

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		143	15402	4	12	Dickson
	and known as g05/59 Dooring Street, Dickson ACT 2602					
Seller	Full name	Linda Katherine Diskordia				
	ACN/ABN					
	Address	201/8 Cape Street, Dickson, ACT 2602				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:22399			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatments as Inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☐ Yes						
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
 - 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
 in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
 - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

- 33.4 For the purposes of clause 7, Property includes the Common Property.

- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 143 UP No. 15402
Block 4 Section 12 Dickson
G05/59 Dooring Street, Dickson ACT

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

- 1.1 The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- 1.2 The Buyer certifies it has received the Required Documents.
- 1.3 The Buyer agrees not to:
 - (a) Raise any objection or requisition;
 - (b) Make any claim for compensation or damages;
 - (c) Delay completion; or
 - (d) Rescind or terminate this Contract.

As a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 2 of this Contract.

- 1.4 The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003*.
- 1.5 The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

2. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53 (or as otherwise amended), the provisions of these Special Conditions shall prevail.

3. KEYS

The Seller will supply all keys in the Seller's possession or control in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

4. DEATH OR INCAPACITY

Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other party rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Printed Terms will apply.

5. AMENDMENT TO THE PRINTED TERMS

The ACT Law Society blue pages (pages 3-21) "The Printed Terms" are amended as follows:

- a) Clause 26.2.4 is deleted and replaced with the following clause:
"26.2.4 by sending via email to the Buyer or the Buyer Solicitor (a notice is taken to have been received at the time the email was sent); or"
- b) The words "...the date 7 days after ..." is deleted from Clause 22.1.2

6. DEPOSIT BOND

- 6.1 In this Contract, the word 'Bond' means the Deposit Protect Bond issued to the Seller at the request of the Buyer, a copy of which is annexed hereto.
- 6.2 Subject to Special Condition 6.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 6.3 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 already been paid by the issue of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 6.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under Clause 6.3 above.
- 6.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond, in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 of the Printed Terms shall apply as if the Buyer had failed to pay the Deposit.
- 6.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four (24) hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (b) Payment of the Deposit in accordance with Clause 2.1.
- 6.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

7. BUYER'S WARRANTY & INDEMNITY

- 7.1 The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- 7.2 This Special Condition shall survive Completion, Termination or Rescission of this Contract.

8. ELECTRONIC TRANSACTION

- 8.1 If the Parties agree that this Contract is to be an electronic transaction, then the following will apply;

- (a) Each Party consents to:
 - (i) The electronic signing of this Contract; and
 - (ii) The electronic exchange of this Contract.
- (b) The Parties warrant that:
 - (i) The electronically signed and exchanged Contract; and
 - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;Is sufficient evidence of:
 - (iii) The Parties' intention to enter into and be bound by the Contract;
 - (iv) The Parties' consent to conducting this Contract electronically; and
 - (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.
- (c) The Parties acknowledge and agree that:
 - (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT);
 - (ii) Documents, pursuant to a power of attorney; and
 - (iii) Deeds generally; and

The Parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

9. DIRECTOR'S GUARANTEE

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract in the form attached as Annexure B.

10. CAVEAT

The Buyer may not (for any reason) lodge a caveat for registration in respect of the Property on or prior to Completion.

11. RELEASE OF DEPOSIT - SETTLEMENT

- 11.1 If request by the Seller, the Buyer hereby agrees and authorises the release of the 1deposit (less agent's commission and marketing fees, if applicable) to be paid to the Seller's Solicitor trust account prior to Completion, to be released to the Seller on Completion.
- 11.2 In the event that Completion is delayed beyond the Date for Completion, the Parties agree that the Deposit (or any part thereof released to the Seller's Solicitor trust account) shall remain in the Seller's Solicitor trust account and must not be released to the Seller prior to Completion without the prior written consent of the Buyer.

Director's Guarantee

[illegible]

1. I/We am/are a Director/s of the Buyer.

(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.

- (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
- (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
- (c) Completion of this Contract.

5 I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Signed by

Signature of witness

Signature _____

Full name of witness

Capacity

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11. SHUTDOWN PERIOD – ACT

11.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 11 has the meaning given to it in this clause.

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.

11.2 Shutdown Period

In this clause 11 **Shutdown Period** means any day:

(a) When any of the following is closed:

- (i) The ACT Law Society
- (ii) The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (iii) The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (iv) The place of business of the Seller's Solicitor;
- (v) The place of business of the Buyer's solicitor;
- (vi) The ACT Land Titles Office; or
- (vii) The ACT Revenue Office,

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

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 11.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

11.3 Notice of Closure

(a) Either party to this Contract may invoke clause 11 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

(b) Either party may notify the other party of the end of the Shutdown Period.

(c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

11.4 Completion extended

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

11.5 Extension of the 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 the expiration notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

11.6 Extension of other notice

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

11.7 Payment of damages

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

Volume 3011 Folio 386 Edition 7

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Dickson Section 12 Block 4 on Deposited Plan 15343 with 370 units on Unit Plan 15402

Unit 143 (Class A) entitlement 24 of 10000, 4 subsidiaries

Lease commenced on 28/04/2022, terminating on 02/03/2121

Proprietor

LINDA KATHERINE DISKORDIA

201-8 CAPE STREET, DICKSON ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202139210	Development Application	09/12/2021	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	25/01/2022

Description

PROPOSAL FOR A NEW SIGNS - Proposal of signage for the Mulberry development consisting of 4 illuminated signs, 5 building address signs, 6 lobby address signs, 6 letterbox address signs and associated works.

Volume 3011 Folio 243 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Dickson Section 12 Block 4 on Deposited Plan 15343 with 370 units on Unit Plan 15402

Lease commenced on 28/04/2022, terminating on 02/03/2121

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,402

Vantage Strata Pty Ltd, PO Box 206 Civic Square ACT 2608

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
12/08/2024	3331148	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

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PROPOSAL FOR A NEW SIGNS - Proposal of signage for the Mulberry development consisting of 4 illuminated signs, 5 building address signs, 6 lobby address signs, 6 letterbox address signs and associated works.

- A

B

S&D

S&D

C

D

- PROPOSED PEDESTRIAN ACCESS EASEMENT 5.20 WIDE LIMITED IN DEPTH TO RL 572.20 & UNLIMITED IN HEIGHT

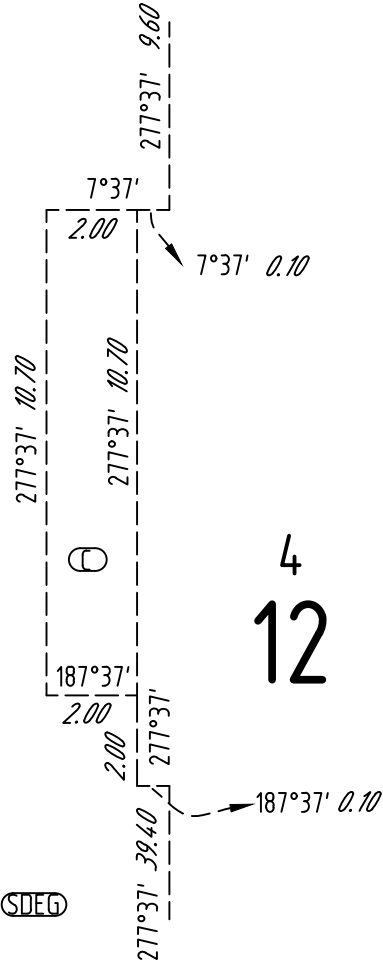
- PROPOSED PEDESTRIAN ACCESS EASEMENT 5.20 WIDE LIMITED IN DEPTH TO THE INCLINED PLANE FROM RL 570.80 TO RL 571.80 AND FROM RL 571.80 TO RL 571.50 & UNLIMITED IN HEIGHT

- PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT VARIABLE WIDTH

- PROPOSED SEWER AND DRAINAGE SERVICE EASEMENT 5 WIDE

- PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT 2.00 WIDE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 578.00

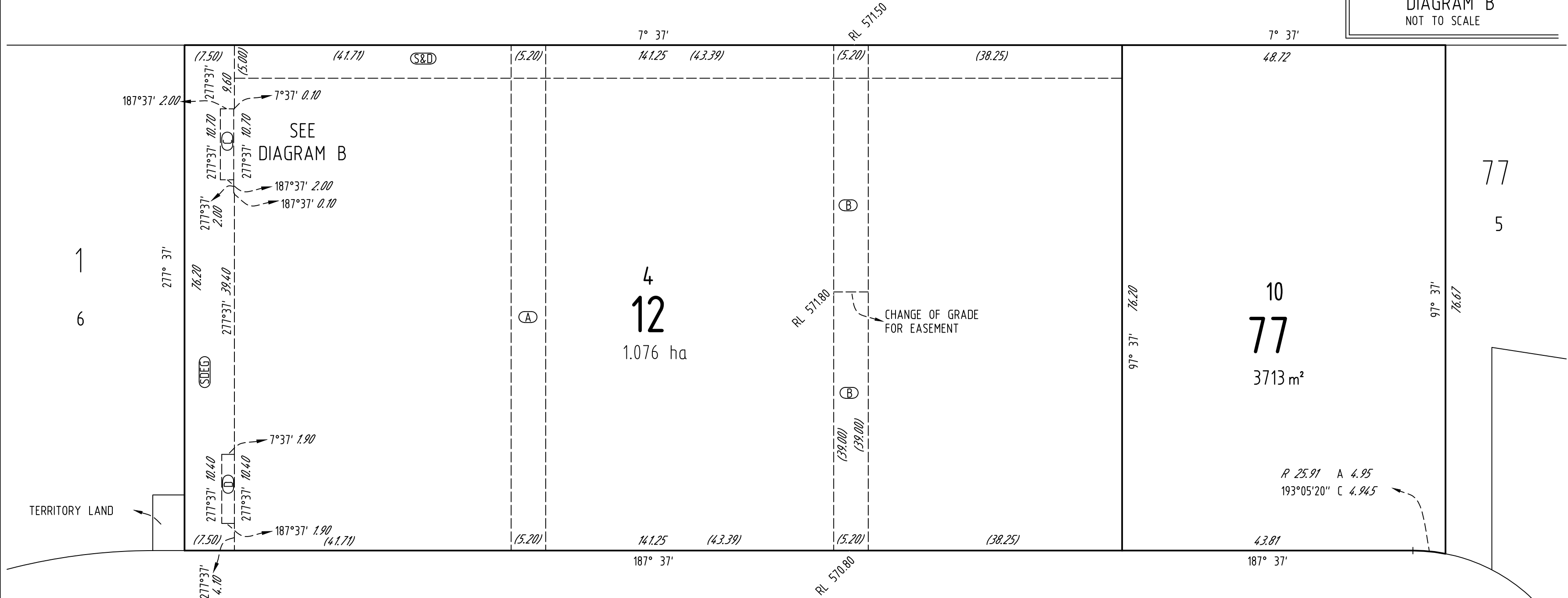
- PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT 1.90 WIDE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 575.25



DIVISION OF LYNEHAM

NORTHBOURNE

AVENUE



DEPOSITED PLAN

15343/1

TITLE INFORMATION

AMENDS DP11559

X PLAN X22403

PLAN OF

BLOCK 4 SECTION 12 AND
BLOCK 10 SECTION 77
BEING A SUBDIVISION OF BLOCK
6 SECTION 77

DIVISION : DICKSON
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 500

0 5 10 20 30 METRES

I, GREGORY IRETON GIBSON of GEOSURV PTY LTD a
surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with Surveyors Practice Directions and was completed on
14 / 12 / 2021

 Date 24/02/2022

I certify that this plan has been examined in accordance with the Districts
Districts Act 2002

 25/2/2022
Surveyor-General of the ACT Date

LEGEND AND NOTES

Subject Boundary _____
Adjoining Boundary _____
Easement - - - - -
Division Boundary _____
Contextual information _____

Structures major  minor 

VERTICAL DATUM IS AUSTRALIAN HEIGHT DATUM

ORIGIN OF REDUCED LEVELS

KBM 521	571.164
KBM 522	571.058
KBM 518	571.799

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

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at

1:12 pm, 11/03/2022

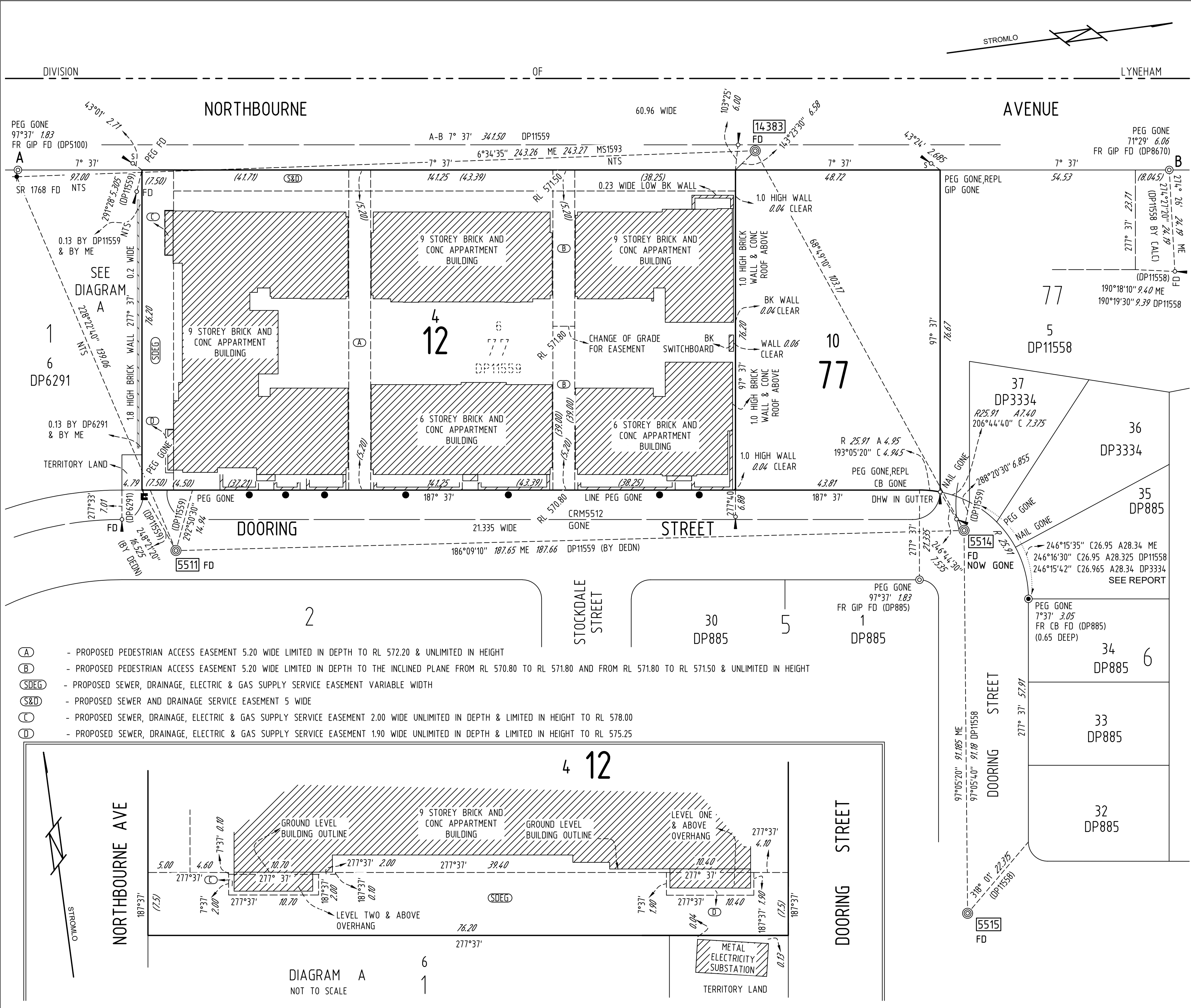
Approved

David Pryce
Registrar-General



Registrar of Titles

SHEET 1 OF 2 SHEETS



DEPOSITED PLAN
15343/2

SURVEY INFORMATION
AMENDS DP11559
X PLAN X22403

PLAN OF
BLOCK 4 SECTION 12
AND BLOCK 10 SECTION 77
BEING A SUBDIVISION OF BLOCK
6 SECTION 77

DIVISION : DICKSON
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 600
0 5 10 20 30 40 METRES

I, GREGORY IRETON GIBSON of GEOSURV PTY LTD a
surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with Surveyors Practice Directions and was completed on
14 / 12 / 2021

SUN REF 210420 Date 24/02/2022

I certify that this plan has been examined in accordance with the Surveyors
Practice Directions and Surveyor-General Guideline No. 6.

Surveyor-General of the ACT Date 25/2/2022

LEGEND AND NOTES
■ DENOTES CORNER NOT MARKED (CONSTRUCTION
SITE)
S DENOTES DHW IN CONCRETE PATH
● DENOTES FACE OF LOW CONC
WALL ON BOUNDARY

VERTICAL DATUM IS AUSTRALIAN HEIGHT DATUM	
ORIGIN OF REDUCED LEVELS	
KBM 521	571.164
KBM 522	571.058
KBM 518	571.799

REPORT LODGED
Orientation Datum Line A - B 7° 37' 341.50 (DP11559)
All Easements are 2.5 metres wide (except as otherwise shown)

PLANS USED
DP885, DP921, DP3334, DP6291, DP9492
DP11456, DP11558, DP11559, DP12112
MS1593, DP5100, DP8670

SHEET 2 OF 2 SHEETS



ACT
Government

**Access
Canberra.**



SR\$3331148

02/08/2024 10:07:27 Shre P

Chief Minister,

3331148

SPECIAL RESOLUTION BY OWNERS

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Settlements ACT GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6185 1912 Email Address: settlements.act@bigpond.com E: settlements@settlementsact.com.au			
Name	Contact Telephone Number	Customer Reference Number	
Settlements ACT		UP 15402	

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3011:243	DICKSON	12	4	UP 15402

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 20th JUNE 2024 AND RESOLVED BY THE OWNERS CORPORATION

20/06/2024

SUPPORTING DOCUMENTATION

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

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)

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



CERTIFICATION *Delete the inapplicable

Applicant

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

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

Signed By:

Daniel Kade LESKOVEC
BRANCH MANAGER

Witnessed By:

Carmel FISCHER
ADMINISTRATION MANAGER

for: Vantage Strata

on behalf of the Registered Proprietor/Managing Agent

VOI category 3 sighted

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	12/08/2024



Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS



Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15402

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 20 June 2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
20 June 2024	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.



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

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

NOTICE OF REDUCED QUORUM DECISIONS



Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 15402
'MULBERRY'
55-63 Dooring St, DICKSON, ACT, 2602**

Venue: 'Teams' Meeting

Date: Thursday, 20 June 2024

Time: 05:30 PM

<u>Present:</u>	T J Hall	(Lot 108) Owner present
	J Stensrud	(Lot 133) Owner present
	C Wong	(Lot 272) Owner present
	T S Hicks	(Lot 281) Owner present
	S Rai	(Lot 296) Owner present
	M Gore	(Lot 308) Owner present
	M Sanese	(Lot 324) Owner present
	I Miladinovic	(Lot 340) Owner present
	N Doukas	(Lot 369) Owner present

Chairperson: M Sanese

Additional Attendees: Teagan Brissett, Vantage Strata

Apologies: L Yen (Lot 215)

Proxies: Nil

Absentee Votes: R A Hurditch (Lot 249) IFO 2-11, Abstain 12-13, IFO 14, Abstain remaining.

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

Secretarial Note: *Owners are advised that under the Schedule 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*



CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

It was agreed for **M Sanese** to be Chairperson for the purpose of the meeting, with T Brissett facilitating. An Absentee vote from Lot 249 was acknowledged and accepted, alongside an apology from Lot 215.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

It was resolved that the minutes of the previous General Meeting be confirmed.

Passed by Simple Majority

INSURANCE

Motion 3 Special Resolution:

It was resolved that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**Passed by Simple Majority
(No Dissent Noted)**

AUDITED FINANCIALS (Adoption)

Motion 4 Ordinary Resolution:

It was resolved that the Owners Corporation adopt the audited financials and audit report for the financial period ended 27th of April 2024, a copy of which is attached.

Passed by Simple Majority

AUDITED FINANCIALS

Motion 5 Ordinary Resolution:

It was resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

Passed by Simple Majority



ADMIN FUND EXPENDITURE BUDGET

Motion 6 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$1,055,527.52 plus GST for the period 28th of April 2024 to 27th of April 2025 be adopted.

Passed by Simple Majority

ADMIN FUND CONTRIBUTION

Motion 7 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$1,055,527.25 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 27th of July 2024, 27th of October 2024, 27th of January 2025 and 27th of April 2025.

Passed by Simple Majority

Secretarial Note: It was agreed that the levy notice due 27 April 2025 will be issued in March 2025 to encourage prepayments where possible. The meeting acknowledged the due date on the notice will remain the same, as will the levy period. Owners present were in support of this to assist cashflow issues when the insurance for Mulberry falls due.

SINKING FUND EXPENDITURE BUDGET

Motion 8 Ordinary Resolution:

It was **resolved** that the Sinking Fund expenditure budget of \$20,159.10 including GST for the period 28th of April 2024 to 27th of April 2025 be adopted.

Passed by Simple Majority

SINKING FUND CONTRIBUTION

Motion 9 Ordinary Resolution:

It was **resolved** that a contribution of \$243,649.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 28th of April 2024 to 27th of April 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 27th of July 2024, 27th of October 2024, 27th of January 2025 and 27th of April 2025.

Passed by Simple Majority

Secretarial Note: It was agreed that the levy notice due 27 April 2025 will be issued in March 2025 to encourage prepayments where possible. The meeting acknowledged the due date on the notice will remain the same, as will the levy period.



MAINTENANCE PLAN (Adoption)

Motion 10 Ordinary Resolution:

*It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.*

Passed by Simple Majority

FIRE SAFETY REVIEW

Item 11 :

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Please find on BuildingLink the Annual Fire Safety Certificate provided from the fire contractor.

Annual Fire Safety Certificate

Dated: 9th of April 2024
Prepared By: Dedicated Fire Protection

DEFECTS

Item 12 :

Nil defects were raised and discussed during the meeting.

CONTRACTS

Item 13 :

Nil contracts fall due for renewal at the time of the meeting.

CONTRACTS AND SERVICE AGREEMENTS

Motion 14 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

Passed by Simple Majority



DELEGATIONS AND APPOINTMENTS

Item 15 :

The meeting **acknowledged** the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

RULES (ADOPTION AND REGISTRATION)

Motion 16 Special Resolution:

It was resolved that the Owners Corporation resolve, by Special Resolution to:-

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

**Passed by Simple Majority
(No Dissent Noted)**

EXECUTIVE COMMITTEE (Election)

Motion 17 Ordinary Resolution:

It was resolved that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

Passed by Simple Majority

Nominations from the below six (6) Owners was accepted:

T J Hall (Lot 108)
J Stensrud (Lot 133)
C Wong (Lot 272)
T S Hicks (Lot 281)
S Rai (Lot 296)
M Sanese (Lot 324)

GENERAL BUSINESS

Item 18 :

Garage Door: An Owner present raised the basement entry garage door and the status repair. It was acknowledged that quotes have been sourced and are currently awaiting review of the incoming Executive Committee.

Byyko Bikes: An Owner queried the Byyko electric bikes and requested an update as to when they will be removed. Vantage Strata advised the meeting the Byyko bikes have been removed from site, and Mulberry no longer utilise the service.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:21 PM.**

UNITS PLAN 15402 – MULBERRY OWNERS CORPORATION RULES 2024



Section 1 Default Rules – LEGISLATED

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Pets in units

(1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

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

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

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

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

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

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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



(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

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

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

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



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

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

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

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

Section 2 Alternate Rules

2. Electronic Meetings

2.1 Attendance

(a) a unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:

- (i) communicate with other participants in the meeting; and
- (ii) participate in the meeting and engage with the other participant's at the meeting.

(b) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.

(c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

2.2 Participation

(a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:

- (i) participating in debate at the meeting; and



- (ii) voting in resolutions at the meeting.

2.3 Pre-Meeting Electronic Voting

- (a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (pre-meeting electronic voting). Pre-meeting electronic voting includes:
 - (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy-vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice.
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

3. Election of Executive Committee

3.1 Membership

- (a) The Executive Committee will generally consist of between three and seven unit owners (members).



(b) Members of the Executive Committee will be elected pursuant to these rules at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:

- (i) the next AGM of the Owners Corporation;
- (ii) they cease to be a Unit owner; or
- (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

3.2 Nomination

(b) Prior to the next AGM, the current Executive Committee shall notify unit owners:

- (i) that nominations to be members of the Executive Committee are open;
- (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
- (iii) the date and time when nominations close (the nomination period).

(c) Unless otherwise resolved by the Owners Corporation, nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

4 General

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

(b) Specifically, a unit owner, occupier or user of a unit must not:

- (i) store any items on the common property, except as permitted by the Executive Committee on behalf of the Owners Corporation;
- (ii) obstruct the common property;
- (iii) hang or display laundry (including rugs and carpets) or other items of clothing in any areas of the common property; or
- (iv) place graffiti of any description on any area of the building.

(c) A unit owner, occupier or user of a unit must not ride a bicycle or use wheeled items such as rollerblades, skateboards, scooters, tricycles, and toy cars, or permit the riding or use of such items, on common property within the building perimeters so



as to avoid creating a nuisance or hazard to an owner, occupier or user of another unit.

- (d) If a unit owner, occupier or user of a unit soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.
- (e) A unit owner, occupier or user of a unit housing an aquarium of a large size, is required to have their own relevant insurance and provide the owners corporation with aquarium frame size, capacity, and weight.
- (f) A unit owner, occupier or user of a unit must provide the owners corporation with a copy of all licences required when housing reptiles.

5 Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as the rules.

6 Seal of Owners Corporation

6.1 Sealing of documents

- (a) For the attaching of the seal of the Owners Corporation to a document to be effective:
 - (i) the seal must be attached by decision of the Executive Committee; and
 - (ii) the seal must be attached in the presence of two members of the Executive Committee; and
 - (iii) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

6.2 Manager may affix seal

- (a) The common seal may be attached to:
 - (i) certificates under section 119 of the Act and
 - (ii) reduced quorum notices,



- (b) by the Manager of the Owners Corporation without following the procedure in rule 6.1.

7 Electronic Notices

- (a) A Unit owner shall:

- (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the Unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

8 Recovery of Legal Fees

- (a) If the Executive Committee on behalf of the Owners Corporation, or the Owners Corporation, incurs legal fees as a result of the conduct of the Unit owner (including the recovery of a debt owed to the Owners Corporation), the Unit owner may be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking successful legal action against the Unit owner.

9 Failure to Comply with Rules

- (a) If the executive committee reasonably believes that a unit owner has contravened the Unit Titles (Management) Act 2011 (the Act) or these Rules, it may resolve on behalf of the Owners Corporation to give the unit owner a written notice (an infringement notice) that:
- (i) specifies the breach of the Act or the Rules; and
 - (ii) requests that the breach is remedied by the unit owner within a specified timeframe.
- (b) The infringement notice may specify the action the unit owner needs to take to stop the breach.



- (c) The Executive Committee on behalf of the Owners Corporation may go to the ACT Civil and Administrative Tribunal (ACAT) seeking an order that the unit owner complies with the Rules if the contravention continues.
- (d) Where the Executive Committee on behalf of the Owners Corporation has taken action under this Rule, the executive committee may charge the unit owner an administrative fee. The administrative fee is in the amount of \$200.

10 Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair, and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

11 Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

11.1 Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

11.2 Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules or by deliberate act or omission has caused an Owners Corporation to



lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.

12 Floor coverings

- (a) The Unit owner or Occupier must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) The Unit owner or Occupier must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless the Executive Committee has provided permission in writing, where:
 - (i) permission may be withheld in its absolute discretion;
 - (ii) permission may be given subject to stated conditions; and
 - (iii) where timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.
- (c) If after the installation of hard flooring and the flooring disturbs another owner or occupier, the relevant owner where the hard flooring has been installed will be responsible to pay all costs associated with an acoustic isolation test between apartments beneath, adjacent to and directly above the flooring and identify if any remediation work is required.

13 Damage to common property

- (a) The Unit owner, occupier or user of a unit and their guests must not wilfully or negligently cause damage to any part of the common property.
- (b) The cost to the Owners Corporation in rectifying any such damage shall become a debt payable by the Unit owner to the Owners Corporation on demand.
- (a) If an Occupier or user of a unit and their guests have caused any such damage, it will be the Owner/Property Manager's responsibility to recover the costs from the relevant party, in accordance with Section 31 of the Unit Titles (Management) Act 2011.



14 Vehicles, Parking, and Storage Cages

14.1 Use of Vehicle Parking in Building

- (a) The Unit owner is to provide to occupiers and users of a unit (where applicable) all appropriate details on the use of the building vehicle parking areas.
- (b) The Unit owner, occupier or user of a unit, when using the building vehicle parking area, must comply with road rules, speed limits, all other applicable rules, and be vigilant of pedestrians in the building vehicle parking area and surrounds.
- (c) Motor vehicles or other vehicles are not to be washed in the common areas.

14.2 Parking of vehicles

- (a) The Unit owner or Occupier must only park or stand vehicles, including vehicle extensions, such as trailers and caravans, within the vehicle spaces allocated to their Unit.
- (b) The Unit owner or Occupier must not park or stand any vehicle, including vehicle extensions, such as trailers and caravans, in the vehicle spaces allocated to other Units, or any other space that is not allocated for parking.
- (c) The Unit owner or Occupier must not park or stand any vehicle on common property or permit any visitor of the Unit owner or Occupier to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.
- (d) Vehicle parking spaces marked for visitors are to only be used by visitors of a Unit owner or Occupier for a maximum of 24-hours. The use of visitor parking for longer than a day will require the Unit owner or Occupier to seek prior written approval of the Executive Committee.

14.3 Use of Unit Owner vehicle spaces and storage cages

- (a) The Unit owner or Occupier must not use a vehicle space in such a way that causes nuisance or annoyance to other Unit owners or Occupiers.
- (b) Vehicle spaces and storage cage areas shall be free from junk, hazardous materials, or abandoned goods.
 - (i) A unit owner shall not use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable



material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes in the unit.

- (ii) A unit owner is responsible for the repair of any damage caused to the storage area of the unit or the common property as the result of the use of the storage area or parking space.
- (iii) A unit owner shall ensure that storage areas are kept clean and free of all rubbish and vermin.
- (c) The Owners Corporation does not accept responsibility for any personal property damaged, removed or stolen from the storage areas, the undercover carpark or common areas, or for any damage to property as a result of water.
- (d) Unit owners and occupiers are advised that the storage sheds are not waterproof and that storage sheds and garages in the undercover carpark are not considered secure.
- (e) It is recommended that articles of value are not stored in these areas, and unit owners and occupiers insure the contents of any storage area under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.
- (f) The Unit owners may install a car park lock/bollard to their unit's parking space as long as it is in keeping with the proposed parking solution as outlined by the Executive Committee and the policy they may implement.
 - (i) Installation costs and ongoing maintenance of such parking solutions will be borne by the individual owner.
 - (ii) If the Unit owner removes the bollard, any resulting damage to the vehicle space is to be repaired.

14.4 Leasing of vehicle spaces

- (a) The Unit owner or Occupier may lease a person their car space (unit subsidiary), after notifying and providing the Executive Committee with the lessee's contact details and ensuring that any conditions in relation to security, including requiring that a Security Key be re-coded to allow entry to the building vehicle parking area, is declared.

15 Balconies and Courtyards

15.1 General use

- (a) The Unit owner or Occupier must:



- (i) consider the appropriateness of what possessions are stored and situated on a balcony or in a courtyard and is responsible for the security of any such possessions and will not store any such items that would contravene the rules or the Act;
- (ii) not attach a screen, awning, pergola, or other item on the balcony without approval; or
- (iii) not hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings for excessive periods of time.
- (iv) not cover any balustrades, railings, and courtyard walls with any type of covering externally or internally. Exceptions may be provided upon application to the executive committee;
- (v) not place any items externally or on top of balustrades, railings, and courtyard walls. Exceptions may be provided upon application to the executive committee;
- (vi) not create a safety hazard during strong winds by failing to secure items stored on the balcony.
- (vii) not overload any floor or balcony and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

15.2 Furniture

- (a) Balcony furniture must be heavy enough not to be blown off the balcony or should be tied or weighted down during strong winds or large storms.
- (b) Furniture or gardening items MUST NOT be bolted down into balconies.

15.3 Clotheslines

- (a) Fixed clotheslines are not permitted. Retractable or fold-down clotheslines may be permitted upon application to the executive committee. Clotheslines must be:
 - (i) a fully retractable model or fold-down models;
 - (ii) retracted or folded down when not in use; and
 - (iii) installed in a place that maintains the overall appearance of the complex and colour matched to the exterior of the building.
- (b) The executive committee reserves the right to request removal of the clothesline if not installed and used in line with these rules.
- (c) This rule does not apply to the Unit owner or Occupier use of a balcony if the Executive Committee has given the Unit owner or Occupier written permission for that use, where:



- (i) permission may be given subject to stated conditions; and
- (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.4 Lights

- (a) To avoid creating a nuisance or annoyance to an owner, occupier or user of another unit, an occupier is permitted to install, or permit the installation of, party lights (including fairy lights and Christmas lights) on the balcony or in the courtyard of the unit only on the following conditions:
 - (i) lights must not be permanently affixed without the permission of the Executive Committee on behalf of the Owners Corporation; and
 - (ii) Flashing lights are not permitted between the hours of 11.00am and 9.00 am.

15.5 Barbeques on Balconies and Courtyards

- (a) Only gas and electric barbeques and heaters may be used on balconies or in courtyards. The use of open flame solid fuel barbeques or heaters, such as coal or wood, is strictly prohibited as they cause an extreme fire risk.

16 Window Treatments

- (a) Owners and occupiers must ensure that window treatments used in their units, including blinds, curtains, drapes etc. when viewed from the outside of the unit, are coloured white, cream, grey or black, unless approved by the Executive Committee.
- (b) Occupiers are not permitted to display any signs, flags, foil, and advertising material in any external window of their unit or on the common property except with the written approval by the Executive Committee.
- (c) Window tinting may be installed as per the following requirements:
 - (i) be neutral in colour;
 - (ii) have a low exterior reflectance to prevent issues with glare; and
 - (iii) must not be installed on external surfaces.
- (d) Owners and occupiers must ensure that external blinds used on the balcony of a unit, including blinds, screens, and shutters, when viewed from the outside of the unit, are consistent with the exterior fabrication and colour scheme of the building.
- (e) Owners must ensure the Executive Committee is notified of any modification/installation of external blinds prior to any works proceeding.



- (f) Owners and occupiers must not cut, modify in any other way, or attach objects to the structural framework of any window without the written approval of the Executive Committee in accordance with Rule 1.4.

17 Exterior Maintenance & Cleaning

- (a) The Unit owner or Occupier must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat, and tidy condition.
- (b) The Unit owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the Unit owner or Occupier to ensure that the cleaning process does not allow water to run/drip onto, or penetrate into, the balcony of any unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other Unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the Unit owner or Occupier to the Owners Corporation on demand, in accordance with Section 31 of the Unit Titles (Management) Act 2011.

18 Smoking

- (a) The Unit owner, Occupier or user of a unit must not smoke or vape on the common property, or on any other part of the building where smoking is not permitted.
- (b) Smoke from smoking inside a unit or on balconies/courtyards should be contained within the unit and should not be allowed to drift into the common areas or externally from the unit, where smoke drift can cause a nuisance, disturbance and hazard to other occupiers.
- (c) The unit owner, occupier or user of a unit must dispose of ash and cigarette butts appropriately. Ash and cigarette butts must not be disposed of over balconies.

19 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system for the unit is the property of the Unit owner.



- (b) All Unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All Unit owners must ensure individual air conditioning units are maintained on a regular basis to the manufacturer specifications to minimise noise disturbance or damage to another unit or Unit owner and Occupier.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to Rule 1.4.

20 Planter Boxes & Plants

- (a) The Unit owner or Occupier is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the Unit owner or Occupier to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Unit owners or Occupiers are not allowed to place plants or pots on the top of or external of balustrades, courtyard walls or railings.
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with Section 31 of the Unit Titles (Management) Act 2011.

21 Security

21.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a Unit owner leases or licences the unit, a requirement must be included in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Unit owner when they vacate the unit.
 - (i) This Rule also applies to a person that has leased a vehicle space from a Unit owner in accordance with Rule 12.4.



- (c) A unit owner must not copy any security card or key or other security device without following the appropriate process.
- (d) For each residential unit there is one key and one fob issued per bedroom, plus one additional key and fob. Further keys and fobs can be issued upon written request and application.

21.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio-visual surveillance or security equipment for the security of the building and safety of Unit owners and Occupiers.
- (b) A Unit owner, occupier or user of a unit must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

21.3 Security of Common Property

- (a) The Unit owner or Occupier must take reasonable care to ensure that access to common areas is only available to bona fide occupants of a unit, visitors or authorised personnel, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use;
 - (ii) reporting the loss of any security card or key or other security device to the Managing Agent immediately; and
- (b) If the Unit owner or Occupier is found to be in breach of these rules and the behaviour is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
- (c) Unit owners, Occupier, user of a unit or guests must not store security cards, access fobs, keys, or other security devices in or on any area of common property or the unit subsidiary where it poses a security risk;
 - (i) such as motor vehicles, lockboxes, letterboxes or beyond the boundaries of the building.
- (d) Additional lockboxes are to not be installed on common property or letterbox banks. Changes to locks on lockboxes or letterbox banks is prohibited without prior written approval of the Executive Committee.

21.4 Security of Unit Doors

- (a) Unit owners may not change or install locks on their unit doors without prior written approval of the Executive Committee.



21.5 Breaches of security

- (a) If a breach of these rules leads to theft or damage to either the common property or the property of other Unit owners or Occupiers, the person responsible for the breach will be held liable for this theft or damage and any associated costs.
- (b) In the case that a user of a unit or guest is the person responsible for the breach, the relevant owner or occupier will be held liable for the theft or damage and any associated costs.

22 Fire Control & Safety Requirements

- (a) The Unit owner or Occupier must comply with all relevant laws regarding fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes; or
 - (iii) prop open fire doors.
- (b) Due to fire safety requirements in the building, a unit owner must not:
 - (i) install fly screens or security screens on unit entry doors;
 - (ii) make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks and peep holes), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (c) The Unit owner or Occupier must, on reasonable notice, if applicable, provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.
- (d) If requested by the executive committee, a unit owner must, at their own cost, obtain and provide a fire consultant's report in relation to the effect that:
 - (i) A proposed erection or alteration of a structure in or on their unit; or
 - (ii) A proposed change in the use of a unit will have on the building's fire safety systems.
- (e) A unit owner, occupier or user must not place any item on top of a storage cage unit.
- (f) A unit owner, occupier or user must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.



23 Signage and Advertising

- (a) Signs or advertising material are not permitted to be displayed in any visible external windows to the unit or on the common property, except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions;
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee; and
- (b) Signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.
- (c) Signs including real estate 'for sale' and 'to let/lease' are allowed to be displayed on the internals of the commercial unit windows however are not permitted to be erected on the common property at any time.
- (d) Signs on public property (nature strip) are subject to applicable Territory laws and regulations.
- (e) Signs on common property that have been installed without the approval of the Executive Committee may be relocated with any costs incurred recovered by the unit owner.

24 Antennas

- (a) Satellite dishes, television antennas or other antennas are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole building; and
 - (ii) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

25 Moves In/Out of Unit

25.1 Notice

- (a) The Unit owner or Occupier, or their agent, must provide the Manager of the Owners Corporation three business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and, where possible, parking for removalist vehicles can be arranged.



25.2 Damage protection of common property

- (a) The Owners Corporation shall provide, where possible, internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) The Unit owner or Occupier shall ensure that removalists and persons moving in or out of a unit utilise protective materials when moving possessions through the common property.
- (a) Any damage caused to common property must be repaired at the Unit owner or Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

26 Rubbish Disposal

- (a) The Unit owner or Occupier must:
 - (i) dispose of domestic general waste by placing it in an appropriately marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property, including the corridor from the unit to the waste receptacle, is removed and that the area is cleaned;
 - (v) take waste materials that are otherwise not considered domestic general or recyclable waste (furniture, e-waste, chemicals, etc) or are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area;
- (b) The Unit owner or occupier must never flush paper towel, wet wipes, sanitary pads, pet waste, or similar items down the toilet. These items will block the sewer line and cause damage to the building.
- (c) The Unit owner or occupier will be liable for damage caused to other Units, and common property in the building, that results from flushing inappropriate items down the drains and causing a blockage in the sewer line.



- (d) The Unit owner or Occupier must comply with the directions from time to time of the Managing Agent and/or the Executive Committee as to the manner of disposal of garbage.
- (e) Nothing in this rule allows the Unit owner or Occupier to dispose of any chemical, biological, toxic, or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (f) The Unit owner or Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable contractor to dispose of any cooking oils or similar substances and dispose thereof at an appropriate resources management centre.
- (g) The costs of the Owners Corporation in removing or disposing of any waste or other item disposed of by the Unit owner or Occupier contrary to this rule, shall be a debt payable by the Unit owner or Occupier to the Owners Corporation on demand.

27 Bike Storage

- (a) Bikes can be stored in the bike storage located on Basement Level 1 of the building.
- (b) Bikes that are attached to the outside of a storage cage or otherwise stored on common property, with the exception of the common bike racks, will be removed by the building manager and disposed of after 1 month if not claimed.
- (c) The bike storage is common property and for the benefit of all occupiers and their visitors.
- (d) The Executive Committee, from time to time, may undertake an audit of the bike storage to remove any abandoned/unused bikes.

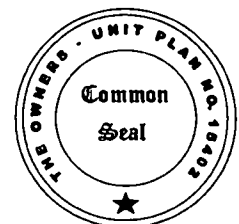
28 Common Recreational Area on upper Levels

28.1 Common Property

- (a) The common recreational areas at the level 6 rooftop levels of Dooring Street building is common property and for the benefit of all unit owners.
- (b) The Unit owners or Occupiers are to report any damage or faults with the common recreational area to the Manager of the Owners Corporation.
- (c) Unit owners and occupiers are responsible for any damage and/or loss of items and fittings while using common property.

28.2 Use

- (a) Noise must be restricted in the common property facilities, as per the ACT Noise Regulations.



- (b) The Executive Committee reserves the right to adjust the operating/access times for the common property pool and barbeque.
- (c) The Unit owner or Occupier must ensure they comply with all applicable Territory laws when using the common recreational area.
- (d) The Unit owner or Occupier using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) The common amenities may be booked for exclusive use subject to:
 - (i) receiving written approval/notification from the Manager of the Owners Corporation;
 - (ii) a maximum of 3 hours per booking for the bbq facilities, or at the discretion of the Executive Committee;
 - (iii) the resident making the booking agrees to take responsibility for all damages to the common amenity should they occur; and
 - (iv) any other conditions required by the Executive Committee and Manager of the Owners Corporation.
- (f) The Executive Committee reserves the right to limit bookings to provide reasonable access to all residents.
- (g) The Unit owner or Occupier must not smoke or vape on the common property, or on any other part of the building where smoking is not permitted.

28.3 Barbeque Facilities Use

- (a) The barbeque facilities are only to be used from 8am to 10pm Sunday – Thursday and 8am to 11pm Friday to Saturday (Australian Eastern Time), or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (b) The Unit owner or Occupier must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (c) The Unit owner, Occupier or user of a unit, using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (d) The Unit owner, Occupier or user of a unit, use the barbeque facilities at their own risk and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.

28.4 Pool Use

- (a) Unit owners, occupiers and users of a unit, use the pool at their own risk and



indemnify the Owners Corporation from loss and injury sustained while using the pool :

- (b) Unit owners, occupiers and users of a unit, must comply with the pool guidelines developed by the Executive Committee, which may be subject to change from time to time.
- (c) The Executive Committee reserves the right to adjust the operating/access times for the common property pool.
- (d) Noise must be restricted in the common property facilities, as per the ACT Noise Regulations.
- (e) For the safety of the children of Occupants and Guests, the following is required:
 - (i) Children aged 0-3 years: Must wear a swimming nappy whilst in the water at all times
 - (ii) Children aged 0-5 years: Must be within arm's reach of a parent or guardian at all times whilst in the water.
 - (iii) Children aged 6-10 years: Must be supervised by a parent or guardian who maintains contact and is prepared to get in the water if needed, at all times.
 - (iv) Children aged 11-12 years: Must be in contact with parents or guardians who are to remain within the gated area at all times.
 - (v) Children aged 13 years and over: May enter unaccompanied by a parent or guardian.
- (h) Alcohol and glass bottles/containers are prohibited within 1 meter of the pool :
- (i) Unit owners, occupiers and users must wear proper swimming attire. Wearing of clothing which are not designed to be used in pools are not allowed, except for t-shirts being worn for sun protection.
- (j) For safety reasons, persons with any kind of infection or communicable disease are not allowed to use the pool.
- (k) No pets are allowed within the entire gated area of the pool.
- (l) The pool gate must be shut and latched at all times when entering and exiting.
- (m) For safety reasons, climbing onto and walking on the ledge of the pool, or entering the void area, is strictly prohibited.
- (n) Smoking and Vaping are strictly prohibited within the entire gated



area of the pool.

- (o) Spitting, spouting, nose-blowing and the like are not permitted in the pool.
- (p) Water sports or any similar activities which may cause annoyance, disturbance, or injury to other users are prohibited in the pool.
- (q) Use of the pool is prohibited during heavy rain, thunder, or lightning.
- (r) Unit owners and occupiers are not allowed in the pool when cleaning or maintenance is in progress.
- (s) Unit owners and occupiers are responsible for any damage and/or loss of items and fittings while using these facilities.
- (t) Unit owners and occupiers using the pool facilities shall ensure they are left in a clean and tidy condition after use.
- (u) Unit owners and occupiers shall report any damage or faults with the pool facilities to the Managing Agent.

29 Erections or Alterations Not Approvable

- (a) The executive committee will not approve any proposal that:-
 - (i) relates to an owner or occupier wishing to install any covering to the tiled surface of any balcony, including but not limited to artificial turf, grass, and timber tiles, to preserve the original built design and functionality of the structure. This is because balcony surface covering, including synthetic turf and timber clip in tiles, has been found to affect the fall and the drainage of water, which has contributed to water ingress to habitable areas, including to units below;
 - (ii) impacts the fire-rated doors of the unit (including but not limited to the installation of security screen doors, deadbolts, cyber locks and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work (any condition of such consent may include the appointment of a fire safety expert to determine the integrity of any modified fire door and any requirements to be compliant, with such costs to be borne by the owner);



30 Limited Works with Pre-Approval for the Building

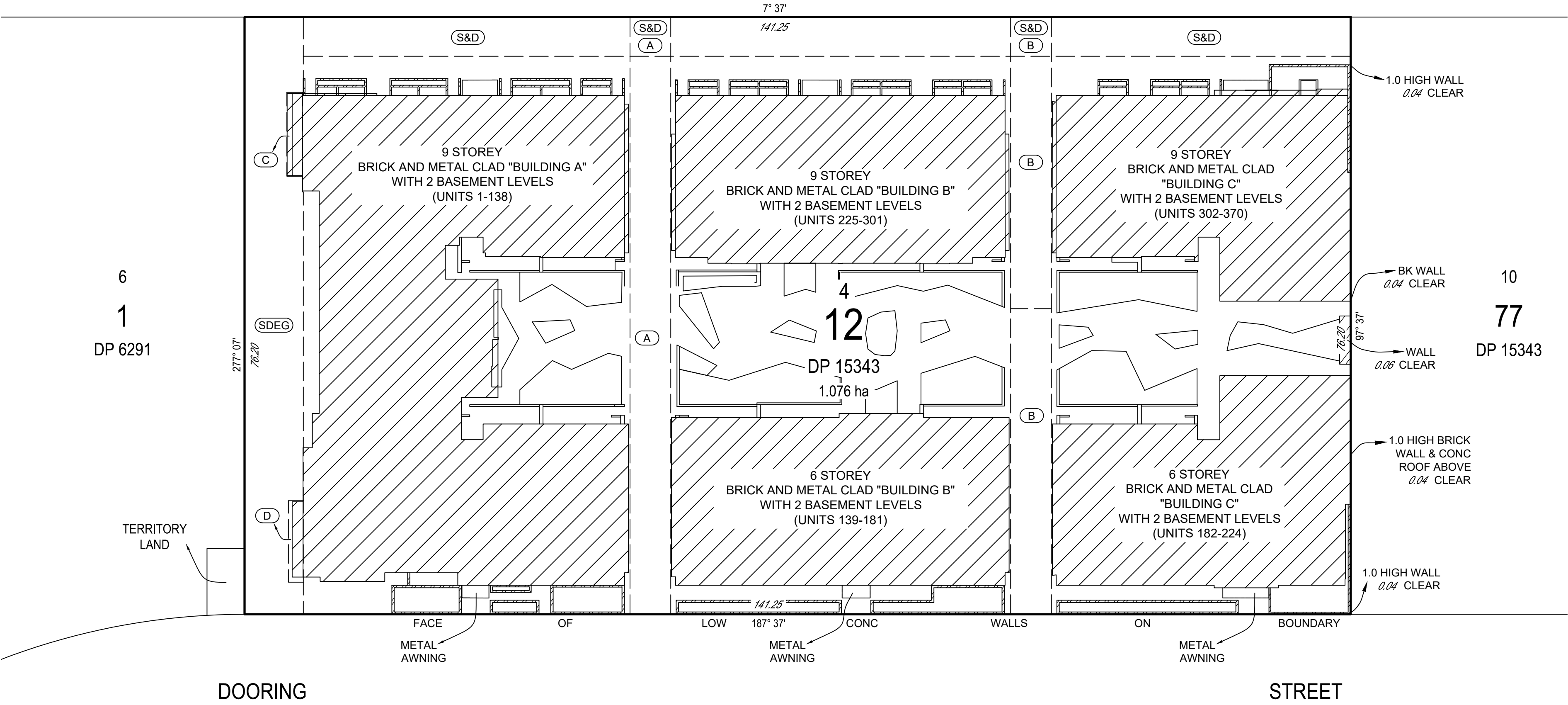
(a) Owners may, without the requirement of written consent from the executive committee, attend to the following cosmetic or minor works on the conditions stated below. Any works not mentioned in the rules must be approved by the Executive Committee-

- (i) an owner may install external weather draft stoppers on the inside of their Unit's doors, without the Owners Corporation's prior written permission at the owner's expense. Such installations must be kept in a state of good repair by the owner at its expense and not compromise the integrity of the unit (fire) doors.
- (ii) An owner may paint the ceiling of their balconies, without the Owners Corporation prior written permission at the Owner's expense. Such works must be kept in a state of good repair by the owner at its expense and such painting must be in a colour approved by the executive committee via a policy which is in keeping with the general outward appearance of the Mulberry development.
- (iii) security screens may be fitted to cover the balcony door and any window that opens onto the balcony, at the owner's expense, such screens must be the same colour as that of the window or door frame where the screen is being installed to ensure that the screens are in a colour and style which is in keeping with the general outward appearance of the Mulberry development and must be approved and signed off as compliant by a qualified fire service contractor, at the owner's expense and provided the structural integrity of the unit will not be compromised. Such installations are at the owner's cost and must be adequately maintained by the owner.
- (iv) Unit owners may install locks on their unit door without Executive Committee approval on the condition that a licenced locksmith undertakes the work and the integrity of the door is not compromised. Any works undertaken to unit doors where the integrity of the door has been compromised, the cost of any repairs/replacement of the unit door will be on charged onto the unit owner, as per Section 31 of the UT(M)A 2011.



NORTHBOURNE

AVENUE



LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 1 of 68

SITE PLAN

LAND DETAILS

Block
4

Section
12

Division
DICKSON

Deposited Plan Number
DP 15343

Volume/Folio
3010:471

Class of Units (A or B)
A

ART PROJECTS
NOMINEES PTY LTD
ACN 610 529 452
BY ITS SOLE DIRECTOR
IN ACCORDANCE WITH
S.127 OF THE
CORPORATIONS ACT



SOLE DIRECTOR

Signature of Lessee


Lyn Tankey
21 April 2022
Delegate of the
ACT Planning and Land Authority

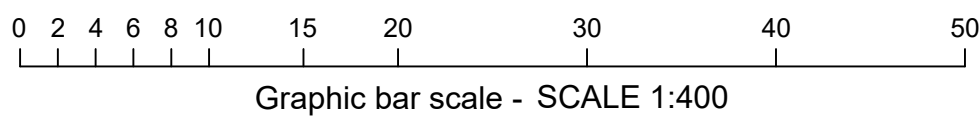
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND



28/04/2022

UNITS PLAN No.
15402

- (A) - PROPOSED PEDESTRIAN ACCESS EASEMENT 5.20 WIDE LIMITED IN DEPTH TO RL 572.20 & UNLIMITED IN HEIGHT
- (B) - PROPOSED PEDESTRIAN ACCESS EASEMENT 5.20 WIDE LIMITED IN DEPTH TO THE INCLINED PLANE FROM RL 570.80 TO RL 571.80 AND FROM RL 571.80 TO RL 571.50 & UNLIMITED IN HEIGHT
- SDEG - PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT VARIABLE WIDTH
- S&D - PROPOSED SEWER AND DRAINAGE SERVICE EASEMENT 5 WIDE
- (C) - PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT 2.00 WIDE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 578.00
- (D) - PROPOSED SEWER, DRAINAGE, ELECTRIC & GAS SUPPLY SERVICE EASEMENT 1.90 WIDE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 575.25



Form 1

Form 088 - SP

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION		CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.	
I, Gregory Ireton Gibson of Geosurv Pty Ltd		3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.	
A surveyor registered under the <i>Surveyors Act 2007</i> , herby certify that:		OR	
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 11/02/2022 -		a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;	
2. The survey is in accordance with the following Acts: - Unit Titles Act 2001; - Land Titles (Unit Titles) Act 1970; - Land Titles Act 1925; and, - any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.		b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,	
Signature of Registered Surveyor		c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.	
REF: 191022 DATED: 14/04/2022		PO BOX 206 CIVIC SQUARE ACT 2608 Address for Service of Notice	
		VANTAGE STRATA PTY LTD Name of Manager / Owners Corporation	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	22	3	3011	244
2	24	3	3011	245
3	24	3	3011	246
4	16	3	3011	247
5	18	3	3011	248
6	16	3	3011	249
7	16	3	3011	250
8	22	3	3011	251
9	24	3	3011	252
10	26	4	3011	253
11	18	4	3011	254
12	26	4	3011	255
13	18	4	3011	256
14	26	4	3011	257
15	26	4	3011	258
16	20	4	3011	259
17	20	3	3011	260
18	24	3	3011	261
19	24	3	3011	262
20	24	3	3011	263
21	24	3	3011	264
22	28	4	3011	265
23	16	3	3011	266
24	16	3	3011	267
25	16	3	3011	268

Aggregate

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	16	3	3011	269
27	16	3	3011	270
28	16	3	3011	271
29	24	3	3011	272
30	20	3	3011	273
31	16	3	3011	274
32	16	3	3011	275
33	24	3	3011	276
34	26	3	3011	277
35	26	5	3011	278
36	26	3	3011	279
37	26	3	3011	280
38	30	4	3011	281
39	18	3	3011	282
40	18	3	3011	283
41	18	3	3011	284
42	18	3	3011	285
43	18	3	3011	286
44	18	3	3011	287
45	30	4	3011	288
46	26	3	3011	289
47	26	3	3011	290
48	26	4	3011	291
49	26	3	3011	292
50	24	3	3011	293
Aggregate				

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:

Volume	Folio
3011	243


 David Pryce
 Registrar-General



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 Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****2. LAND**

District/Division	Section	Block	Unit Plan No
Canberra Central/Dickson	12	4	15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	28	3	3011	294
52	28	3	3011	295
53	26	3	3011	296
54	28	3	3011	297
55	28	3	3011	298
56	28	3	3011	299
57	28	3	3011	300
58	32	5	3011	301
59	20	3	3011	302
60	20	3	3011	303
61	20	3	3011	304
62	20	3	3011	305
63	20	3	3011	306
64	20	3	3011	307
65	32	5	3011	308
66	28	3	3011	309
67	28	3	3011	310
68	28	3	3011	311
69	28	3	3011	312
70	26	3	3011	313
71	30	3	3011	314
72	30	3	3011	315
73	28	3	3011	316
74	30	3	3011	317
75	30	3	3011	318
Aggregate				

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:

Volume	Folio
3011	243


 David Pryce
 Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

2. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	30	3	3011	319
77	30	3	3011	320
78	34	5	3011	321
79	22	3	3011	322
80	22	3	3011	323
81	22	3	3011	324
82	22	3	3011	325
83	22	3	3011	326
84	22	3	3011	327
85	34	5	3011	328
86	30	3	3011	329
87	30	3	3011	330
88	30	3	3011	331
89	30	3	3011	332
90	28	3	3011	333
91	32	3	3011	334
92	32	3	3011	335
93	30	3	3011	336
94	36	5	3011	337
95	32	4	3011	338
96	24	3	3011	339
97	24	3	3011	340
98	24	3	3011	341
99	24	3	3011	342
100	24	3	3011	343
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

3. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	36	5	3011	344
102	32	3	3011	345
103	32	3	3011	346
104	32	3	3011	347
105	32	3	3011	348
106	30	3	3011	349
107	34	3	3011	350
108	34	3	3011	351
109	36	3	3011	352
110	26	3	3011	353
111	26	3	3011	354
112	26	3	3011	355
113	38	6	3011	356
114	34	3	3011	357
115	34	3	3011	358
116	34	3	3011	359
117	34	3	3011	360
118	32	3	3011	361
119	38	3	3011	362
120	28	3	3011	363
121	28	3	3011	364
122	28	3	3011	365
123	40	5	3011	366
124	36	3	3011	367
125	36	5	3011	368
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

3. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	36	3	3011	369
127	34	3	3011	370
128	36	3	3011	371
129	38	3	3011	372
130	28	3	3011	373
131	28	3	3011	374
132	28	3	3011	375
133	40	5	3011	376
134	36	3	3011	377
135	36	3	3011	378
136	36	5	3011	379
137	36	3	3011	380
138	34	3	3011	381
139	24	3	3011	382
140	24	3	3011	383
141	16	3	3011	384
142	24	4	3011	385
143	24	4	3011	386
144	24	3	3011	387
145	24	3	3011	388
146	16	3	3011	389
147	22	3	3011	390
148	24	3	3011	391
149	24	3	3011	392
150	24	3	3011	393
Aggregate				

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:

Volume	Folio
3011	243


 David Pryce
 Registrar-General



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 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

4. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	24	3	3011	394
152	24	3	3011	395
153	24	3	3011	396
154	18	3	3011	397
155	26	3	3011	398
156	26	3	3011	399
157	26	3	3011	400
158	26	3	3011	401
159	26	3	3011	402
160	26	3	3011	403
161	26	3	3011	404
162	20	3	3011	405
163	28	3	3011	406
164	28	3	3011	407
165	28	3	3011	408
166	28	3	3011	409
167	28	3	3011	410
168	28	3	3011	411
169	28	3	3011	412
170	22	3	3011	413
171	30	3	3011	414
172	30	3	3011	415
173	30	3	3011	416
174	30	3	3011	417
175	30	3	3011	418
Aggregate				

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:

Volume	Folio
3011	243


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 Registrar-General



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 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

4. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	30	3	3011	419
177	30	3	3011	420
178	24	3	3011	421
179	36	4	3011	422
180	36	4	3011	423
181	32	3	3011	424
182	18	3	3011	425
183	24	4	3011	426
184	22	3	3011	427
185	24	4	3011	428
186	24	4	3011	429
187	24	3	3011	430
188	22	3	3011	431
189	26	3	3011	432
190	24	3	3011	433
191	24	3	3011	434
192	16	3	3011	435
193	24	3	3011	436
194	24	3	3011	437
195	24	3	3011	438
196	20	3	3011	439
197	30	3	3011	440
198	26	3	3011	441
199	26	3	3011	442
200	18	3	3011	443
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

5. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	26	3	3011	444
202	26	3	3011	445
203	26	3	3011	446
204	24	3	3011	447
205	30	3	3011	448
206	28	3	3011	449
207	28	3	3011	450
208	20	3	3011	451
209	28	3	3011	452
210	28	3	3011	453
211	28	3	3011	454
212	26	3	3011	455
213	32	3	3011	456
214	30	3	3011	457
215	30	3	3011	458
216	22	3	3011	459
217	30	3	3011	460
218	30	6	3011	461
219	30	3	3011	462
220	28	3	3011	463
221	34	3	3011	464
222	32	3	3011	465
223	36	5	3011	466
224	30	3	3011	467
225	18	4	3011	468
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

5. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	26	4	3011	469
227	18	4	3011	470
228	26	4	3011	471
229	24	3	3011	472
230	24	3	3011	473
231	24	3	3011	474
232	26	4	3011	475
233	18	4	3011	476
234	26	4	3011	477
235	16	3	3011	478
236	24	3	3011	479
237	24	3	3011	480
238	24	3	3011	481
239	18	3	3011	482
240	18	3	3011	483
241	20	4	3011	484
242	26	3	3011	485
243	26	3	3011	486
244	26	4	3011	487
245	20	4	3011	488
246	18	3	3011	489
247	26	3	3011	490
248	20	3	3011	491
249	20	3	3011	492
250	22	4	3011	493
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

6. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	28	3	3011	494
252	28	3	3011	495
253	28	3	3011	496
254	22	4	3011	497
255	20	3	3011	498
256	28	3	3011	499
257	22	3	3011	500
258	22	3	3011	501
259	24	4	3011	502
260	30	3	3011	503
261	30	3	3011	504
262	30	3	3011	505
263	24	4	3011	506
264	22	3	3011	507
265	30	3	3011	508
266	24	3	3011	509
267	24	3	3011	510
268	26	4	3011	511
269	32	3	3011	512
270	32	3	3011	513
271	32	3	3011	514
272	26	4	3011	515
273	24	3	3011	516
274	32	3	3011	517
275	26	3	3011	518
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

6. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	26	3	3011	519
277	28	4	3011	520
278	34	3	3011	521
279	34	3	3011	522
280	34	3	3011	523
281	28	4	3011	524
282	26	3	3011	525
283	34	3	3011	526
284	28	3	3011	527
285	28	3	3011	528
286	30	4	3011	529
287	36	3	3011	530
288	36	3	3011	531
289	36	3	3011	532
290	30	4	3011	533
291	28	3	3011	534
292	36	3	3011	535
293	28	3	3011	536
294	28	3	3011	537
295	30	4	3011	538
296	36	3	3011	539
297	36	3	3011	540
298	36	3	3011	541
299	30	4	3011	542
300	28	6	3011	543
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

7. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	36	3	3011	544
302	22	3	3011	545
303	24	4	3011	546
304	18	3	3011	547
305	22	3	3011	548
306	16	3	3011	549
307	18	4	3011	550
308	26	4	3011	551
309	18	4	3011	552
310	24	3	3011	553
311	24	3	3011	554
312	26	3	3011	555
313	20	3	3011	556
314	24	3	3011	557
315	26	3	3011	558
316	28	3	3011	559
317	24	3	3011	560
318	26	3	3011	561
319	26	3	3011	562
320	26	3	3011	563
321	18	3	3011	564
322	26	3	3011	565
323	28	3	3011	566
324	30	3	3011	567
325	26	3	3011	568
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

7. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	28	3	3011	569
327	28	3	3011	570
328	28	3	3011	571
329	20	3	3011	572
330	28	3	3011	573
331	30	3	3011	574
332	32	3	3011	575
333	28	3	3011	576
334	30	3	3011	577
335	30	3	3011	578
336	30	3	3011	579
337	22	3	3011	580
338	30	3	3011	581
339	32	3	3011	582
340	34	3	3011	583
341	30	3	3011	584
342	32	3	3011	585
343	32	3	3011	586
344	32	3	3011	587
345	24	3	3011	588
346	32	3	3011	589
347	34	3	3011	590
348	36	3	3011	591
349	32	3	3011	592
350	34	3	3011	593
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
351	34	3	3011	594
352	34	3	3011	595
353	26	3	3011	596
354	34	3	3011	597
355	36	3	3011	598
356	36	3	3011	599
357	34	3	3011	600
358	36	3	3011	601
359	36	3	3011	602
360	36	3	3011	603
361	28	3	3011	604
362	34	3	3011	605
363	36	3	3011	606
364	38	3	3011	607
365	34	3	3011	608
366	36	3	3011	609
367	36	4	3011	610
368	36	3	3011	611
369	28	3	3011	612
370	36	4	3011	613
Aggregate	10,000	1190		

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:

Volume	Folio
3011	243

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

<table><tr><th colspan="5">UNIT IDENTIFIER</th><th colspan="6">SUBSIDIARIES</th><th></th></tr><tr><th rowspan="2">UNIT No.</th><th rowspan="2">SHEET No.</th><th rowspan="2">FLOOR</th><th rowspan="2">DOOR No.</th><th rowspan="2">STREET</th><th colspan="2">BALCONY / TERRACE / PLANTER</th><th colspan="2">CARSPACE / GARAGE</th><th colspan="2">STORE ROOM</th><th></th></tr><tr><th>SUB No.</th><th>SHEET No.</th><th>SUB No.</th><th>SHEET No.</th><th>SUB No.</th><th>SHEET No.</th><th>SUBSIDIARY TOTAL</th></tr><tr><td>82</td><td>34</td><td>4th</td><td>410</td><td rowspan="20">No. 55 DOORING STREET</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>83</td><td>34</td><td>4th</td><td>411</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>84</td><td>34</td><td>4th</td><td>412</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>85</td><td>34</td><td>4th</td><td>413</td><td>1, 2</td><td>34</td><td>3, 4</td><td>25</td><td>5</td><td>25</td><td>5</td></tr><tr><td>86</td><td>34</td><td>4th</td><td>414</td><td>1</td><td>34</td><td>2</td><td>28</td><td>3</td><td>24</td><td>3</td></tr><tr><td>87</td><td>34</td><td>4th</td><td>415</td><td>1</td><td>34</td><td>2</td><td>28</td><td>3</td><td>28</td><td>3</td></tr><tr><td>88</td><td>34</td><td>4th</td><td>416</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>89</td><td>34</td><td>4th</td><td>417</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>90</td><td>34</td><td>4th</td><td>418</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>91</td><td>34</td><td>4th</td><td>419</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>92</td><td>34</td><td>4th</td><td>420</td><td>1</td><td>34</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>93</td><td>35</td><td>5th</td><td>501</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>94</td><td>35</td><td>5th</td><td>502</td><td>1</td><td>35</td><td>2, 3</td><td>24</td><td>4, 5</td><td>24</td><td>5</td></tr><tr><td>95</td><td>35</td><td>5th</td><td>503</td><td>1, 2</td><td>35</td><td>3</td><td>24</td><td>4</td><td>24</td><td>4</td></tr><tr><td>96</td><td>35</td><td>5th</td><td>504</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>97</td><td>35</td><td>5th</td><td>505</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>98</td><td>35</td><td>5th</td><td>506</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>99</td><td>35</td><td>5th</td><td>507</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>100</td><td>35</td><td>5th</td><td>508</td><td>1</td><td>35</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>101</td><td>35</td><td>5th</td><td>509</td><td>1, 2</td><td>35</td><td>3, 4</td><td>27</td><td>5</td><td>27</td><td>5</td></tr><tr><td>102</td><td>35</td><td>5th</td><td>510</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>103</td><td>35</td><td>5th</td><td>511</td><td>1</td><td>35</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>104</td><td>35</td><td>5th</td><td>512</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>105</td><td>35</td><td>5th</td><td>513</td><td>1</td><td>35</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>106</td><td>35</td><td>5th</td><td>514</td><td>1</td><td>35</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>107</td><td>35</td><td>5th</td><td>515</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>108</td><td>35</td><td>5th</td><td>516</td><td>1</td><td>35</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>109</td><td>36</td><td>6th</td><td>601</td><td>1</td><td>36</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>110</td><td>36</td><td>6th</td><td>602</td><td>1</td><td>36</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>111</td><td>36</td><td>6th</td><td>603</td><td>1</td><td>36</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>112</td><td>36</td><td>6th</td><td>604</td><td>1</td><td>36</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>113</td><td>36</td><td>6th</td><td>605</td><td>1, 2</td><td>36</td><td>3, 4</td><td>28</td><td>5, 6</td><td>28</td><td>6</td></tr><tr><td>114</td><td>36</td><td>6th</td><td>606</td><td>1</td><td>36</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>115</td><td>36</td><td>6th</td><td>607</td><td>1</td><td>36</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>116</td><td>36</td><td>6th</td><td>608</td><td>1</td><td>36</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>117</td><td>36</td><td>6th</td><td>609</td><td>1</td><td>36</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>118</td><td>36</td><td>6th</td><td>610</td><td>1</td><td>36</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>119</td><td>37</td><td>7th</td><td>701</td><td>1</td><td>37</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>120</td><td>37</td><td>7th</td><td>702</td><td>1</td><td>37</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr></table>												UNIT IDENTIFIER					SUBSIDIARIES							UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM			SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL	82	34	4th	410	No. 55 DOORING STREET	1	34	2	24	3	24	3	83	34	4th	411	1	34	2	24	3	24	3	84	34	4th	412	1	34	2	24	3	24	3	85	34	4th	413	1, 2	34	3, 4	25	5	25	5	86	34	4th	414	1	34	2	28	3	24	3	87	34	4th	415	1	34	2	28	3	28	3	88	34	4th	416	1	34	2	24	3	24	3	89	34	4th	417	1	34	2	24	3	24	3	90	34	4th	418	1	34	2	24	3	24	3	91	34	4th	419	1	34	2	24	3	24	3	92	34	4th	420	1	34	2	24	3	24	3	93	35	5th	501	1	35	2	24	3	24	3	94	35	5th	502	1	35	2, 3	24	4, 5	24	5	95	35	5th	503	1, 2	35	3	24	4	24	4	96	35	5th	504	1	35	2	24	3	24	3	97	35	5th	505	1	35	2	24	3	24	3	98	35	5th	506	1	35	2	24	3	24	3	99	35	5th	507	1	35	2	24	3	24	3	100	35	5th	508	1	35	2	25	3	25	3	101	35	5th	509	1, 2	35	3, 4	27	5	27	5	102	35	5th	510	1	35	2	24	3	24	3	103	35	5th	511	1	35	2	27	3	27	3	104	35	5th	512	1	35	2	24	3	24	3	105	35	5th	513	1	35	2	27	3	27	3	106	35	5th	514	1	35	2	27	3	27	3	107	35	5th	515	1	35	2	24	3	24	3	108	35	5th	516	1	35	2	24	3	24	3	109	36	6th	601	1	36	2	25	3	25	3	110	36	6th	602	1	36	2	25	3	25	3	111	36	6th	603	1	36	2	25	3	25	3	112	36	6th	604	1	36	2	25	3	25	3	113	36	6th	605	1, 2	36	3, 4	28	5, 6	28	6	114	36	6th	606	1	36	2	25	3	25	3	115	36	6th	607	1	36	2	24	3	24	3	116	36	6th	608	1	36	2	24	3	24	3	117	36	6th	609	1	36	2	24	3	24	3	118	36	6th	610	1	36	2	24	3	24	3	119	37	7th	701	1	37	2	27	3	27	3	120	37	7th	702	1	37	2	25	3	25	3	<table><tr><th colspan="5">UNIT IDENTIFIER</th><th colspan="6">SUBSIDIARIES</th><th></th></tr><tr><th rowspan="2">UNIT No.</th><th rowspan="2">SHEET No.</th><th rowspan="2">FLOOR</th><th rowspan="2">DOOR No.</th><th rowspan="2">STREET</th><th colspan="2">BALCONY / TERRACE / PLANTER</th><th colspan="2">CARSPACE / GARAGE</th><th colspan="2">STORE ROOM</th><th></th></tr><tr><th>SUB No.</th><th>SHEET No.</th><th>SUB No.</th><th>SHEET No.</th><th>SUB No.</th><th>SHEET No.</th><th>SUBSIDIARY TOTAL</th></tr><tr><td>121</td><td>37</td><td>7th</td><td>703</td><td rowspan="18">No. 55 DOORING STREET</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>122</td><td>37</td><td>7th</td><td>704</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>123</td><td>37</td><td>7th</td><td>705</td><td>1</td><td>37</td><td>2, 3</td><td>24</td><td>4, 5</td><td>24</td><td>5</td></tr><tr><td>124</td><td>37</td><td>7th</td><td>706</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>125</td><td>37</td><td>7th</td><td>707</td><td>1</td><td>37</td><td>2, 3</td><td>25</td><td>4, 5</td><td>25</td><td>5</td></tr><tr><td>126</td><td>37</td><td>7th</td><td>708</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>127</td><td>37</td><td>7th</td><td>709</td><td>1</td><td>37</td><td>2</td><td>28</td><td>3</td><td>28</td><td>3</td></tr><tr><td>128</td><td>37</td><td>7th</td><td>710</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>129</td><td>38</td><td>8th</td><td>801</td><td>1</td><td>38</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>130</td><td>38</td><td>8th</td><td>802</td><td>1</td><td>37</td><td>2</td><td>25</td><td>3</td><td>25</td><td>3</td></tr><tr><td>131</td><td>38</td><td>8th</td><td>803</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>132</td><td>38</td><td>8th</td><td>804</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>133</td><td>38</td><td>8th</td><td>805</td><td>1</td><td>37</td><td>2, 3</td><td>24</td><td>4, 5</td><td>24</td><td>5</td></tr><tr><td>134</td><td>38</td><td>8th</td><td>806</td><td>1</td><td>37</td><td>2</td><td>28</td><td>3</td><td>28</td><td>3</td></tr><tr><td>135</td><td>38</td><td>8th</td><td>807</td><td>1</td><td>37</td><td>2</td><td>24</td><td>3</td><td>24</td><td>3</td></tr><tr><td>136</td><td>38</td><td>8th</td><td>808</td><td>1</td><td>37</td><td>2, 3</td><td>24</td><td>4, 5</td><td>24, 30</td><td>5</td></tr><tr><td>137</td><td>38</td><td>8th</td><td>809</td><td>1</td><td>38</td><td>2</td><td>27</td><td>3</td><td>27</td><td>3</td></tr><tr><td>138</td><td>38</td><td>8th</td><td>810</td><td>1</td><td>38</td><td>2</td><td>28</td><td>3</td><td>28</td><td>3</td></tr></table>												UNIT IDENTIFIER					SUBSIDIARIES							UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM			SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL	121	37	7th	703	No. 55 DOORING STREET	1	37	2	24	3	24	3	122	37	7th	704	1	37	2	24	3	24	3	123	37	7th	705	1	37	2, 3	24	4, 5	24	5	124	37	7th	706	1	37	2	24	3	24	3	125	37	7th	707	1	37	2, 3	25	4, 5	25	5	126	37	7th	708	1	37	2	24	3	24	3	127	37	7th	709	1	37	2	28	3	28	3	128	37	7th	710	1	37	2	24	3	24	3	129	38	8th	801	1	38	2	27	3	27	3	130	38	8th	802	1	37	2	25	3	25	3	131	38	8th	803	1	37	2	24	3	24	3	132	38	8th	804	1	37	2	24	3	24	3	133	38	8th	805	1	37	2, 3	24	4, 5	24	5	134	38	8th	806	1	37	2	28	3	28	3	135	38	8th	807	1	37	2	24	3	24	3	136	38	8th	808	1	37	2, 3	24	4, 5	24, 30	5	137	38	8th	809	1	38	2	27	3	27	3	138	38	8th	810	1	38	2	28	3	28	3
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UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
139	39	GROUND	G01	No. 59 DOORING STREET	1	39	2	28	3	28	3
140	39	GROUND	G02		1	39	2	28	3	28	3
141	39	GROUND	G03		1	39	2	28	3	28	3
142	39	GROUND	G04		1, 2	39	3	28	4	28	4
143	39	GROUND	G05		1, 2	39	3	28	4	28	4
144	39	GROUND	G06		1	39	2	25	3	25	3
145	39	GROUND	G07		1	39	2	28	3	28	3
146	40	1st	101		1	40	2	26	3	26	3
147	40	1st	102		1	40	2	26	3	26	3
148	40	1st	103		1	40	2	26	3	26	3
149	40	1st	104		1	40	2	26	3	26	3
150	40	1st	105		1	40	2	26	3	26	3
151	40	1st	106		1	40	2	25	3	25	3
152	40	1st	107		1	40	2	25	3	25	3
153	40	1st	108		1	40	2	26	3	26	3
154	41	2nd	201		1	41	2	25	3	25	3
155	41	2nd	202		1	41	2	25	3	25	3
156	41	2nd	203		1	41	2	28	3	28	3
157	41	2nd	204		1	41	2	28	3	28	3
158	41	2nd	205		1	41	2	28	3	28	3
159	41	2nd	206		1	41	2	25	3	25	3
160	41	2nd	207		1	41	2	25	3	25	3
161	41	2nd	208		1	41	2	25	3	25	3
162	42	3rd	301		1	42	2	25	3	25	3

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
163	42	3rd	302	No. 59 DOORING STREET	1	42	2	29	3	29	3
164	42	3rd	303		1	42	2	29	3	29	3
165	42	3rd	304		1	42	2	25	3	25	3
166	42	3rd	305		1	42	2	25	3	25	3
167	42	3rd	306		1	42	2	29	3	29	3
168	42	3rd	307		1	42	2	28	3	28	3
169	42	3rd	308		1	42	2	25	3	25	3
170	43	4th	401		1	43	2	25	3	25	3
171	43	4th	402		1	43	2	29	3	29	3
172	43	4th	403		1	43	2	27	3	27	3
173	43	4th	404		1	43	2	28	3	28	3
174	43	4th	405		1	43	2	28	3	28	3
175	43	4th	406		1	43	2	29	3	29	3
176	43	4th	407		1	43	2	29	3	29	3
177	43	4th	408		1	43	2	25	3	25	3
178	44	5th	501		1	44	2	28	3	28	3
179	44	5th	502		1	44	2, 3	28	4	28	4
180	44	5th	503		1	44	2, 3	28	4	28	4
181	44	5th	504		1	44	2	29	3	29	3

LAND TITLES

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Chief Minister, Treasury and
Economic Development Directorate

Sheet No.19.....of68.....

FLOOR PLAN

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Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

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UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
182	48	GROUND	G01	No. 63 DOORING STREET	1	48	2	26	3	26	3
183	48	GROUND	G02		1, 2	48	3	26	4	26	4
184	48	GROUND	G03		1	48	2	26	3	26	3
185	48	GROUND	G04		1, 2	48	3	26	4	24	4
186	48	GROUND	G05		1, 2	48	3	29	4	29	4
187	48	GROUND	G06		1	48	2	29	3	29	3
188	48	GROUND	G07		1	48	2	26	3	26	3
189	49	1st	101		1	49	2	29	3	29	3
190	49	1st	102		1	49	2	26	3	26	3
191	49	1st	103		1	49	2	26	3	26	3
192	49	1st	104		1	49	2	29	3	29	3
193	49	1st	105		1	49	2	26	3	24	3
194	49	1st	106		1	49	2	26	3	26	3
195	49	1st	107		1	49	2	26	3	26	3
196	49	1st	108		1	49	2	26	3	26	3
197	50	2nd	201		1	50	2	29	3	29	3
198	50	2nd	202		1	50	2	26	3	26	3
199	50	2nd	203		1	50	2	25	3	25	3
200	50	2nd	204		1	50	2	26	3	26	3
201	50	2nd	205		1	50	2	26	3	26	3

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
202	50	2nd	206	No. 63 DOORING STREET	1	50	2	26	3	26	3
203	50	2nd	207		1	50	2	26	3	26	3
204	50	2nd	208		1	50	2	26	3	26	3
205	51	3rd	301		1	51	2	29	3	29	3
206	51	3rd	302		1	51	2	26	3	26	3
207	51	3rd	303		1	51	2	26	3	26	3
208	51	3rd	304		1	51	2	26	3	26	3
209	51	3rd	305		1	51	2	26	3	26	3
210	51	3rd	306		1	51	2	29	3	29	3
211	51	3rd	307		1	51	2	29	3	29	3
212	51	3rd	308		1	51	2	29	3	29	3
213	52	4th	401		1	52	2	29	3	29	3
214	52	4th	402		1	52	2	29	3	29	3
215	52	4th	403		1	52	2	29	3	29	3
216	52	4th	404		1	52	2	26	3	26	3
217	52	4th	405		1	52	2	26	3	26	3
218	52	4th	406		1	52	2, 3	29	4, 5, 6	27, 29, 53	6
219	52	4th	407		1	52	2	29	3	29	3
220	52	4th	408		1	52	2	29	3	29	3
221	53	5th	501		1	53	2	29	3	29	3
222	53	5th	502		1	53	2	29	3	29	3
223	53	5th	503		1	53	2, 3	29	4, 5	29	5
224	53	5th	504		1	53	2	29	3	29	3
225	39, 40	GD, 1st	G01	No. 254 NORTHBOURNE STREET	1, 2	39	3	28	4	28	4
226	39, 40	GD, 1st	G02		1, 2	39	3	27	4	27	4
227	39, 40	GD, 1st	G03		1, 2	39	3	28	4	28	4
228	39, 40	GD, 1st	G04		1, 2	39	3	28	4	28	4
229	39	GROUND	G05		1	39	2	25	3	25	3
230	39	GROUND	G06		1	39	2	25	3	25	3
231	39	GROUND	G07		1	39	2	28	3	28	3
232	39, 40	GD, 1st	G08		1, 2	39	3	28	4	28	4
233	39, 40	GD, 1st	G09		1, 2	39	3	28	4	28	4
234	39, 40	GD, 1st	G10		1, 2	39	3	28	4	28	4
235	40	1st	101		1	40	2	27	3	27	3
236	40	1st	102		1	40	2	25	3	25	3
237	40	1st	103		1	40	2	24	3	24	3
238	40	1st	104		1	40	2	26	3	26	3
239	41	2nd	201		1	41	2	28	3	28	3
240	41	2nd	202		1	41	2	26	3	26	3
241	41	2nd	203		1, 2	41	3	25	4	25	4
242	41	2nd	204		1	41	2	26	3	26	3
243	41	2nd	205		1	41	2	26	3	26	3

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No.20.....of68.....

FLOOR PLAN

Block

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Section

12

Division

DICKSON

FLOOR NUMBER

Signature of Lessee

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

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

UNITS PLAN No.

15402

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
244	41	2nd	206	No. 254 NORTHBOURNE STREET	1	41	2	25	3, 4	24, 25	4
245	41	2nd	207		1, 2	41	3	25	4	25	4
246	41	2nd	208		1	41	2	26	3	26	3
247	41	2nd	209		1	41	2	26	3	26	3
248	42	3rd	301		1	42	2	26	3	26	3
249	42	3rd	302		1	42	2	26	3	26	3
250	42	3rd	303		1, 2	42	3	25	4	25	4
251	42	3rd	304		1	42	2	28	3	28	3
252	42	3rd	305		1	42	2	26	3	26	3
253	42	3rd	306		1	42	2	25	3	25	3
254	42	3rd	307		1, 2	42	3	26	4	26	4
255	42	3rd	308		1	42	2	26	3	26	3
256	42	3rd	309		1	42	2	26	3	26	3
257	43	4th	401		1	43	2	26	3	26	3
258	43	4th	402		1	43	2	25	3	25	3
259	43	4th	403		1, 2	43	3	26	4	26	4
260	43	4th	404		1	43	2	26	3	26	3
261	43	4th	405		1	43	2	26	3	26	3
262	43	4th	406		1	43	2	26	3	26	3
263	43	4th	407		1, 2	43	3	26	4	26	4
264	43	4th	408		1	43	2	26	3	26	3
265	43	4th	409		1	43	2	26	3	26	3
266	44	5th	501		1	44	2	24	3	24	3
267	44	5th	502		1	44	2	25	3	25	3
268	44	5th	503		1, 2	44	3	25	4	25	4
269	44	5th	504		1	44	2	26	3	26	3
270	44	5th	505		1	44	2	26	3	26	3
271	44	5th	506		1	44	2	26	3	26	3
272	44	5th	507		1, 2	44	3	24	4	24	4
273	44	5th	508		1	44	2	24	3	24	3
274	44	5th	509		1	44	2	24	3	24	3
275	45	6th	601		1	45	2	25	3	25	3
276	45	6th	602	1	45	2	25	3	25	3	
277	45	6th	603	1, 2	45	3	26	4	26	4	
278	45	6th	604	1	45	2	29	3	29	3	
279	45	6th	605	1	45	2	26	3	26	3	
280	45	6th	606	1	45	2	28	3	24	3	
281	45	6th	607	1, 2	45	3	29	4	29	4	
282	45	6th	608	1	45	2	26	3	26	3	

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
283	45	6th	609	No. 254 NORTHBOURNE STREET	1	45	2	25	3	25	3
284	46	7th	701		1	46	2	25	3	25	3
285	46	7th	702		1	46	2	25	3	25	3
286	46	7th	703		1, 2	46	3	26	4	26	4
287	46	7th	704		1	46	2	29	3	29	3
288	46	7th	705		1	46	2	28	3	28	3
289	46	7th	706		1	46	2	28	3	28	3
290	46	7th	707		1, 2	46	3	28	4	28	4
291	46	7th	708		1	46	2	25	3	25	3
292	46	7th	709		1	46	2	25	3	25	3
293	47	8th	801		1	47	2	25	3	25	3
294	47	8th	802		1	47	2	28	3	28	3
295	47	8th	803		1, 2	47	3	28	4	28	4
296	47	8th	804		1	47	2	29	3	29	3
297	47	8th	805		1	47	2	29	3	29	3
298	47	8th	806		1	47	2	28	3	28	3
299	47	8th	807	1, 2	47	3	28	4	28	4	
300	47	8th	808	1	47	2, 3	29	4-5, 6	29, 30	6	
301	47	8th	809	1	47	2	25	3	25	3	
302	48	GROUND	G01	No. 258 NORTHBOURNE STREET	1	48	2	26	3	26	3
303	48	GROUND	G02		1, 2	48	3	26	4	26	4
304	48	GROUND	G03		1	48	2	26	3	26	3
305	48	GROUND	G04		1	48	2	26	3	26	3
306	48	GROUND	G05		1	48	2	26	3	26	3
307	48, 49	GD, 1st	G06		1, 2	48	3	25	4	25	4
308	48, 49	GD, 1st	G07		1, 2	48	3	28	4	28	4
309	48, 49	GD, 1st	G08		1, 2	48	3	26	4	26	4
310	49	1st	101		1	49	2	29	3	29	3
311	49	1st	102		1	49	2	29	3	29	3
312	49	1st	103		1	49	2	29	3	29	3
313	49	1st	104		1	49	2	26	3	26	3
314	49	1st	105		1	49	2	27	3	24	3
315	50	2nd	201		1	50	2	26	3	26	3
316	50	2nd	202		1	50	2	26	3	26	3
317	50	2nd	203		1	50	2	26	3	26	3
318	50	2nd	204	1	50	2	26	3	26	3	
319	50	2nd	205	1	50	2	26	3	26	3	
320	50	2nd	206	1	50	2	26	3	26	3	
321	50	2nd	207	1	50	2	26	3	26	3	
322	50	2nd	208	1	50	2	26	3	26	3	
323	51	3rd	301	1	51	2	29	3	29	3	
324	51	3rd	302	1	51	2	29	3	29	3	

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Form 3

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No.21.....of68.....

FLOOR PLAN

Block

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Section

12

Division

DICKSON

FLOOR NUMBER

Signature of Lessee

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

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

UNITS PLAN No.

15402

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
325	51	3rd	303	No. 258 NORTHBOURNE STREET	1	51	2	29	3	29	3
326	51	3rd	304		1	51	2	26	3	26	3
327	51	3rd	305		1	51	2	29	3	29	3
328	51	3rd	306		1	51	2	29	3	29	3
329	51	3rd	307		1	51	2	29	3	29	3
330	51	3rd	308		1	51	2	29	3	29	3
331	52	4th	401		1	52	2	28	3	28	3
332	52	4th	402		1	52	2	29	3	29	3
333	52	4th	403		1	52	2	26	3	26	3
334	52	4th	404		1	52	2	29	3	29	3
335	52	4th	405		1	52	2	29	3	29	3
336	52	4th	406		1	52	2	29	3	29	3
337	52	4th	407		1	52	2	28	3	28	3
338	52	4th	408		1	52	2	28	3	28	3
339	53	5th	501		1	53	2	26	3	26	3
340	53	5th	502		1	53	2	26	3	26	3
341	53	5th	503		1	53	2	29	3	29	3
342	53	5th	504		1	53	2	26	3	26	3
343	53	5th	505		1	53	2	26	3	26	3
344	53	5th	506		1	53	2	26	3	26	3
345	53	5th	507		1	53	2	29	3	29	3
346	53	5th	508		1	53	2	26	3	26	3
347	54	6th	601		1	54	2	28	3	28	3
348	54	6th	602		1	54	2	29	3	29	3
349	54	6th	603		1	54	2	29	3	29	3
350	54	6th	604		1	54	2	29	3	29	3
351	54	6th	605		1	54	2	29	3	29	3
352	54	6th	606		1	54	2	26	3	26	3
353	54	6th	607		1	54	2	26	3	26	3
354	54	6th	608		1	54	2	26	3	26	3
355	55	7th	701		1	55	2	29	3	29	3
356	55	7th	702		1	55	2	29	3	29	3

UNIT IDENTIFIER					SUBSIDIARIES						
UNIT No.	SHEET No.	FLOOR	DOOR No.	STREET	BALCONY / TERRACE / PLANTER		CARSPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
357	55	7th	703	No. 258 NORTHBOURNE STREET	1	55	2	29	3	29	3
358	55	7th	704		1	55	2	28	3	28	3
359	55	7th	705		1	55	2	29	3	29	3
360	55	7th	706		1	55	2	26	3	26	3
361	55	7th	707		1	55	2	26	3	26	3
362	55	7th	708		1	55	2	29	3	29	3
363	56	8th	801		1	56	2	29	3	29	3
364	56	8th	802		1	56	2	26	3	26	3
365	56	8th	803		1	56	2	29	3	29	3
366	56	8th	804		1	56	2	29	3	29	3
367	56	8th	805		1	56	2	29	3, 4	29, 26	4
368	56	8th	806		1	56	2	26	3	26	3
369	56	8th	807		1	56	2	25	3	25	3
370	56	8th	808		1	56	2	29	3, 4	29, 30	4

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No.22.....of68.....

FLOOR PLAN

Block

4

Section

12

Division

DICKSON

FLOOR NUMBER

Signature of Lessee

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

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

UNITS PLAN No.

15402

LEGEND and SPECIFICATION SHEET

FLOOR PLAN

Block

4

Section

12

Division

DICKSON

FLOOR NUMBER

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE *UNIT TITLES ACT 2001*,
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OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

15402

CP	- DENOTES COMMON PROPERTY		- DENOTES STRUCTURAL COLUMN (COMMON PROPERTY)
BR	- DENOTES BICYCLE STORAGE (COMMON PROPERTY)		- DENOTES PROLONGATION CENTRELINE OF COLUMN
EB	- DENOTES ELECTRICITY BOX (COMMON PROPERTY)		- DENOTES PROLONGATION FACE OF COLUMN
GB	- DENOTES GARDEN BED (COMMON PROPERTY)		- DENOTES PROLONGATION CENTRELINE OF METAL WALLED STOREROOM
LB	- DENOTES LETTER BOX (COMMON PROPERTY)		- DENOTES PROLONGATION FACE OF METAL WALLED STOREROOM
MB	- DENOTES MOTORCYCLE SPACE (COMMON PROPERTY)		- DENOTES BRICK WALL
SC	- DENOTES STOREROOM (COMMON PROPERTY)		
VP	- DENOTES VISITOR PARKING (COMMON PROPERTY)		
WC	- DENOTES TOILET (COMMON PROPERTY)		
B	- DENOTES BALCONY		- DENOTES UNIT BOUNDARY ALONG FACE OF WALL
P	- DENOTES CONCRETE PLANTER		- DENOTES CENTRELINE OF METAL FENCE
S	- DENOTES STORAGE ROOM (AREA AS INDICATED ON PLAN)		- DENOTES PROLONGATION CENTRELINE OF WALL
ST	- DENOTES STAIRS		- DENOTES PROLONGATION FACE OF WALL
T	- DENOTES TERRACE		- DENOTES CARSPACE 13.0m² BEING 2.40 x 5.40
TC	- DENOTES TANDEM CARSPACE		- DENOTES CARSPACE 13.5m² BEING 2.55 x 5.40
			- DENOTES CARSPACE 14.0m² BEING 2.60 x 5.40
			- DENOTES CARSPACE 14.0m² BEING 2.64 X 5.40
			- DENOTES CARSPACE 14.5m² BEING 2.70 x 5.40
			- DENOTES CARSPACE 15.0m² BEING 2.75 x 5.40
			- DENOTES CARSPACE 15.5m² BEING 2.85 x 5.40
			- DENOTES CARSPACE 15.5m² BEING 2.90 x 5.40
			- DENOTES CARSPACE 16.0m² BEING 2.95 X 5.40
			- DENOTES CARSPACE SIZE AND AREA INDICATED ON PLAN
			- DENOTES STOREROOM 1m² UNLESS NOTED OTHERWISE
			- DENOTES STOREROOM 1.5m² UNLESS NOTED OTHERWISE
			- DENOTES STOREROOM 2m² UNLESS NOTED OTHERWISE
			- DENOTES STOREROOM 4m² UNLESS NOTED OTHERWISE

1. - UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRE LINES OF WALLS, UNLESS NOTED OTHERWISE
2. - WHERE A COURTYARD, TERRACE or BALCONY ABUTS THE MAIN BUILDING WALL, THIS COURTYARD, TERRACE or BALCONY SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE COURTYARD, TERRACE or BALCONY SUBSIDIARY BOUNDARIES ARE AS INDICATED ON THE RELEVANT COURTYARD, TERRACE AND BALCONY SHEET.
3. - THE POSITION OF THE WALL CENTRE LINES HAVE BEEN DEDUCED TO DETERMINE UNIT AREA.
4. - COURTYARDS AND TERRACES ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE COURTYARD OR TERRACE.
5. - COURTYARDS AND TERRACES ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT.
6. - ALL AREAS ARE APPROXIMATE.
7. - UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN.
8. - THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001.
9. - AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
10. - UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE.
11. - MAIN UNIT AREAS ARE CALCULATED TO THE CENTRE LINES OF WALLS EXCEPT WHERE ABUTTING A COMMON PROPERTY, WHERE THE AREA HAS BE CALCULATED TO THE EXTERNAL OF SAID WALL

Block 4

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DICKSON

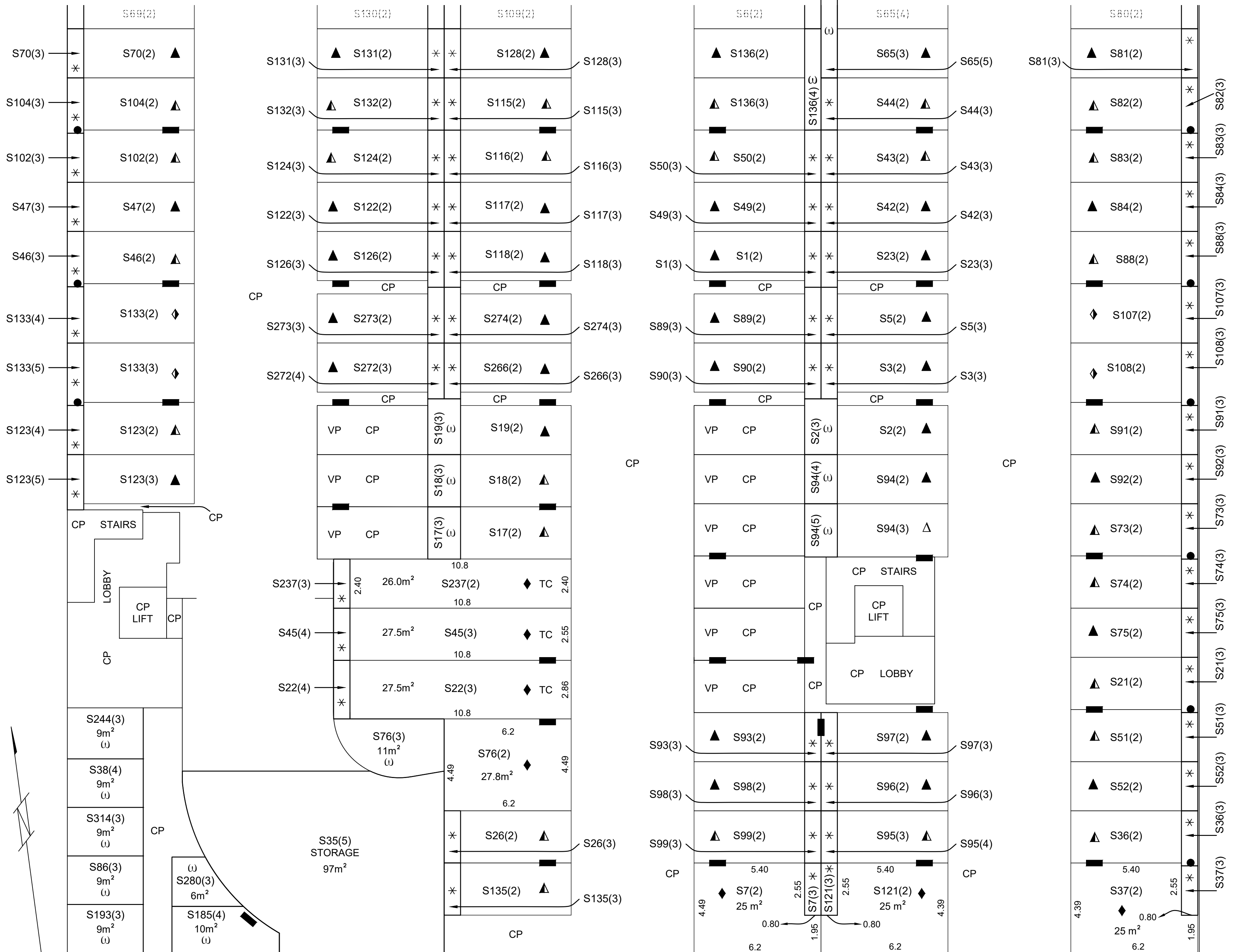
BASEMENT 2
1 OF 3

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

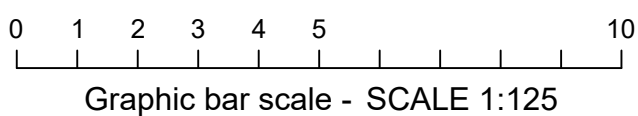
APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.
15402



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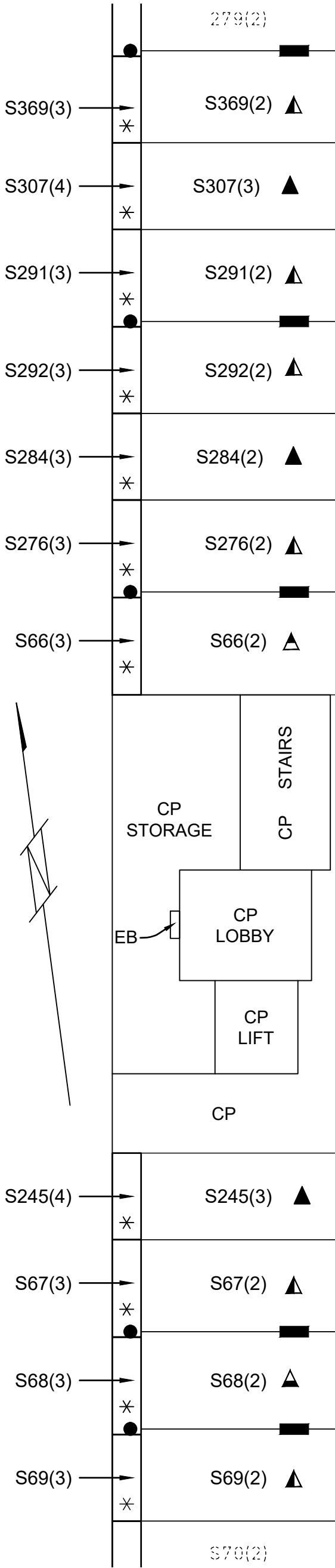
Form 3



SEE

SHEET

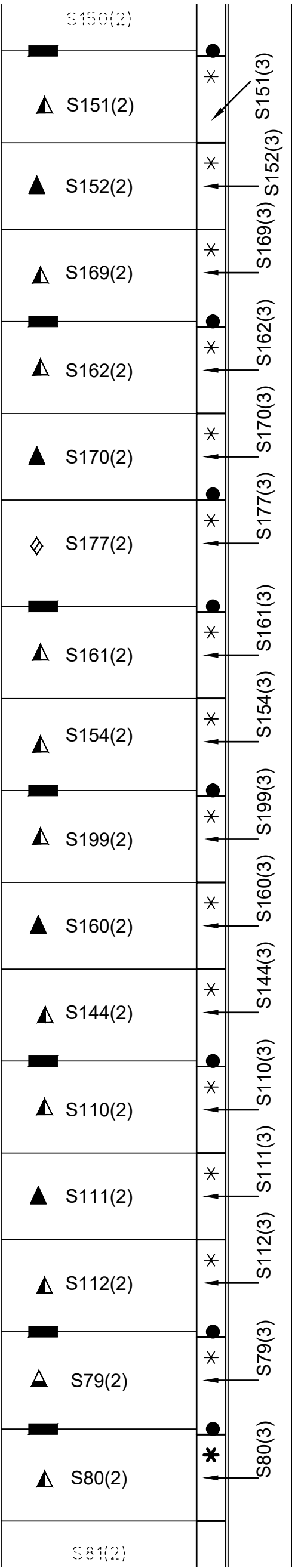
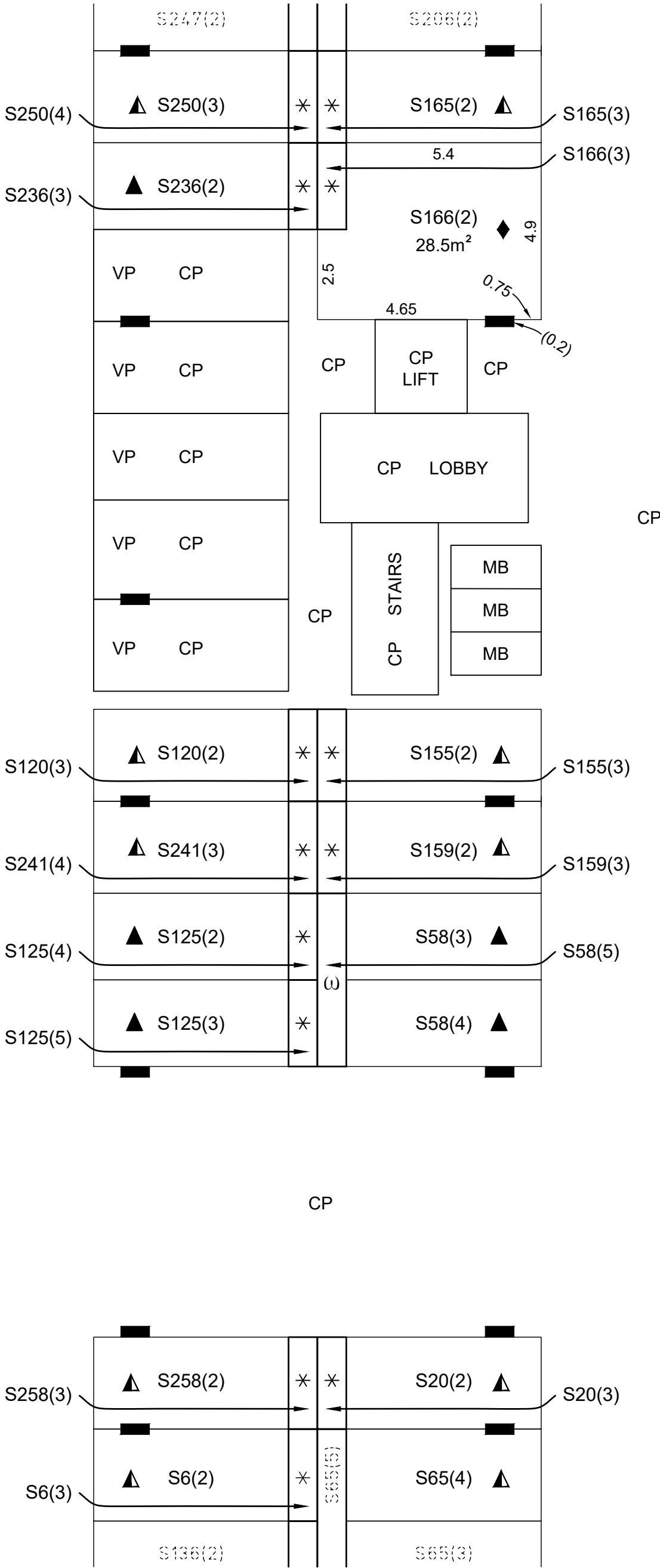
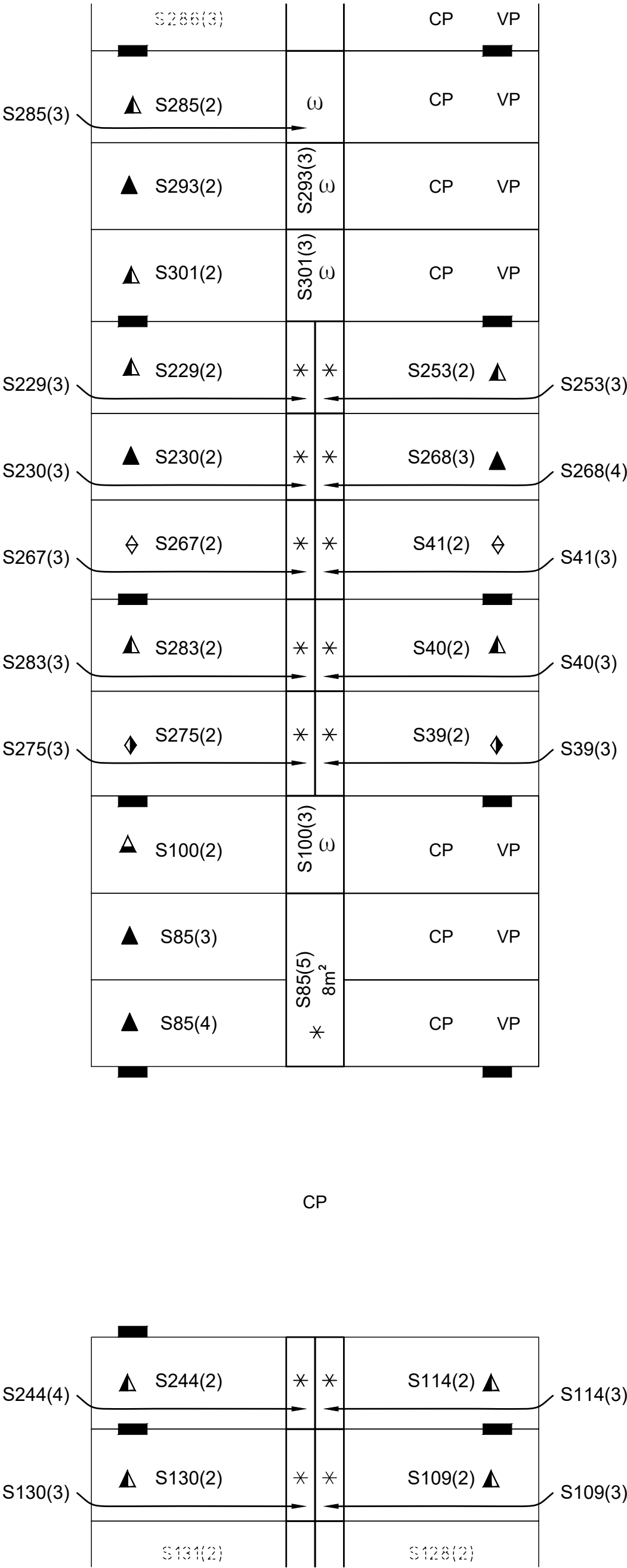
26



SEE

SHEET

24



STREET

DOORING

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No.25.....of ...68.....

FLOOR PLAN

Block

4

Section

12

Division

DICKSON

FLOOR NUMBER

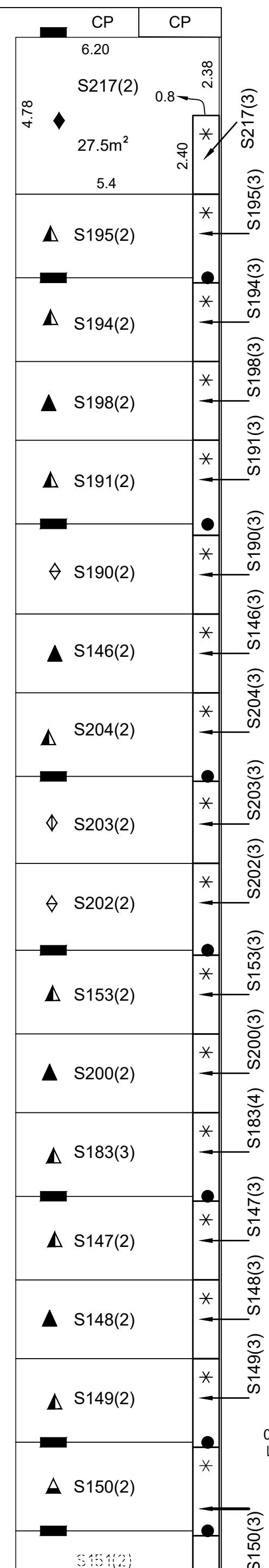
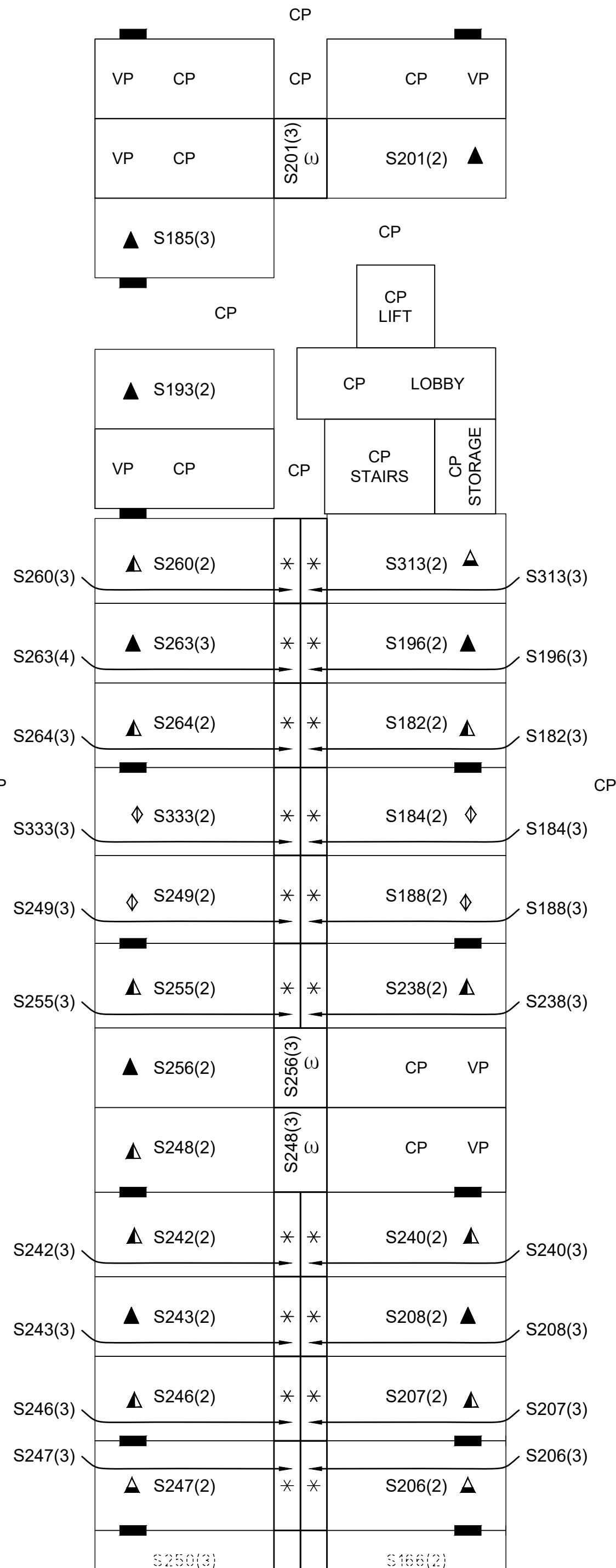
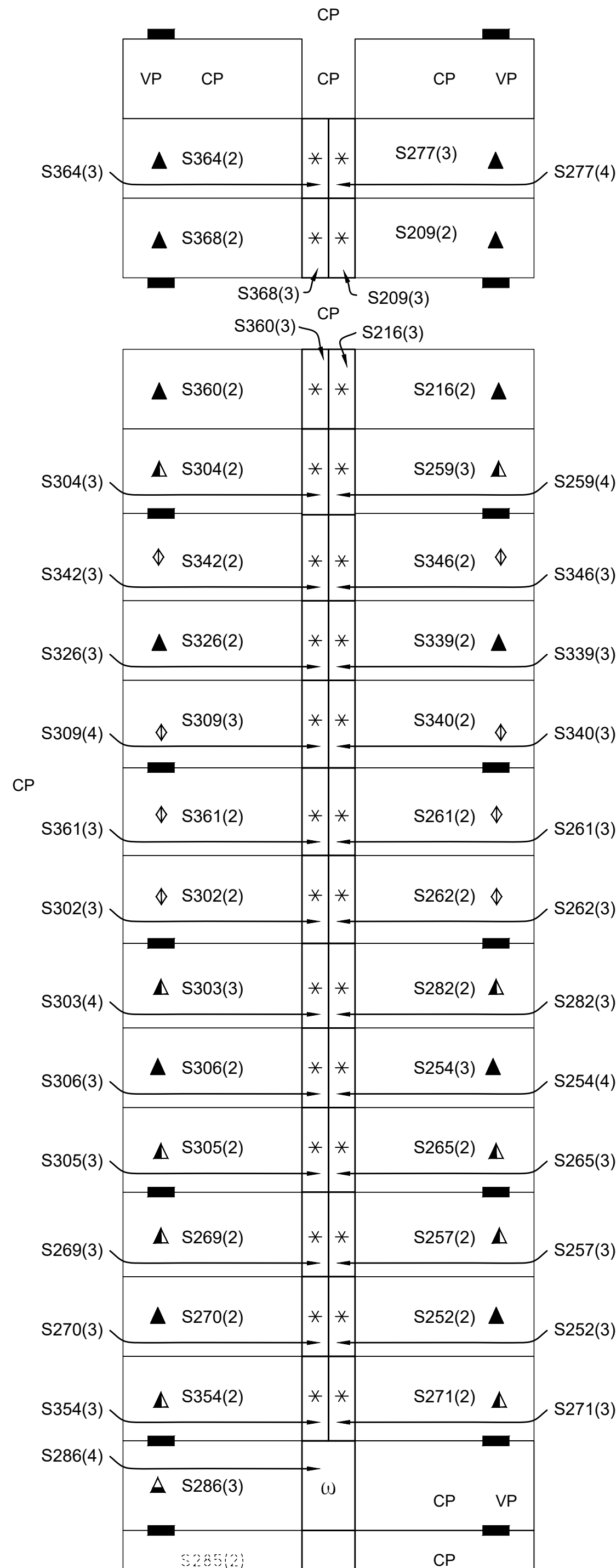
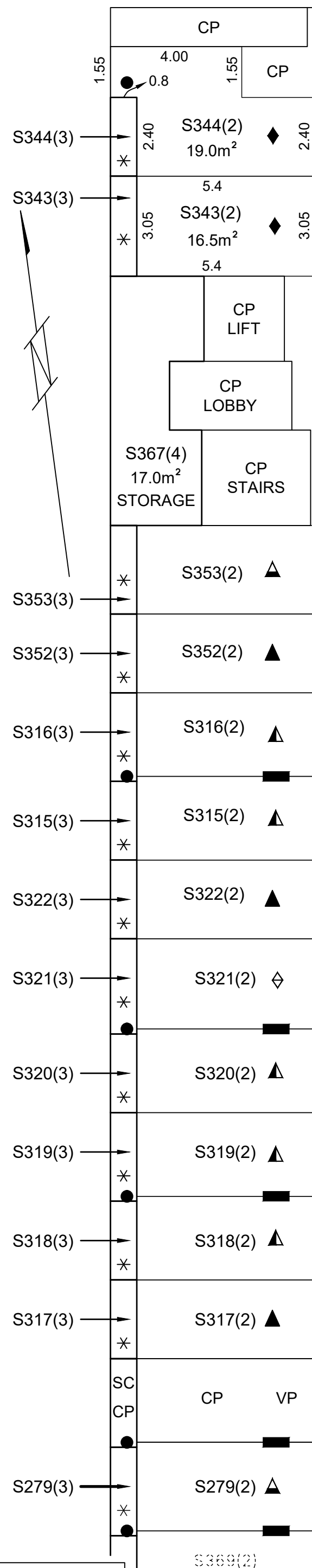
BASEMENT 2
2 OF 3

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

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

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

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Signature of Lessee

Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

15402

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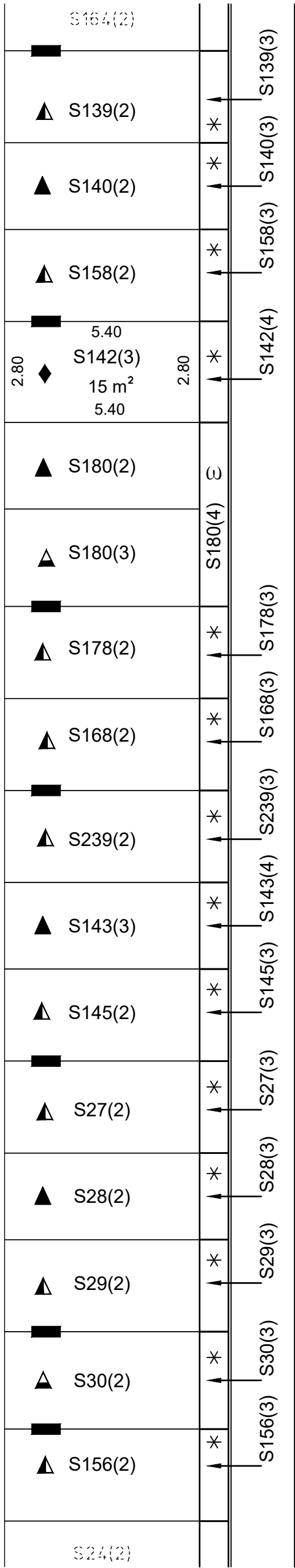
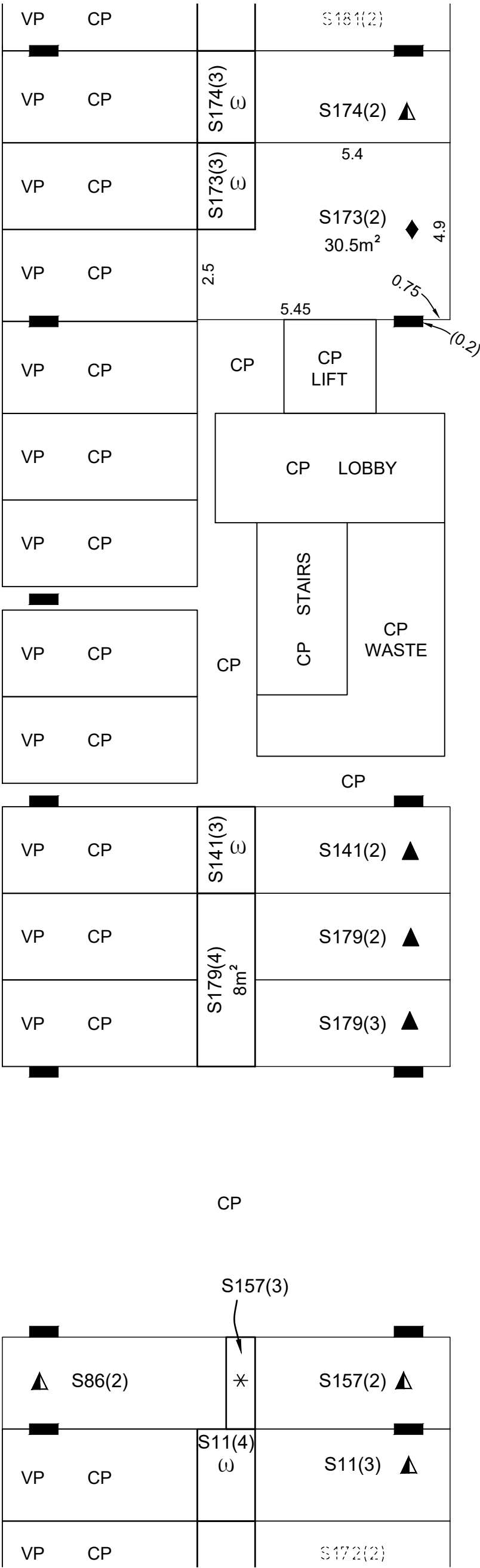
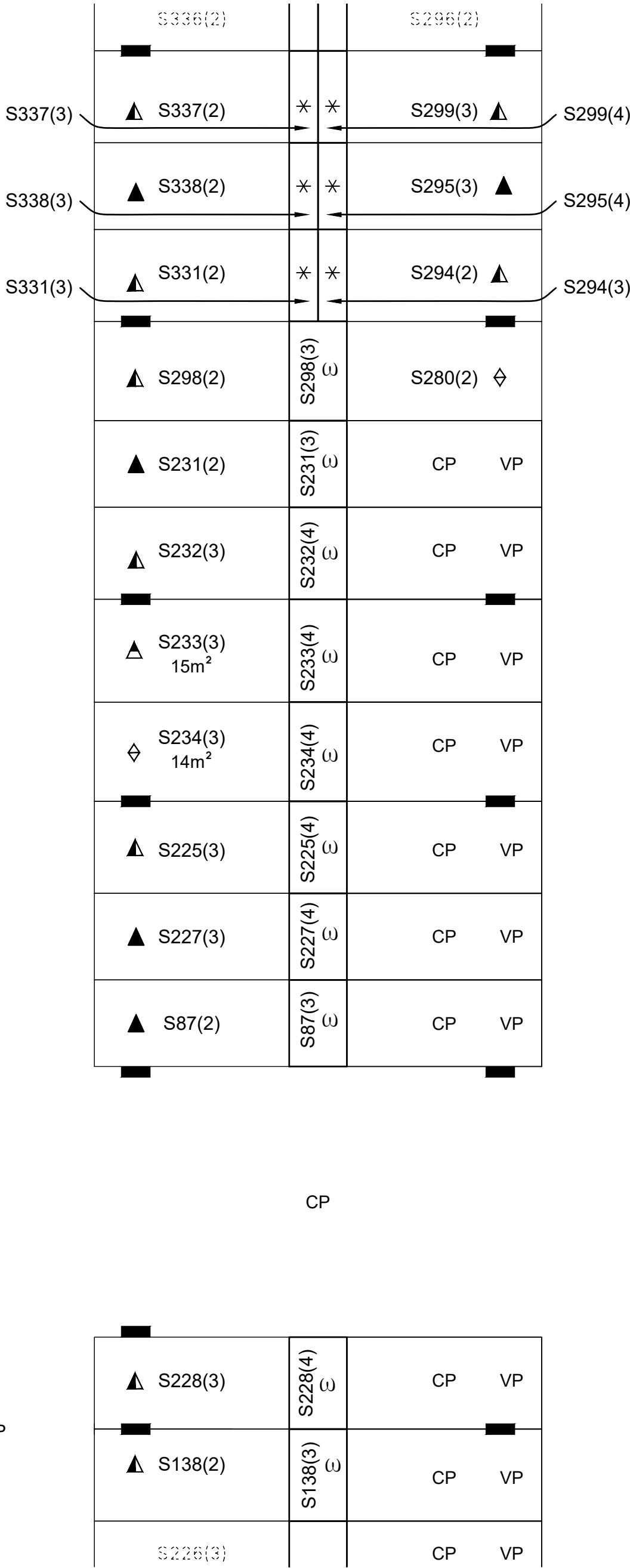
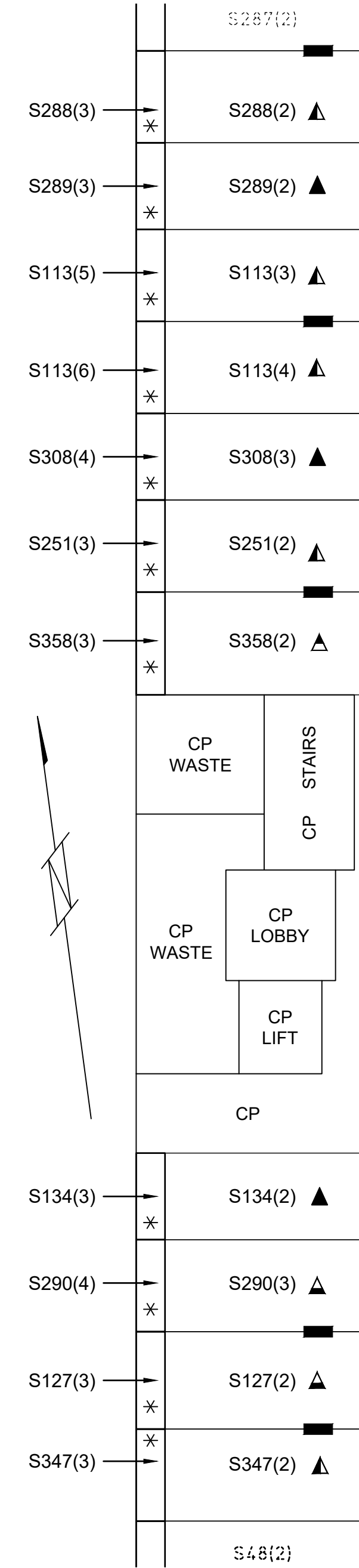
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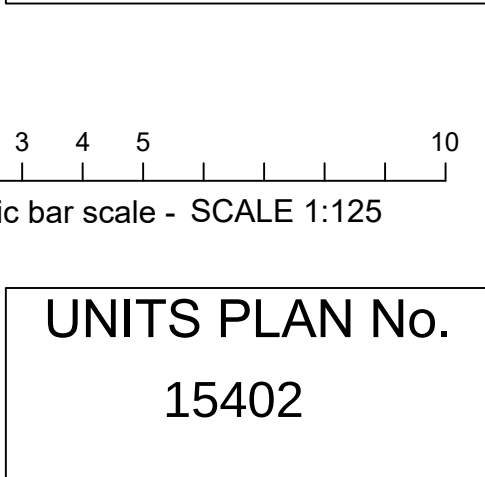


STREET

DOORING

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No.28.....of
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4
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12
Division
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Signature of Lessee
Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

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Sheet replaced refer ATR 3160819
Registered 17 May 2022

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FLOOR PLAN

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2

Division

DICKSON

FLOOR NUMBER

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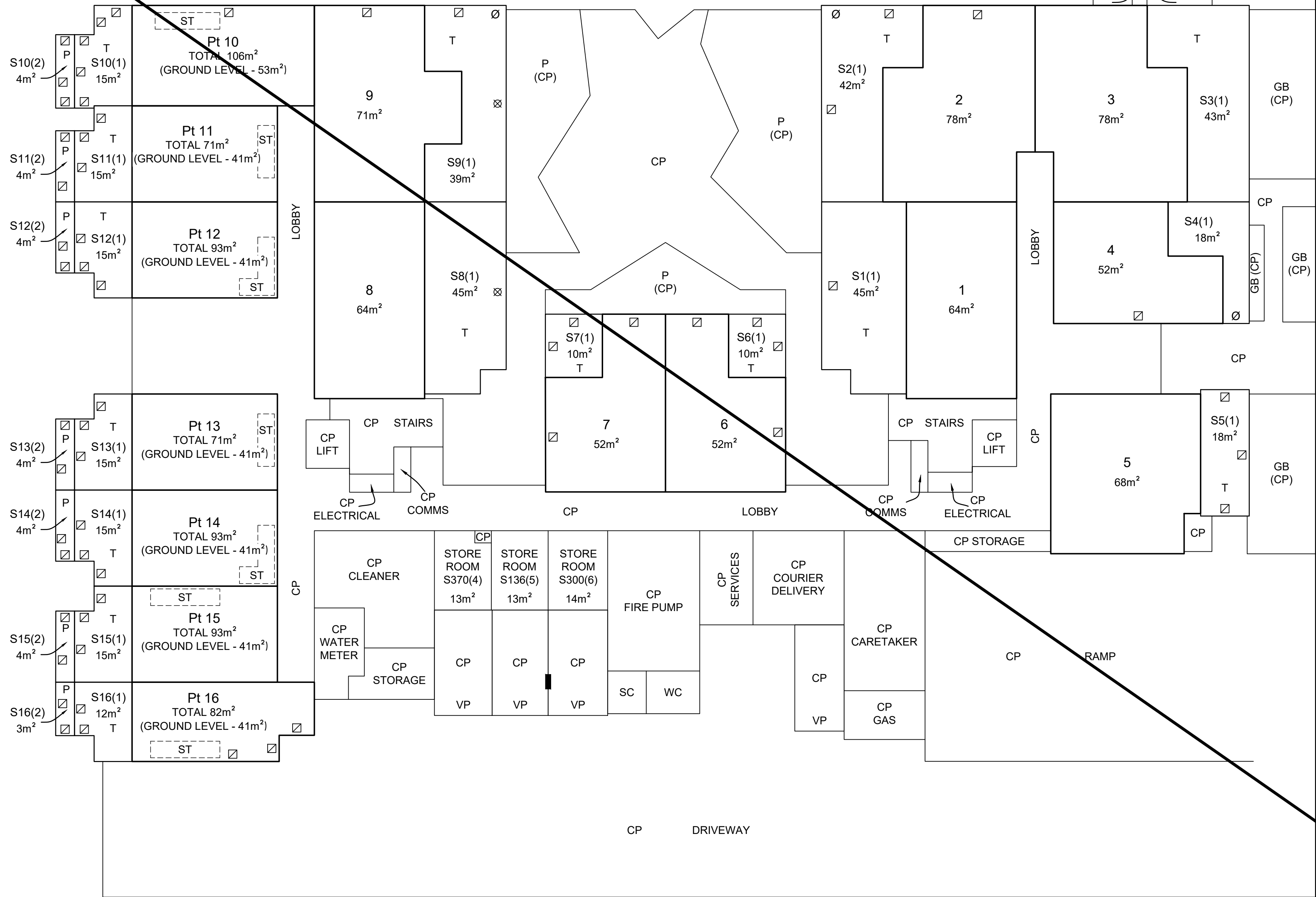
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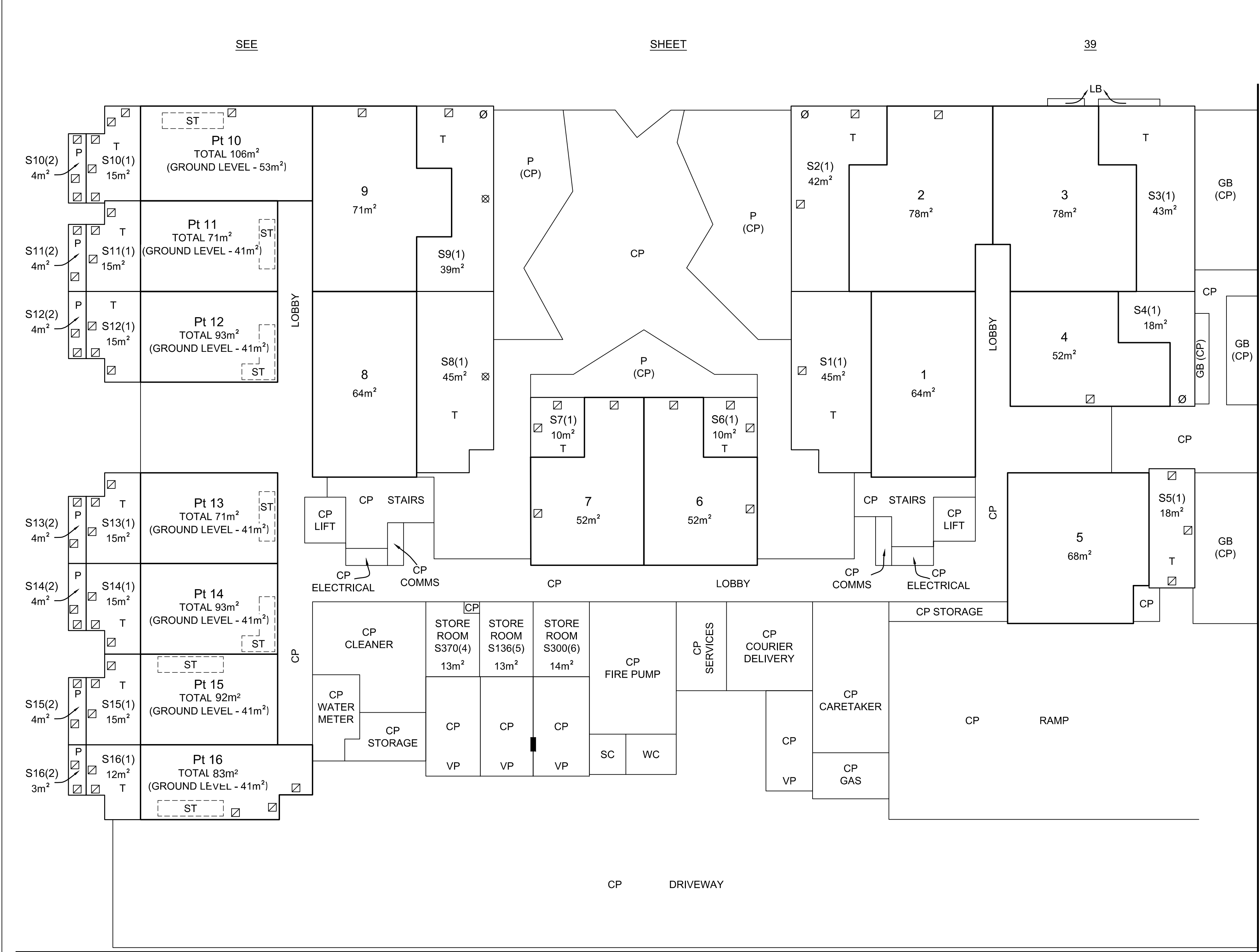
Delegate of the
ACT Planning and Land Authority

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

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Economic Development Directorate

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Division

DICKSON

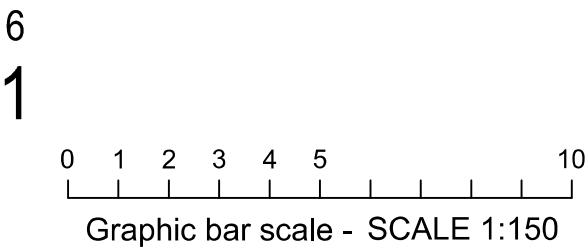
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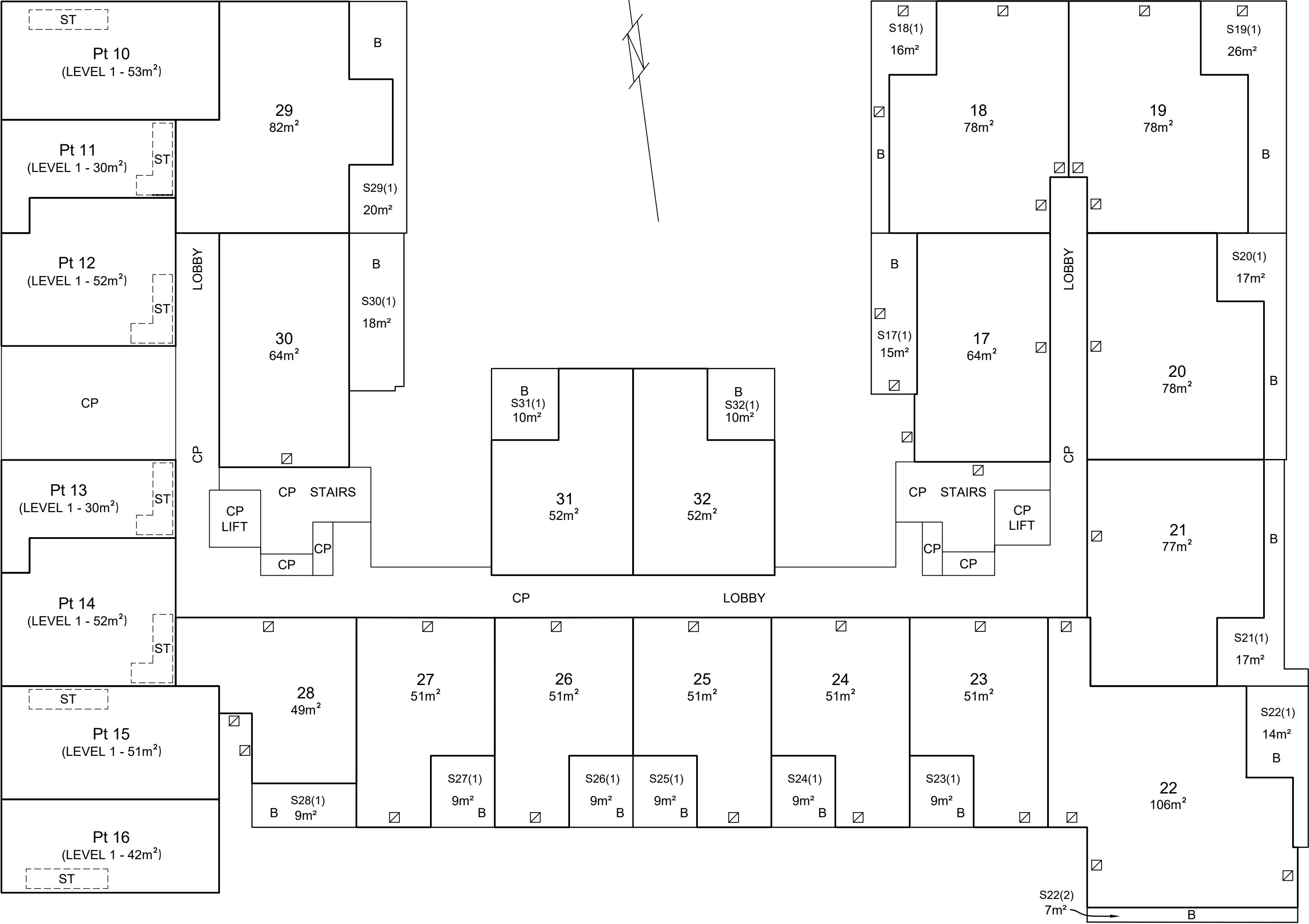
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Signature of Lessee

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
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DICKSON

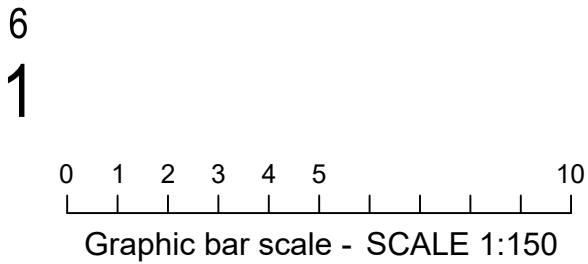
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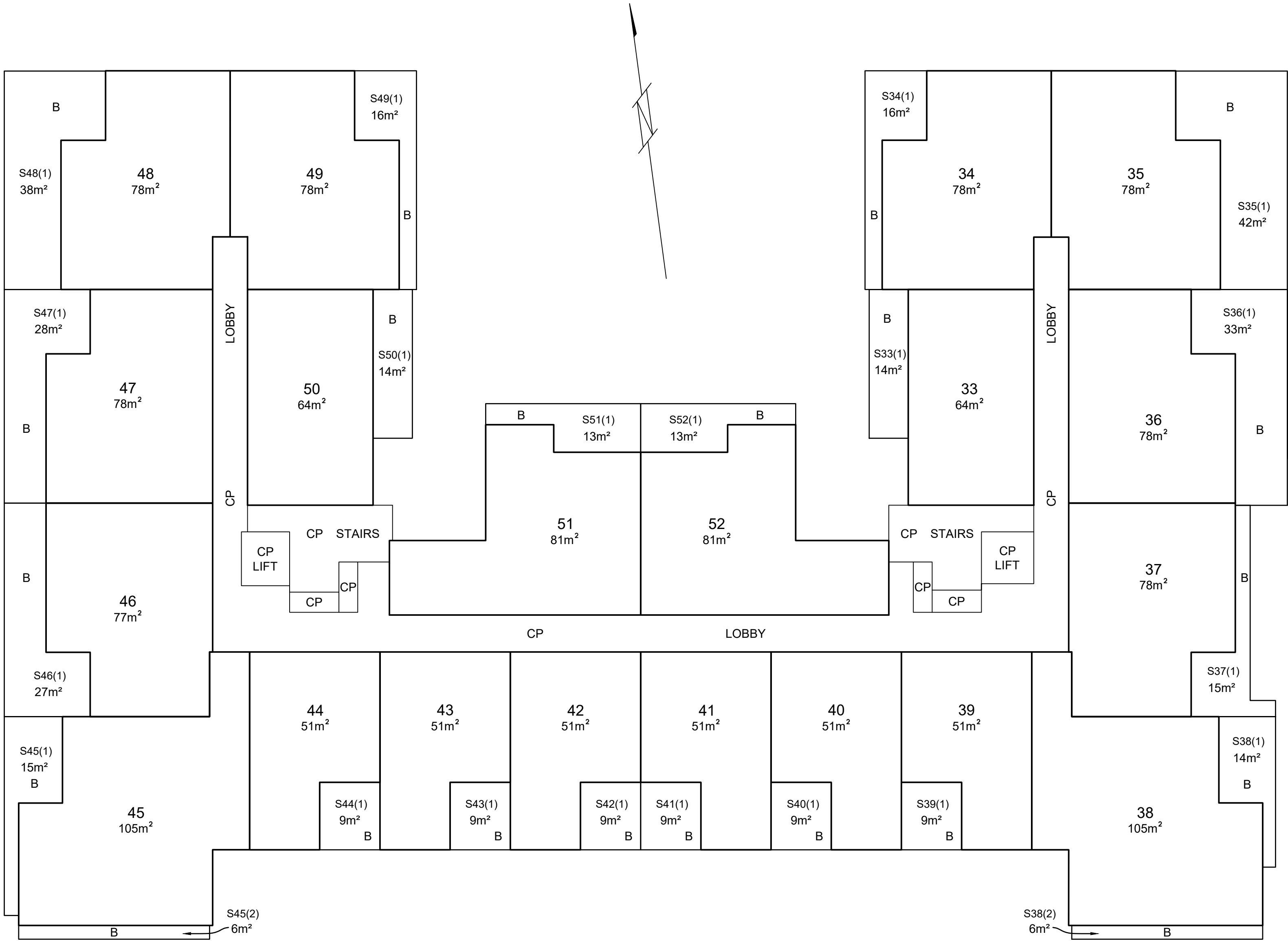
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Delegate of the
ACT Planning and Land Authority

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



TERRITORY LAND

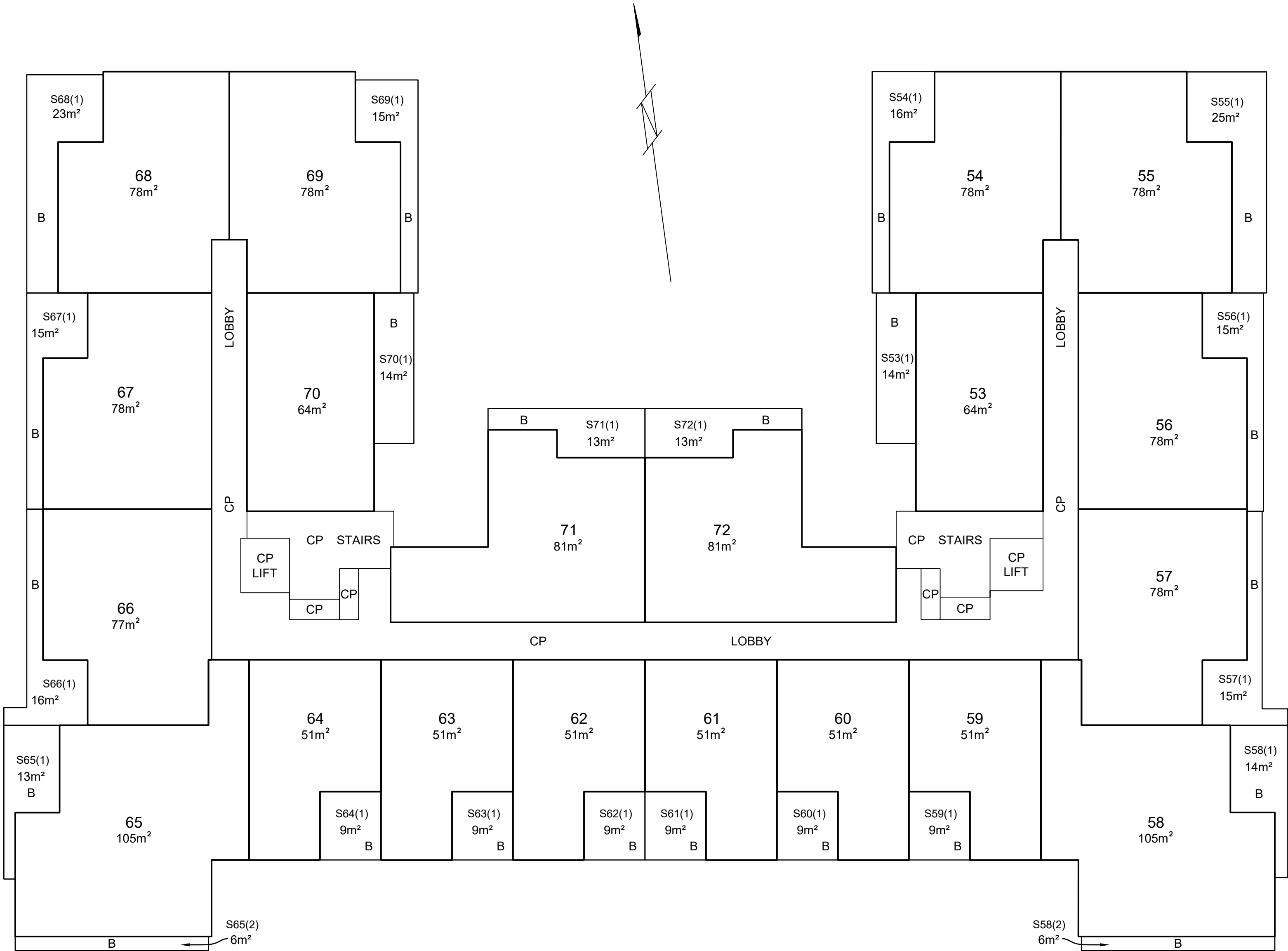
UNITS PLAN No.
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DOORING

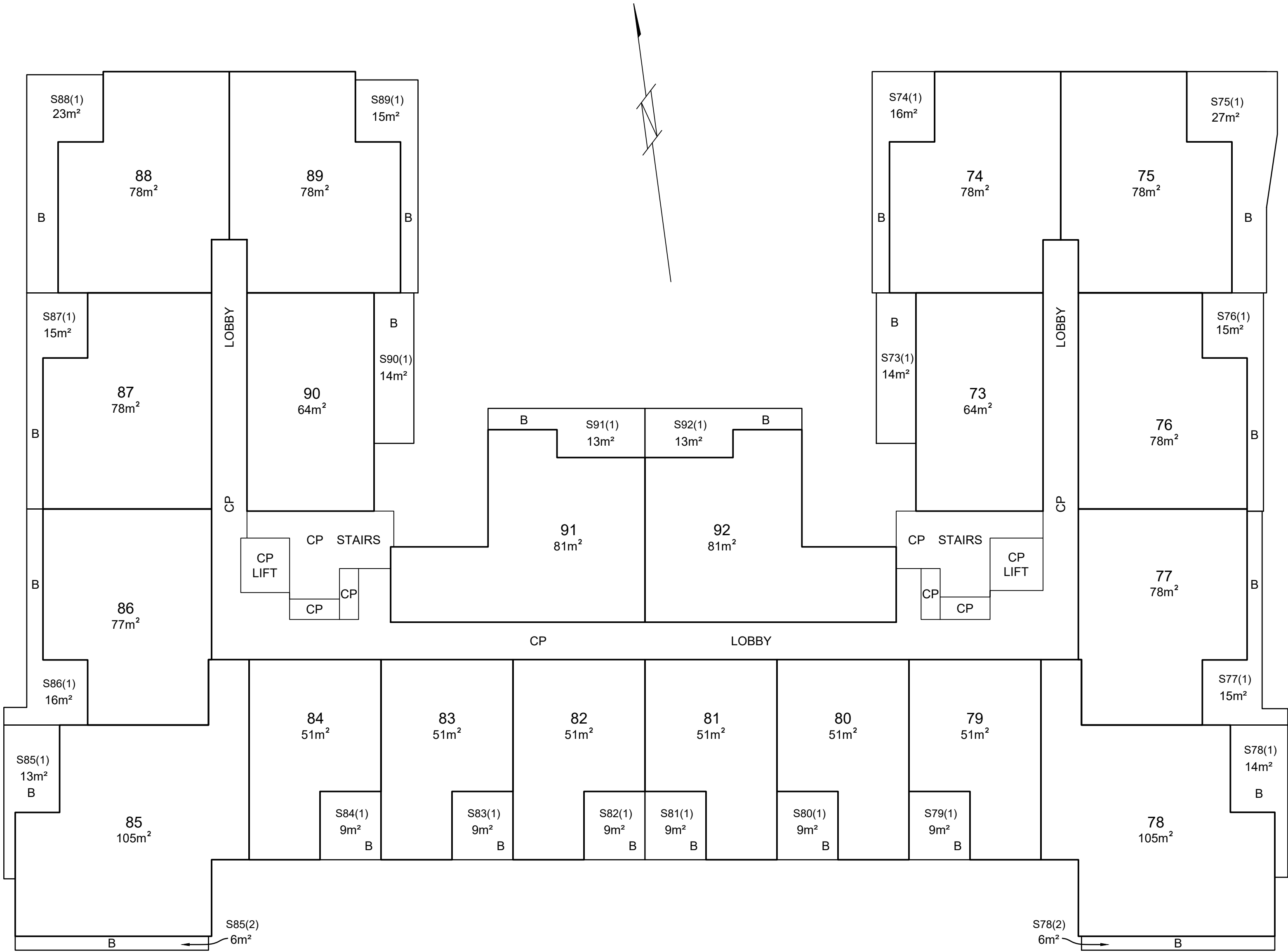
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FLOOR PLAN
Block 4
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Division DICKSON
FLOOR NUMBER LEVEL 2 BUILDING A
Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND



STREET

DOORING

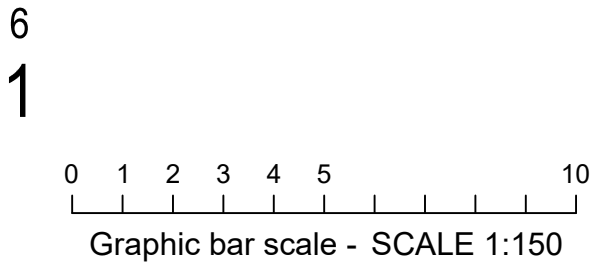
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FLOOR PLAN
Block 4
Section 12
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FLOOR NUMBER LEVEL 3 BUILDING A
Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND



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Signature of Lessee	
..... Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	



TERRITORY LAND



DOORING

.....

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ACT Planning and Land Authority

**APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
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UNITS PLAN No. 15402

FLOOR PLAN

Block

4

Section

12

Division

DICKSON

FLOOR NUMBER

LEVEL 6
BUILDING A

Signature of Lessee

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

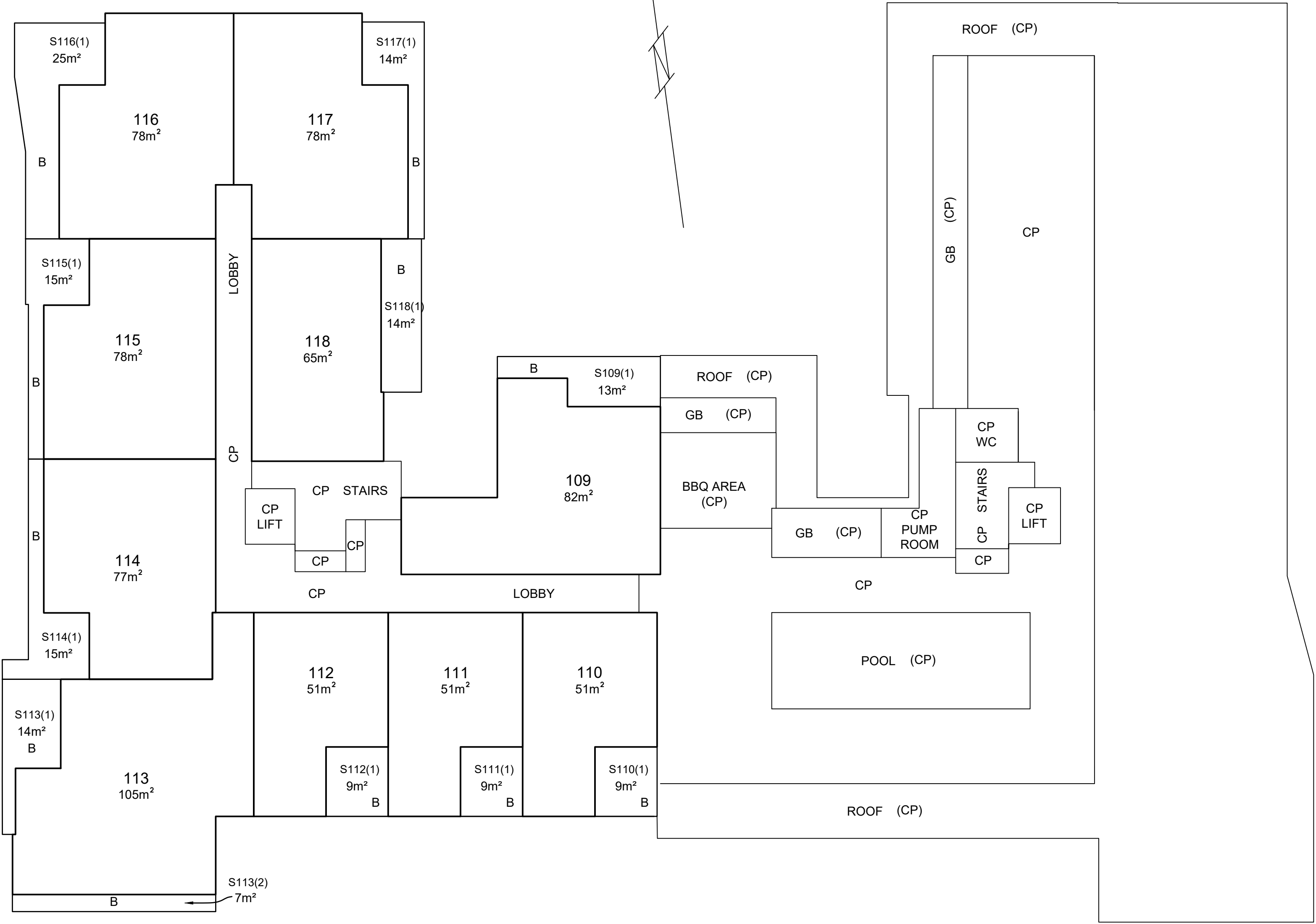
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AS THE UNITS PLAN FOR THE SUBDIVISION
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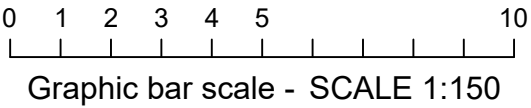
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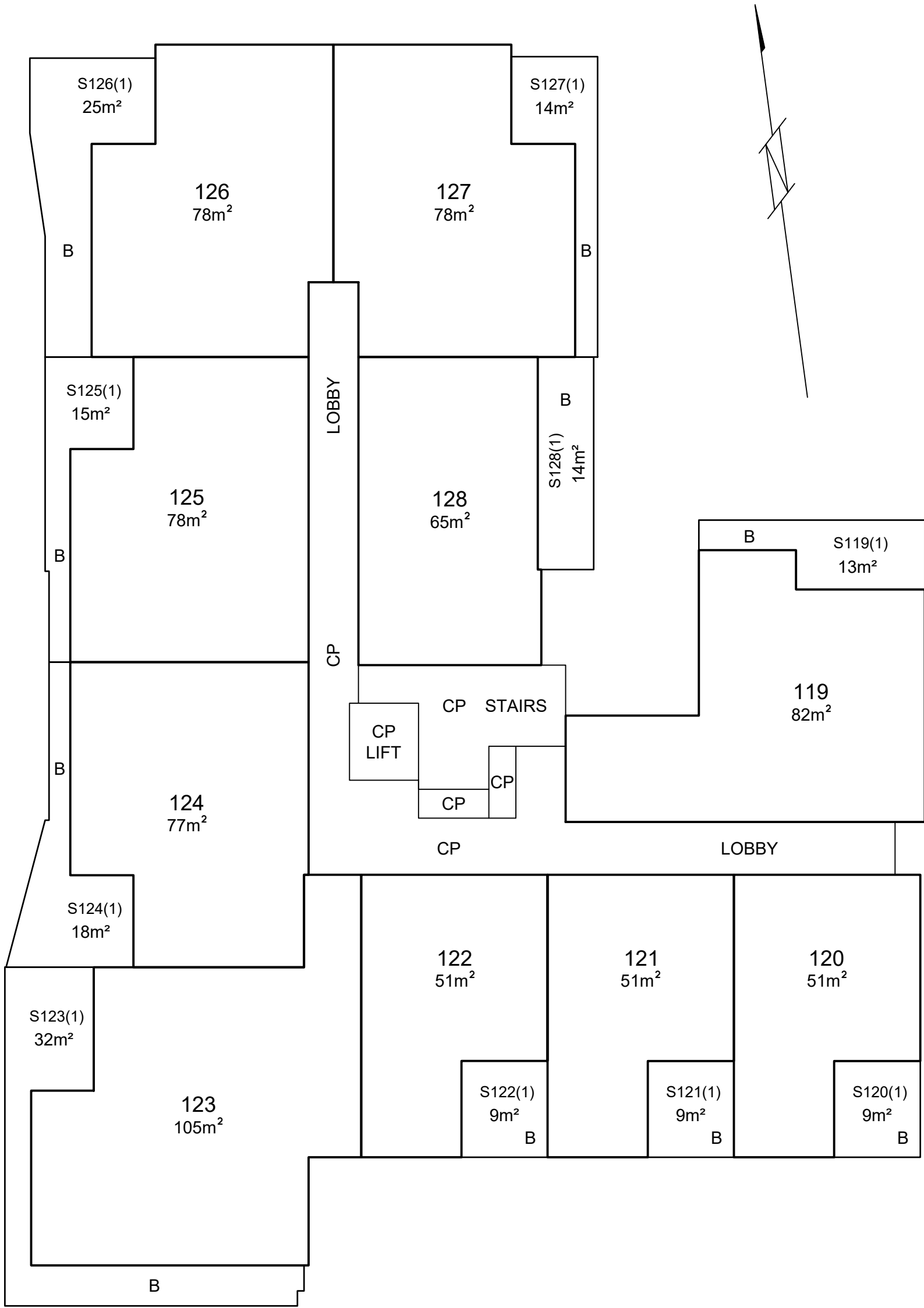




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AVENUE

NORTHBOURNE



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Signature of Lessee	
..... Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	
UNITS PLAN No.	
15402	

Block
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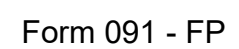
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LEVEL 8
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Delegate of the
Planning and Land Authority

UNITS PLAN No.

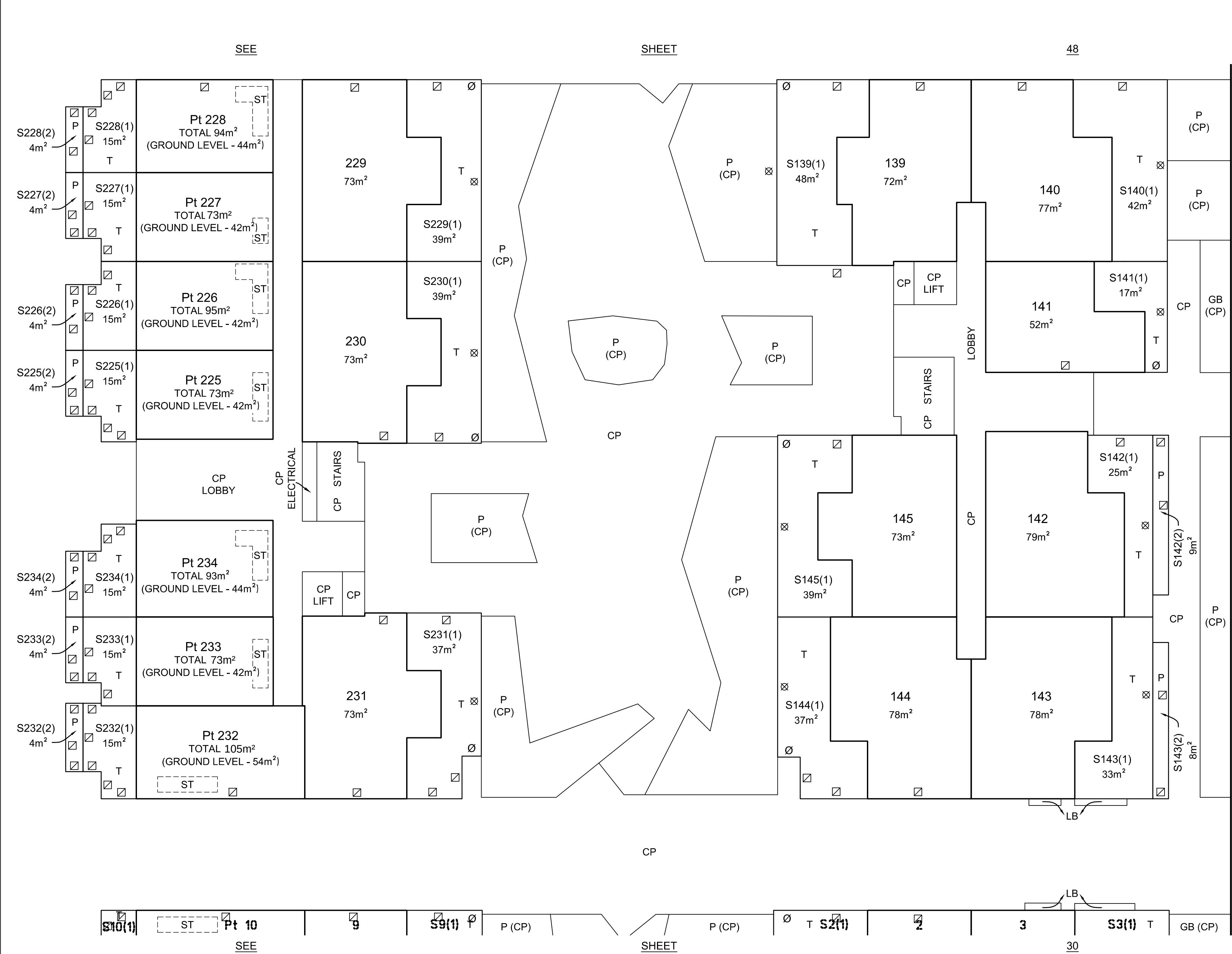
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Sheet replaced refer ATR 3160819
Registered 17th May 2022

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Chief Minister, Treasury and
Economic Development Directorate

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Division

DICKSON

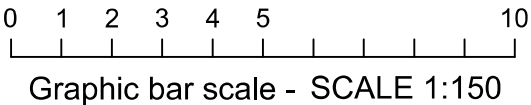
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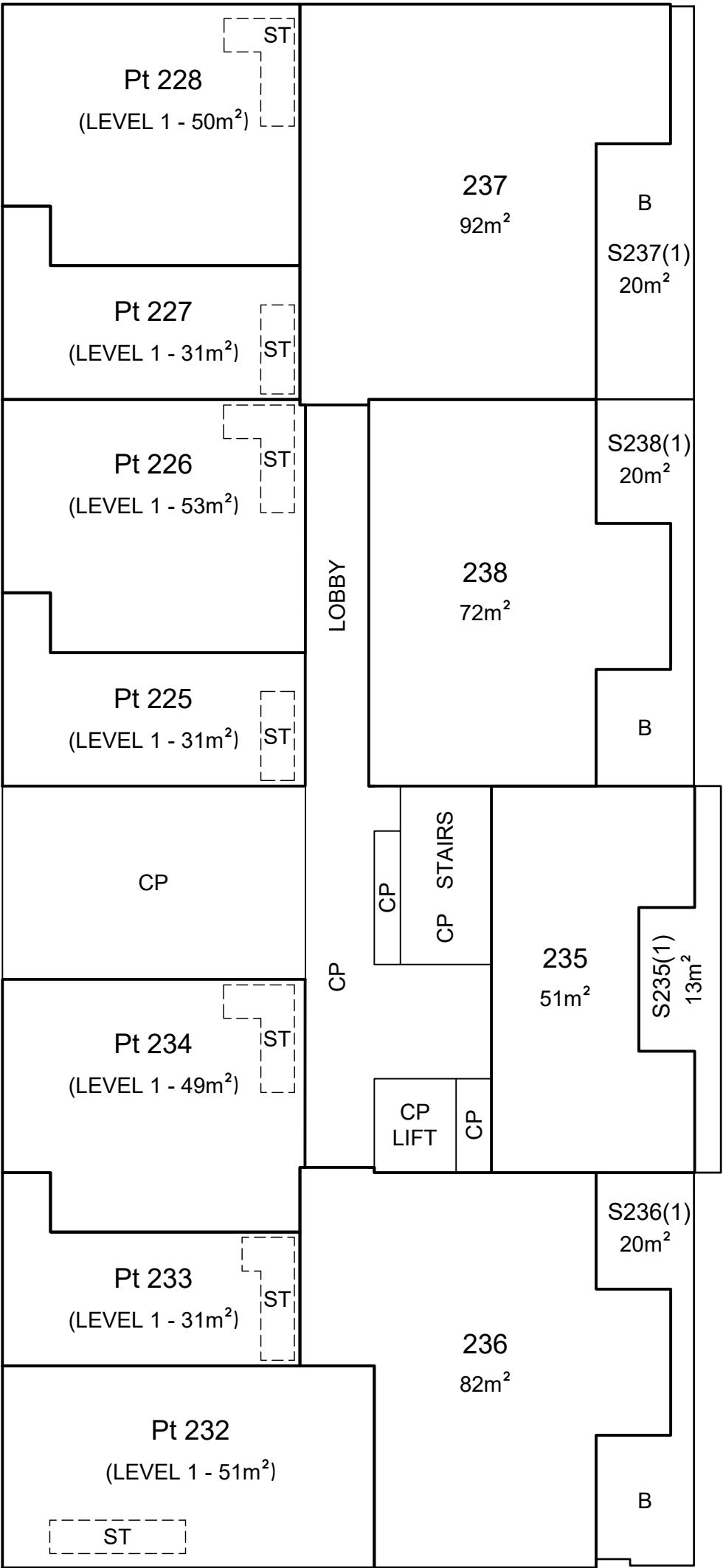
GROUND FLOOR
BUILDING B

Signature of Lessee

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

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



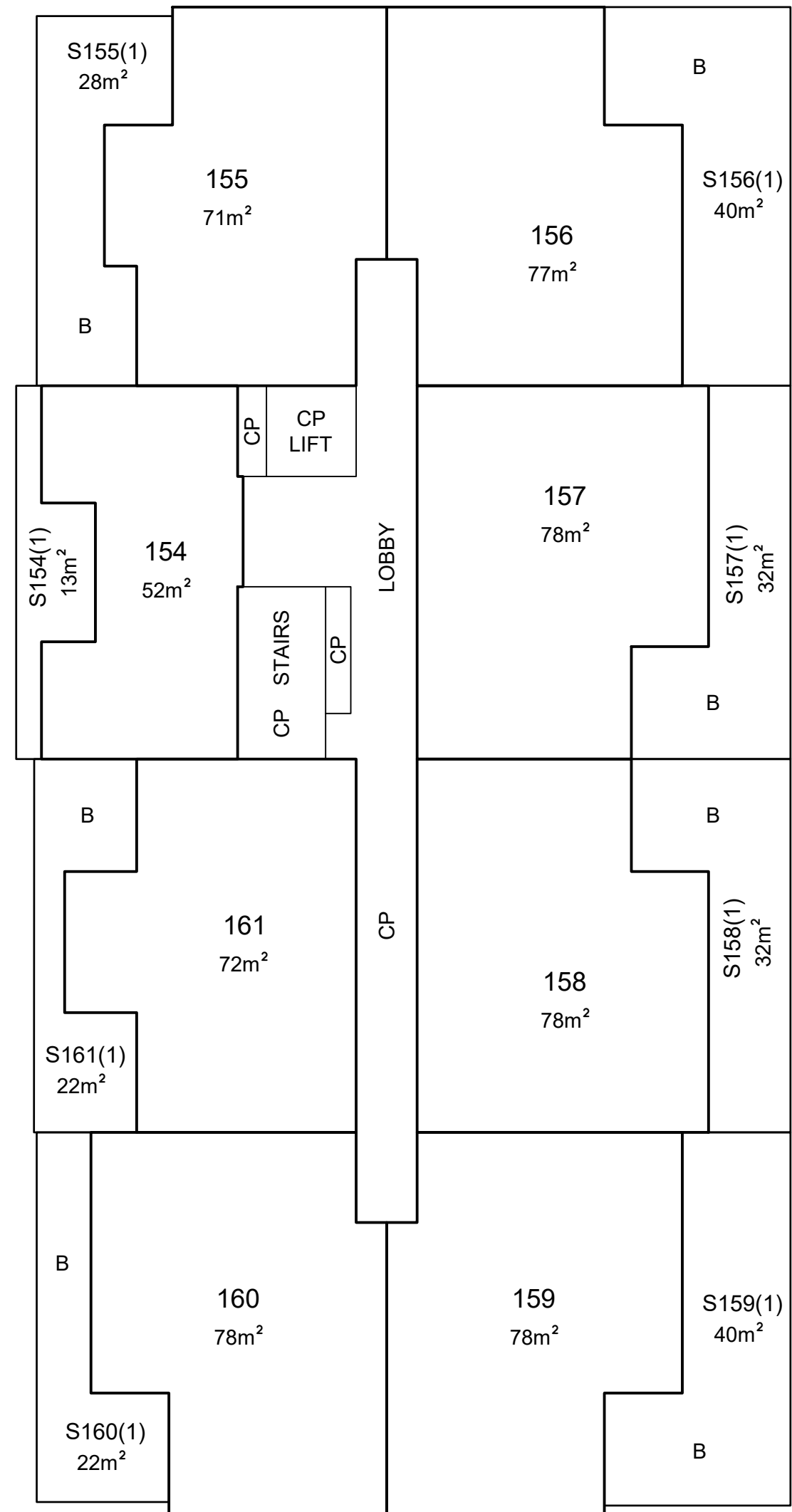
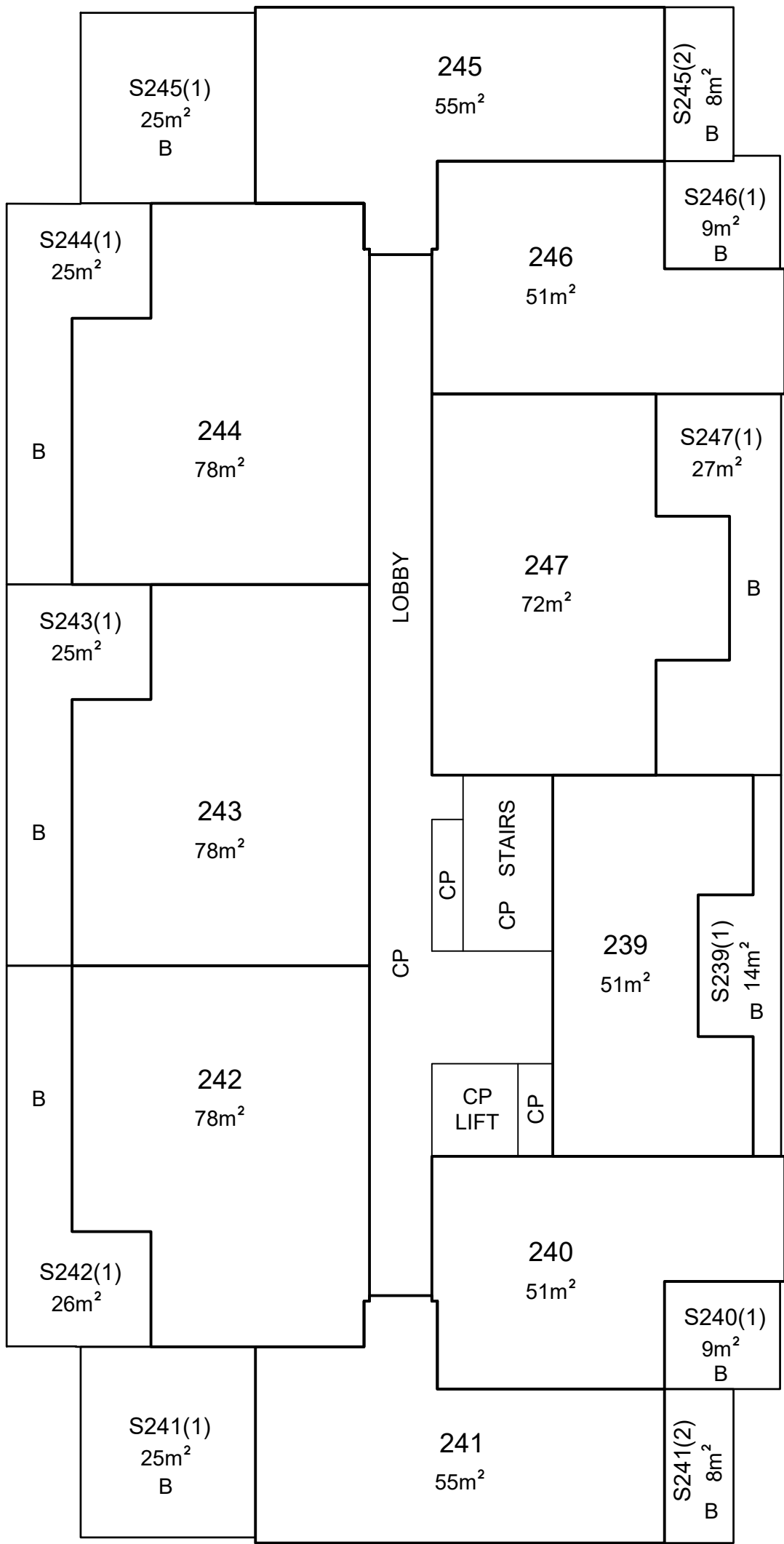


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LEVEL 1 BUILDING B
Signature of Lessee
Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

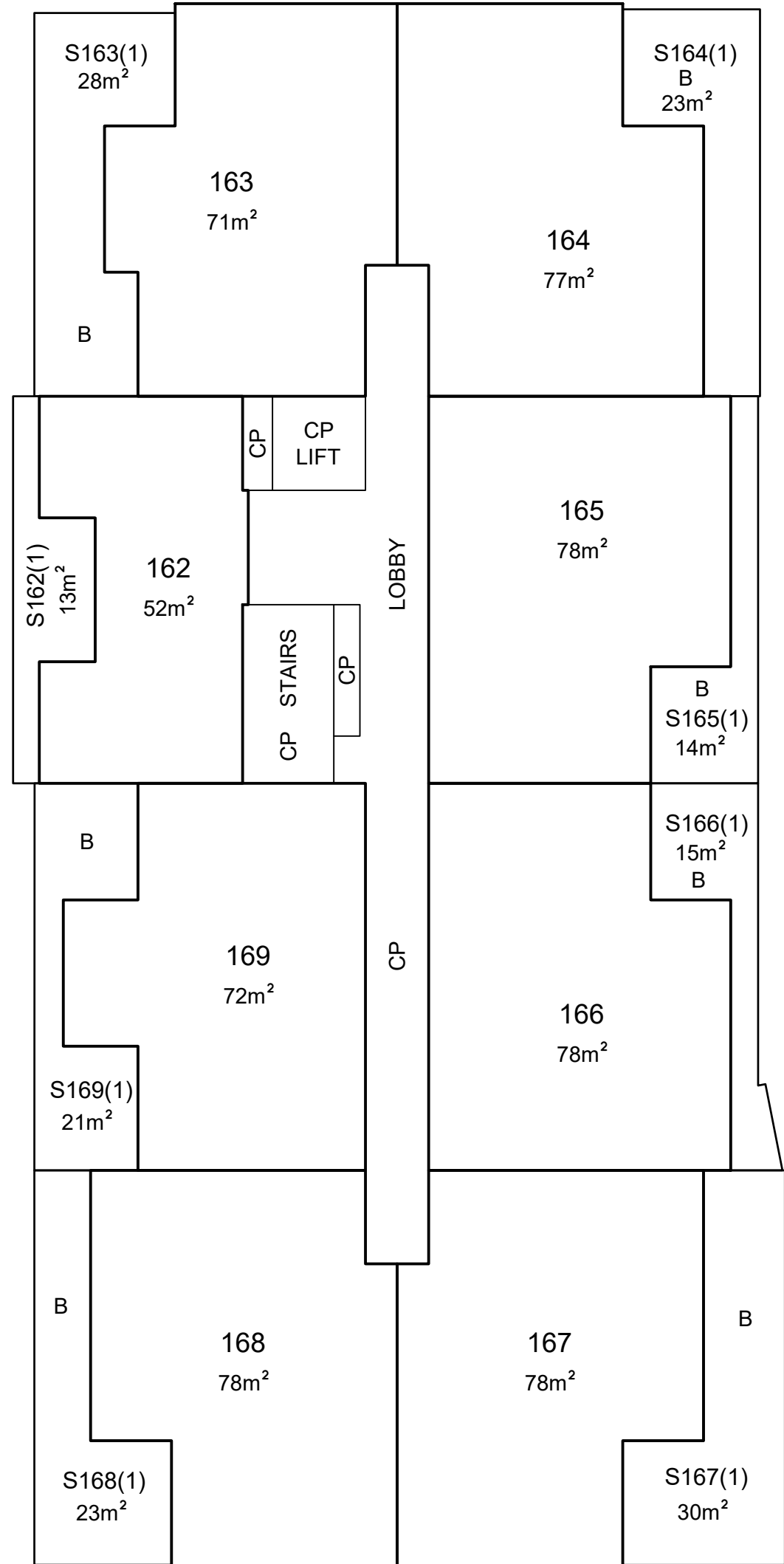
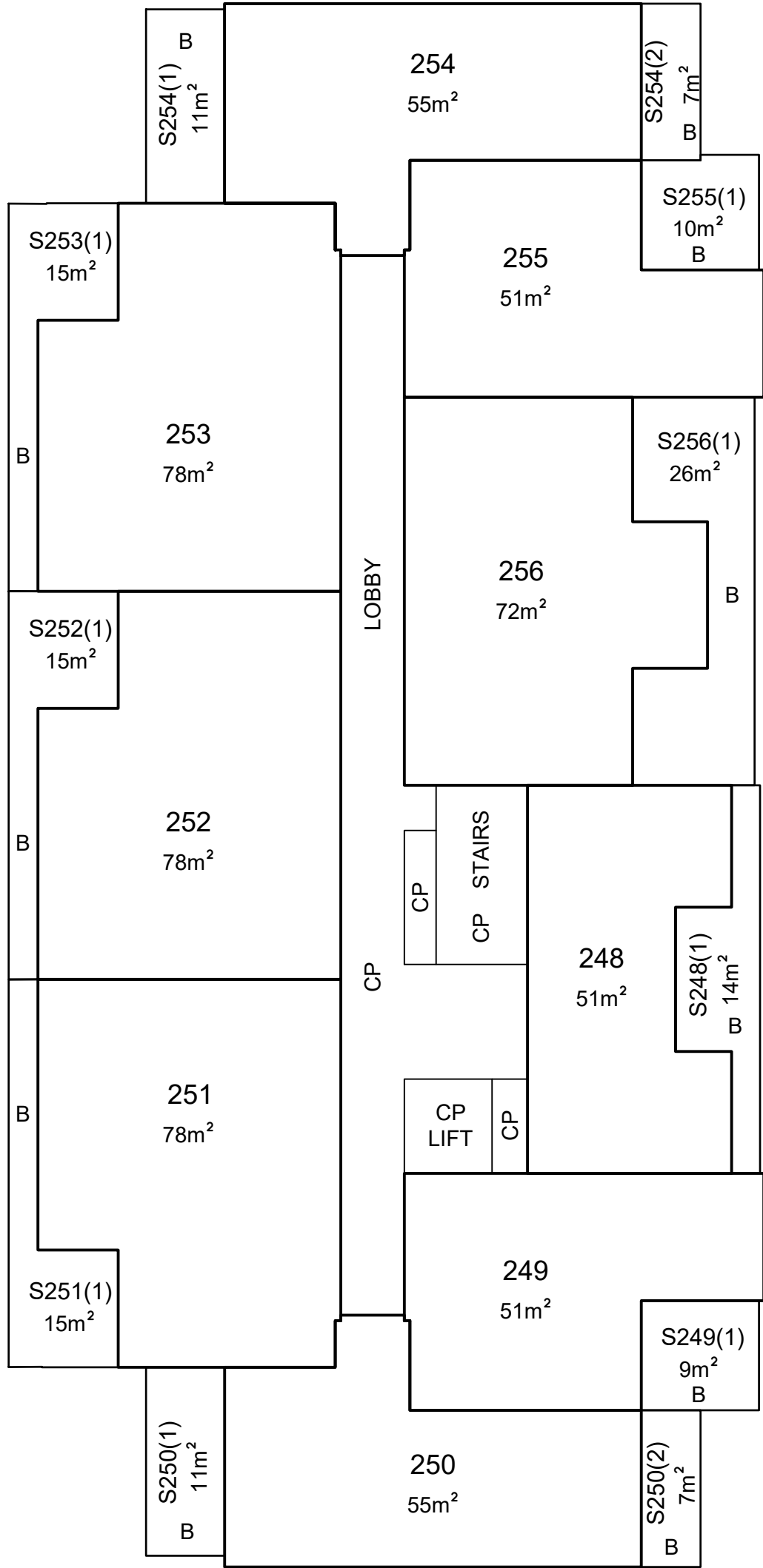
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15402



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Signature of Lessee	
..... Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	

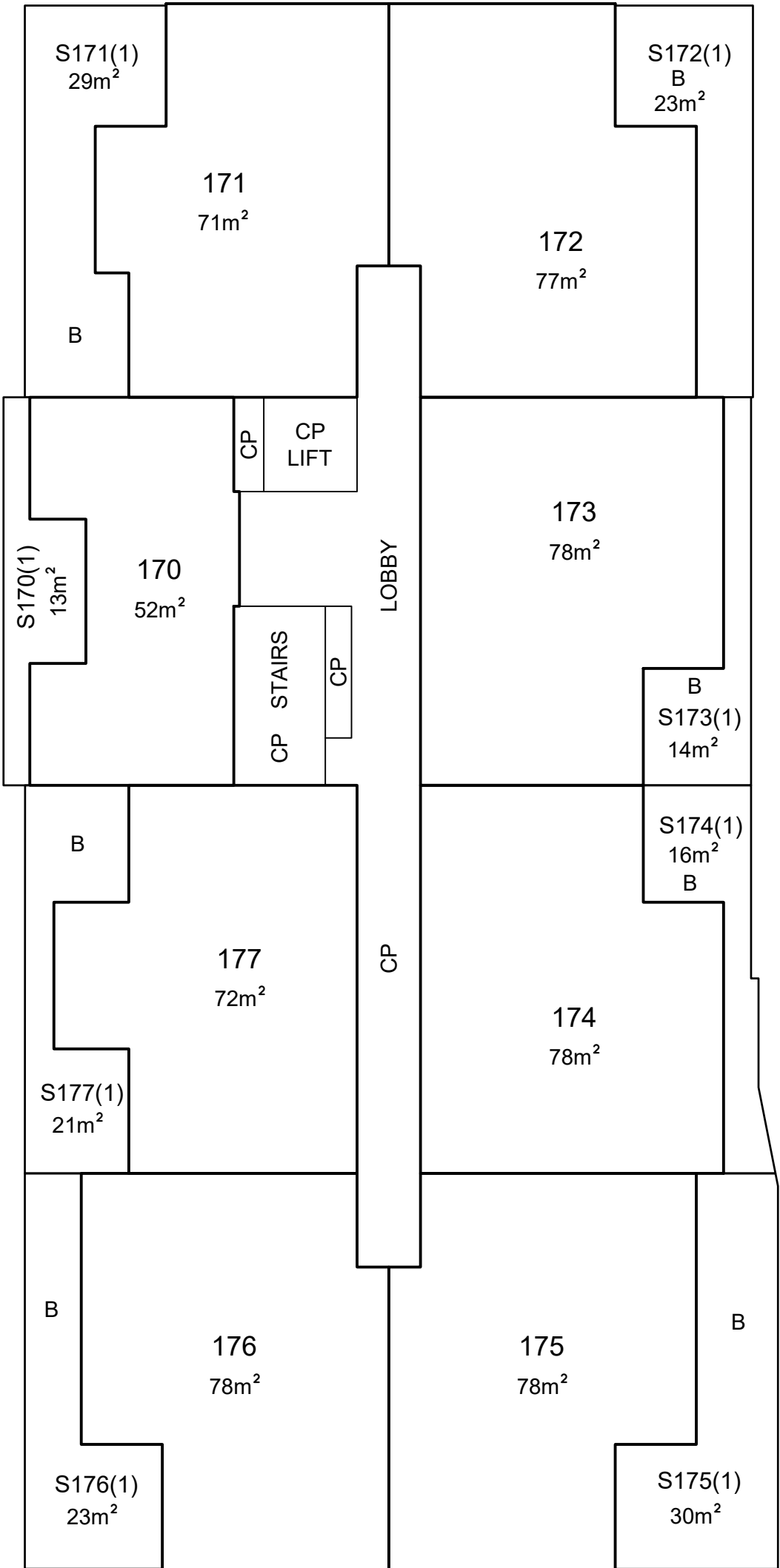
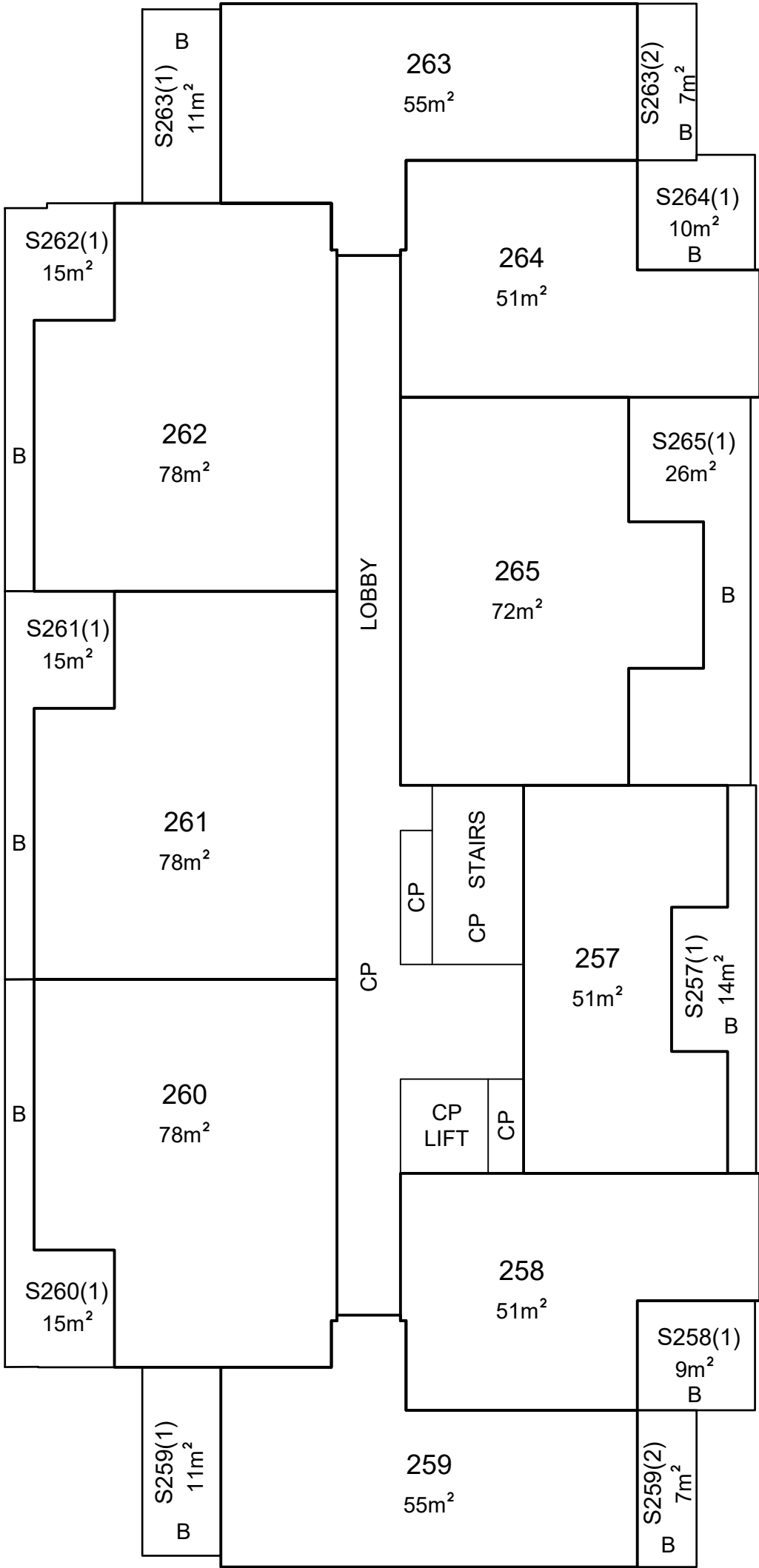


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LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
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Section 12
Division DICKSON
FLOOR NUMBER LEVEL 3 BUILDING B
Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No. 15402

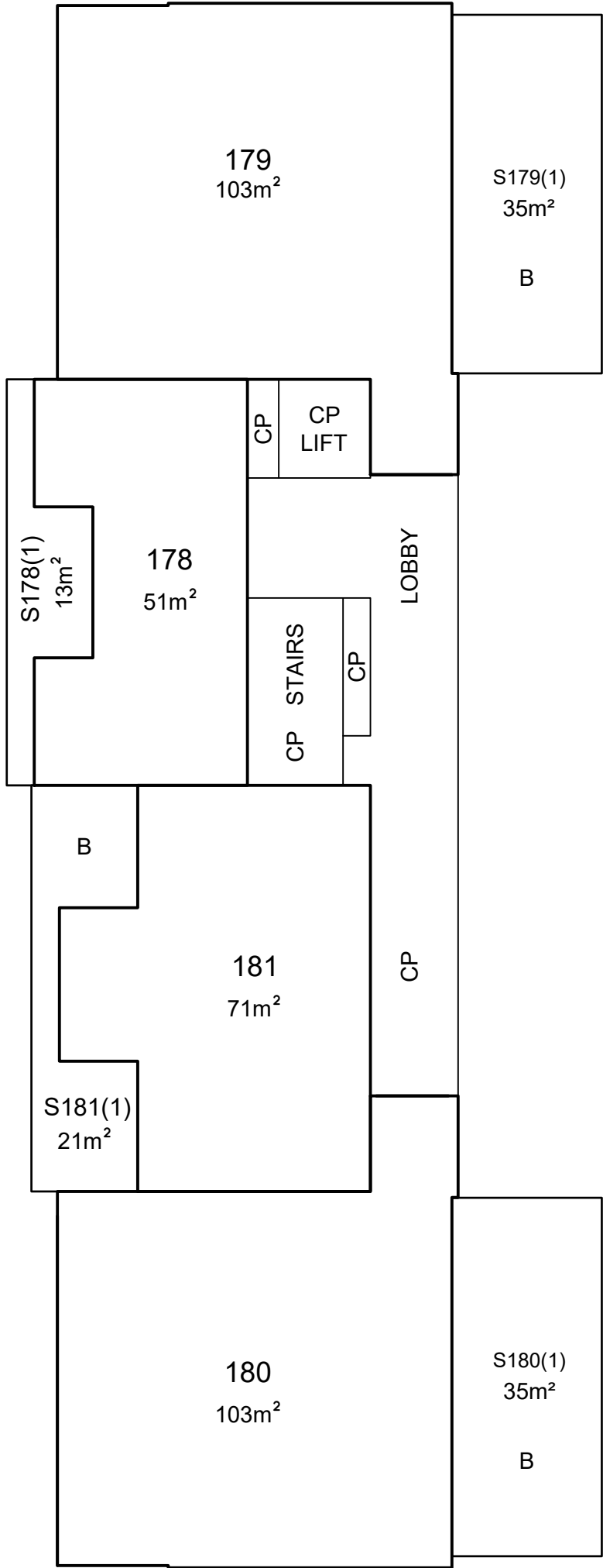
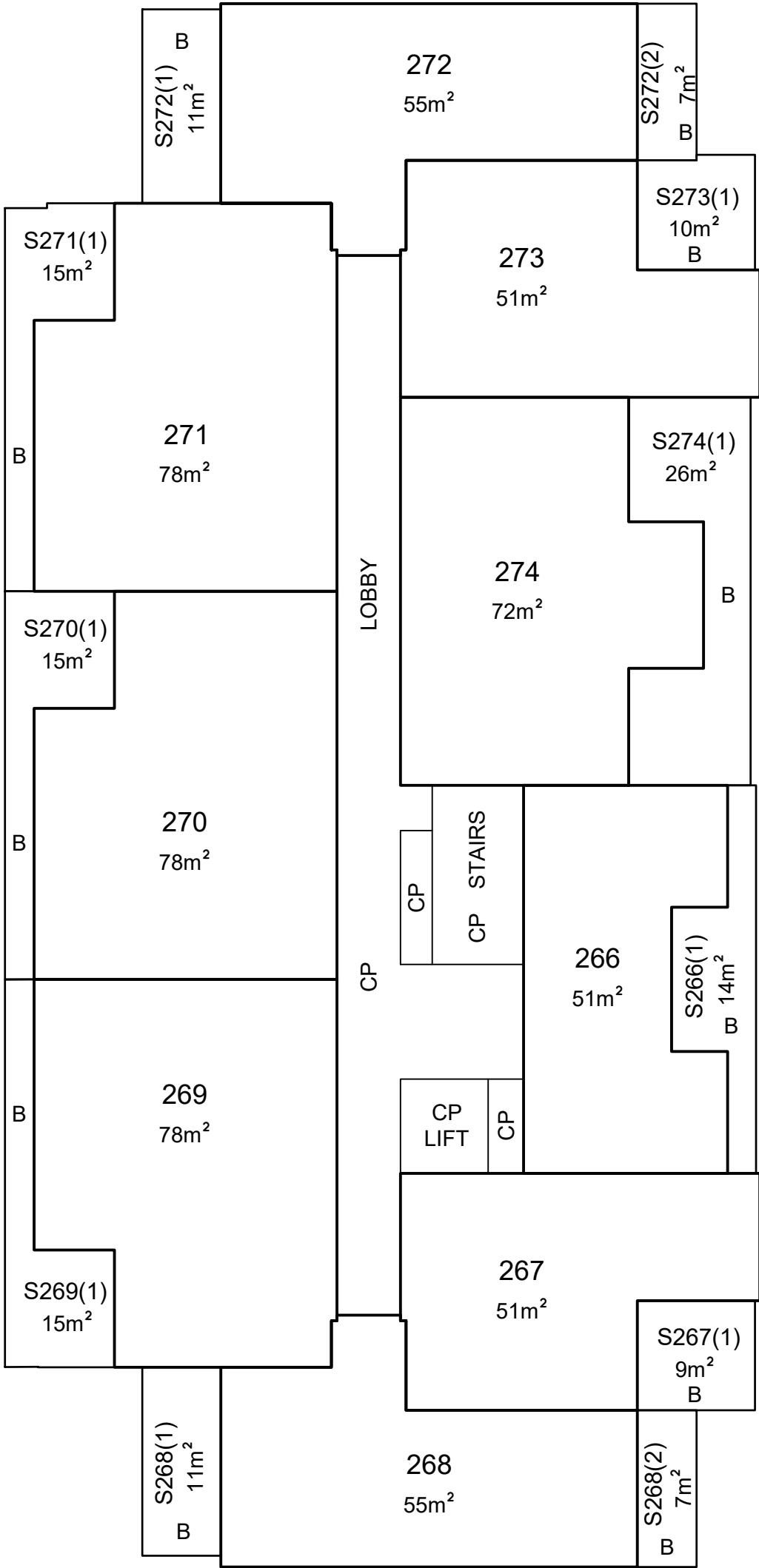


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FLOOR NUMBER
LEVEL 4 BUILDING B
Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

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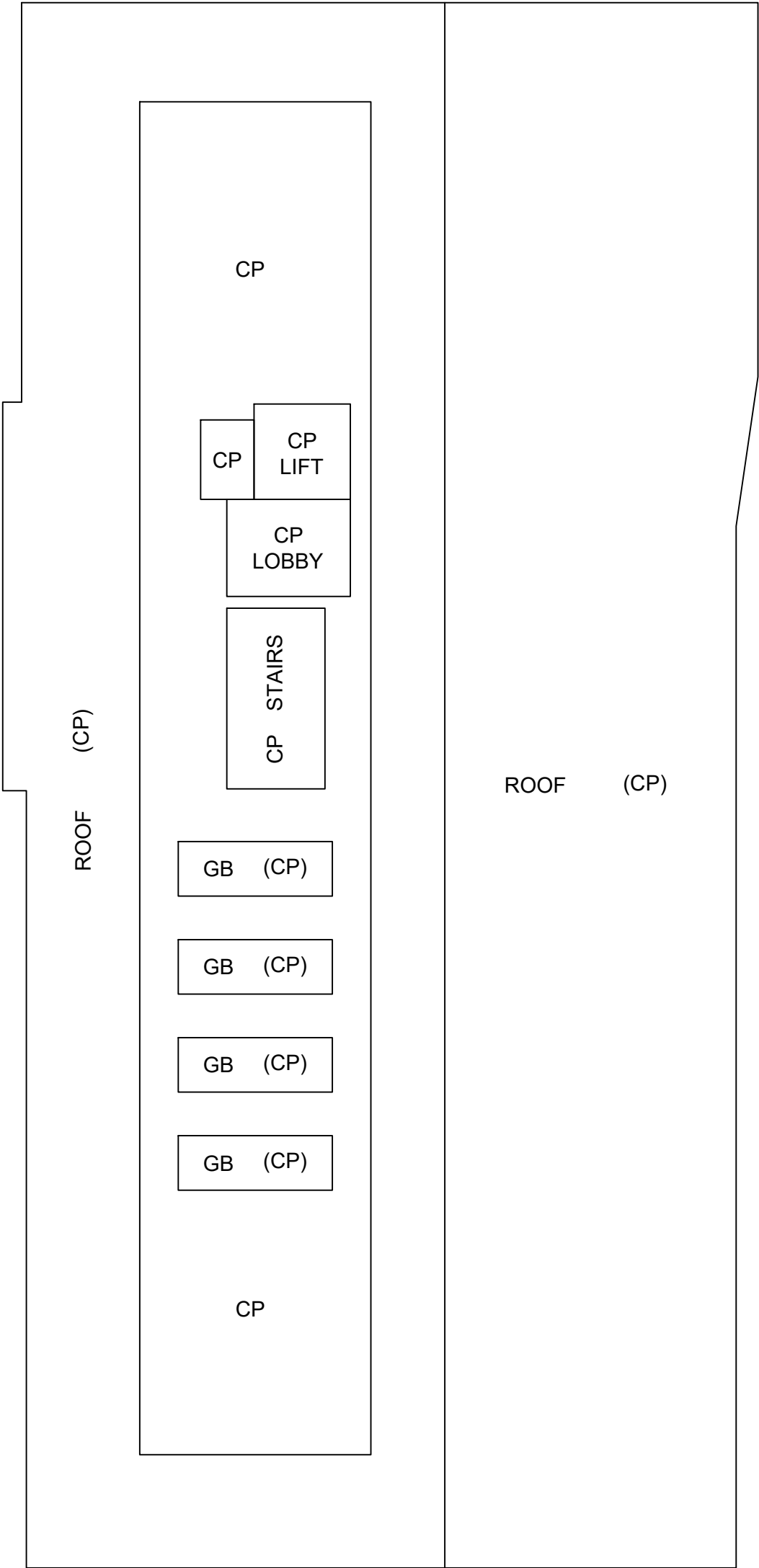
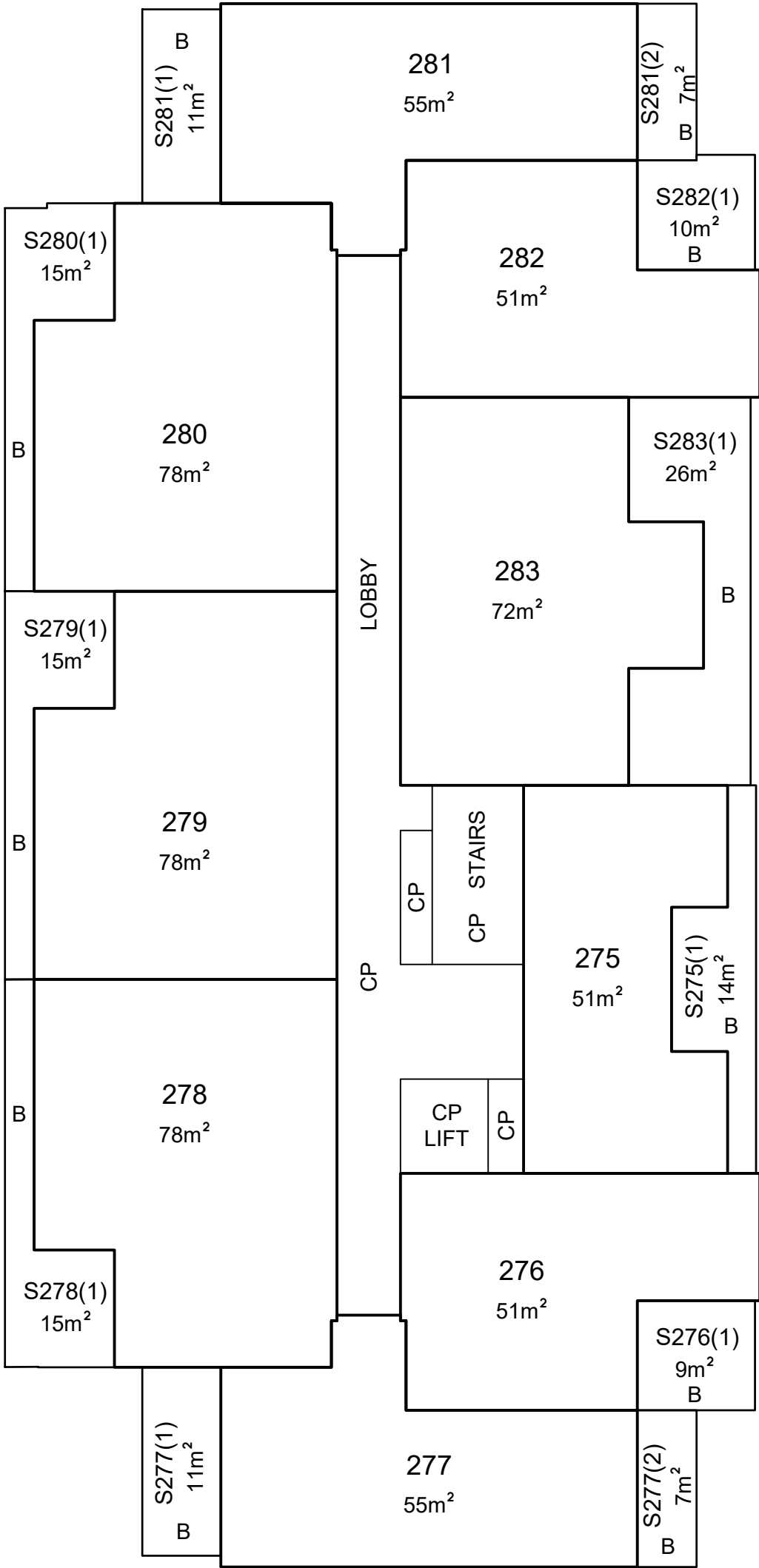
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LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
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FLOOR NUMBER LEVEL 5 BUILDING B
Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

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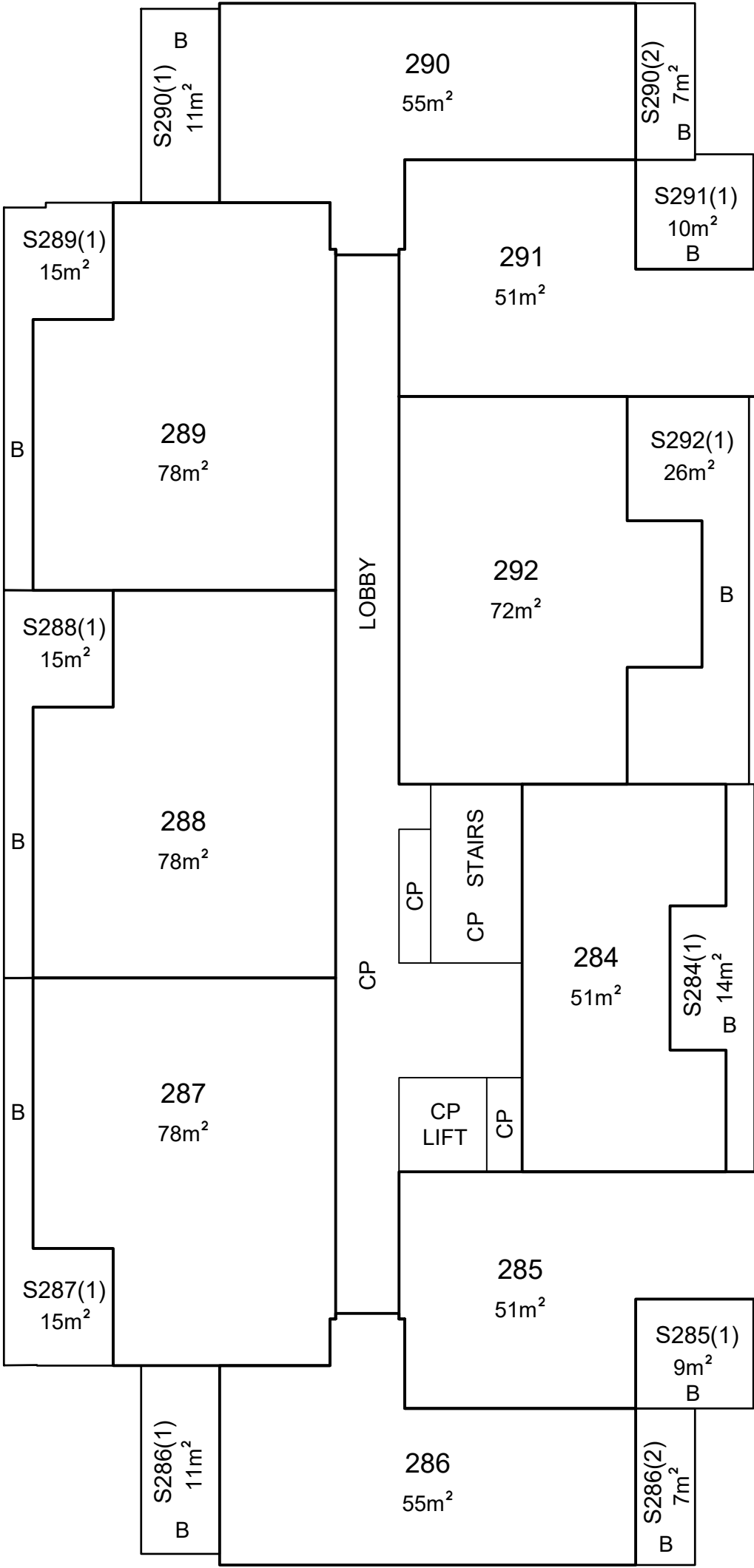
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Signature of Lessee	
..... Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	
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FLOOR NUMBER

LEVEL 7
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Signature of Lessee

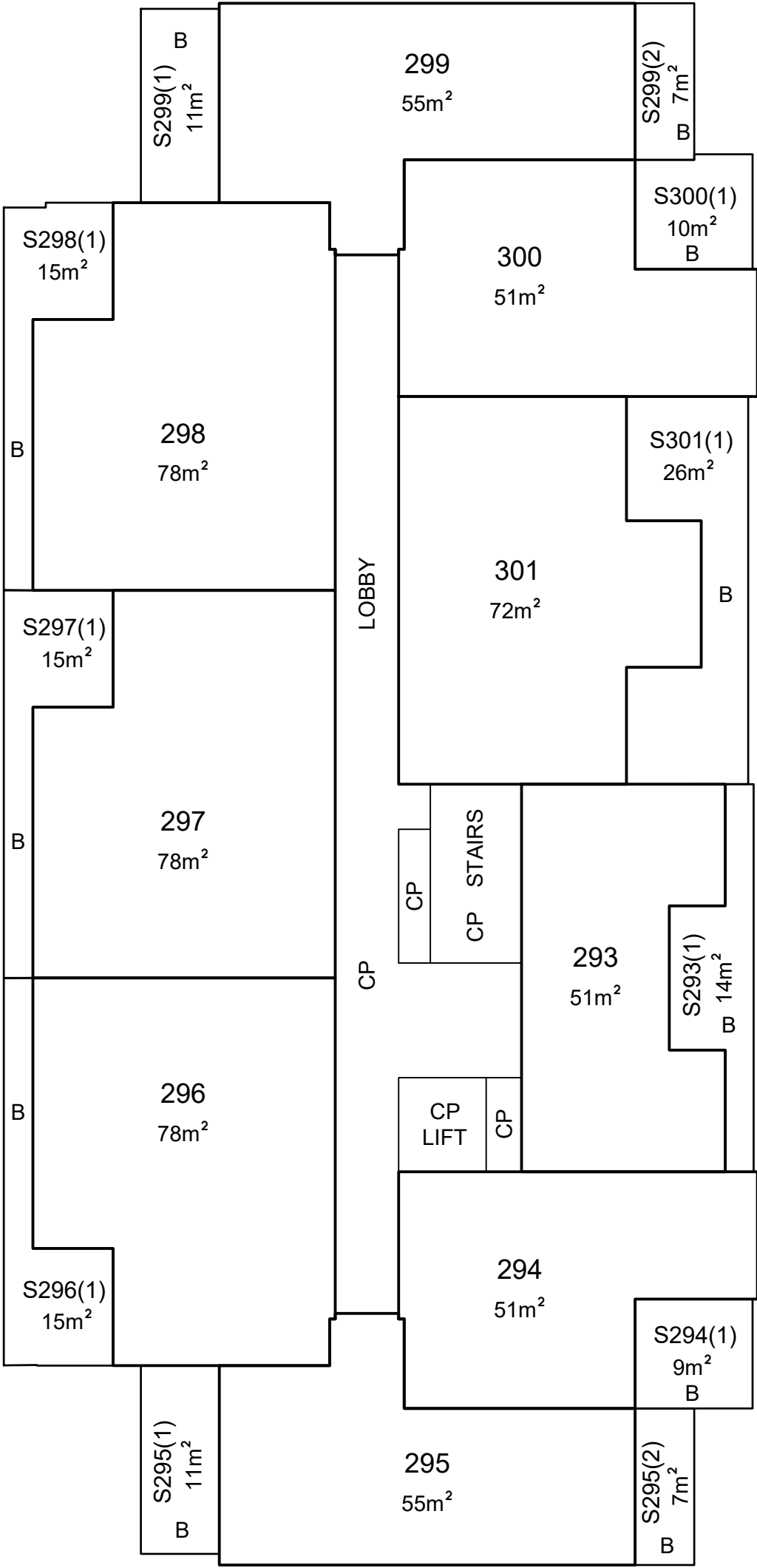
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APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

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LEVEL 8
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Signature of Lessee

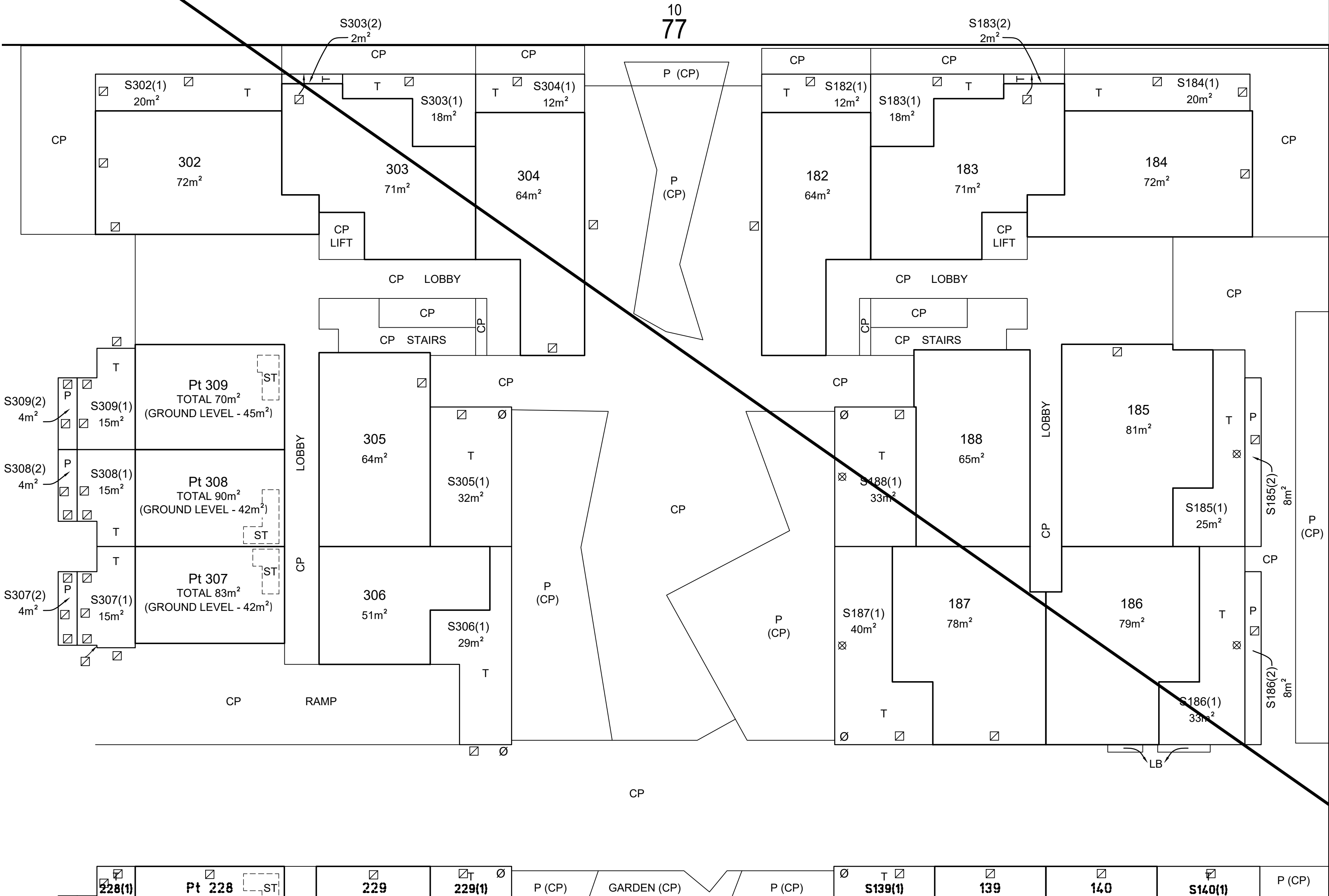
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APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

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Sheet replaced refer ATR 3160819
Registered 17th May 2022



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ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

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DICKSON

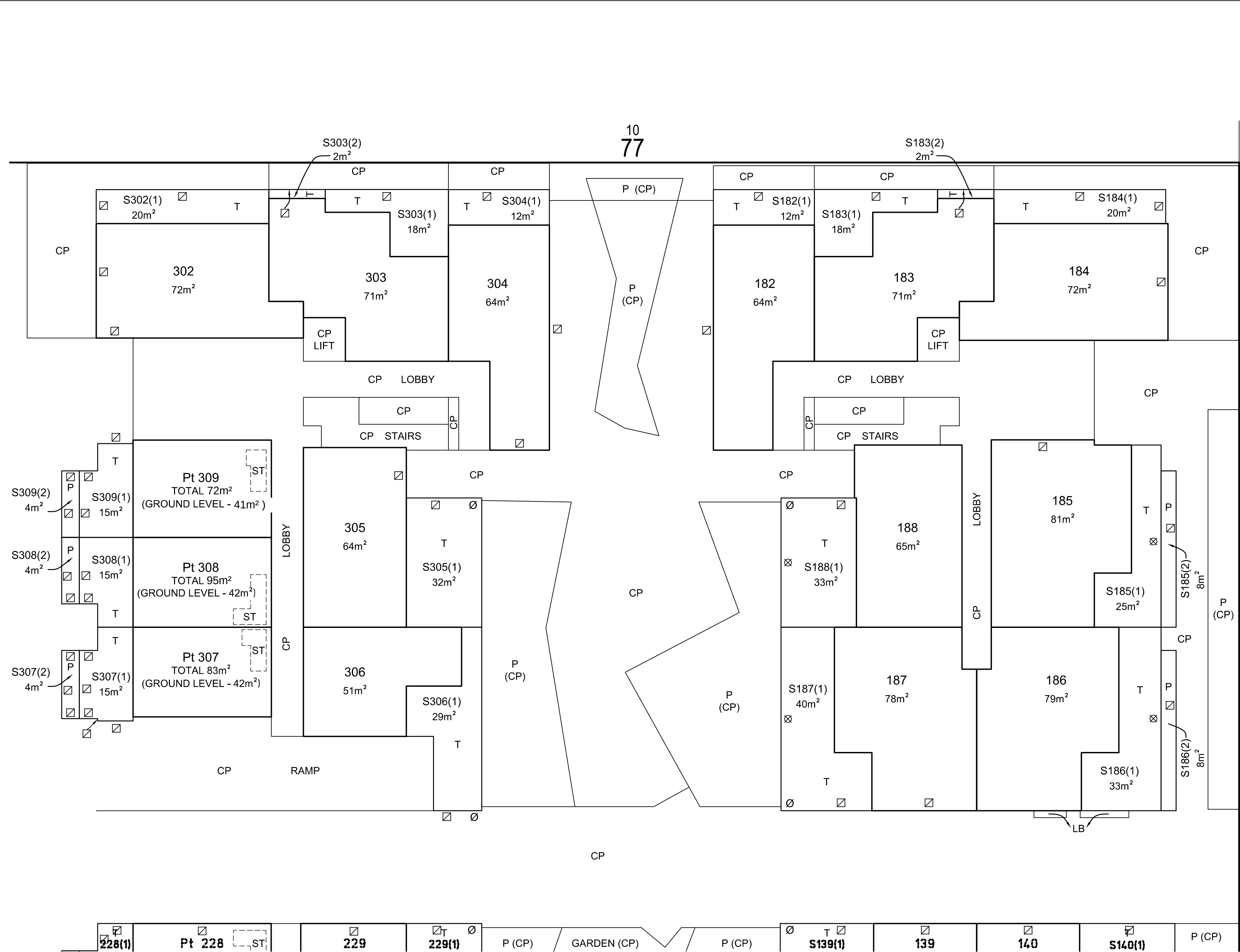
FLOOR NUMBER

GROUND FLOOR
BUILDING C

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
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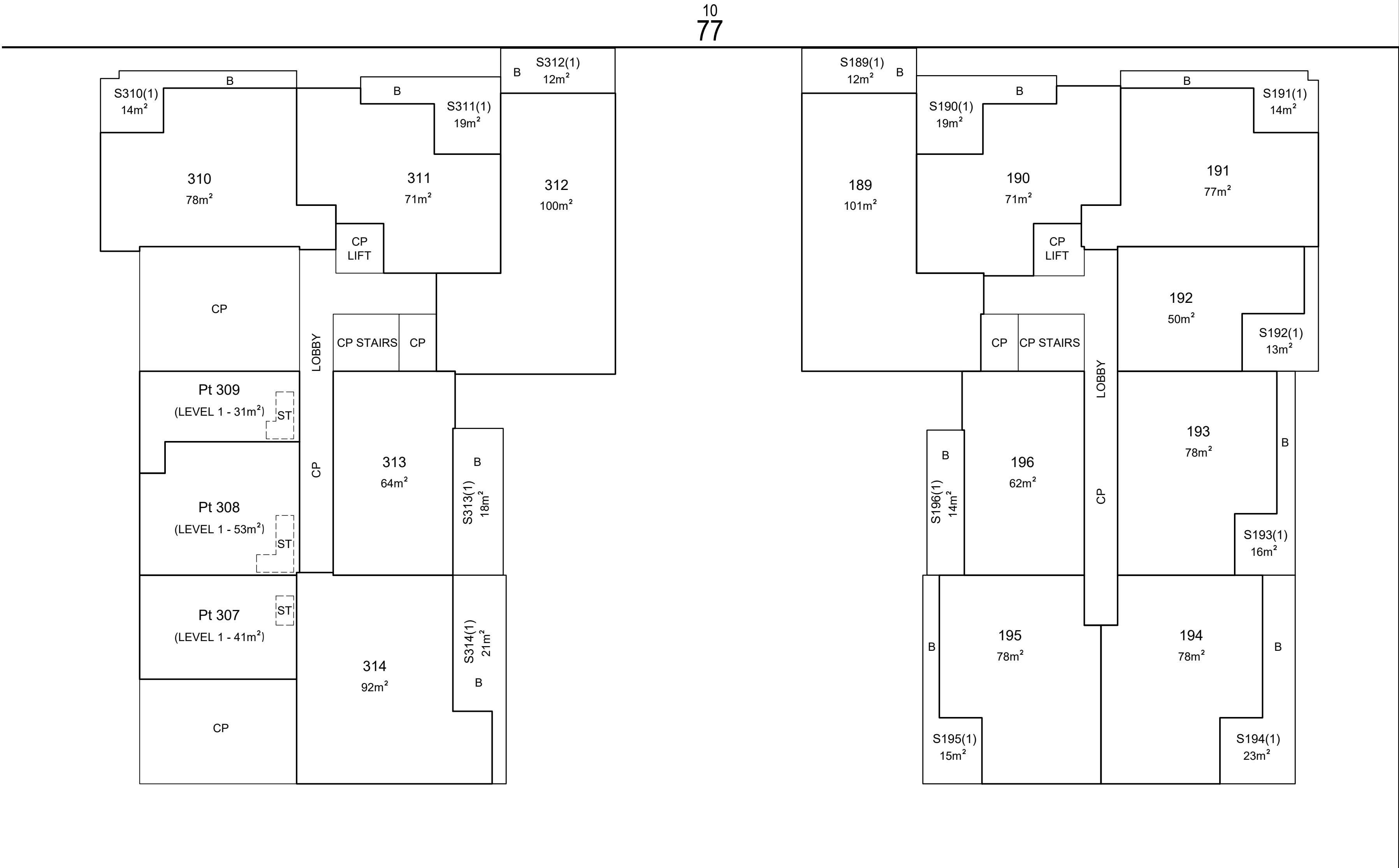
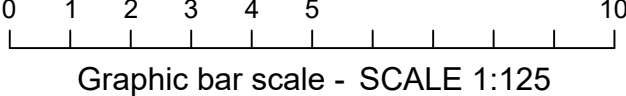
FLOOR NUMBER

GROUND FLOOR
BUILDING C

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
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LEVEL 1 BUILDING C	
Signature of Lessee	
..... Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	

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DICKSON

LEVEL 2
BUILDING C

Delegate of the
Planning and Land Authority

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DICKSON

LEVEL 3
BUILDING C

Signature of Lessee

APPROVED UNDER THE *UNIT TITLES ACT 2001*,
AS THE UNITS PLAN FOR THE SUBDIVISION
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15402



Block

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Division
DICKSON

FLOOR NUMBER

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BUILDING C

Signature of Lessee

Delegate of the
ACT Planning and Land Authority

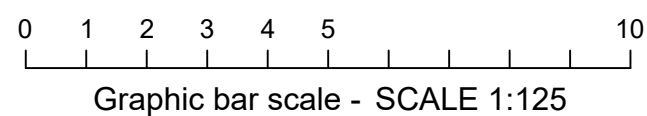
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AS THE UNITS PLAN FOR THE SUBDIVISION
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DICKSON

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LEVEL 5
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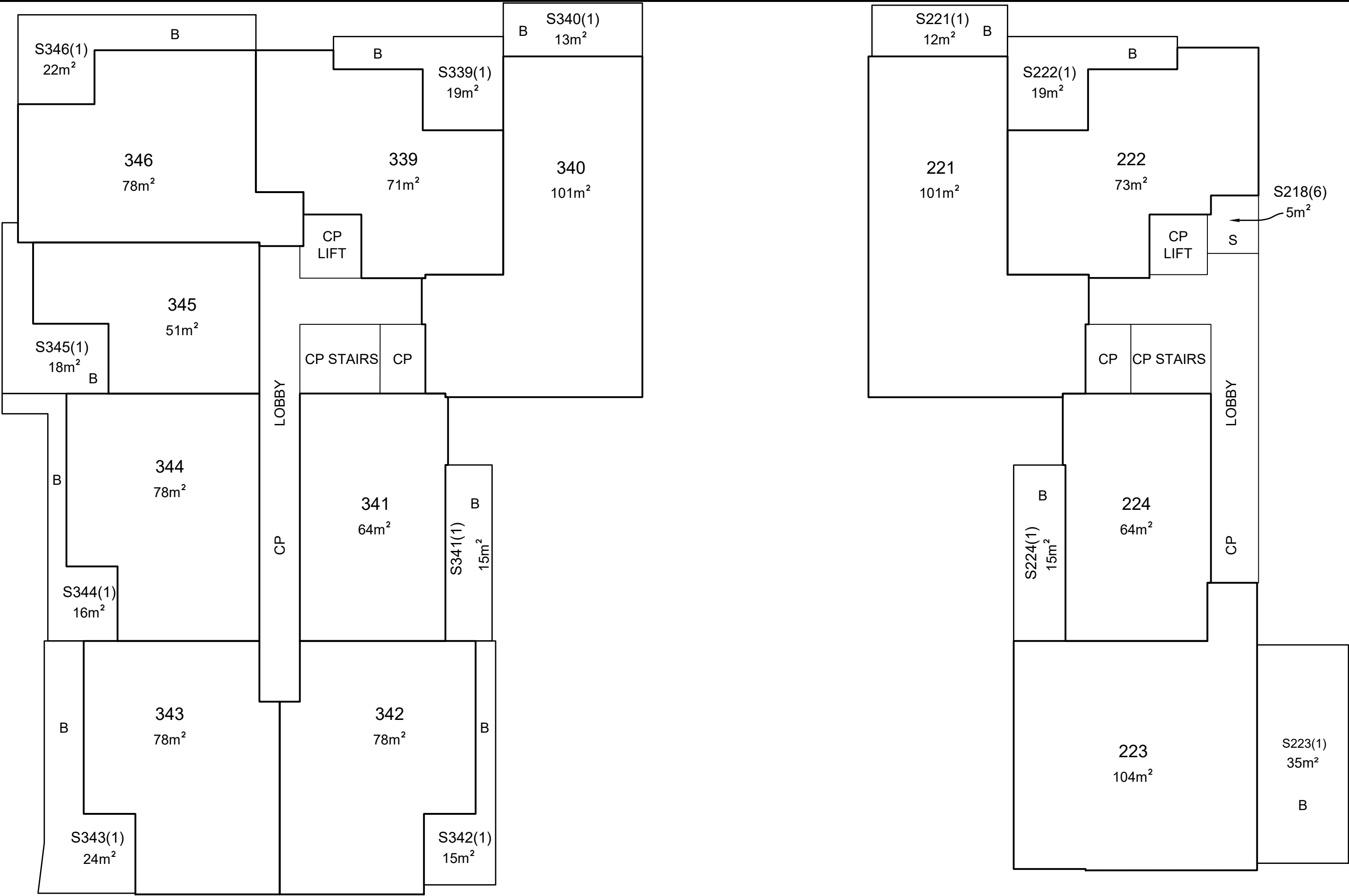
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Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.
15402

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STREET

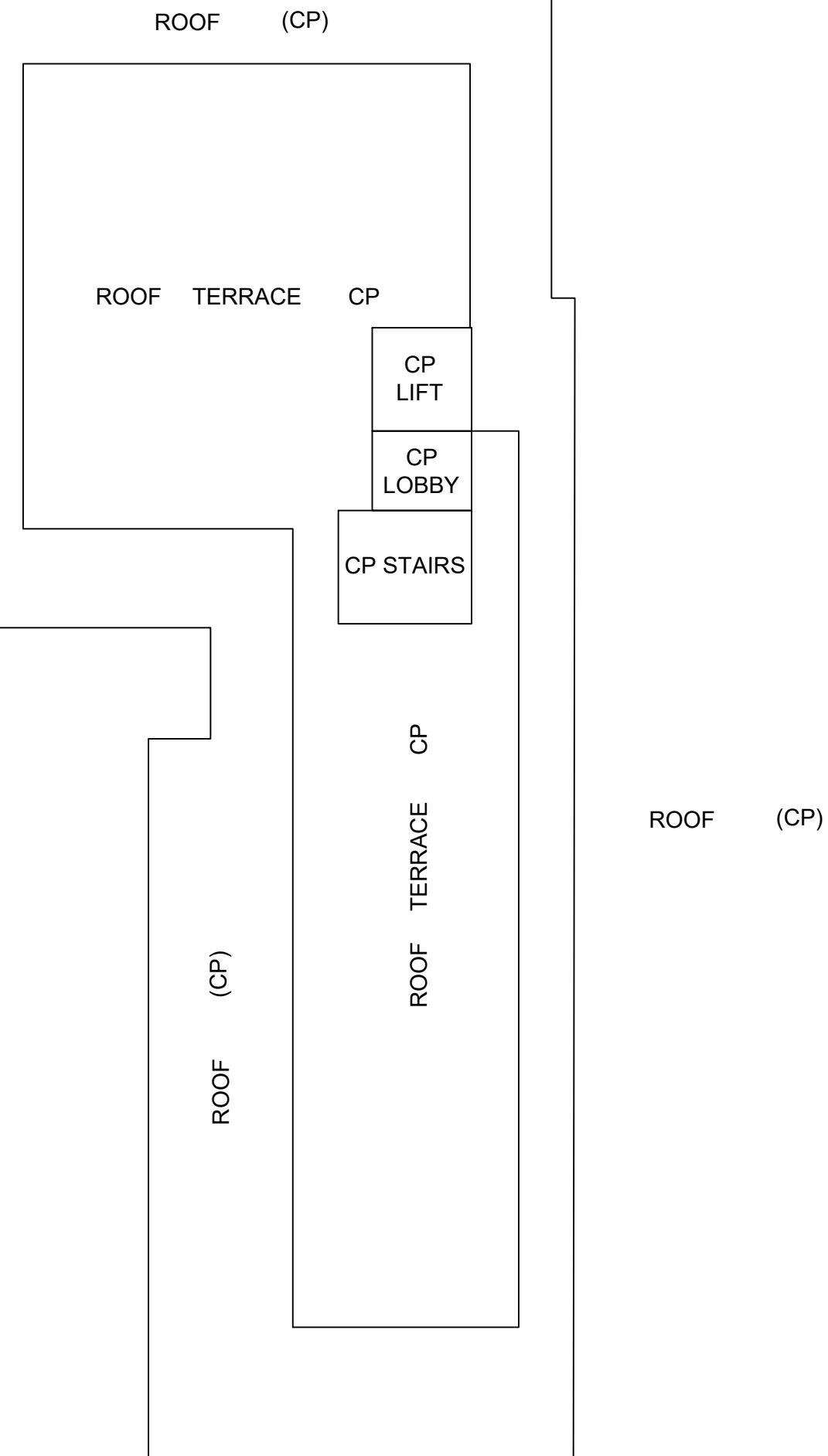
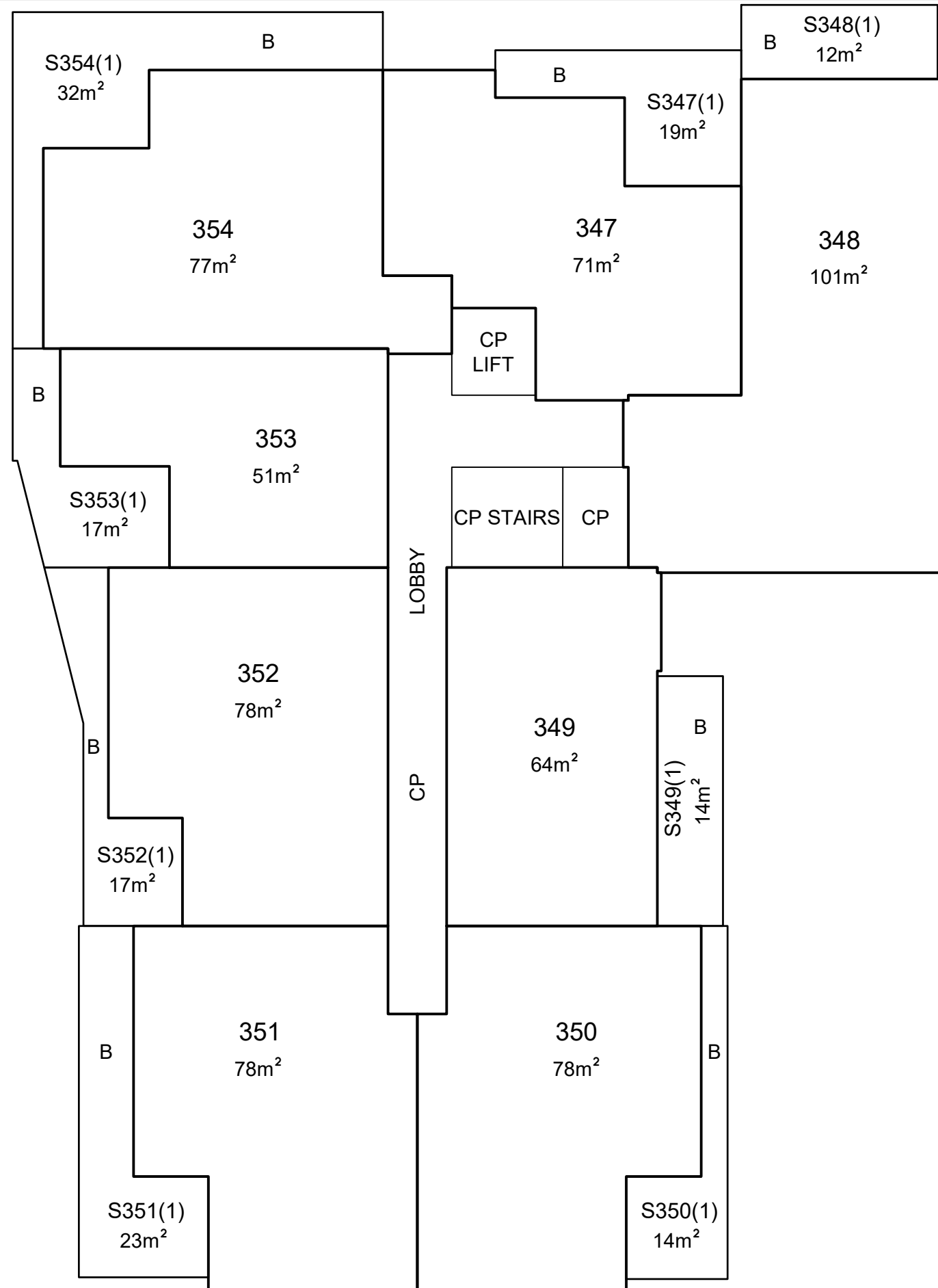
DOORING

Signature of Lessee

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

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Block
4

Section 12

FLOOR NUMBER

LEVEL 7
BUILDING C

Signature of Lessee

.....

Delegate of the
ACT Planning and Land Authority

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

1. *What is the purpose of this study?*
 2. *What are the research questions or hypotheses?*
 3. *What is the significance of the study?*
 4. *What are the limitations of the study?*
 5. *What are the conclusions of the study?*

15402

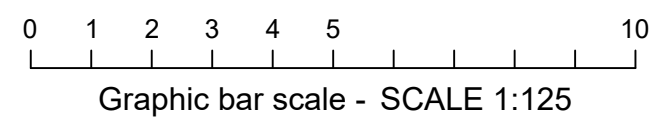
Chief Minister, Treasury and
Economic Development Directorate

15402



NORTHBOURNE

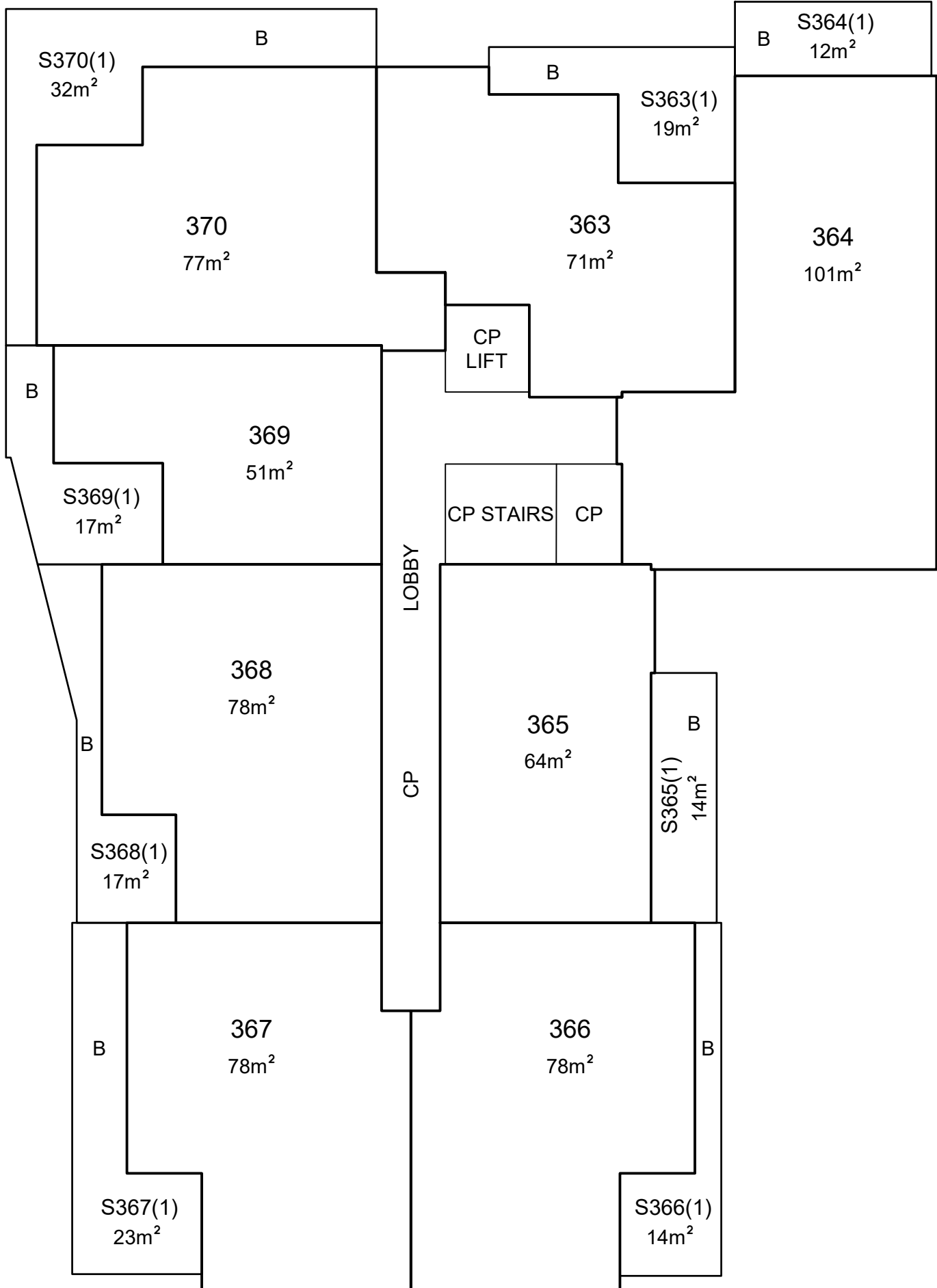
Form 3



AVENUE

NORTHBOURNE

10
77



LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No.56.....of68.....

FLOOR PLAN

Block

4

Section

12

Division

DICKSON

FLOOR NUMBER

LEVEL 8
BUILDING C

Signature of Lessee

.....
Delegate of the

ACT Planning and Land Authority

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

UNITS PLAN No.

15402

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 15402

Block 4 Section 12 Division of DICKSON

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

TERM	1.	The term of the lease of each of the units expires on the second day of March Two thousand one hundred and twenty one.
RENT	2.	The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
	3.	Each Lessee of each of the Units Nos 1 - 370 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ;
PURPOSE	(c)	To use the premises for residential use LIMITED TO multi-unit housing and caretaker's residence;
UNIT SUBSIDIARY	(d)	Not to use any unit subsidiary to that unit as a habitation;

SERVICE AREAS	(e)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(f)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erects any building on the parcel or make any structural alterations to the unit;
REPAIR	(g)	That the Lessee shall always during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;
FAILURE TO REPAIR	(h)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
RIGHT OF INSPECTION	(i)	To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;
RATES AND CHARGES	(j)	To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

- PRESERVATION OF TREES (k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- MINERALS AND WATER (l) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.
4. The Commonwealth covenants with each of the Lessees of all the units as follows:
- QUIET ENJOYMENT That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:
- TERMINATION (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach
- the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the

covenants on the part of the Lessee to be observed or performed;

- | | | |
|--------------------|-----|--|
| ACCEPTANCE OF RENT | (b) | That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a); |
| FURTHER LEASE | (c) | That any extension of terms for all the leases shall be in accordance with the provisions of the <u>Planning and Development Act 2007</u> ; |
| NOTICES | (d) | That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; |
| EXERCISE OF POWERS | (e) | Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or by: <ul style="list-style-type: none"> (i) the Authority; (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or (iii) an authority or person to whom the Authority has delegated all its powers or functions under the <u>Planning and Development Act 2007</u>. |

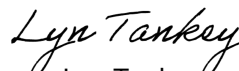
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;

- (d) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;

- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "RL (Reduced Level)" means the vertical height in metres above Australian Height Datum (AHD);
- (j) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing and supportive housing;
- (k) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (l) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (m) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (n) words in the singular include the plural and vice versa;
- (o) words importing one gender include the other genders;
- (p) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....twenty first..... day ofApril.....2022.


Lyn Tankey

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

LESSEE: **ART PROJECTS NOMINEES PTY LTD ACN 610 529 452**



Elisa Roso Sole Director

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 15402

Block 4 Section 12 Division of DICKSON

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

1. The term of the lease expires on the second day of March Two thousand one hundred and twenty one.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as 'proposed service easement' on the Deposited Plan a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
 - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Reservation, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No.15402 (“the Owners Corporation”) covenants with Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the

Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

- (c) That the Owners Corporation shall provide and maintain pedestrian access over that part of the parcel of land described as “proposed pedestrian access easement 5.20 wide limited in depth to RL 572.20 and unlimited in height” and “proposed pedestrian access easement 5.20 wide limited in depth to the inclined plane from RL 570.80 to RL 571.80 and from RL 571.80 to RL 571.50 & unlimited in height” on the Deposited Plan. The Owners Corporation must at all times permit members of the public to pass and repass for all lawful purposes over and along the pedestrian access provided;
- (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (e) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (f) except where necessary for compliance with Clause 4(e) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not

carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

- (h) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
 - (i) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (k) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 15402 ‘;
- (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (e) “RL (Reduced Level)” means the vertical height in metres above Australian Height Datum (AHD);
- (f) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (h) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;

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

Dated this.....twenty first..... day of.....April.....2022.


Lyn Tankey

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

LESSEE: **ART PROJECTS NOMINEES PTY LTD ACN 610 529 452**



Elisa Roso Sole Director



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	243	Block	4	Section	12	Suburb	DICKSON
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	()	(X)
Certificate Number: 83732 Dated: 14-APR-22		
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: 20-MAY-26 15:06:56

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

22399 - 194885201



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

20-MAY-2026 15:06

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

DICKSON Section 12/Block 4/Unit 243

Building Class: A

Area(m2): 10,763.9

Unimproved Value: \$22,300,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202139210 **Lodged** 09-DEC-21 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR A NEW SIGNS - Proposal of signage for the Mulberry development consisting of 4 illuminated signs, 5 building address signs, 6 lobby address signs, 6 letterbox address signs and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	12	4-4	

-- Involved Parties -----

Role	Name
Lessee	Art Project Nominees Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

20-MAY-2026 15:06

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

Sect	Blk	DA No.	Description	Overlay Policy	Status
2	1	202442955	PLANNING ACT 2023 - AMENDMENT TO DA202442955 - S168D PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION. Amendment to development application for demolition of existing dwellings on blocks 1, 2 and 3, construction of 21 apartments across four storeys, two-level basement parking, new driveway/verge crossing, landscaping, tree removal and associated works. Lease Variation to limit dwellings permitted to 21 and to consolidate blocks 1, 2 and 3 of section 2 Dickson which is still under consideration - the amendment is to change façade materials, eaves, site entries, courtyard walls, unit layouts, basement layout, building design, terrace balconies, electrical clearance, landscaping and associated works.	Approval Conditional	15-DEC-25

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

20-MAY-2026 15:06

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 3 of 3

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 15402 Lot No. 143 Unit No. G05

Unit Owner/Eligible Person: Linda K Diskordia

Linda K Diskordia
c/- Archer
1/24 Girrahween Street
BRADDON ACT 2612

1. Committee Details

Michael Sanese	Farhan H Nadri
Timothy S Hicks	
Carman Wong	
Timothy J Hall	
Shikhar Rai	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

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

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHUBB Insurance Company of Australia Ltd	01GS554608	\$229,040,000.00	28/10/2026	\$231,391.23
Common Area Contents			\$2,290,400.00		
Catastrophe			\$34,699,560.00		
Machinery Breakdown			\$100,000.00		
Loss of Rent/Temp Accommodation			\$34,356,000.00		
Crime Insurance			\$100,000.00		
Public Liability			\$30,000,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (28/04/2025 - 27/04/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
27/07/2025	Standard Levy Contribution Schedule	\$749.49	\$186.91	\$936.40
27/10/2025	Standard Levy Contribution Schedule	\$749.49	\$186.91	\$936.40
27/01/2026	Standard Levy Contribution Schedule	\$749.49	\$186.91	\$936.40
27/04/2026	Standard Levy Contribution Schedule	\$749.49	\$186.91	\$936.40
Admin Fund Contributions				\$2,997.96
Sinking Fund Contributions				\$747.64
Total Contributions				\$3,745.60
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:
Admin Fund\$131,656.94 Sinking Fund \$688,486.35 Total \$820,143.29

6. Developer Control Period

Developer control period expiry date: 28/04/2023

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 02/03/2121

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? Yes

If yes, refer to **attached** documents prescribed by regulation.

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

Date: 23/06/2026 The Common Seal of The Owners – Units Plan No 15402 Was hereunto affixed in The presence of  Signature: _____	
--	--

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

Printed: 23/06/2026 10:33 am User: Siti Nasir

Contracts Register 15402 Mulberry 55-63 Dooring Street

Page 1

Contractor Name and Address: Dedicated Fire

Details of Duties: Fire Protection Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 01/07/2023

Termination Date: 30/06/2026

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Fairy Services

Details of Duties: Cleaning Services

Delegated Powers:

Basis of Remuneration:

Commencement Date: 13/09/2024

Termination Date: 12/09/2026

Terms:

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Johnson Controls Australia P/L
38 South Street
RYDALMERE NSW 2116

Details of Duties: Fire Detection and Alarm System Monitoring

Delegated Powers:

Basis of Remuneration:

Commencement Date: 14/08/2024

Termination Date: 13/08/2026

Terms:

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Maritex Electrical
PO Box 495
DICKSON ACT 2602

Details of Duties: Electrical Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 01/07/2023

Termination Date: 30/06/2026

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Origin Energy 130112
Locked Bag 304
SILVERWATER NSW 1811

Details of Duties: Electricity Agreement

Delegated Powers:

Basis of Remuneration:

Commencement Date:

Termination Date:

Terms:

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Outscapes
PO Box 557
DICKSON ACT 2602

Details of Duties: Gardening Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 20/09/2024

Termination Date: 19/09/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: ROC Mechanical Service Pty Ltd
Unit 1/8 Gregg Place
CRESTWOOD NSW 2620

Details of Duties: HVAC Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 01/11/2023

Termination Date: 31/10/2026

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Sitecraft

Details of Duties: Tug Services

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

Printed: 23/06/2026 10:33 am User: Siti Nasir

Contracts Register

15402 Mulberry 55-63 Dooring Street

Page 2

17 Macquarie Dr
THOMASTOWN VIC 3074

Delegated Powers:

Basis of Renumeration:

Commencement Date: 01/01/2024

Termination Date: 31/12/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Taylr Services Pty Ltd

Details of Duties: Parcel Locker Services

Delegated Powers:

Basis of Renumeration:

Commencement Date: 28/04/2024

Termination Date: 27/04/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Total Pool Services
Po Box 6020
CONDER ACT 2611

Details of Duties: Pool Maintenance

Delegated Powers:

Basis of Renumeration:

Commencement Date: 13/08/2024

Termination Date: 12/08/2026

Terms:

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Strata Management Agreement

Delegated Powers:

Basis of Renumeration:

Commencement Date: 28/04/2024

Termination Date: 27/04/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Building Management Agreement

Delegated Powers:

Basis of Renumeration:

Commencement Date: 28/04/2024

Termination Date: 27/04/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Wastech Engineering
PO Box 5094
HALLAM VIC 3803

Details of Duties: Compactor/Auger Services

Delegated Powers:

Basis of Renumeration:

Commencement Date: 01/02/2024

Termination Date: 31/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Water Tight - ACT
PO Box 6273
O'CONNOR ACT 2602

Details of Duties: Hydraulic Maintenance

Delegated Powers:

Basis of Renumeration:

Commencement Date: 01/07/2023

Termination Date: 30/06/2026

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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Page 1

OWNER LEDGER from 01/01/24 to 23/06/26 All Schedules

U/Plan: 15402 **Units:** 370 **Lots:** 370
Building Address: 55-63 Dooring Street
: 254-258 Northbourne Avenue
Suburb: DICKSON **State:** ACT **Post Code:** 2602
Building Name: Mulberry
GST?: Yes **ABN:** 69949259989
Manager: Teagan Brissett

Lot 143	Unit G05	Linda K Diskordia			
Date	Ref	Details	Debit	Credit	Balance
01/01/24		Opening Balance	\$0.00	\$0.00	\$0.00
15/01/24	3310	Receipt; Annual Levy Contribution for 28/11/2023 to 27/01/2024 Levy Ref# 2153	\$0.00	\$657.55	\$657.55 CR
08/02/24	2153	Annual Levy Contribution From: 28/11/2023 To: 27/01/2024	\$657.55	\$0.00	\$0.00
15/03/24	3757	Receipt; Annual Levy Contribution for 28/01/2024 to 27/04/2024 Levy Ref# 2523	\$0.00	\$657.55	\$657.55 CR
27/04/24	2523	Annual Levy Contribution From: 28/01/2024 To: 27/04/2024	\$657.55	\$0.00	\$0.00
28/06/24	4297	Receipt; Standard Levy Contribution Schedule for 28/04/2024 to 27/07/2024 Levy Ref# 3488	\$0.00	\$857.45	\$857.45 CR
15/07/24	4447	Receipt; Standard Levy Contribution Schedule for 28/07/2024 to 27/10/2024 Levy Ref# 3489	\$0.00	\$857.45	\$1,714.90 CR
27/07/24	3488	Standard Levy Contribution Schedule From: 28/04/2024 To: 27/07/2024	\$857.45	\$0.00	\$857.45 CR
27/10/24	3489	Standard Levy Contribution Schedule From: 28/07/2024 To: 27/10/2024	\$857.45	\$0.00	\$0.00
16/12/24	5371	Receipt; Standard Levy Contribution Schedule for 28/10/2024 to 27/01/2025 Levy Ref# 3490	\$0.00	\$857.45	\$857.45 CR
27/01/25	3490	Standard Levy Contribution Schedule From: 28/10/2024 To: 27/01/2025	\$857.45	\$0.00	\$0.00
17/03/25	5861	Receipt; Standard Levy Contribution Schedule for 28/01/2025 to 27/04/2025 Levy Ref# 3491	\$0.00	\$857.45	\$857.45 CR
27/04/25	3491	Standard Levy Contribution Schedule From: 28/01/2025 To: 27/04/2025	\$857.45	\$0.00	\$0.00
15/07/25	6521	Receipt; Standard Levy Contribution Schedule for 28/04/2025 to 27/07/2025 Levy Ref# 5123	\$0.00	\$936.40	\$936.40 CR
27/07/25	5123	Standard Levy Contribution Schedule From: 28/04/2025 To: 27/07/2025	\$936.40	\$0.00	\$0.00
15/09/25	6966	Receipt; Standard Levy Contribution Schedule for 28/07/2025 to 27/10/2025 Levy Ref# 5124	\$0.00	\$936.40	\$936.40 CR
27/10/25	5124	Standard Levy Contribution Schedule From: 28/07/2025 To: 27/10/2025	\$936.40	\$0.00	\$0.00
15/12/25	7450	Receipt; Standard Levy Contribution Schedule for 28/10/2025 to 27/01/2026 Levy Ref# 5125	\$0.00	\$936.40	\$936.40 CR

OWNER LEDGER from 01/01/24 to 23/06/26
All Schedules

U/Plan: 15402 Units: 370 Lots: 370
Building Address: 55-63 Dooring Street
: 254-258 Northbourne Avenue
Suburb: DICKSON State: ACT Post Code: 2602
Building Name: Mulberry
GST?: Yes
ABN: 69949259989
Manager: Teagan Brissett

Lot 143		Unit G05		Linda K Diskordia (Continued)	
Date	Ref	Details	Debit	Credit	Balance
27/01/26	5125	Standard Levy Contribution Schedule From: 28/10/2025 To: 27/01/2026	\$936.40	\$0.00	\$0.00
16/03/26	8041	Receipt; Standard Levy Contribution Schedule for 28/01/2026 to 27/04/2026 Levy Ref# 5126	\$0.00	\$936.40	\$936.40 CR
27/04/26	5126	Standard Levy Contribution Schedule From: 28/01/2026 To: 27/04/2026	\$936.40	\$0.00	\$0.00
		Closing Balance	\$8,490.50	\$8,490.50	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$8,490.50	\$8,490.50	\$0.00



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 11 November 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	The Owners UP 15402	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	01GS554608	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 28 October 2025, Local Standard Time
	To:	4.00pm on 28 October 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	55 Dooring Street, Dickson ACT 2602	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 229,040,000
	Common Contents	AUD 2,290,400
	Catastrophe	AUD 34,699,560
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 34,356,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 300,385,960	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 30 October 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



William Lee
Strata Underwriter, NSW / ACT

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Insurance Valuation Report

For

Mulberry

55-63 Dooring Street, Dickson ACT 2602

Scheme Number: 15402



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 177316

27 March 2023

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 **55-63 Dooring Street, Dickson ACT 2602**.

1.2 Property Address

The property is situated at **55-63 Dooring Street, Dickson ACT 2602**.

1.3 Description of Building

The property comprises total three hundred seventy residential apartments in five buildings in the construction of six and nine storey with two levels of basement parking space. Access to upper floor is by internal stairwell, lobbies, and six passenger lifts. Common property includes communal area, rooftop swimming pool, BBQ facilities, rooftop terrace, entertainment pergola area, amenities, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is April 2022.

1.4 Client

The Proprietors Mulberry.

1.5 Replacement Value

Recommended Insured Value: \$229,040,000 (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: \$156,590,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	36 Months

Calculated at 8% over the period \$31,320,000

Progressive Subtotal: \$187,910,000

Professional Fees: \$16,910,000

Progressive Subtotal: \$204,820,000

Removal of Debris: \$7,830,000

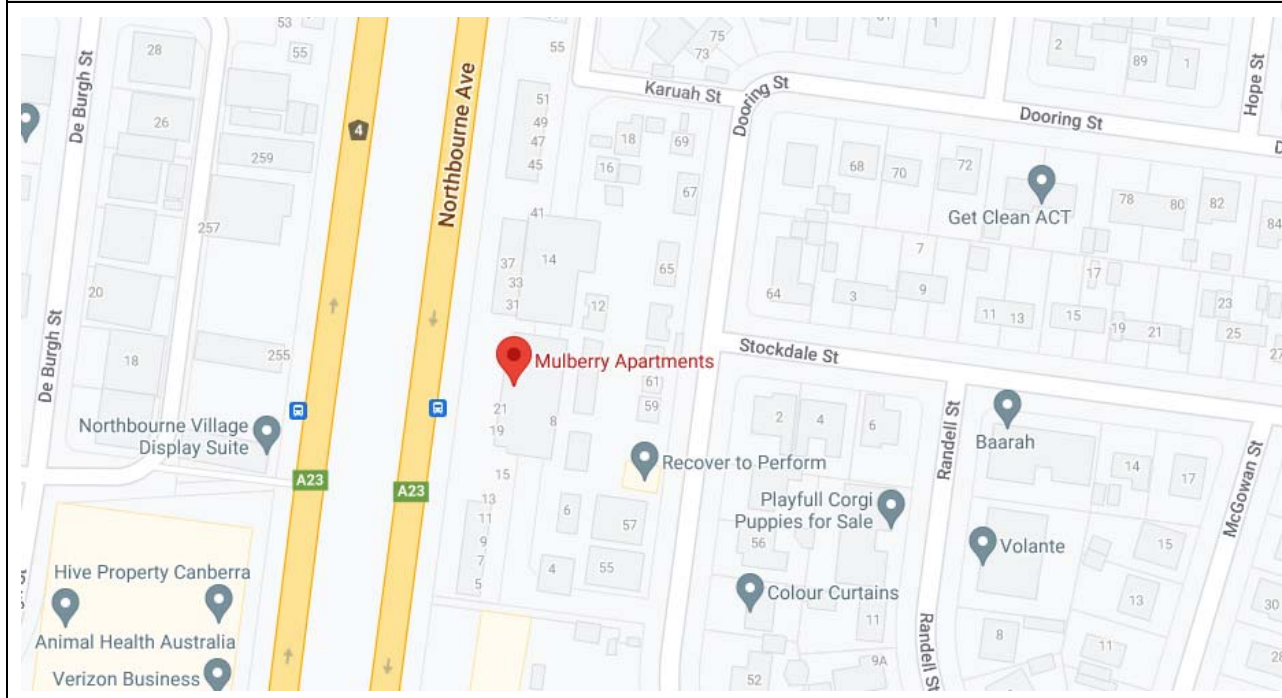
Progressive Subtotal: \$212,650,000

Cost Escalation for Insurance Policy Lapse Period: \$16,390,000

Progressive Subtotal: \$229,040,000

Recommended Insured Value: \$229,040,000 (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: Combination of brickwork and concrete masonry.

EXTERNAL WALL FINISHES: Concrete, face brick, Colourbond and fibre cement claddings.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Reinforced concrete and low-pitched roof.

ROOFING: Powder coated metal sheeting, membrane, and roof terrace.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Mulberry

55-63 Dooring Street, Dickson, ACT 2602

Scheme Number: 15402



COMPILED BY SIMON VINCENT

**On 16 March 2023 for the
15 Years Commencing: 28 April 2023
QIA Job Reference Number: 177317**

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

PO Box 1280,
Beenleigh QLD 4207

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F 1300 369 190
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W www.qiagroup.com.au

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

55-63 Dooring Street, Dickson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$22.45

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.

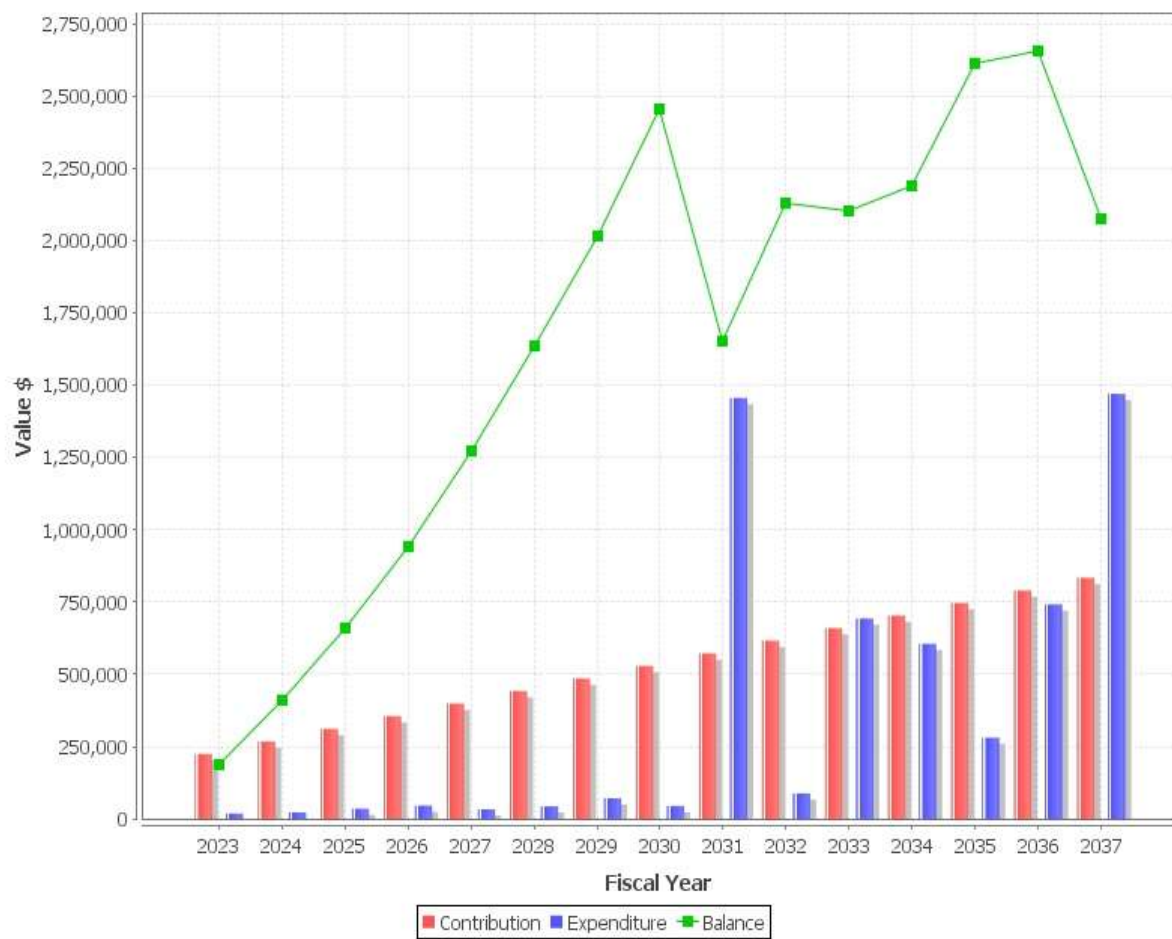
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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	28/04/2023	\$0	\$204,097	\$20,410	\$224,507	\$20.41	\$2.04	\$22.45	\$1,673	\$18,405	\$187,366
2	28/04/2024	\$187,366	\$243,649	\$24,365	\$268,014	\$24.36	\$2.44	\$26.80	\$2,036	\$22,399	\$410,651
3	28/04/2025	\$410,651	\$283,201	\$28,320	\$311,521	\$28.32	\$2.83	\$31.15	\$3,188	\$35,063	\$661,977
4	28/04/2026	\$661,977	\$322,753	\$32,275	\$355,028	\$32.28	\$3.23	\$35.50	\$4,195	\$46,142	\$942,783
5	28/04/2027	\$942,783	\$362,305	\$36,230	\$398,535	\$36.23	\$3.62	\$39.85	\$3,052	\$33,575	\$1,274,565
6	28/04/2028	\$1,274,565	\$401,856	\$40,186	\$442,042	\$40.19	\$4.02	\$44.20	\$3,965	\$43,619	\$1,636,768
7	28/04/2029	\$1,636,768	\$441,408	\$44,141	\$485,549	\$44.14	\$4.41	\$48.55	\$6,480	\$71,284	\$2,013,372
8	28/04/2030	\$2,013,372	\$480,960	\$48,096	\$529,056	\$48.10	\$4.81	\$52.91	\$4,071	\$44,781	\$2,453,622
9	28/04/2031	\$2,453,622	\$520,512	\$52,051	\$572,563	\$52.05	\$5.21	\$57.26	\$132,337	\$1,455,705	\$1,650,766
10	28/04/2032	\$1,650,766	\$560,064	\$56,006	\$616,070	\$56.01	\$5.60	\$61.61	\$8,037	\$88,407	\$2,130,460
11	28/04/2033	\$2,130,460	\$599,615	\$59,962	\$659,577	\$59.96	\$6.00	\$65.96	\$63,019	\$693,209	\$2,099,885
12	28/04/2034	\$2,099,885	\$639,167	\$63,917	\$703,084	\$63.92	\$6.39	\$70.31	\$55,048	\$605,532	\$2,188,569
13	28/04/2035	\$2,188,569	\$678,719	\$67,872	\$746,591	\$67.87	\$6.79	\$74.66	\$25,530	\$280,833	\$2,611,985
14	28/04/2036	\$2,611,985	\$718,271	\$71,827	\$790,098	\$71.83	\$7.18	\$79.01	\$67,452	\$741,973	\$2,655,735
15	28/04/2037	\$2,655,735	\$757,823	\$75,782	\$833,605	\$75.78	\$7.58	\$83.36	\$133,598	\$1,469,575	\$2,077,580

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$11,100
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting		\$5,544
- Replace hydrant/sprinkler booster pumps batteries		\$1,617
SWIMMING POOL/RECREATION AREA		
- Replace pool cartridge filter		\$144
<u>Total Forecast Expenditure for year - April 2023 (Inc GST):</u>		<u>\$18,405</u>
Includes GST amount of :		\$1,673
April 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$11,655
BASEMENT		
- Maintain line marking		\$3,274
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting		\$5,821
SWIMMING POOL/RECREATION AREA		
- Provision for ongoing replacement of pool pumps		\$1,334
- Maintain filter - replace sand		\$315
<u>Total Forecast Expenditure for year - April 2024 (Inc GST):</u>		<u>\$22,399</u>
Includes GST amount of :		\$2,036

April 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$12,237
FURNITURE & FITTINGS		
- Provision to upgrade swipe/card readers		\$13,371
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting		\$6,112
- Replace hydrant/sprinkler booster pumps batteries		\$1,783
SWIMMING POOL/RECREATION AREA		
- Provision for ongoing replacement of pool pumps		\$1,401
- Replace pool cartridge filter		\$159
<u>Total Forecast Expenditure for year - April 2025 (Inc GST):</u>		<u>\$35,063</u>
Includes GST amount of :		\$3,188
April 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$12,849
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$26,875
- Install/Replace sensors/exit signage/emergency lighting		\$6,418
<u>Total Forecast Expenditure for year - April 2026 (Inc GST):</u>		<u>\$46,142</u>
Includes GST amount of :		\$4,195
April 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$13,492

BASEMENT

- Maintain line marking	\$3,791
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,555
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AMENITIES

- Maintain fixtures/fittings	\$562
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- Replace extraction fans	\$842
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$6,739
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- Replace hydrant/sprinkler booster pumps batteries	\$1,965
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SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,544
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- Maintain filter - replace sand	\$365
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- Replace pool cartridge filter	\$175
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PLANT & EQUIPMENT

- Replace hot water system circulating pumps	\$1,544
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<u>Total Forecast Expenditure for year - April 2027 (Inc GST):</u>	<u>\$33,575</u>
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Includes GST amount of :	\$3,052
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April 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$14,166
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DRIVEWAY

- Repaint line marking	\$1,622
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FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$17,100
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$7,076
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SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,622
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- Replace water chlorinator	\$2,034
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<u>Total Forecast Expenditure for year - April 2028 (Inc GST):</u>	<u>\$43,619</u>
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Includes GST amount of :	\$3,965
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April 2029

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$14,874
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BASEMENT

- Replace main garage doors motors	\$10,835
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,817
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- Provision to upgrade swipe/card readers	\$16,252
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$7,429
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- Replace hydrant/sprinkler booster pumps batteries	\$2,167
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SWIMMING POOL/RECREATION AREA

- Replace pool cartridge filter	\$193
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- Replace fridge	\$1,857
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PLANT & EQUIPMENT

- Replace hot water system supply pumps	\$6,191
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- Replace irrigation controllers	\$4,024
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- Replace bin lifter	\$4,643
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<u>Total Forecast Expenditure for year - April 2029 (Inc GST):</u>	<u>\$71,284</u>
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Includes GST amount of : \$6,480

April 2030	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$2,925
- Capital Replacement - General \$15,618

BASEMENT

- Maintain line marking \$4,388

EXTERNAL WORKS

- Ongoing partial maintenance of tiled pathways 2% of total \$10,944

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$7,801

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps \$1,788
- Maintain filter - replace sand \$423
- Maintain pool fence fixings \$894

Total Forecast Expenditure for year - April 2030 (Inc GST): \$44,781

Includes GST amount of : \$4,071

April 2031	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings \$767,907
- Scaffold/access equip allowance \$131,397
- Repaint door face \$5,290
- Repaint balustrade \$33,788
- Capital Replacement - General \$16,399

BASEMENT

- Repaint walls/columns/bollards \$25,256

- Repaint door face	\$3,413
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EXTERNAL WORKS

- Provision to replace bin compactor controllers	\$8,532
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$3,106
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- Provision to replace door closers 10% of total	\$2,048
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AMENITIES

- Repaint walls/ceilings	\$2,048
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$34,300
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- Install/Replace sensors/exit signage/emergency lighting	\$8,191
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- Provision to replace pressure vessels	\$2,730
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- Replace hydrant/sprinkler booster pumps batteries	\$2,389
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LOBBIES

- Repaint walls	\$240,611
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- Repaint ceiling	\$97,268
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- Repaint door face	\$47,098
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STAIRWELL

- Repaint door face	\$18,430
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SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,877
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- Replace pool cartridge filter	\$213
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- Replace BBQ	\$3,413
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<u>Total Forecast Expenditure for year - April 2031 (Inc GST):</u>	<u>\$1,455,705</u>
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Includes GST amount of :	\$132,337
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April 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$3,225
- Maintain sliding screens fixtures/fittings	\$5,375
- Capital Replacement - General	\$17,219
AMENITIES	
- Maintain tiles 10% of total	\$1,568
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	\$8,601
LOBBIES	
- Maintain tiles 2% of total	\$4,829
SWIMMING POOL/RECREATION AREA	
- Maintain pool fence fixings	\$985
- Maintain concourse 20% of total	\$12,901
PLANT & EQUIPMENT	
- Provision to replace instant hot water heater units over 3 years 33% of total	\$33,703
<u>Total Forecast Expenditure for year - April 2032 (Inc GST):</u>	<u>\$88,407</u>
Includes GST amount of :	\$8,037

April 2033	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$18,080
BASEMENT	
- Maintain line marking	\$5,080
EXTERNAL WORKS	
- Maintain common pipework	\$6,773

- Ongoing partial maintenance of tiled pathways 2% of total	\$12,669
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FURNITURE & FITTINGS

- Replace TV antenna's	\$2,070
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- Ongoing partial replacement of exterior lighting	\$3,424
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- Provision to upgrade swipe/card readers	\$19,754
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- Provision to replace door closers 10% of total	\$2,258
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AMENITIES

- Maintain fixtures/fittings	\$753
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- Replace extraction fans	\$1,129
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$9,031
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- Replace hydrant/sprinkler booster pumps batteries	\$2,634
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LOBBIES

- Replace carpet/floor covering	\$282,206
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ROOF

- Repaint membrane	\$272,799
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- Replace rooftop exhaust fans	\$5,644
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SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$2,070
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- Maintain filter - replace sand	\$489
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- Replace pool heater in 11 years	\$8,654
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- Replace pool cartridge filter	\$235
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PLANT & EQUIPMENT

- Replace hot water system circulating pumps	\$2,070
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- Provision to replace instant hot water heater units over 3 years 33% of total	\$35,389
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<u>Total Forecast Expenditure for year - April 2033 (Inc GST):</u>	<u>\$693,209</u>
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Includes GST amount of : \$63,019

April 2034	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$3,556
- Provision for partial podium slab membrane replacement \$146,183
- Capital Replacement - General \$18,984

EXTERNAL WORKS

- Replace synthetic grass \$30,817

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment \$311,132

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$9,482

ROOF

- Maintain metal roof fixings/flashings \$3,477

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps \$2,173
- Maintain pool fence fixings \$1,086

PLANT & EQUIPMENT

- Replace hot water system tanks \$41,484
- Provision to replace instant hot water heater units over 3 years 33% of total \$37,158

Total Forecast Expenditure for year - April 2034 (Inc GST): \$605,532

Includes GST amount of : \$55,048

April 2035	Expense Inc GST
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SUPERSTRUCTURE

- Replace external door/frame 20% of total \$2,904

- Maintain sliding screens fixtures/fittings	\$6,223
- Capital Replacement - General	\$19,933

BASEMENT

- Replace stormwater pumps	\$9,541
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DRIVEWAY

- Maintain driveway 3% of total	\$7,078
- Repaint line marking	\$2,282

EXTERNAL WORKS

- Ongoing partial maintenance of concrete pathways 5% of total	\$3,267
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FENCING

- Maintain block retaining wall 20% of total	\$6,223
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$3,775
- Provision to upgrade security cameras & associated equipment	\$24,061
- Provision to replace door closers 10% of total	\$2,489

AMENITIES

- Maintain tiles 10% of total	\$1,815
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$9,956
- Replace hydrant/sprinkler booster pumps batteries	\$2,904

LOBBIES

- Maintain tiles 2% of total	\$5,590
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ROOF

- Provision for partial balcony membrane replacement	\$101,688
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SWIMMING POOL/RECREATION AREA

- Replace water chlorinator	\$2,862
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- Maintain concourse 20% of total	\$14,934
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- Replace pool cartridge filter	\$259
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PLANT & EQUIPMENT

- Provision to replace exhaust/supply fans + variable speed controllers over 4 years 25% of total	\$53,048
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<u>Total Forecast Expenditure for year - April 2035 (Inc GST):</u>	<u>\$280,833</u>
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Includes GST amount of :	\$25,530
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April 2036	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$3,920
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- Replace planter box membrane	\$38,331
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- Capital Replacement - General	\$20,930
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BASEMENT

- Maintain line marking	\$5,880
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- Provision for CO sensor replacement	\$20,364
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- Maintain/repair main garage doors running gear	\$6,534
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EXTERNAL WORKS

- Ongoing partial maintenance of tiled pathways 2% of total	\$14,666
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FURNITURE & FITTINGS

- Provision to replace outdoor furniture	\$8,712
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- Provision to replace mail boxes in 34 years (partial accrual)	\$24,698
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AMENITIES

- Maintain shower waterproofing	\$8,712
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- Provision to replace toilets and basins	\$5,575
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$443,208
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- Provision to replace fire hose reels	\$14,157
- Provision to replace portable fire extinguishers	\$43,776
- Install/Replace sensors/exit signage/emergency lighting	\$10,454
- Replace jacking pumps in 14 years	\$7,841

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$2,396
- Maintain filter - replace sand	\$566
- Replace pool filter	\$4,356
- Maintain pool fence fixings	\$1,198

PLANT & EQUIPMENT

- Provision to replace exhaust/supply fans + variable speed controllers over 4 years 25% of total	\$55,700
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Total Forecast Expenditure for year - April 2036 (Inc GST): **\$741,973**

Includes GST amount of : **\$67,452**

April 2037	Expense Inc GST
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SUPERSTRUCTURE

- Replace external door/frame 20% of total	\$3,202
- Capital Replacement - General	\$21,976

BASEMENT

- Provision to replace main garage doors in 29 years (partial accrual)	\$10,565
- Replace main garage doors motors	\$16,008

EXTERNAL WORKS

- Provision to replace individual garage/roller doors in 29 years (partial accrual)	\$14,791
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FENCING

- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$21,999
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$4,162
- Provision to upgrade swipe/card readers	\$24,012
- Provision to replace door closers 10% of total	\$2,744

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers in 24 years (partial accrual)	\$17,151
- Install/Replace sensors/exit signage/emergency lighting	\$10,977
- Provision to replace hydrant valve assemblies & seals in 19 years (partial accrual)	\$15,436
- Replace hydrant/sprinkler booster pumps batteries	\$3,202

ROOF

- Provision to replace under stones membrane in 27 years (partial accrual)	\$182,031
- Maintain timber sleeper garden beds	\$2,744

SWIMMING POOL/RECREATION AREA

- Provision to refurbish pool surface in 24 years (partial accrual)	\$16,465
- Replace pool cartridge filter	\$286
- Replace fridge	\$2,744

PLANT & EQUIPMENT

- Provision to refurbish lift interiors in 17 years (partial accrual)	\$36,223
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	\$977,616
- Replace hot water system supply pumps	\$9,147
- Replace irrigation controllers	\$5,946
- Provision to replace exhaust/supply fans + variable speed controllers over 4 years 25% of total	\$58,485
- Maintain ventilation ducting 20% of total	\$4,802
- Replace bin lifter	\$6,860
<u>Total Forecast Expenditure for year - April 2037 (Inc GST):</u>	<u>\$1,469,575</u>
Includes GST amount of :	\$133,598

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$450,000	2031	10									767907						
- Scaffold/access equip allowance	\$77,000	2031	10									131397						
- Repaint door face	\$3,100	2031	10									5290						
- Replace external door/frame 20% of total	\$1,400	2035	2													2904		3202
- Provision to replace balustrade/handrail fixings	\$1,800	2030	2								2925		3225		3556		3920	
- Repaint balustrade	\$19,800	2031	10									33788						
- Maintain sliding screens fixtures/fittings	\$3,000	2032	3										5375			6223		
- Provision for partial podium slab membrane replacement	\$74,000	2034	4												146183			
- Replace planter box membrane	\$17,600	2036	15														38331	
- Capital Replacement - General	\$9,610	2023	0	11100	11655	12237	12849	13492	14166	14874	15618	16399	17219	18080	18984	19933	20930	21976
BASEMENT																		
- Maintain line marking	\$2,700	2024	3		3274			3791			4388			5080			5880	
- Provision for CO sensor replacement	\$9,350	2036	15														20364	
- Repaint walls/columns/bollards	\$14,800	2031	10									25256						
- Repaint door face	\$2,000	2031	10									3413						
- Provision to replace main garage doors in 29 years (partial accrual)	\$4,620	2037	7															10565
- Maintain/repair main garage doors running gear	\$3,000	2036	15														6534	
- Replace main garage doors motors	\$7,000	2029	8							10835								16008

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Replace stormwater pumps	\$4,600	2035	14													9541		
DRIVEWAY																		
- Maintain driveway 3% of total	\$3,412	2035	5													7078		
- Repaint line marking	\$1,100	2028	7						1622							2282		
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2033	6											6773				
- Ongoing partial maintenance of tiled pathways 2% of total	\$6,734	2030	3								10944			12669			14666	
- Ongoing partial maintenance of concrete pathways 5% of total	\$1,575	2035	5													3267		
- Replace synthetic grass	\$15,600	2034	13												30817			
- Provision to replace individual garage/roller doors in 29 years (partial accrual)	\$6,468	2037	7															14791
- Provision to replace bin compactor controllers	\$5,000	2031	10									8532						
FENCING																		
- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$9,620	2037	3															21999
- Maintain block retaining wall 20% of total	\$3,000	2035	4													6223		
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$4,000	2036	15														8712	
- Provision to replace mail boxes in 34 years (partial accrual)	\$11,340	2036	5														24698	
- Replace TV antenna's	\$1,100	2033	12											2070				
- Ongoing partial replacement of exterior lighting	\$1,820	2027	2					2555		2817		3106		3424		3775		4162
- Provision to upgrade swipe/card readers	\$10,500	2025	4			13371				16252				19754				24012
- Provision to upgrade security cameras & associated equipment	\$11,600	2028	7						17100							24061		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Provision to upgrade intercom systems & associated equipment	\$157,500	2034	13												311132			
- Provision to replace door closers 10% of total	\$1,200	2031	2									2048		2258		2489		2744
AMENITIES																		
- Maintain fixtures/fittings	\$400	2027	6					562						753				
- Maintain shower waterproofing	\$4,000	2036	15														8712	
- Replace extraction fans	\$600	2027	6					842						1129				
- Repaint walls/ceilings	\$1,200	2031	10									2048						
- Maintain tiles 10% of total	\$875	2032	3										1568			1815		
- Provision to replace toilets and basins	\$2,560	2036	15														5575	
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers in 24 years (partial accrual)	\$7,500	2037	3															17151
- Provision to upgrade Fire Panel & associated detection equipment	\$203,500	2036	15														443208	
- Provision to replace fire hose reels	\$6,500	2036	15														14157	
- Provision to replace portable fire extinguishers	\$20,100	2026	5				26875					34300					43776	
- Install/Replace sensors/exit signage/emergency lighting	\$4,800	2023	0	5544	5821	6112	6418	6739	7076	7429	7801	8191	8601	9031	9482	9956	10454	10977
- Replace jacking pumps in 14 years	\$3,600	2036	15														7841	
- Provision to replace pressure vessels	\$1,600	2031	10									2730						
- Provision to replace hydrant valve assemblies & seals in 19 years (partial accrual)	\$6,750	2037	4															15436
- Replace hydrant/sprinkler booster pumps batteries	\$1,400	2023	2	1617		1783		1965		2167		2389		2634		2904		3202

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
LOBBIES																		
- Repaint walls	\$141,000	2031	10									240611						
- Repaint ceiling	\$57,000	2031	10									97268						
- Replace carpet/floor covering	\$150,000	2033	12											282206				
- Repaint door face	\$27,600	2031	10									47098						
- Maintain tiles 2% of total	\$2,695	2032	3										4829			5590		
ROOF																		
- Provision to replace under stones membrane in 27 years (partial accrual)	\$79,600	2037	3															182031
- Maintain metal roof fixings/flashings	\$1,760	2034	4												3477			
- Repaint membrane	\$145,000	2033	12											272799				
- Provision for partial balcony membrane replacement	\$49,025	2035	3													101688		
- Replace rooftop exhaust fans	\$3,000	2033	12											5644				
- Maintain timber sleeper garden beds	\$1,200	2037	2															2744
STAIRWELL																		
- Repaint door face	\$10,800	2031	10									18430						
SWIMMING POOL/RECREATION AREA																		
- Provision for ongoing replacement of pool pumps	\$1,100	2024	3		1334	1401		1544	1622		1788	1877		2070	2173		2396	
- Replace water chlorinator	\$1,380	2028	7						2034							2862		
- Maintain filter - replace sand	\$260	2024	3		315			365			423			489			566	
- Replace pool filter	\$2,000	2036	15														4356	
- Provision to refurbish pool surface in 24 years (partial accrual)	\$7,200	2037	3															16465
- Maintain pool fence fixings	\$550	2030	2								894		985		1086		1198	
- Replace pool heater in 11 years	\$4,600	2033	12											8654				
- Maintain concourse 20% of total	\$7,200	2032	3										12901			14934		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Replace pool cartridge filter	\$125	2023	2	144		159		175		193		213		235		259		286
- Replace BBQ	\$2,000	2031	10									3413						
- Replace fridge	\$1,200	2029	8							1857								2744
PLANT & EQUIPMENT																		
- Provision to refurbish lift interiors in 17 years (partial accrual)	\$15,840	2037	16															36223
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	\$427,500	2037	3															977616
- Replace hot water system circulating pumps	\$1,100	2027	6					1544						2070				
- Replace hot water system supply pumps	\$4,000	2029	8							6191								9147
- Replace hot water system tanks	\$21,000	2034	13												41484			
- Provision to replace instant hot water heater units over 3 years 33% of total	\$18,810	2032	11										33703	35389	37158			
- Replace irrigation controllers	\$2,600	2029	8							4024								5946
- Provision to replace exhaust/supply fans + variable speed controllers over 4 years 25% of total	\$25,575	2035	14													53048	55700	58485
- Maintain ventilation ducting 20% of total	\$2,100	2037	3															4802
- Replace bin lifter	\$3,000	2029	8							4643								6860
Total				18405	22399	35063	46142	33575	43619	71284	44781	1455705	88407	693209	605532	280833	741973	1469575
Includes GST amount of				1673	2036	3188	4195	3052	3965	6480	4071	132337	8037	63019	55048	25530	67452	133598

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$450,000	2031	10	69642	142765	219545	300164	384814	473696	567022	665015	767907	99447	203867	313508	428631	549510	676433
- Scaffold/access equip allowance	\$77,000	2031	10	11916	24429	37566	51361	65846	81054	97023	113791	131397	17016	34884	53644	73343	94027	115744
- Repaint door face	\$3,100	2031	10	480	983	1512	2068	2651	3263	3906	4581	5290	685	1404	2159	2952	3785	4659
- Replace external door/frame 20% of total	\$1,400	2035	2	164	336	517	707	906	1115	1335	1566	1808	2062	2329	2610	2904	1562	3202
- Provision to replace balustrade/handrail fixings	\$1,800	2030	2	306	628	966	1320	1693	2084	2494	2925	1573	3225	1735	3556	1912	3920	2108
- Repaint balustrade	\$19,800	2031	10	3064	6282	9660	13207	16932	20843	24949	29261	33788	4376	8970	13794	18860	24178	29763
- Maintain sliding screens fixtures/fittings	\$3,000	2032	3	427	876	1347	1842	2361	2907	3479	4081	4712	5375	1974	4047	6223	2285	4684
- Provision for partial podium slab membrane replacement	\$74,000	2034	4	9184	18827	28953	39584	50747	62469	74776	87699	101268	115515	130475	146183	41225	84512	129963
- Replace planter box membrane	\$17,600	2036	15	1956	4009	6166	8430	10807	13303	15924	18676	21566	24600	27786	31131	34643	38331	3693
- Capital Replacement - General	\$9,610	2023	0	11100	11655	12237	12849	13492	14166	14874	15618	16399	17219	18080	18984	19933	20930	21976
BASEMENT																		
- Maintain line marking	\$2,700	2024	3	1597	3274	1203	2465	3791	1392	2853	4388	1611	3303	5080	1865	3824	5880	
- Provision for CO sensor replacement	\$9,350	2036	15	1039	2130	3276	4478	5741	7068	8460	9922	11457	13069	14762	16539	18405	20364	1962
- Repaint walls/columns/bollards	\$14,800	2031	10	2290	4695	7221	9872	12656	15580	18649	21872	25256	3271	6705	10311	14097	18073	22247
- Repaint door face	\$2,000	2031	10	310	635	976	1334	1710	2105	2520	2956	3413	442	906	1393	1905	2442	3006
- Provision to replace main garage doors in 29 years (partial accrual)	\$4,620	2037	7	490	1004	1543	2110	2705	3330	3986	4675	5399	6158	6956	7793	8672	9596	10565

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Maintain/repair main garage doors running gear	\$3,000	2036	15	333	683	1051	1437	1842	2268	2714	3184	3676	4193	4736	5307	5905	6534	629
- Replace main garage doors motors	\$7,000	2029	8	1331	2728	4195	5736	7353	9052	10835	1676	3437	5285	7225	9263	11403	13649	16008
- Replace stormwater pumps	\$4,600	2035	14	539	1104	1698	2322	2976	3664	4386	5144	5939	6775	7652	8574	9541	964	1976
DRIVEWAY																		
- Maintain driveway 3% of total	\$3,412	2035	5	400	819	1260	1722	2208	2718	3253	3816	4406	5026	5677	6360	7078	1635	3351
- Repaint line marking	\$1,100	2028	7	238	489	752	1028	1318	1622	280	575	884	1208	1549	1906	2282	394	808
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2033	6	477	977	1503	2055	2634	3243	3882	4552	5257	5996	6773	1334	2735	4206	5751
- Ongoing partial maintenance of tiled pathways 2% of total	\$6,734	2030	3	1146	2349	3613	4940	6333	7796	9331	10944	4019	8238	12669	4652	9537	14666	5385
- Ongoing partial maintenance of concrete pathways 5% of total	\$1,575	2035	5	184	378	581	795	1019	1255	1502	1761	2034	2320	2620	2936	3267	754	1547
- Replace synthetic grass	\$15,600	2034	13	1936	3969	6104	8345	10698	13169	15764	18488	21348	24352	27506	30817	3281	6725	10342
- Provision to replace individual garage/roller doors in 29 years (partial accrual)	\$6,468	2037	7	685	1405	2161	2954	3788	4662	5581	6545	7558	8622	9738	10910	12141	13434	14791
- Provision to replace bin compactor controllers	\$5,000	2031	10	774	1586	2439	3335	4276	5263	6300	7389	8532	1105	2265	3483	4762	6105	7515
FENCING																		
- Replace colorbond fencing in 34 years	\$2,000	2056	35	136	279	428	586	751	924	1106	1297	1498	1709	1930	2162	2406	2663	2932
- Provision to replace powder coated baluster fencing in 27 years (partial accrual)	\$9,620	2037	3	1019	2090	3214	4394	5633	6934	8301	9735	11241	12823	14484	16227	18058	19980	21999

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Maintain block retaining wall 20% of total	\$3,000	2035	4	351	720	1108	1514	1941	2390	2860	3355	3874	4419	4991	5592	6223	1755	3598
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$4,000	2036	15	445	911	1401	1916	2456	3024	3619	4245	4902	5591	6315	7075	7874	8712	839
- Provision to replace mail boxes in 34 years (partial accrual)	\$11,340	2036	5	1260	2583	3973	5432	6963	8572	10260	12034	13896	15851	17903	20059	22322	24698	5705
- Replace TV antenna's	\$1,100	2033	12	146	299	459	628	805	991	1186	1391	1607	1833	2070	234	479	736	1007
- Ongoing partial replacement of exterior lighting	\$1,820	2027	2	462	948	1458	1993	2555	3174	3817	4515	5206	5900	6604	7318	8041	8773	9514
- Replace traffic mirrors in 19 years	\$1,100	2041	20	100	205	316	431	553	681	815	956	1104	1259	1422	1593	1773	1962	2160
- Provision to upgrade swipe/card readers	\$10,500	2025	4	4241	8695	13371	3771	7730	11887	16252	4583	9395	14448	19754	5571	11421	17563	24012
- Provision to upgrade security cameras & associated equipment	\$11,600	2028	7	2514	5154	7925	10836	13891	17100	2955	6058	9316	12737	16329	20101	24061	4158	8524
- Provision to upgrade intercom systems & associated equipment	\$157,500	2034	13	19547	40071	61622	84250	108009	132957	159152	186656	215536	245860	277700	311132	33122	67900	104416
- Provision to replace door closers 10% of total	\$1,200	2031	2	186	381	586	801	1026	1263	1512	1774	2048	2338	2632	2930	3232	3538	3848
AMENITIES																		
- Maintain fixtures/fittings	\$400	2027	6	102	209	321	438	562	694	832	974	1121	1272	1427	1586	1749	1915	2084
- Maintain shower waterproofing	\$4,000	2036	15	445	911	1401	1916	2456	3024	3619	4245	4902	5591	6315	7075	7874	8712	839
- Replace extraction fans	\$600	2027	6	152	312	480	657	842	1034	1232	1435	1643	1856	2074	2297	2524	2755	2990
- Repaint walls/ceilings	\$1,200	2031	10	186	381	586	801	1026	1263	1512	1774	2048	2338	2632	2930	3232	3538	3848

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Maintain tiles 10% of total	\$875	2032	3	125	256	393	537	689	848	1015	1190	1375	1568	576	1180	1815	666	1366
- Provision to replace toilets and basins	\$2,560	2036	15	284	583	897	1226	1572	1935	2316	2716	3137	3578	4041	4528	5039	5575	537
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers in 24 years (partial accrual)	\$7,500	2037	3	795	1629	2506	3426	4392	5406	6471	7590	8764	9997	11292	12651	14079	15577	17151
- Provision to upgrade Fire Panel & associated detection equipment	\$203,500	2036	15	22614	46359	71291	97470	124958	153820	184125	215946	249357	284439	321276	359954	400565	443208	42700
- Provision to replace fire hose reels	\$6,500	2036	15	722	1481	2277	3113	3991	4913	5881	6898	7965	9086	10262	11498	12795	14157	1364
- Provision to replace portable fire extinguishers	\$20,100	2026	5	6235	12782	19657	26875	6207	12725	19569	26755	34300	7922	16241	24975	34146	43776	10111
- Install/Replace sensors/exit signage/emergency lighting	\$4,800	2023	0	5544	5821	6112	6418	6739	7076	7429	7801	8191	8601	9031	9482	9956	10454	10977
- Replace jacking pumps in 14 years	\$3,600	2036	15	400	820	1261	1724	2211	2721	3257	3820	4411	5032	5684	6368	7087	7841	755
- Provision to replace pressure vessels	\$1,600	2031	10	248	508	781	1067	1368	1684	2016	2364	2730	353	725	1114	1524	1953	2404
- Provision to replace hydrant valve assemblies & seals in 19 years (partial accrual)	\$6,750	2037	4	715	1466	2255	3083	3953	4866	5824	6831	7888	8997	10163	11386	12671	14020	15436
- Replace hydrant/sprinkler booster pumps batteries	\$1,400	2023	2	1617	870	1783	959	1965	1057	2167	1165	2389	1285	2634	1417	2904	1562	3202
LOBBIES																		
- Repaint walls	\$141,000	2031	10	21821	44733	68791	94051	120575	148425	177667	208371	240611	31160	63878	98232	134304	172179	211949
- Repaint ceiling	\$57,000	2031	10	8821	18084	27809	38021	48743	60001	71823	84235	97268	12597	25823	39711	54293	69604	85681
- Replace carpet/floor covering	\$150,000	2033	12	19864	40722	62622	85617	109762	135114	161734	189685	219034	249849	282206	31840	65272	100376	137234
- Repaint door face	\$27,600	2031	10	4271	8756	13465	18410	23602	29053	34777	40787	47098	6099	12504	19228	26289	33703	41487

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Maintain tiles 2% of total	\$2,695	2032	3	384	787	1210	1655	2121	2611	3126	3666	4233	4829	1773	3635	5590	2053	4208
ROOF																		
- Provision to replace under stones membrane in 27 years (partial accrual)	\$79,600	2037	3	8436	17293	26594	36359	46613	57379	68684	80554	93017	106104	119845	134273	149422	165329	182031
- Maintain metal roof fixings/flashings	\$1,760	2034	4	218	448	689	942	1207	1486	1779	2086	2409	2748	3103	3477	980	2010	3091
- Repaint membrane	\$145,000	2033	12	19202	39364	60534	82763	106103	130610	156343	183362	211732	241521	272799	30779	63096	97030	132660
- Provision for partial balcony membrane replacement	\$49,025	2035	3	5741	11769	18098	24744	31722	39049	46742	54820	63302	72208	81559	91378	101688	37341	76548
- Replace rooftop exhaust fans	\$3,000	2033	12	397	814	1252	1712	2195	2702	3235	3794	4381	4997	5644	637	1305	2007	2744
- Maintain timber sleeper garden beds	\$1,200	2037	2	127	261	401	548	703	865	1035	1214	1402	1599	1807	2024	2252	2492	2744
STAIRWELL																		
- Repaint door face	\$10,800	2031	10	1671	3426	5269	7204	9236	11369	13609	15961	18430	2387	4893	7524	10287	13188	16234
SWIMMING																		
- Provision for ongoing replacement of pool pumps	\$1,100	2024	3	651	1334	1401	753	1544	1622	872	1788	1877	1010	2070	2173	1169	2396	
- Replace water chlorinator	\$1,380	2028	7	299	613	943	1289	1652	2034	352	721	1108	1515	1942	2391	2862	495	1014
- Maintain filter - replace sand	\$260	2024	3	154	315	116	237	365	134	275	423	155	318	489	180	368	566	
- Replace pool filter	\$2,000	2036	15	222	456	701	958	1228	1512	1810	2122	2451	2796	3158	3538	3937	4356	420
- Provision to refurbish pool surface in 24 years (partial accrual)	\$7,200	2037	3	763	1564	2405	3289	4216	5190	6213	7286	8414	9597	10840	12145	13515	14954	16465
- Maintain pool fence fixings	\$550	2030	2	94	192	295	404	517	637	762	894	480	985	530	1086	584	1198	644
- Replace table/bench seats in 19 years	\$2,500	2041	20	228	466	717	981	1257	1548	1853	2173	2509	2862	3233	3622	4031	4460	4910

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Replace pool heater in 11 years	\$4,600	2033	12	609	1249	1920	2625	3366	4143	4960	5817	6717	7662	8654	976	2002	3078	4208
- Maintain concourse 20% of total	\$7,200	2032	3	1026	2103	3233	4421	5668	6977	8351	9794	11310	12901	4737	9711	14934	5484	11241
- Replace pool cartridge filter	\$125	2023	2	144	78	159	85	175	94	193	104	213	115	235	126	259	140	286
- Replace BBQ	\$2,000	2031	10	310	635	976	1334	1710	2105	2520	2956	3413	442	906	1393	1905	2442	3006
- Replace fridge	\$1,200	2029	8	228	468	719	983	1260	1551	1857	287	589	906	1239	1588	1955	2340	2744
PLANT & EQUIPMENT																		
- Provision to refurbish lift interiors in 17 years (partial accrual)	\$15,840	2037	16	1679	3441	5292	7235	9276	11418	13668	16030	18510	21114	23848	26719	29734	32899	36223
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	\$427,500	2037	3	45305	92875	142824	195270	250339	308160	368873	432622	499558	569841	643638	721125	802486	887915	977616
- Replace hot water system circulating pumps	\$1,100	2027	6	279	573	881	1204	1544	304	624	959	1312	1682	2070	408	836	1285	1757
- Replace hot water system supply pumps	\$4,000	2029	8	760	1559	2397	3277	4202	5172	6191	958	1964	3020	4129	5293	6515	7799	9147
- Replace hot water system tanks	\$21,000	2034	13	2606	5343	8216	11233	14401	17727	21220	24887	28738	32781	37026	41484	4416	9053	13922
- Provision to replace instant hot water heater units over 3 years 33% of total	\$18,810	2032	11	2680	5493	8447	11549	14806	18226	21817	25587	29546	33703	35389	37158	5228	10717	16480
- Replace irrigation controllers	\$2,600	2029	8	494	1013	1558	2130	2731	3362	4024	623	1276	1963	2684	3441	4235	5070	5946
- Provision to replace exhaust/supply fans + variable speed controllers over 4 years	\$25,575	2035	14	2995	6139	9441	12908	16549	20371	24384	28598	33023	37669	42547	47670	53048	55700	58485
- Maintain ventilation ducting 20% of total	\$2,100	2037	3	223	456	702	959	1230	1514	1812	2125	2454	2799	3162	3542	3942	4361	4802
- Replace bin lifter	\$3,000	2029	8	570	1169	1798	2458	3151	3879	4643	718	1473	2265	3096	3970	4886	5849	6860
TOTAL ACCRUALS				327466	667331	1012719	1364188	1746736	2141523	2529227	2965892	2020409	2452065	2341814	2345639	2692615	2689987	1993662

* 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.

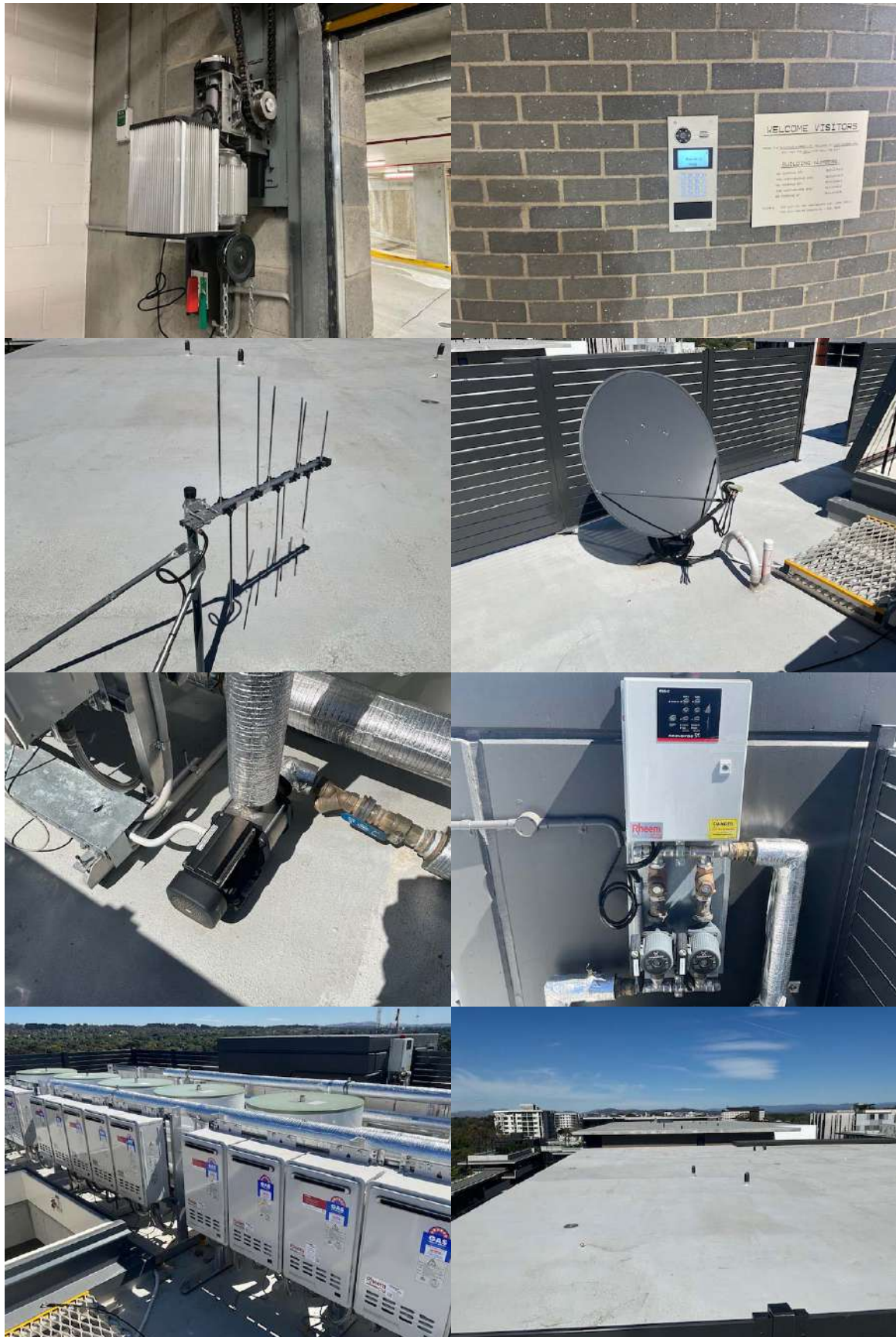
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.

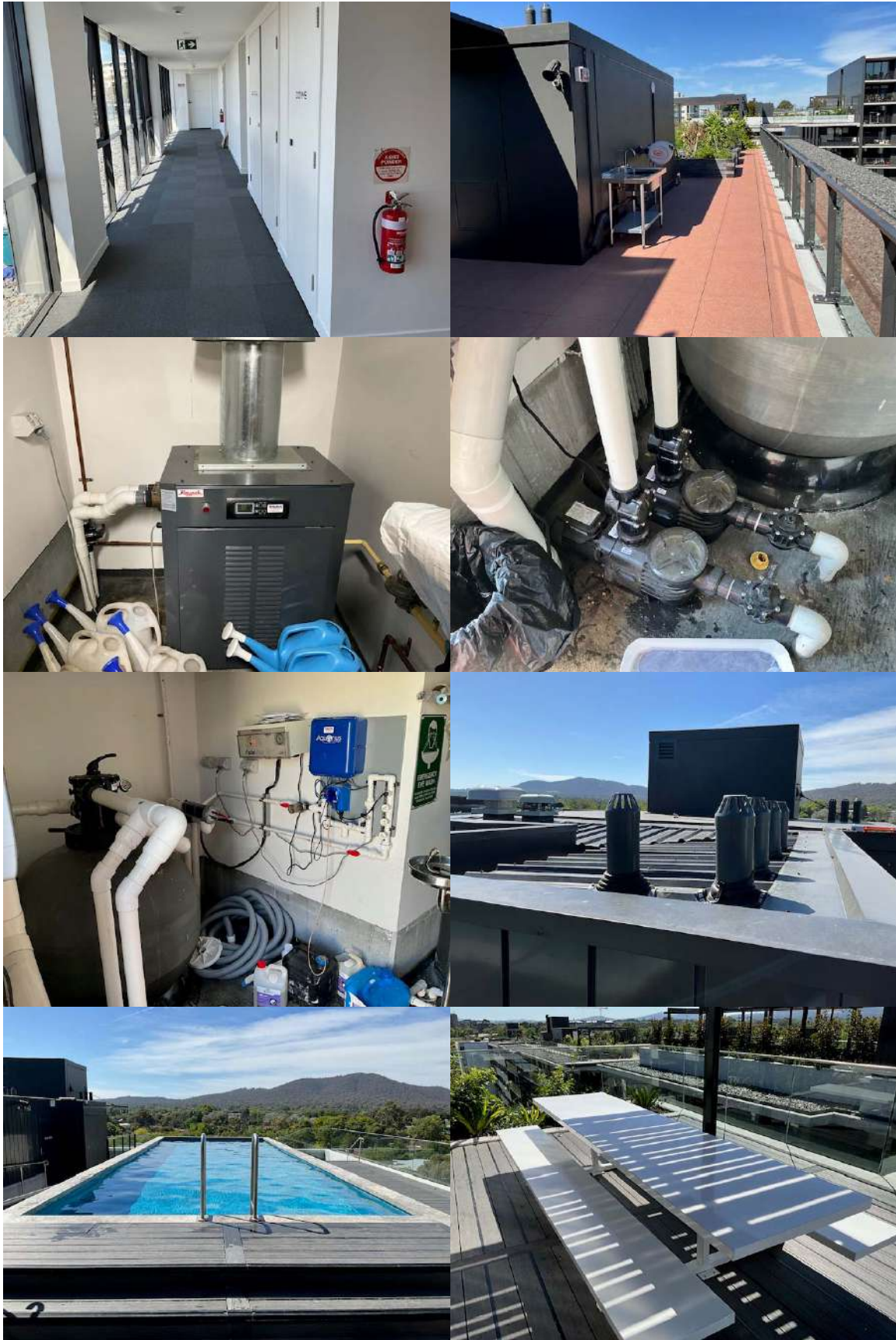
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

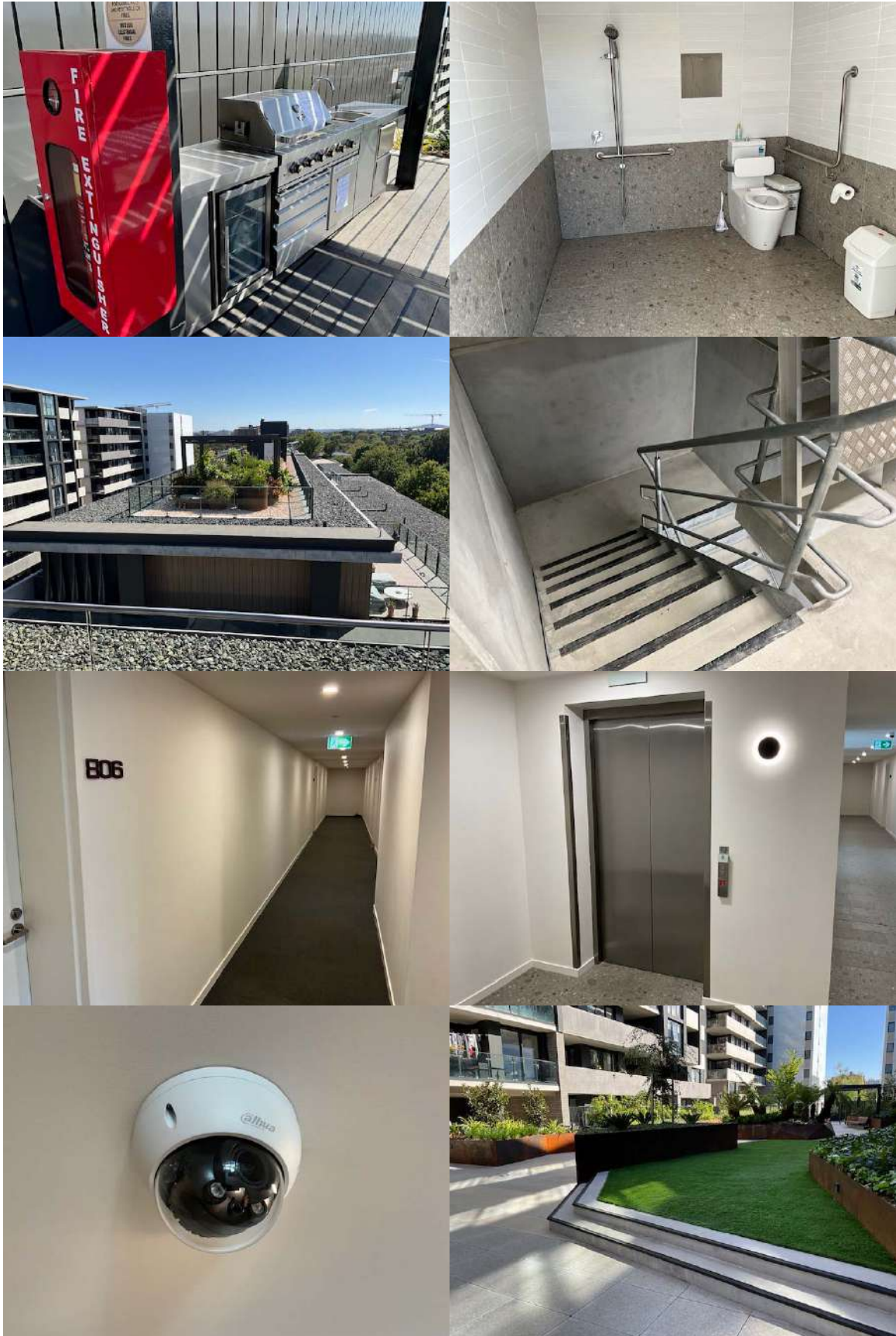
AREAS NOT INSPECTED

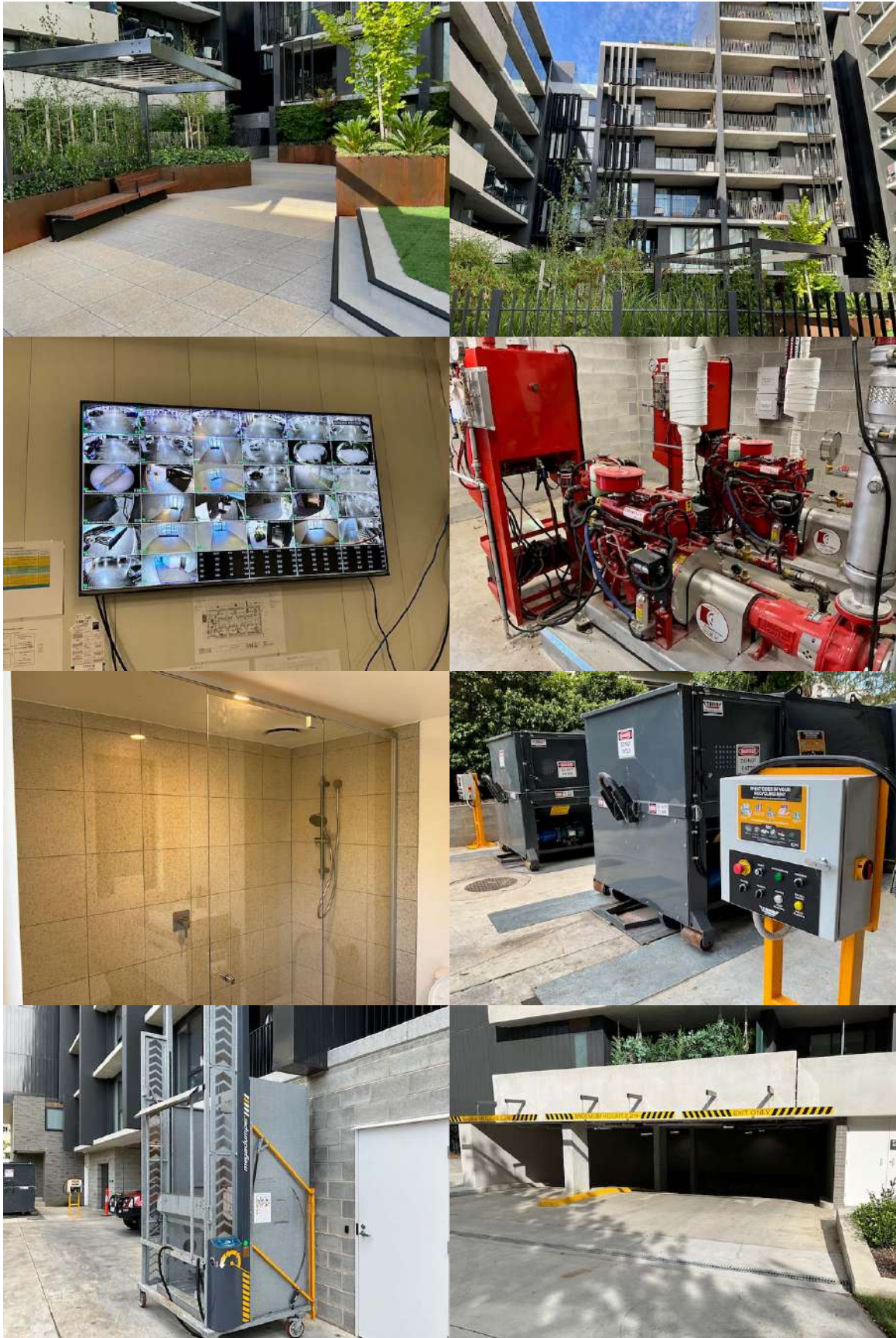
- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because 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.













Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool

UP 15402 - Mulberry
254-258 Northbourne Ave, Dickson

Date the premises was purchased

Date of construction of the premises where the regulated swimming pool is located

2022

Was the swimming pool built or installed at the same time as the premises?

Exact date is unknown

If no, do you know when the swimming pool was built or installed?

Exact date is unknown

Was building approval issued at any time for the swimming pool or swimming pool area? If yes, please provide details of the building approval

Are you aware of any alterations to the swimming pool since it was built or installed?

No alterations since complex registration

If yes, please provide details of the alterations including dates and type of alteration (where known)

Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position)

N/A



Certificate of Occupancy and Use

Certificate No.: **B20201851C2**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	3	12	DICKSON	CANBERRA CENTRAL	Australian Capital Territory

Plans

B20201851/A

B20201851/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
2	New Medium Density	FLAT/UNIT/APA RTMENT	Residential units (370 units total)	A		B20201851N1	CORE BUILDING GROUP PTY LTD
10a	New	DECK	Balconies, porches and plant rooms	NA		B20201851N1	CORE BUILDING GROUP PTY LTD
10b	New	SWIMMING POOL	Swimming pool	NA		B20201851N1	CORE BUILDING GROUP PTY LTD
7a	New	CAR PARK	Basement car park	A		B20201851N1	CORE BUILDING GROUP PTY LTD

Comments

Important Note:

Also known as B4 S12 Dickson and B6 S77 Dickson This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Carl Bunk

Issued on: 25/03/2022

Delegate of the ACT Construction
Occupations Registrar.

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	22	3	3011	244
2	24	3	3011	245
3	24	3	3011	246
4	16	3	3011	247
5	18	3	3011	248
6	16	3	3011	249
7	16	3	3011	250
8	22	3	3011	251
9	24	3	3011	252
10	26	4	3011	253
11	18	4	3011	254
12	26	4	3011	255
13	18	4	3011	256
14	26	4	3011	257
15	26	4	3011	258
16	20	4	3011	259
17	20	3	3011	260
18	24	3	3011	261
19	24	3	3011	262
20	24	3	3011	263
21	24	3	3011	264
22	28	4	3011	265
23	16	3	3011	266
24	16	3	3011	267
25	16	3	3011	268

Aggregate

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:

Volume	Folio
3011	243


 David Pryce
 Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	16	3	3011	269
27	16	3	3011	270
28	16	3	3011	271
29	24	3	3011	272
30	20	3	3011	273
31	16	3	3011	274
32	16	3	3011	275
33	24	3	3011	276
34	26	3	3011	277
35	26	5	3011	278
36	26	3	3011	279
37	26	3	3011	280
38	30	4	3011	281
39	18	3	3011	282
40	18	3	3011	283
41	18	3	3011	284
42	18	3	3011	285
43	18	3	3011	286
44	18	3	3011	287
45	30	4	3011	288
46	26	3	3011	289
47	26	3	3011	290
48	26	4	3011	291
49	26	3	3011	292
50	24	3	3011	293
Aggregate				

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:

Volume	Folio
3011	243


 David Pryce
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SCHEDULE OF UNIT ENTITLEMENTS

2. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Dickson	12	4	15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	28	3	3011	294
52	28	3	3011	295
53	26	3	3011	296
54	28	3	3011	297
55	28	3	3011	298
56	28	3	3011	299
57	28	3	3011	300
58	32	5	3011	301
59	20	3	3011	302
60	20	3	3011	303
61	20	3	3011	304
62	20	3	3011	305
63	20	3	3011	306
64	20	3	3011	307
65	32	5	3011	308
66	28	3	3011	309
67	28	3	3011	310
68	28	3	3011	311
69	28	3	3011	312
70	26	3	3011	313
71	30	3	3011	314
72	30	3	3011	315
73	28	3	3011	316
74	30	3	3011	317
75	30	3	3011	318
Aggregate				

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 The Certificate of Title for the common property is:

Volume	Folio
3011	243


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SCHEDULE OF UNIT ENTITLEMENTS

2. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	30	3	3011	319
77	30	3	3011	320
78	34	5	3011	321
79	22	3	3011	322
80	22	3	3011	323
81	22	3	3011	324
82	22	3	3011	325
83	22	3	3011	326
84	22	3	3011	327
85	34	5	3011	328
86	30	3	3011	329
87	30	3	3011	330
88	30	3	3011	331
89	30	3	3011	332
90	28	3	3011	333
91	32	3	3011	334
92	32	3	3011	335
93	30	3	3011	336
94	36	5	3011	337
95	32	4	3011	338
96	24	3	3011	339
97	24	3	3011	340
98	24	3	3011	341
99	24	3	3011	342
100	24	3	3011	343
Aggregate				

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:

Volume	Folio
3011	243


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SCHEDULE OF UNIT ENTITLEMENTS

3. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	36	5	3011	344
102	32	3	3011	345
103	32	3	3011	346
104	32	3	3011	347
105	32	3	3011	348
106	30	3	3011	349
107	34	3	3011	350
108	34	3	3011	351
109	36	3	3011	352
110	26	3	3011	353
111	26	3	3011	354
112	26	3	3011	355
113	38	6	3011	356
114	34	3	3011	357
115	34	3	3011	358
116	34	3	3011	359
117	34	3	3011	360
118	32	3	3011	361
119	38	3	3011	362
120	28	3	3011	363
121	28	3	3011	364
122	28	3	3011	365
123	40	5	3011	366
124	36	3	3011	367
125	36	5	3011	368

Aggregate

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:

Volume	Folio
3011	243

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SCHEDULE OF UNIT ENTITLEMENTS

3. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	36	3	3011	369
127	34	3	3011	370
128	36	3	3011	371
129	38	3	3011	372
130	28	3	3011	373
131	28	3	3011	374
132	28	3	3011	375
133	40	5	3011	376
134	36	3	3011	377
135	36	3	3011	378
136	36	5	3011	379
137	36	3	3011	380
138	34	3	3011	381
139	24	3	3011	382
140	24	3	3011	383
141	16	3	3011	384
142	24	4	3011	385
143	24	4	3011	386
144	24	3	3011	387
145	24	3	3011	388
146	16	3	3011	389
147	22	3	3011	390
148	24	3	3011	391
149	24	3	3011	392
150	24	3	3011	393
Aggregate				

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:

Volume	Folio
3011	243

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SCHEDULE OF UNIT ENTITLEMENTS

4. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	24	3	3011	394
152	24	3	3011	395
153	24	3	3011	396
154	18	3	3011	397
155	26	3	3011	398
156	26	3	3011	399
157	26	3	3011	400
158	26	3	3011	401
159	26	3	3011	402
160	26	3	3011	403
161	26	3	3011	404
162	20	3	3011	405
163	28	3	3011	406
164	28	3	3011	407
165	28	3	3011	408
166	28	3	3011	409
167	28	3	3011	410
168	28	3	3011	411
169	28	3	3011	412
170	22	3	3011	413
171	30	3	3011	414
172	30	3	3011	415
173	30	3	3011	416
174	30	3	3011	417
175	30	3	3011	418
Aggregate				

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:

Volume	Folio
3011	243


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SCHEDULE OF UNIT ENTITLEMENTS

4. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	30	3	3011	419
177	30	3	3011	420
178	24	3	3011	421
179	36	4	3011	422
180	36	4	3011	423
181	32	3	3011	424
182	18	3	3011	425
183	24	4	3011	426
184	22	3	3011	427
185	24	4	3011	428
186	24	4	3011	429
187	24	3	3011	430
188	22	3	3011	431
189	26	3	3011	432
190	24	3	3011	433
191	24	3	3011	434
192	16	3	3011	435
193	24	3	3011	436
194	24	3	3011	437
195	24	3	3011	438
196	20	3	3011	439
197	30	3	3011	440
198	26	3	3011	441
199	26	3	3011	442
200	18	3	3011	443
Aggregate				

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:

Volume	Folio
3011	243

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**SCHEDULE OF UNIT ENTITLEMENTS****5. LAND**

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	26	3	3011	444
202	26	3	3011	445
203	26	3	3011	446
204	24	3	3011	447
205	30	3	3011	448
206	28	3	3011	449
207	28	3	3011	450
208	20	3	3011	451
209	28	3	3011	452
210	28	3	3011	453
211	28	3	3011	454
212	26	3	3011	455
213	32	3	3011	456
214	30	3	3011	457
215	30	3	3011	458
216	22	3	3011	459
217	30	3	3011	460
218	30	6	3011	461
219	30	3	3011	462
220	28	3	3011	463
221	34	3	3011	464
222	32	3	3011	465
223	36	5	3011	466
224	30	3	3011	467
225	18	4	3011	468
Aggregate				

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:

Volume	Folio
3011	243


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SCHEDULE OF UNIT ENTITLEMENTS

5. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	26	4	3011	469
227	18	4	3011	470
228	26	4	3011	471
229	24	3	3011	472
230	24	3	3011	473
231	24	3	3011	474
232	26	4	3011	475
233	18	4	3011	476
234	26	4	3011	477
235	16	3	3011	478
236	24	3	3011	479
237	24	3	3011	480
238	24	3	3011	481
239	18	3	3011	482
240	18	3	3011	483
241	20	4	3011	484
242	26	3	3011	485
243	26	3	3011	486
244	26	4	3011	487
245	20	4	3011	488
246	18	3	3011	489
247	26	3	3011	490
248	20	3	3011	491
249	20	3	3011	492
250	22	4	3011	493
Aggregate				

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:

Volume	Folio
3011	243


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 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

6. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	28	3	3011	494
252	28	3	3011	495
253	28	3	3011	496
254	22	4	3011	497
255	20	3	3011	498
256	28	3	3011	499
257	22	3	3011	500
258	22	3	3011	501
259	24	4	3011	502
260	30	3	3011	503
261	30	3	3011	504
262	30	3	3011	505
263	24	4	3011	506
264	22	3	3011	507
265	30	3	3011	508
266	24	3	3011	509
267	24	3	3011	510
268	26	4	3011	511
269	32	3	3011	512
270	32	3	3011	513
271	32	3	3011	514
272	26	4	3011	515
273	24	3	3011	516
274	32	3	3011	517
275	26	3	3011	518
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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SCHEDULE OF UNIT ENTITLEMENTS

6. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	26	3	3011	519
277	28	4	3011	520
278	34	3	3011	521
279	34	3	3011	522
280	34	3	3011	523
281	28	4	3011	524
282	26	3	3011	525
283	34	3	3011	526
284	28	3	3011	527
285	28	3	3011	528
286	30	4	3011	529
287	36	3	3011	530
288	36	3	3011	531
289	36	3	3011	532
290	30	4	3011	533
291	28	3	3011	534
292	36	3	3011	535
293	28	3	3011	536
294	28	3	3011	537
295	30	4	3011	538
296	36	3	3011	539
297	36	3	3011	540
298	36	3	3011	541
299	30	4	3011	542
300	28	6	3011	543
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



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 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

7. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	36	3	3011	544
302	22	3	3011	545
303	24	4	3011	546
304	18	3	3011	547
305	22	3	3011	548
306	16	3	3011	549
307	18	4	3011	550
308	26	4	3011	551
309	18	4	3011	552
310	24	3	3011	553
311	24	3	3011	554
312	26	3	3011	555
313	20	3	3011	556
314	24	3	3011	557
315	26	3	3011	558
316	28	3	3011	559
317	24	3	3011	560
318	26	3	3011	561
319	26	3	3011	562
320	26	3	3011	563
321	18	3	3011	564
322	26	3	3011	565
323	28	3	3011	566
324	30	3	3011	567
325	26	3	3011	568
Aggregate				

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:

Volume	Folio
3011	243


 David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

7. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	28	3	3011	569
327	28	3	3011	570
328	28	3	3011	571
329	20	3	3011	572
330	28	3	3011	573
331	30	3	3011	574
332	32	3	3011	575
333	28	3	3011	576
334	30	3	3011	577
335	30	3	3011	578
336	30	3	3011	579
337	22	3	3011	580
338	30	3	3011	581
339	32	3	3011	582
340	34	3	3011	583
341	30	3	3011	584
342	32	3	3011	585
343	32	3	3011	586
344	32	3	3011	587
345	24	3	3011	588
346	32	3	3011	589
347	34	3	3011	590
348	36	3	3011	591
349	32	3	3011	592
350	34	3	3011	593
Aggregate				

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:

Volume	Folio
3011	243

David Pryce
Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Canberra Central/Dickson	12	4

Unit Plan No
15402

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
351	34	3	3011	594
352	34	3	3011	595
353	26	3	3011	596
354	34	3	3011	597
355	36	3	3011	598
356	36	3	3011	599
357	34	3	3011	600
358	36	3	3011	601
359	36	3	3011	602
360	36	3	3011	603
361	28	3	3011	604
362	34	3	3011	605
363	36	3	3011	606
364	38	3	3011	607
365	34	3	3011	608
366	36	3	3011	609
367	36	4	3011	610
368	36	3	3011	611
369	28	3	3011	612
370	36	4	3011	613
Aggregate	10,000	1190		

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:

Volume	Folio
3011	243

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

UNITS PLAN 15402 – MULBERRY OWNERS CORPORATION RULES 2024



Section 1 Default Rules – LEGISLATED

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Pets in units

(1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

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

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

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

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

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

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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



(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

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

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

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



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

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

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

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

Section 2 Alternate Rules

2. Electronic Meetings

2.1 Attendance

(a) a unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:

- (i) communicate with other participants in the meeting; and
- (ii) participate in the meeting and engage with the other participant's at the meeting.

(b) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.

(c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

2.2 Participation

(a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:

- (i) participating in debate at the meeting; and



- (ii) voting in resolutions at the meeting.

2.3 Pre-Meeting Electronic Voting

- (a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (pre-meeting electronic voting). Pre-meeting electronic voting includes:
 - (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy-vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice.
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

3. Election of Executive Committee

3.1 Membership

- (a) The Executive Committee will generally consist of between three and seven unit owners (members).



(b) Members of the Executive Committee will be elected pursuant to these rules at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:

- (i) the next AGM of the Owners Corporation;
- (ii) they cease to be a Unit owner; or
- (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).

3.2 Nomination

(b) Prior to the next AGM, the current Executive Committee shall notify unit owners:

- (i) that nominations to be members of the Executive Committee are open;
- (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
- (iii) the date and time when nominations close (the nomination period).

(c) Unless otherwise resolved by the Owners Corporation, nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

4 General

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

(b) Specifically, a unit owner, occupier or user of a unit must not:

- (i) store any items on the common property, except as permitted by the Executive Committee on behalf of the Owners Corporation;
- (ii) obstruct the common property;
- (iii) hang or display laundry (including rugs and carpets) or other items of clothing in any areas of the common property; or
- (iv) place graffiti of any description on any area of the building.

(c) A unit owner, occupier or user of a unit must not ride a bicycle or use wheeled items such as rollerblades, skateboards, scooters, tricycles, and toy cars, or permit the riding or use of such items, on common property within the building perimeters so



as to avoid creating a nuisance or hazard to an owner, occupier or user of another unit.

- (d) If a unit owner, occupier or user of a unit soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.
- (e) A unit owner, occupier or user of a unit housing an aquarium of a large size, is required to have their own relevant insurance and provide the owners corporation with aquarium frame size, capacity, and weight.
- (f) A unit owner, occupier or user of a unit must provide the owners corporation with a copy of all licences required when housing reptiles.

5 Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as the rules.

6 Seal of Owners Corporation

6.1 Sealing of documents

- (a) For the attaching of the seal of the Owners Corporation to a document to be effective:
 - (i) the seal must be attached by decision of the Executive Committee; and
 - (ii) the seal must be attached in the presence of two members of the Executive Committee; and
 - (iii) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

6.2 Manager may affix seal

- (a) The common seal may be attached to:
 - (i) certificates under section 119 of the Act and
 - (ii) reduced quorum notices,



- (b) by the Manager of the Owners Corporation without following the procedure in rule 6.1.

7 Electronic Notices

- (a) A Unit owner shall:

- (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the Unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

8 Recovery of Legal Fees

- (a) If the Executive Committee on behalf of the Owners Corporation, or the Owners Corporation, incurs legal fees as a result of the conduct of the Unit owner (including the recovery of a debt owed to the Owners Corporation), the Unit owner may be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking successful legal action against the Unit owner.

9 Failure to Comply with Rules

- (a) If the executive committee reasonably believes that a unit owner has contravened the Unit Titles (Management) Act 2011 (the Act) or these Rules, it may resolve on behalf of the Owners Corporation to give the unit owner a written notice (an infringement notice) that:
- (i) specifies the breach of the Act or the Rules; and
 - (ii) requests that the breach is remedied by the unit owner within a specified timeframe.
- (b) The infringement notice may specify the action the unit owner needs to take to stop the breach.



- (c) The Executive Committee on behalf of the Owners Corporation may go to the ACT Civil and Administrative Tribunal (ACAT) seeking an order that the unit owner complies with the Rules if the contravention continues.
- (d) Where the Executive Committee on behalf of the Owners Corporation has taken action under this Rule, the executive committee may charge the unit owner an administrative fee. The administrative fee is in the amount of \$200.

10 Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair, and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

11 Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

11.1 Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

11.2 Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules or by deliberate act or omission has caused an Owners Corporation to



lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.

12 Floor coverings

- (a) The Unit owner or Occupier must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) The Unit owner or Occupier must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless the Executive Committee has provided permission in writing, where:
 - (i) permission may be withheld in its absolute discretion;
 - (ii) permission may be given subject to stated conditions; and
 - (iii) where timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.
- (c) If after the installation of hard flooring and the flooring disturbs another owner or occupier, the relevant owner where the hard flooring has been installed will be responsible to pay all costs associated with an acoustic isolation test between apartments beneath, adjacent to and directly above the flooring and identify if any remediation work is required.

13 Damage to common property

- (a) The Unit owner, occupier or user of a unit and their guests must not wilfully or negligently cause damage to any part of the common property.
- (b) The cost to the Owners Corporation in rectifying any such damage shall become a debt payable by the Unit owner to the Owners Corporation on demand.
- (a) If an Occupier or user of a unit and their guests have caused any such damage, it will be the Owner/Property Manager's responsibility to recover the costs from the relevant party, in accordance with Section 31 of the Unit Titles (Management) Act 2011.



14 Vehicles, Parking, and Storage Cages

14.1 Use of Vehicle Parking in Building

- (a) The Unit owner is to provide to occupiers and users of a unit (where applicable) all appropriate details on the use of the building vehicle parking areas.
- (b) The Unit owner, occupier or user of a unit, when using the building vehicle parking area, must comply with road rules, speed limits, all other applicable rules, and be vigilant of pedestrians in the building vehicle parking area and surrounds.
- (c) Motor vehicles or other vehicles are not to be washed in the common areas.

14.2 Parking of vehicles

- (a) The Unit owner or Occupier must only park or stand vehicles, including vehicle extensions, such as trailers and caravans, within the vehicle spaces allocated to their Unit.
- (b) The Unit owner or Occupier must not park or stand any vehicle, including vehicle extensions, such as trailers and caravans, in the vehicle spaces allocated to other Units, or any other space that is not allocated for parking.
- (c) The Unit owner or Occupier must not park or stand any vehicle on common property or permit any visitor of the Unit owner or Occupier to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.
- (d) Vehicle parking spaces marked for visitors are to only be used by visitors of a Unit owner or Occupier for a maximum of 24-hours. The use of visitor parking for longer than a day will require the Unit owner or Occupier to seek prior written approval of the Executive Committee.

14.3 Use of Unit Owner vehicle spaces and storage cages

- (a) The Unit owner or Occupier must not use a vehicle space in such a way that causes nuisance or annoyance to other Unit owners or Occupiers.
- (b) Vehicle spaces and storage cage areas shall be free from junk, hazardous materials, or abandoned goods.
 - (i) A unit owner shall not use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable



material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes in the unit.

- (ii) A unit owner is responsible for the repair of any damage caused to the storage area of the unit or the common property as the result of the use of the storage area or parking space.
- (iii) A unit owner shall ensure that storage areas are kept clean and free of all rubbish and vermin.
- (c) The Owners Corporation does not accept responsibility for any personal property damaged, removed or stolen from the storage areas, the undercover carpark or common areas, or for any damage to property as a result of water.
- (d) Unit owners and occupiers are advised that the storage sheds are not waterproof and that storage sheds and garages in the undercover carpark are not considered secure.
- (e) It is recommended that articles of value are not stored in these areas, and unit owners and occupiers insure the contents of any storage area under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.
- (f) The Unit owners may install a car park lock/bollard to their unit's parking space as long as it is in keeping with the proposed parking solution as outlined by the Executive Committee and the policy they may implement.
 - (i) Installation costs and ongoing maintenance of such parking solutions will be borne by the individual owner.
 - (ii) If the Unit owner removes the bollard, any resulting damage to the vehicle space is to be repaired.

14.4 Leasing of vehicle spaces

- (a) The Unit owner or Occupier may lease a person their car space (unit subsidiary), after notifying and providing the Executive Committee with the lessee's contact details and ensuring that any conditions in relation to security, including requiring that a Security Key be re-coded to allow entry to the building vehicle parking area, is declared.

15 Balconies and Courtyards

15.1 General use

- (a) The Unit owner or Occupier must:



- (i) consider the appropriateness of what possessions are stored and situated on a balcony or in a courtyard and is responsible for the security of any such possessions and will not store any such items that would contravene the rules or the Act;
- (ii) not attach a screen, awning, pergola, or other item on the balcony without approval; or
- (iii) not hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings for excessive periods of time.
- (iv) not cover any balustrades, railings, and courtyard walls with any type of covering externally or internally. Exceptions may be provided upon application to the executive committee;
- (v) not place any items externally or on top of balustrades, railings, and courtyard walls. Exceptions may be provided upon application to the executive committee;
- (vi) not create a safety hazard during strong winds by failing to secure items stored on the balcony.
- (vii) not overload any floor or balcony and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

15.2 Furniture

- (a) Balcony furniture must be heavy enough not to be blown off the balcony or should be tied or weighted down during strong winds or large storms.
- (b) Furniture or gardening items MUST NOT be bolted down into balconies.

15.3 Clotheslines

- (a) Fixed clotheslines are not permitted. Retractable or fold-down clotheslines may be permitted upon application to the executive committee. Clotheslines must be:
 - (i) a fully retractable model or fold-down models;
 - (ii) retracted or folded down when not in use; and
 - (iii) installed in a place that maintains the overall appearance of the complex and colour matched to the exterior of the building.
- (b) The executive committee reserves the right to request removal of the clothesline if not installed and used in line with these rules.
- (c) This rule does not apply to the Unit owner or Occupier use of a balcony if the Executive Committee has given the Unit owner or Occupier written permission for that use, where:



- (i) permission may be given subject to stated conditions; and
- (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.

15.4 Lights

- (a) To avoid creating a nuisance or annoyance to an owner, occupier or user of another unit, an occupier is permitted to install, or permit the installation of, party lights (including fairy lights and Christmas lights) on the balcony or in the courtyard of the unit only on the following conditions:
 - (i) lights must not be permanently affixed without the permission of the Executive Committee on behalf of the Owners Corporation; and
 - (ii) Flashing lights are not permitted between the hours of 11.00am and 9.00 am.

15.5 Barbeques on Balconies and Courtyards

- (a) Only gas and electric barbeques and heaters may be used on balconies or in courtyards. The use of open flame solid fuel barbeques or heaters, such as coal or wood, is strictly prohibited as they cause an extreme fire risk.

16 Window Treatments

- (a) Owners and occupiers must ensure that window treatments used in their units, including blinds, curtains, drapes etc. when viewed from the outside of the unit, are coloured white, cream, grey or black, unless approved by the Executive Committee.
- (b) Occupiers are not permitted to display any signs, flags, foil, and advertising material in any external window of their unit or on the common property except with the written approval by the Executive Committee.
- (c) Window tinting may be installed as per the following requirements:
 - (i) be neutral in colour;
 - (ii) have a low exterior reflectance to prevent issues with glare; and
 - (iii) must not be installed on external surfaces.
- (d) Owners and occupiers must ensure that external blinds used on the balcony of a unit, including blinds, screens, and shutters, when viewed from the outside of the unit, are consistent with the exterior fabrication and colour scheme of the building.
- (e) Owners must ensure the Executive Committee is notified of any modification/installation of external blinds prior to any works proceeding.



- (f) Owners and occupiers must not cut, modify in any other way, or attach objects to the structural framework of any window without the written approval of the Executive Committee in accordance with Rule 1.4.

17 Exterior Maintenance & Cleaning

- (a) The Unit owner or Occupier must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat, and tidy condition.
- (b) The Unit owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the Unit owner or Occupier to ensure that the cleaning process does not allow water to run/drip onto, or penetrate into, the balcony of any unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other Unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the Unit owner or Occupier to the Owners Corporation on demand, in accordance with Section 31 of the Unit Titles (Management) Act 2011.

18 Smoking

- (a) The Unit owner, Occupier or user of a unit must not smoke or vape on the common property, or on any other part of the building where smoking is not permitted.
- (b) Smoke from smoking inside a unit or on balconies/courtyards should be contained within the unit and should not be allowed to drift into the common areas or externally from the unit, where smoke drift can cause a nuisance, disturbance and hazard to other occupiers.
- (c) The unit owner, occupier or user of a unit must dispose of ash and cigarette butts appropriately. Ash and cigarette butts must not be disposed of over balconies.

19 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system for the unit is the property of the Unit owner.



- (b) All Unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All Unit owners must ensure individual air conditioning units are maintained on a regular basis to the manufacturer specifications to minimise noise disturbance or damage to another unit or Unit owner and Occupier.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to Rule 1.4.

20 Planter Boxes & Plants

- (a) The Unit owner or Occupier is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
- (b) It is the responsibility of the Unit owner or Occupier to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
- (c) Unit owners or Occupiers are not allowed to place plants or pots on the top of or external of balustrades, courtyard walls or railings.
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with Section 31 of the Unit Titles (Management) Act 2011.

21 Security

21.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a Unit owner leases or licences the unit, a requirement must be included in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Unit owner when they vacate the unit.
 - (i) This Rule also applies to a person that has leased a vehicle space from a Unit owner in accordance with Rule 12.4.



- (c) A unit owner must not copy any security card or key or other security device without following the appropriate process.
- (d) For each residential unit there is one key and one fob issued per bedroom, plus one additional key and fob. Further keys and fobs can be issued upon written request and application.

21.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio-visual surveillance or security equipment for the security of the building and safety of Unit owners and Occupiers.
- (b) A Unit owner, occupier or user of a unit must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

21.3 Security of Common Property

- (a) The Unit owner or Occupier must take reasonable care to ensure that access to common areas is only available to bona fide occupants of a unit, visitors or authorised personnel, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use;
 - (ii) reporting the loss of any security card or key or other security device to the Managing Agent immediately; and
- (b) If the Unit owner or Occupier is found to be in breach of these rules and the behaviour is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
- (c) Unit owners, Occupier, user of a unit or guests must not store security cards, access fobs, keys, or other security devices in or on any area of common property or the unit subsidiary where it poses a security risk;
 - (i) such as motor vehicles, lockboxes, letterboxes or beyond the boundaries of the building.
- (d) Additional lockboxes are to not be installed on common property or letterbox banks. Changes to locks on lockboxes or letterbox banks is prohibited without prior written approval of the Executive Committee.

21.4 Security of Unit Doors

- (a) Unit owners may not change or install locks on their unit doors without prior written approval of the Executive Committee.



21.5 Breaches of security

- (a) If a breach of these rules leads to theft or damage to either the common property or the property of other Unit owners or Occupiers, the person responsible for the breach will be held liable for this theft or damage and any associated costs.
- (b) In the case that a user of a unit or guest is the person responsible for the breach, the relevant owner or occupier will be held liable for the theft or damage and any associated costs.

22 Fire Control & Safety Requirements

- (a) The Unit owner or Occupier must comply with all relevant laws regarding fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes; or
 - (iii) prop open fire doors.
- (b) Due to fire safety requirements in the building, a unit owner must not:
 - (i) install fly screens or security screens on unit entry doors;
 - (ii) make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks and peep holes), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (c) The Unit owner or Occupier must, on reasonable notice, if applicable, provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.
- (d) If requested by the executive committee, a unit owner must, at their own cost, obtain and provide a fire consultant's report in relation to the effect that:
 - (i) A proposed erection or alteration of a structure in or on their unit; or
 - (ii) A proposed change in the use of a unit will have on the building's fire safety systems.
- (e) A unit owner, occupier or user must not place any item on top of a storage cage unit.
- (f) A unit owner, occupier or user must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.



23 Signage and Advertising

- (a) Signs or advertising material are not permitted to be displayed in any visible external windows to the unit or on the common property, except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions;
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee; and
- (b) Signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.
- (c) Signs including real estate 'for sale' and 'to let/lease' are allowed to be displayed on the internals of the commercial unit windows however are not permitted to be erected on the common property at any time.
- (d) Signs on public property (nature strip) are subject to applicable Territory laws and regulations.
- (e) Signs on common property that have been installed without the approval of the Executive Committee may be relocated with any costs incurred recovered by the unit owner.

24 Antennas

- (a) Satellite dishes, television antennas or other antennas are not to be erected, on or about the Building unless:
 - (i) the antennas are servicing the whole building; and
 - (ii) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

25 Moves In/Out of Unit

25.1 Notice

- (a) The Unit owner or Occupier, or their agent, must provide the Manager of the Owners Corporation three business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and, where possible, parking for removalist vehicles can be arranged.



25.2 Damage protection of common property

- (a) The Owners Corporation shall provide, where possible, internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) The Unit owner or Occupier shall ensure that removalists and persons moving in or out of a unit utilise protective materials when moving possessions through the common property.
- (a) Any damage caused to common property must be repaired at the Unit owner or Occupier's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

26 Rubbish Disposal

- (a) The Unit owner or Occupier must:
 - (i) dispose of domestic general waste by placing it in an appropriately marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property, including the corridor from the unit to the waste receptacle, is removed and that the area is cleaned;
 - (v) take waste materials that are otherwise not considered domestic general or recyclable waste (furniture, e-waste, chemicals, etc) or are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area;
- (b) The Unit owner or occupier must never flush paper towel, wet wipes, sanitary pads, pet waste, or similar items down the toilet. These items will block the sewer line and cause damage to the building.
- (c) The Unit owner or occupier will be liable for damage caused to other Units, and common property in the building, that results from flushing inappropriate items down the drains and causing a blockage in the sewer line.



- (d) The Unit owner or Occupier must comply with the directions from time to time of the Managing Agent and/or the Executive Committee as to the manner of disposal of garbage.
- (e) Nothing in this rule allows the Unit owner or Occupier to dispose of any chemical, biological, toxic, or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (f) The Unit owner or Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable contractor to dispose of any cooking oils or similar substances and dispose thereof at an appropriate resources management centre.
- (g) The costs of the Owners Corporation in removing or disposing of any waste or other item disposed of by the Unit owner or Occupier contrary to this rule, shall be a debt payable by the Unit owner or Occupier to the Owners Corporation on demand.

27 Bike Storage

- (a) Bikes can be stored in the bike storage located on Basement Level 1 of the building.
- (b) Bikes that are attached to the outside of a storage cage or otherwise stored on common property, with the exception of the common bike racks, will be removed by the building manager and disposed of after 1 month if not claimed.
- (c) The bike storage is common property and for the benefit of all occupiers and their visitors.
- (d) The Executive Committee, from time to time, may undertake an audit of the bike storage to remove any abandoned/unused bikes.

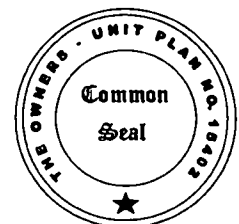
28 Common Recreational Area on upper Levels

28.1 Common Property

- (a) The common recreational areas at the level 6 rooftop levels of Dooring Street building is common property and for the benefit of all unit owners.
- (b) The Unit owners or Occupiers are to report any damage or faults with the common recreational area to the Manager of the Owners Corporation.
- (c) Unit owners and occupiers are responsible for any damage and/or loss of items and fittings while using common property.

28.2 Use

- (a) Noise must be restricted in the common property facilities, as per the ACT Noise Regulations.



- (b) The Executive Committee reserves the right to adjust the operating/access times for the common property pool and barbeque.
- (c) The Unit owner or Occupier must ensure they comply with all applicable Territory laws when using the common recreational area.
- (d) The Unit owner or Occupier using the common recreational area must ensure that it is left in a clean and tidy condition after use.
- (e) The common amenities may be booked for exclusive use subject to:
 - (i) receiving written approval/notification from the Manager of the Owners Corporation;
 - (ii) a maximum of 3 hours per booking for the bbq facilities, or at the discretion of the Executive Committee;
 - (iii) the resident making the booking agrees to take responsibility for all damages to the common amenity should they occur; and
 - (iv) any other conditions required by the Executive Committee and Manager of the Owners Corporation.
- (f) The Executive Committee reserves the right to limit bookings to provide reasonable access to all residents.
- (g) The Unit owner or Occupier must not smoke or vape on the common property, or on any other part of the building where smoking is not permitted.

28.3 Barbeque Facilities Use

- (a) The barbeque facilities are only to be used from 8am to 10pm Sunday – Thursday and 8am to 11pm Friday to Saturday (Australian Eastern Time), or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (b) The Unit owner or Occupier must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (c) The Unit owner, Occupier or user of a unit, using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (d) The Unit owner, Occupier or user of a unit, use the barbeque facilities at their own risk and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.

28.4 Pool Use

- (a) Unit owners, occupiers and users of a unit, use the pool at their own risk and



indemnify the Owners Corporation from loss and injury sustained while using the pool :

- (b) Unit owners, occupiers and users of a unit, must comply with the pool guidelines developed by the Executive Committee, which may be subject to change from time to time.
- (c) The Executive Committee reserves the right to adjust the operating/access times for the common property pool.
- (d) Noise must be restricted in the common property facilities, as per the ACT Noise Regulations.
- (e) For the safety of the children of Occupants and Guests, the following is required:
 - (i) Children aged 0-3 years: Must wear a swimming nappy whilst in the water at all times
 - (ii) Children aged 0-5 years: Must be within arm's reach of a parent or guardian at all times whilst in the water.
 - (iii) Children aged 6-10 years: Must be supervised by a parent or guardian who maintains contact and is prepared to get in the water if needed, at all times.
 - (iv) Children aged 11-12 years: Must be in contact with parents or guardians who are to remain within the gated area at all times.
 - (v) Children aged 13 years and over: May enter unaccompanied by a parent or guardian.
- (h) Alcohol and glass bottles/containers are prohibited within 1 meter of the pool :
- (i) Unit owners, occupiers and users must wear proper swimming attire. Wearing of clothing which are not designed to be used in pools are not allowed, except for t-shirts being worn for sun protection.
- (j) For safety reasons, persons with any kind of infection or communicable disease are not allowed to use the pool.
- (k) No pets are allowed within the entire gated area of the pool.
- (l) The pool gate must be shut and latched at all times when entering and exiting.
- (m) For safety reasons, climbing onto and walking on the ledge of the pool, or entering the void area, is strictly prohibited.
- (n) Smoking and Vaping are strictly prohibited within the entire gated



area of the pool.

- (o) Spitting, spouting, nose-blowing and the like are not permitted in the pool.
- (p) Water sports or any similar activities which may cause annoyance, disturbance, or injury to other users are prohibited in the pool.
- (q) Use of the pool is prohibited during heavy rain, thunder, or lightning.
- (r) Unit owners and occupiers are not allowed in the pool when cleaning or maintenance is in progress.
- (s) Unit owners and occupiers are responsible for any damage and/or loss of items and fittings while using these facilities.
- (t) Unit owners and occupiers using the pool facilities shall ensure they are left in a clean and tidy condition after use.
- (u) Unit owners and occupiers shall report any damage or faults with the pool facilities to the Managing Agent.

29 Erections or Alterations Not Approvable

- (a) The executive committee will not approve any proposal that:-
 - (i) relates to an owner or occupier wishing to install any covering to the tiled surface of any balcony, including but not limited to artificial turf, grass, and timber tiles, to preserve the original built design and functionality of the structure. This is because balcony surface covering, including synthetic turf and timber clip in tiles, has been found to affect the fall and the drainage of water, which has contributed to water ingress to habitable areas, including to units below;
 - (ii) impacts the fire-rated doors of the unit (including but not limited to the installation of security screen doors, deadbolts, cyber locks and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work (any condition of such consent may include the appointment of a fire safety expert to determine the integrity of any modified fire door and any requirements to be compliant, with such costs to be borne by the owner);



30 Limited Works with Pre-Approval for the Building

(a) Owners may, without the requirement of written consent from the executive committee, attend to the following cosmetic or minor works on the conditions stated below. Any works not mentioned in the rules must be approved by the Executive Committee-

- (i) an owner may install external weather draft stoppers on the inside of their Unit's doors, without the Owners Corporation's prior written permission at the owner's expense. Such installations must be kept in a state of good repair by the owner at its expense and not compromise the integrity of the unit (fire) doors.
- (ii) An owner may paint the ceiling of their balconies, without the Owners Corporation prior written permission at the Owner's expense. Such works must be kept in a state of good repair by the owner at its expense and such painting must be in a colour approved by the executive committee via a policy which is in keeping with the general outward appearance of the Mulberry development.
- (iii) security screens may be fitted to cover the balcony door and any window that opens onto the balcony, at the owner's expense, such screens must be the same colour as that of the window or door frame where the screen is being installed to ensure that the screens are in a colour and style which is in keeping with the general outward appearance of the Mulberry development and must be approved and signed off as compliant by a qualified fire service contractor, at the owner's expense and provided the structural integrity of the unit will not be compromised. Such installations are at the owner's cost and must be adequately maintained by the owner.
- (iv) Unit owners may install locks on their unit door without Executive Committee approval on the condition that a licenced locksmith undertakes the work and the integrity of the door is not compromised. Any works undertaken to unit doors where the integrity of the door has been compromised, the cost of any repairs/replacement of the unit door will be on charged onto the unit owner, as per Section 31 of the UT(M)A 2011.



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402

Venue: Online via Microsoft Teams

Date: Tuesday, 20 February 2024

Time: 4:00pm

Present: J Strensrud, S Rai, T Hicks, M Sanese, C Wong, A Warren, with T Brissett representing Vantage Strata

Apologies: L Yen

1. MEETING FORMALITIES

1. Confirmation of Chairperson

It was **resolved** that M Sanese be appointed as Chairperson for the purpose of the Executive Committee meeting.

2. Conflict of Interest

No conflict of interest was acknowledged.

3. Adoption and acknowledgement

It was **resolved** that the previous minutes, being the minutes of the Executive Committee held Tuesday, 5 December 2023 be acknowledged and adopted.

Acknowledged

2. AGENDA

1. Reports

Chairperson Report

There was no Chairperson report.

Secretary Report

There was no Secretary report.

Treasurer Report

There was no Treasurer report.

2. AGENDA cont.

2. General Business and Action Items:

Defects discussion

The meeting discussed the public dispute between the Developer and the Builder of Mulberry and reviewed the options available for the Executive Committee and Owners Corporation. It was ultimately acknowledged that unresolved issues may lead to liability held against the Owners Corporation, and it was therefore agreed to obtain costings for legal advice.

The Managing Agent is to approach legal firms for costings and seek Committee feedback and direction.

House Rules & General Meeting

The Committee discussed the pending House Rules and agreed to re-circulate among the Committee for final sign off. It was agreed that Members are to provide any further amendments by Tuesday 27 February. The General Meeting agenda to approve these proposed rules will be distributed shortly thereafter.

Window Clean Engagement

All Members were in agreeance to engage the services of Touchdown, to renew the height safety system, apply light spider spray to the external of the building, plus clean inaccessible windows.

Committee Member J Stensrud will be noted as a site contact to discuss concerns with pigeons living in inaccessible areas.

January Storm Impact

The meeting discussed the January storm ingress identified within 69 Dooring Street, and discussed how the ingress was tracking into units. It was noted the water may have been too

much for the development to carry, and water overflowed. It was further noted that industry consultants had not been engaged, though should the complex experience the repeated ingress they will be engaged.

Vantage Strata advised two units are being monitored and show no signs of damage however, one unit will require internal repairs and quotes are being obtained.

Waste Management

The Committee discussed the on-going waste matter, and the amount of hard waste incorrectly disposed of throughout the Mulberry waste enclosures. The Committee discussed options to address the matter, and noted there are multiple considerations to be given and noted all options have merit and obstacles. It was ultimately agreed to be taken offline to ensure the appropriate solution is implemented.

Origin

The meeting acknowledged the on-going progress with Origin pertaining to the embedded network. It was advised that estimate invoices should not occur, and credits should be applied to accounts moving forward. It was agreed to continue pursuing this topic, to ensure a sustainable service is provided.

Byyko

The slow removal of Byyko was also discussed, with Vantage advising Byyko had requested to keep a few bikes available for Residents on site. It was reiterated that the bikes need to be removed, in accordance with previous Committee decision. It was noted this has been relayed to Byyko.

3. ERECTIONS AND ALTERATIONS (Ratification Only)

There were no erection and alteration applications for ratification.

4. MEETING CLOSURE

With no further business, the meeting closed at 5:28pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15402

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 26 March 2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
26 March 2024	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.



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE GENERAL MEETING
OF THE OWNERS OF UP 15402
'MULBERRY'
55-63 Dooring St, DICKSON, ACT, 2602**

Venue: 'Teams' Meeting

Date: Tuesday, 26 March 2024

Time: 05:30 PM

Present:

K M Watkins	(Lot 36)	Owner present
Enliven Property Trust	(Lot 38)	Owner present
M M Hasan	(Lot 39)	Owner present
A-B Warren	(Lot 51)	Owner present
C M M Syme	(Lot 66)	Owner present
S E Jennett	(Lot 76)	Owner present
C Man Wong	(Lot 93)	Owner present
J K Stensrud	(Lot 133)	Owner present
R P Walsh & K M Anderson	(Lot 142)	Owner present
H Pan	(Lot 153)	Owner present
S Wi Lambert	(Lot 175)	Owner present
L B Ainley	(Lot 176)	Owner present
P S McGlew Larkins	(Lot 184)	Owner present
N E Dukes & A L Reeves	(Lot 194)	Owner present
D M Jago	(lot 197)	Owner present
L B Yen	(Lot 215)	Owner present
S A Morris	(Lot 236)	Owner present
C Wong	(Lot 272)	Owner present
T S Hicks	(Lot 281)	Owner present
C S F Johnston	(Lot 286)	Owner present
A A Akber	(Lot 293)	Owner present
S Rai	(Lot 296)	Owner present
J A C Hicks	(Lot 299)	Owner present
M Sanese	(Lot 324)	Owner present
M Collins	(Lot 354)	Owner present
L A Galang	(Lot 365)	Owner present
J C Bee	(Lot 367)	Owner present

Chairperson: M Sanese

Additional Attendees: Teagan Brissett (Vantage Strata)
Jarrod Smith (Vantage Strata)

Apologies: Nil

<u>Proxies:</u>	Nil
<u>Absentee Votes:</u>	S Leslie (Lot 187) IFO Motions 1, 3, 4 and 5, Abstain Motion 2 R Hurditch (Lot 249) IFO all Motions
<u>Quorum:</u>	A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
<u>Secretarial Note:</u>	<i>Owners are advised that under the Schedule 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.</i>

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

*It was agreed for **M Sanese** to be Chairperson for the purpose of the meeting, with Vantage Strata facilitating. No proxy or apologies were noted, and two Absentee Votes from Lot 187 (S Leslie) and 249 (R Hurditch) were acknowledged.*

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

Passed by Simple Majority

RULES (ADOPTION AND REGISTRATION)

Motion 3 Special Resolution:

That the Owners Corporation resolve, by Special Resolution to:-

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

Deferred by Simple Majority

Secretarial Note: Owners present reviewed the wording of certain rules and raised concerns around potential ambiguity. It was ultimately agreed, by majority of Owners present, to have the drafted house rules published with the call for comments and required amendments within a specified time frame. The drafted rules will be published separate to these Minutes.

STRATA MANAGEMENT AGENCY AGREEMENT

Motion 4 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management Strata Management agreement, on expiry of the current agreement, and appoint **Vantage Strata** as follows:*

- *The appointed provider be appointed as manager for a period of **up to 3 year/s**.*
- *The Manager to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.*
- *The Manager and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

The Unit Titles (Management) Act 2011, requires that a written agreement be in place between the Owners Corporation and the Strata Manager. In order to formalise arrangements, it is recommended that a management agreement be put in place covering the management services.

Passed by Simple Majority

Secretarial Note: Owners present questioned the yearly reviewed to be undertaken by the Executive Committee pertaining to the services of the appointed party, being Vantage Strata, and was ultimately requested, and endorsed, that termination clauses be amended to clearly outline the termination options available in the event of inadequate service. This was agreed and accepted by Vantage Strata representatives.

The contract in question will be submitted to the Executive Committee for final review prior to signing.

BUILDING MANAGEMENT AGENCY AGREEMENT

Motion 5 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On-Site Building Management Agreement appointing **Vantage Strata** for a period of **up to 3 year/s**. That the appointed provider and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

Passed by Simple Majority

INSURANCE CLAIMS (NEW OR OUTSTANDING)

Item 6 :

The meeting acknowledged an insurance claim against the Mulberry policy has been lodged since the agenda was issued. The meeting acknowledged this was actioned in accordance with Committee endorsement and relates to smashed glass panels within 803/254 Northbourne Avenue.

MAINTENANCE ISSUES (NEW OR OUTSTANDING)

Item 7 :

Vantage Strata spoke to this topic and noted there was no outstanding maintenance for Mulberry. It was, however, acknowledged that Owners may be identifying outstanding defects and identifying them as maintenance matters.

It was further acknowledged the Owners Corporation are continuing to push the Builder for attention to the defects, with the note of the Builder recently attending to two units.

CONTRACTS

Item 8 :

It was noted that no maintenance contracts are due for renewal outside of the Management Agreements however, it was formally recorded that service contracts will be reviewed to ensure adequate service is being provided to Mulberry by trades on site. This includes cleaning providers, Opticomm providers, etc.

It was noted this was a live matter and will progress with the Committee offline.

GENERAL BUSINESS

Item 9 :

Rubbish Rooms:

An Owner present raised on-going frustrations pertaining to the rubbish rooms throughout Mulberry. The amount of hard waste dumped on an on-going basis and the frustrations this causes other Owners was echoed by the meeting. The meeting discussed options that remain available to try and mitigate the disruption dumped waste causes i.e., CCTV installations, with Vantage Strata further reporting the matter remains a project and active topic for the Committee. Any solutions suitable to Mulberry will be implemented where possible.

Dooring Street Parking:

The meeting discussed the safety concerns pertaining to trade vehicles parking along Dooring Street and noted that safety implications are significant given the vehicles are parked on the corner. Vantage Strata advised parking conversations have occurred with representatives of the neighbouring site and noted further conversations will recommence with Access Canberra for their guidance and support.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:51 PM**.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15402

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 20 June 2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
20 June 2024	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.



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 15402
'MULBERRY'
55-63 Dooring St, DICKSON, ACT, 2602**

Venue: 'Teams' Meeting

Date: Thursday, 20 June 2024

Time: 05:30 PM

Present:

T J Hall	(Lot 108) Owner present
J Stensrud	(Lot 133) Owner present
C Wong	(Lot 272) Owner present
T S Hicks	(Lot 281) Owner present
S Rai	(Lot 296) Owner present
M Gore	(Lot 308) Owner present
M Sanese	(Lot 324) Owner present
I Miladinovic	(Lot 340) Owner present
N Doukas	(Lot 369) Owner present

Chairperson: M Sanese

Additional Attendees: Teagan Brissett, Vantage Strata

Apologies: L Yen (Lot 215)

Proxies: Nil

Absentee Votes: R A Hurditch (Lot 249) IFO 2-11, Abstain 12-13, IFO 14, Abstain remaining.

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

Secretarial Note: *Owners are advised that under the Schedule 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

It was agreed for **M Sanese** to be Chairperson for the purpose of the meeting, with T Brissett facilitating. An Absentee vote from Lot 249 was acknowledged and accepted, alongside an apology from Lot 215.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

Passed by Simple Majority

INSURANCE

Motion 3 Special Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**Passed by Simple Majority
(No Dissent Noted)**

AUDITED FINANCIALS (Adoption)

Motion 4 Ordinary Resolution:

*It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 27th of April 2024, a copy of which is attached.*

Passed by Simple Majority

AUDITED FINANCIALS

Motion 5 Ordinary Resolution:

*It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

Passed by Simple Majority

ADMIN FUND EXPENDITURE BUDGET

Motion 6 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$1,055,527.52 plus GST for the period 28th of April 2024 to 27th of April 2025 be adopted.

Passed by Simple Majority

ADMIN FUND CONTRIBUTION

Motion 7 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$1,055,527.25 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 27th of July 2024, 27th of October 2024, 27th of January 2025 and 27th of April 2025.

Passed by Simple Majority

Secretarial Note: It was agreed that the levy notice due 27 April 2025 will be issued in March 2025 to encourage prepayments where possible. The meeting acknowledged the due date on the notice will remain the same, as will the levy period. Owners present were in support of this to assist cashflow issues when the insurance for Mulberry falls due.

SINKING FUND EXPENDITURE BUDGET

Motion 8 Ordinary Resolution:

It was **resolved** that the Sinking Fund expenditure budget of \$20,159.10 including GST for the period 28th of April 2024 to 27th of April 2025 be adopted.

Passed by Simple Majority

SINKING FUND CONTRIBUTION

Motion 9 Ordinary Resolution:

It was **resolved** that a contribution of \$243,649.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 28th of April 2024 to 27th of April 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 27th of July 2024, 27th of October 2024, 27th of January 2025 and 27th of April 2025.

Passed by Simple Majority

Secretarial Note: It was agreed that the levy notice due 27 April 2025 will be issued in March 2025 to encourage prepayments where possible. The meeting acknowledged the due date on the notice will remain the same, as will the levy period.

MAINTENANCE PLAN (Adoption)

Motion 10 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.

Passed by Simple Majority

FIRE SAFETY REVIEW

Item 11 :

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Please find on BuildingLink the Annual Fire Safety Certificate provided from the fire contractor.

Annual Fire Safety Certificate

Dated: 9th of April 2024
Prepared By: Dedicated Fire Protection

DEFECTS

Item 12 :

Nil defects were raised and discussed during the meeting.

CONTRACTS

Item 13 :

Nil contracts fall due for renewal at the time of the meeting.

CONTRACTS AND SERVICE AGREEMENTS

Motion 14 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

Passed by Simple Majority

DELEGATIONS AND APPOINTMENTS

Item 15 :

The meeting **acknowledged** the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

RULES (ADOPTION AND REGISTRATION)

Motion 16 Special Resolution:

*It was **resolved** that the Owners Corporation resolve, by Special Resolution to:-*

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

Passed by Simple Majority
(No Dissent Noted)

EXECUTIVE COMMITTEE (Election)

Motion 17 Ordinary Resolution:

It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

Passed by Simple Majority

Nominations from the below six (6) Owners was accepted:

T J Hall	(Lot 108)
J Stensrud	(Lot 133)
C Wong	(Lot 272)
T S Hicks	(Lot 281)
S Rai	(Lot 296)
M Sanese	(Lot 324)

GENERAL BUSINESS

Item 18 :

Garage Door: An Owner present raised the basement entry garage door and the status repair. It was acknowledged that quotes have been sourced and are currently awaiting review of the incoming Executive Committee.

Byyko Bikes: An Owner queried the Byyko electric bikes and requested an update as to when they will be removed. Vantage Strata advised the meeting the Byyko bikes have been removed from site, and Mulberry no longer utilise the service.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:21 PM**.

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Administrative Fund

Approved Budget

Current Actual

Current Budget

(28/04/2024-27/04/2025)

(28/04/2023-27/04/2024)

(28/04/2023-27/04/2024)

Income

Insurance Claim Recoveries	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$1,085.89	\$0.00
Levy Income Admin	\$1,055,527.52	\$992,195.88	\$992,193.00

Total Admin Fund Income

\$1,055,527.52

\$993,281.77

\$992,193.00

Expense

Audit Fees	\$3,500.00	\$3,120.00	\$3,700.00
BAS & Tax Preparation	\$770.00	\$642.00	\$450.00
Bank Charges	\$0.00	\$0.01	\$0.00
Banking, Software & Infrastructure	\$400.00	\$317.61	\$400.00
Bin Lifter / Hoist - Contract	\$1,500.00	\$850.00	\$3,500.00
BuildingLink	\$8,880.00	\$8,880.00	\$9,768.00
Cleaning - Basement	\$0.00	\$0.00	\$5,000.00
Cleaning - Bin Chutes	\$0.00	\$0.00	\$3,000.00
Cleaning - Bins	\$1,000.00	\$340.00	\$3,000.00
Cleaning - Carpark	\$0.00	\$2,850.00	\$5,500.00
Cleaning - Carpets	\$3,000.00	\$2,800.00	\$4,500.00
Cleaning - Contract	\$140,000.00	\$117,316.30	\$125,000.00
Cleaning - Gutters	\$0.00	\$0.00	\$5,000.00
Cleaning - Windows	\$25,000.00	\$21,850.00	\$25,000.00
Cleaning Supplies	\$0.00	\$0.00	\$350.00
Contingency	\$10,000.00	\$0.00	\$10,000.00
Contractor Compliance Fee	\$92.00	\$88.00	\$100.00
Electric Bike Rental & Maint.	\$0.00	\$6,300.00	\$5,000.00
Electricity	\$85,000.00	\$97,263.67	\$85,000.00
Fire - False Alarm Fees	\$1,700.00	\$0.00	\$1,700.00
Fire - Maintenance Contract	\$20,000.00	\$18,549.96	\$4,500.00
Fire - Monitoring	\$2,450.00	\$2,300.00	\$2,200.00
Fire - Passive Maintenance Contract	\$3,500.00	\$0.00	\$9,000.00
Fire - Repairs & Replacement	\$15,000.00	\$6,478.03	\$7,500.00
Gardening - Contract	\$45,000.00	\$43,080.81	\$40,000.00
Gardening - Irrigation	\$1,500.00	\$0.00	\$2,000.00
Gardening - Plants and Trees	\$500.00	\$0.00	\$0.00
Gas Usage	\$15,500.00	\$21,616.35	\$2,000.00
HVAC - Contract	\$2,500.00	\$1,100.00	\$1,500.00
Height Safety Certification	\$2,500.00	\$2,250.00	\$4,000.00
Hot Water Supply	\$0.00	\$1,635.13	\$0.00
Insurance Excess Payments	\$5,000.00	\$0.00	\$0.00
Insurance Payouts	\$0.00	\$(151.01)	\$0.00
Insurance Premium	\$204,230.72	\$165,957.96	\$185,000.00
Interest Paid	\$0.00	\$0.00	\$0.00
Keys, Remotes & Swipes	\$200.00	\$96.68	\$1,000.00

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Administrative Fund

	Approved Budget (28/04/2024-27/04/2025)	Current Actual (28/04/2023-27/04/2024)	Current Budget (28/04/2023-27/04/2024)
Legal Fees - Defect Project	\$8,500.00	\$0.00	\$0.00
Lifts - Maint. Contract	\$35,000.00	\$40,120.40	\$31,440.00
Lifts - Repairs & Maint.	\$8,000.00	\$6,645.33	\$6,500.00
Lifts Registration	\$0.00	\$0.00	\$0.00
Lodgement Fees	\$0.00	\$0.00	\$0.00
Management Fees (Schedule B)	\$160.00	\$0.00	\$0.00
Management Fees - Building Manager	\$128,044.80	\$128,873.10	\$127,823.00
Management Fees - Strata	\$140,600.00	\$129,342.69	\$128,289.00
Miscellaneous Expenses	\$1,000.00	\$469.31	\$2,500.00
Parcel Locker	\$4,500.00	\$3,780.00	\$3,600.00
Permits	\$0.00	\$0.00	\$0.00
Pest Control	\$4,500.00	\$3,250.00	\$5,500.00
Plumbing - Maint. Contract	\$5,500.00	\$4,792.57	\$6,000.00
Pool -Contract	\$6,000.00	\$5,777.56	\$5,500.00
R & M CCTV	\$1,000.00	\$0.00	\$1,500.00
R & M Doors	\$3,000.00	\$3,345.00	\$1,500.00
R & M Electrical	\$3,500.00	\$3,185.00	\$2,500.00
R & M Garage	\$2,500.00	\$2,528.50	\$4,000.00
R & M General	\$20,000.00	\$5,255.97	\$20,000.00
R & M Locks	\$1,000.00	\$1,005.22	\$1,000.00
R & M Plumbing	\$2,500.00	\$1,327.00	\$2,500.00
R & M Sumps & Pumps	\$0.00	\$0.00	\$0.00
Reports - Asset Register	\$0.00	\$0.00	\$3,000.00
Reports - Defects Report	\$3,000.00	\$0.00	\$0.00
Reports - Insurance Valuation	\$0.00	\$0.00	\$2,000.00
Reports - Maintenance Plan	\$0.00	\$3,254.55	\$0.00
Reports - Sinking Fund Plan	\$0.00	\$0.00	\$2,000.00
Rubbish Removal	\$1,500.00	\$0.00	\$3,500.00
Security General	\$10,000.00	\$2,205.00	\$15,000.00
Security Patrols	\$0.00	\$0.00	\$0.00
Signage	\$0.00	\$0.00	\$1,000.00
TV & Broadband Infrastructure	\$1,000.00	\$0.00	\$0.00
Telephone (Lift/Fire/Security)	\$0.00	\$967.65	\$873.00
Waste & Recycling Bins	\$1,000.00	\$733.00	\$5,000.00
Water Usage	\$65,000.00	\$73,838.47	\$55,000.00
Total Admin Fund Expense	\$1,055,527.52	\$946,227.82	\$992,193.00
TOTAL ADMIN LEVY INCOME	\$1,055,527.52	\$992,195.88	\$992,193.00
Increase/Reduce ADMIN FUND	\$0.00	\$0.00	\$(200,000.00)
ADD: ADMIN GST	\$105,552.75		\$79,219.30
TOTAL ADMIN BUDGET	\$1,161,080.27		\$871,412.30

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Sinking Fund

	Approved Budget (28/04/2024-27/04/2025)	Current Actual (28/04/2023-27/04/2024)	Current Budget (28/04/2023-27/04/2024)
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Income

Interest	\$0.00	\$150.94	\$0.00
Levy Income Sinking	\$243,649.00	\$204,093.20	\$204,097.00

Total Sinking Fund Income

	\$243,649.00	\$204,244.14	\$204,097.00
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Expense

R & M Buildings - Sinking	\$2,946.60	\$0.00	\$0.00
R & M Doors	\$0.00	\$400.00	\$0.00
R & M Fire Services - Sinking	\$5,238.90	\$0.00	\$0.00
R & M General - Sinking	\$10,489.50	\$0.00	\$0.00
R & M Pool - Sinking	\$1,484.10	\$0.00	\$0.00

Total Sinking Fund Expense

	\$20,159.10	\$400.00	\$0.00
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TOTAL SINKING LEVY INCOME

	\$243,649.00	\$204,093.20	\$204,097.00
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ADD: SINKING GST

	\$24,364.90		\$20,409.70
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TOTAL SINKING BUDGET

	\$268,013.90		\$224,506.70
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Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Budget Summary (28/04/2024-27/04/2025)

	Approved	1st Instalment 27/07/2024	2nd Instalment 27/10/2024	3rd Instalment 27/01/2025	4th Instalment 27/04/2025	TOTAL (28/04/2024-27/04/2025)
Administrative Fund	\$1,161,080.27	\$290,267.95	\$290,267.95	\$290,267.95	\$290,267.95	\$1,161,071.80
Sinking Fund	\$268,013.90	\$67,003.70	\$67,003.70	\$67,003.70	\$67,003.70	\$268,014.80
Contribution Schedule Total	\$1,429,094.17	\$357,271.65	\$357,271.65	\$357,271.65	\$357,271.65	\$1,429,086.60
Amount to Collect	\$1,429,094.17	\$357,271.65	\$357,271.65	\$357,271.65	\$357,271.65	\$1,429,086.60

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Levy Adjustment Summary (28/04/2024-27/04/2025)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Sinking	Total
27/07/2024	28/04/2024 - 27/07/2024	\$29.03	\$6.70	\$35.73
27/10/2024	28/07/2024 - 27/10/2024	\$29.03	\$6.70	\$35.73
27/01/2025	28/10/2024 - 27/01/2025	\$29.03	\$6.70	\$35.73
27/04/2025	28/01/2025 - 27/04/2025	\$29.03	\$6.70	\$35.73
Financial Year Total per Units of Entitlement		\$116.11	\$26.80	\$142.91
Financial Year Aggregate		\$1,161,071.80	\$268,014.80	\$1,429,086.60
Approved Budget Amount		\$1,161,080.27	\$268,013.90	\$1,429,094.17
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Owner Summary (28/04/2024-27/04/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2024	2nd Instalment 27/10/2024	3rd Instalment 27/01/2025	4th Instalment 27/04/2025	TOTAL (28/04/2024-27/04/2025)
22	1, 8, 79, 80, 81, 82, 83, 84, 147, 170, 184, 188, 216, 250, 254, 257, 258, 264, 302, 305, 337					
	Admin	\$638.59	\$638.59	\$638.59	\$638.59	\$2,554.36
	Sinking	\$147.41	\$147.41	\$147.41	\$147.41	\$589.64
	Owner Total	\$786.00	\$786.00	\$786.00	\$786.00	\$3,144.00
24	2, 3, 9, 18, 19, 20, 21, 29, 33, 50, 96, 97, 98, 99, 100, 139, 140, 142, 143, 144, 145, 148, 149, 150, 151, 152, 153, 178, 183, 185, 186, 187, 190, 191, 193, 194, 195, 204, 229, 230, 231, 236, 237, 238, 259, 263, 266, 267, 273, 303, 310, 311, 314, 317, 345					
	Admin	\$696.64	\$696.64	\$696.64	\$696.64	\$2,786.56
	Sinking	\$160.81	\$160.81	\$160.81	\$160.81	\$643.24
	Owner Total	\$857.45	\$857.45	\$857.45	\$857.45	\$3,429.80
16	4, 6, 7, 23, 24, 25, 26, 27, 28, 31, 32, 141, 146, 192, 235, 306					
	Admin	\$464.44	\$464.44	\$464.44	\$464.44	\$1,857.76
	Sinking	\$107.21	\$107.21	\$107.21	\$107.21	\$428.84
	Owner Total	\$571.65	\$571.65	\$571.65	\$571.65	\$2,286.60
18	5, 11, 13, 39, 40, 41, 42, 43, 44, 154, 182, 200, 225, 227, 233, 239, 240, 246, 304, 307, 309, 321					
	Admin	\$522.49	\$522.49	\$522.49	\$522.49	\$2,089.96
	Sinking	\$120.61	\$120.61	\$120.61	\$120.61	\$482.44
	Owner Total	\$643.10	\$643.10	\$643.10	\$643.10	\$2,572.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Owner Summary (28/04/2024-27/04/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2024	2nd Instalment 27/10/2024	3rd Instalment 27/01/2025	4th Instalment 27/04/2025	TOTAL (28/04/2024-27/04/2025)
26	10, 12, 14, 15, 34, 35, 36, 37, 46, 47, 48, 49, 53, 70, 110, 111, 112, 155, 156, 157, 158, 159, 160, 161, 189, 198, 199, 201, 202, 203, 212, 226, 228, 232, 234, 242, 243, 244, 247, 268, 272, 275, 276, 282, 308, 312, 315, 318, 319, 320, 322, 325, 353					
	Admin	\$754.69	\$754.69	\$754.69	\$754.69	\$3,018.76
	Sinking	\$174.21	\$174.21	\$174.21	\$174.21	\$696.84
	Owner Total	\$928.90	\$928.90	\$928.90	\$928.90	\$3,715.60
20	16, 17, 30, 59, 60, 61, 62, 63, 64, 162, 196, 208, 241, 245, 248, 249, 255, 313, 329					
	Admin	\$580.54	\$580.54	\$580.54	\$580.54	\$2,322.16
	Sinking	\$134.01	\$134.01	\$134.01	\$134.01	\$536.04
	Owner Total	\$714.55	\$714.55	\$714.55	\$714.55	\$2,858.20
28	22, 51, 52, 54, 55, 56, 57, 66, 67, 68, 69, 73, 90, 120, 121, 122, 130, 131, 132, 163, 164, 165, 166, 167, 168, 169, 206, 207, 209, 210, 211, 220, 251, 252, 253, 256, 277, 281, 284, 285, 291, 293, 294, 300, 316, 323, 326, 327, 328, 330, 333, 361, 369					
	Admin	\$812.74	\$812.74	\$812.74	\$812.74	\$3,250.96
	Sinking	\$187.61	\$187.61	\$187.61	\$187.61	\$750.44
	Owner Total	\$1,000.35	\$1,000.35	\$1,000.35	\$1,000.35	\$4,001.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Owner Summary (28/04/2024-27/04/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2024	2nd Instalment 27/10/2024	3rd Instalment 27/01/2025	4th Instalment 27/04/2025	TOTAL (28/04/2024-27/04/2025)
30	38, 45, 71, 72, 74, 75, 76, 77, 86, 87, 88, 89, 93, 106, 171, 172, 173, 174, 175, 176, 177, 197, 205, 214, 215, 217, 218, 219, 224, 260, 261, 262, 265, 286, 290, 295, 299, 324, 331, 334, 335, 336, 338, 341					
	Admin	\$870.79	\$870.79	\$870.79	\$870.79	\$3,483.16
	Sinking	\$201.01	\$201.01	\$201.01	\$201.01	\$804.04
	Owner Total	\$1,071.80	\$1,071.80	\$1,071.80	\$1,071.80	\$4,287.20
32	58, 65, 91, 92, 95, 102, 103, 104, 105, 118, 181, 213, 222, 269, 270, 271, 274, 332, 339, 342, 343, 344, 346, 349					
	Admin	\$928.84	\$928.84	\$928.84	\$928.84	\$3,715.36
	Sinking	\$214.41	\$214.41	\$214.41	\$214.41	\$857.64
	Owner Total	\$1,143.25	\$1,143.25	\$1,143.25	\$1,143.25	\$4,573.00
34	78, 85, 107, 108, 114, 115, 116, 117, 127, 138, 221, 278, 279, 280, 283, 340, 347, 350, 351, 352, 354, 357, 362, 365					
	Admin	\$986.94	\$986.94	\$986.94	\$986.94	\$3,947.76
	Sinking	\$227.81	\$227.81	\$227.81	\$227.81	\$911.24
	Owner Total	\$1,214.75	\$1,214.75	\$1,214.75	\$1,214.75	\$4,859.00
36	94, 101, 109, 124, 125, 126, 128, 134, 135, 136, 137, 179, 180, 223, 287, 288, 289, 292, 296, 297, 298, 301, 348, 355, 356, 358, 359, 360, 363, 366, 367, 368, 370					
	Admin	\$1,044.99	\$1,044.99	\$1,044.99	\$1,044.99	\$4,179.96
	Sinking	\$241.21	\$241.21	\$241.21	\$241.21	\$964.84
	Owner Total	\$1,286.20	\$1,286.20	\$1,286.20	\$1,286.20	\$5,144.80

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Owner Summary (28/04/2024-27/04/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2024	2nd Instalment 27/10/2024	3rd Instalment 27/01/2025	4th Instalment 27/04/2025	TOTAL (28/04/2024-27/04/2025)
	Owner Total	\$1,286.20	\$1,286.20	\$1,286.20	\$1,286.20	\$5,144.80
38	113, 119, 129, 364					
	Admin	\$1,103.04	\$1,103.04	\$1,103.04	\$1,103.04	\$4,412.16
	Sinking	\$254.61	\$254.61	\$254.61	\$254.61	\$1,018.44
	Owner Total	\$1,357.65	\$1,357.65	\$1,357.65	\$1,357.65	\$5,430.60
40	123, 133					
	Admin	\$1,161.09	\$1,161.09	\$1,161.09	\$1,161.09	\$4,644.36
	Sinking	\$268.01	\$268.01	\$268.01	\$268.01	\$1,072.04
	Owner Total	\$1,429.10	\$1,429.10	\$1,429.10	\$1,429.10	\$5,716.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

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Contribution Summary (28/04/2024-27/04/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 8, 79, 80, 81, 82, 83, 84, 147, 170, 184, 188, 216, 250, 254, 257, 258, 264, 302, 305, 337	Contribution Schedule	22	\$2,554.36	\$589.64	\$0.00
	Owner Total		\$2,554.36	\$589.64	\$3,144.00
2, 3, 9, 18, 19, 20, 21, 29, 33, 50, 96, 97, 98, 99, 100, 139, 140, 142, 143, 144, 145, 148, 149, 150, 151, 152, 153, 178, 183, 185, 186, 187, 190, 191, 193, 194, 195, 204, 229, 230, 231, 236, 237, 238, 259, 263, 266, 267, 273, 303, 310, 311, 314, 317, 345	Contribution Schedule	24	\$2,786.56	\$643.24	\$0.00
	Owner Total		\$2,786.56	\$643.24	\$3,429.80
4, 6, 7, 23, 24, 25, 26, 27, 28, 31, 32, 141, 146, 192, 235, 306	Contribution Schedule	16	\$1,857.76	\$428.84	\$0.00
	Owner Total		\$1,857.76	\$428.84	\$2,286.60
5, 11, 13, 39, 40, 41, 42, 43, 44, 154, 182, 200, 225, 227, 233, 239, 240, 246, 304, 307, 309, 321	Contribution Schedule	18	\$2,089.96	\$482.44	\$0.00
	Owner Total		\$2,089.96	\$482.44	\$2,572.40
10, 12, 14, 15, 34, 35, 36, 37, 46, 47, 48, 49, 53, 70, 110, 111, 112, 155, 156, 157, 158, 159, 160, 161, 189, 198, 199, 201, 202, 203, 212, 226, 228, 232, 234, 242, 243, 244, 247, 268, 272, 275, 276, 282, 308, 312, 315, 318, 319, 320, 322, 325, 353	Contribution Schedule	26	\$3,018.76	\$696.84	\$0.00
	Owner Total		\$3,018.76	\$696.84	\$3,715.60
16, 17, 30, 59, 60, 61, 62, 63, 64, 162, 196, 208, 241, 245, 248, 249, 255, 313, 329	Contribution Schedule	20	\$2,322.16	\$536.04	\$0.00
	Owner Total		\$2,322.16	\$536.04	\$2,858.20
22, 51, 52, 54, 55, 56, 57, 66, 67, 68, 69, 73, 90, 120, 121, 122, 130, 131, 132, 163, 164, 165, 166, 167, 168, 169, 206, 207, 209, 210, 211, 220, 251, 252, 253, 256, 277, 281, 284, 285, 291, 293, 294, 300, 316, 323, 326, 327, 328, 330, 333, 361, 369	Contribution Schedule	28	\$3,250.96	\$750.44	\$0.00
	Owner Total		\$3,250.96	\$750.44	\$4,001.40
38, 45, 71, 72, 74, 75, 76, 77, 86, 87, 88, 89, 93, 106, 171, 172, 173, 174, 175, 176, 177, 197, 205, 214, 215, 217, 218, 219, 224, 260, 261, 262, 265, 286, 290, 295, 299, 324, 331, 334, 335, 336, 338, 341	Contribution Schedule	30	\$3,483.16	\$804.04	\$0.00
	Owner Total		\$3,483.16	\$804.04	\$4,287.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Contribution Summary (28/04/2024-27/04/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
58, 65, 91, 92, 95, 102, 103, 104, 105, 118, 181, 213, 222, 269, 270, 271, 274, 332, 339, 342, 343, 344, 346, 349	Contribution Schedule	32	\$3,715.36	\$857.64	\$0.00
	Owner Total		\$3,715.36	\$857.64	\$4,573.00
78, 85, 107, 108, 114, 115, 116, 117, 127, 138, 221, 278, 279, 280, 283, 340, 347, 350, 351, 352, 354, 357, 362, 365	Contribution Schedule	34	\$3,947.76	\$911.24	\$0.00
	Owner Total		\$3,947.76	\$911.24	\$4,859.00
94, 101, 109, 124, 125, 126, 128, 134, 135, 136, 137, 179, 180, 223, 287, 288, 289, 292, 296, 297, 298, 301, 348, 355, 356, 358, 359, 360, 363, 366, 367, 368, 370	Contribution Schedule	36	\$4,179.96	\$964.84	\$0.00
	Owner Total		\$4,179.96	\$964.84	\$5,144.80
113, 119, 129, 364	Contribution Schedule	38	\$4,412.16	\$1,018.44	\$0.00
	Owner Total		\$4,412.16	\$1,018.44	\$5,430.60
123, 133	Contribution Schedule	40	\$4,644.36	\$1,072.04	\$0.00
	Owner Total		\$4,644.36	\$1,072.04	\$5,716.40
	Overall Total		\$1,161,071.80	\$268,014.80	\$1,429,086.60

Schedule	UOE
Contribution Schedule	10000

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402

Venue: Online via Microsoft Teams

Date: Monday, 29 July 2024

Time: 4:15pm

Attendance: J Stensrud, S Rai, M Sanese, T Hicks, C Wong and T Brissett (Vantage Strata)

1. MEETING FORMALITIES

1. Confirmation of Chairperson

It was agreed that **M Sanese** be Chairperson for the purpose of the meeting.

2. Conflict of Interest

Nil declared.

3. Adoption and acknowledgement

That the previous minutes, being the minutes of the General Meeting held 20 June 2024 be acknowledged and adopted.

Acknowledged

2. ELECTION OF OFFICE BEARERS

1. Motions:

- a. That the Executive Committee agree to appoint a **M Sanese** as **Chairperson** for the 2024 – 2025 financial year.
- b. That the Executive Committee agree to appoint a **J Stensrud** as **Treasurer** for the 2024 – 2025 financial year.

- c. That the Executive Committee agree to appoint **T Hicks** as **Secretary** for the 2024 – 2025 financial year.

3. VANTAGE STRATA NOTE

Vantage Strata updated the Committee on matters that had progressed offline and out of session. A dot point of discussion is below.

- Confirmation of the insurance claim for 803/254 Northbourne alongside the cash settlement, minus the excess, being received by the Owners Corporation.
- Confirmation of Mulberry House Rules being lodged with Access Canberra/Land Titles.
- Confirmation of Core Builders re-attending site and undertaking repairs to several broken handrails throughout Mulberry.
- Confirmation of two separate after-hours callouts relating to the B1 roller door faulting and a fire hydrant being intentionally released.

4. GENERAL BUSINESS

- **Peak Quote**

A quote for a two-year defect report was presented to the Committee for the value of \$14,140.00 (GST inclusive). Members present requested a comparative quote be obtained to ensure appropriate value. Vantage Strata will obtain comparative quotes for Committee consideration.

- **Review of Cleaning Contracts**

Review of the cleaning contract was discussed due to on-going concerns with the current provider. Members present unanimously agreed to enter into a new contract with Fairy Services for the value of \$114,400 (plus GST) per year. It was agreed for J Stensrud to sign the contract on behalf of the Committee.

- **Review of Pool Contracts**

Due to the natural expiry of the previous contract, the pool contract was reviewed with the Committee decision to continue with the current provider for \$5,250 (plus GST and consumables). It was agreed for J Stensrud to sign the contract on behalf of the Committee.

- Continuation of Fire Monitoring

The fire monitoring contract was discussed, with Members present agreeing to continue the agreement with Johnson Controls for \$2,300 (plus GST). It was agreed for J Stensrud to sign the contract on behalf of the Committee.

- Maintenance Items

An email was issued to the Committee prior to the AGM with several maintenance items requiring attention with quotes included for consideration. A break down of approved items was below:

- Replacement of garage door, Capital Doorworks, \$5,180 plus GST.
- Replacement of failed light fittings throughout, CBR Electrical, \$2,045.57 plus GST.
- Upgrade to the fire pump and fan system, ROC, \$2,136 plus GST.

Note: above items are to be paid for via the Sinking Fund in accordance with the budget and forecasted items.

- Origin Energy

Members raised concern regarding the increase in utility costs due to be received by Residents and flagged the need for another meeting with Origin Energy representatives to address the concern in detail. Vantage Strata will organise a meeting between the Committee and Origin accordingly.

- Intercom Bank

A follow up discussion occurred in relation to a broken fob reading screen at 55 Dooring (Northbourne Avenue side) with the Committee agreeing to defer repairs at this stage, noting the system and asset operate without fault. It was acknowledged the damage is currently cosmetic in nature.

- Future Projects

Vantage Strata asked the Committee if there were any projects or tasks the Committee wanted to undertake for the year, with the Committee confirming working through the maintenance tasks is the priority for the moment. It was agreed to review the flow of tasks later in the year and consider what can be undertaken accordingly.

5. ERECTIONS AND ALTERATIONS (Ratification Only)

- Lot 162, Approval to install a strobe light fire alarm in the bedroom.

Note: works to be undertaken by Dedicated Fire, Mulberry's current fire maintenance provider.

6. MEETING CLOSURE

With no further business, the meeting closed at 5:50pm.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402

Venue: Online via Microsoft Teams

Date: Monday, 28 October 2024

Time: 4:30 PM

Attendance: T Hicks, M Sanese, C Wong, T Hall with T Brissett and A Ong (Vantage Strata).

Apologies: J Stensrud, S Rai.

1. MEETING FORMALITIES

1. Confirmation of Chairperson

It was agreed that **M Sanese** be Chairperson for the purpose of the meeting.

2. Conflict of Interest

Nil declared.

3. Adoption and acknowledgement

That the previous minutes, being the minutes of the Executive Committee Meeting held 29 July 2024 be acknowledged and adopted.

Acknowledged

2. GENERAL BUSINESS

- On-going Bin Cleaning

A quote for \$720.00 (plus GST) was received to clean and sanitise all 24-bins was received for the consideration of the Committee. It was agreed to proceed with Fairy Services on a one-off basis also noting Fairy Services are the current Mulberry cleaners. It was agreed for Vantage Strata to monitor the effectiveness of the cleaning and propose periodical cleaning if deemed appropriate.

- Lock boxes throughout common property

Due to the increased reports of break-ins and lock boxes being stored throughout the common areas of Mulberry, Vantage Strata encouraged discussion regarding the management of the unknown lockboxes currently stored and discussed how firm the Executive Committee may wish to manage the matter on a continued basis.



The meeting acknowledged the adopted Mulberry rules specifically outline no access passes can be stored beyond the boundaries of the individual unit, though it was also acknowledged that solutions may need to be provided in the future. It was ultimately agreed for Vantage Strata to issue a notice to the community and request removal of all lockboxes by a certain date. The notice will be issued via BuildingLink.

- **Security/Upcoming projects**

The appetite to commence projects was discussed and ultimately noted that no new projects or upgrades were required at this time.

- **Bulky Waste Collection**

Due to bulky waste dumped on 59 Dooring Street, Vantage Strata requested permission to have the waste removed. It was suggested that the ACT Government bulky waste initiative be considered first allowing the Owners Corporation to save on spending. Members present were happy with this approach, and should Government collection not be successful, further Committee direction will be sought.

It was also agreed that an audit of the basement hard waste will be undertaken, and further avenues considered.

- **Common areas Housekeeping**

Vantage Strata recommended updates and additional notices be distributed for several common property house keeping matters. These matters are discussed in detail below.

○ BBQ – Instructions of usage & care

The Committee agreed for Vantage Strata to provide copies of General Instructions of Usage & Care to be posted around the BBQ area for Resident reference, while also placing a copy of the usage and care guidelines on BuildingLink.

○ Access Devices Audit

Vantage Strata recommended the Owners Corporation complete an audit of all access passes issued to units and deactivate any passes no longer accounted for. Vantage Strata provided an insight as to how the audit occurs, with Members present endorsing the activity itself.

The progression of the audit is pending confirmation from Vantage Strata on additional costs, noting the project is not a core service.



- Items stored on top of storage cages

Vantage Strata recommended issuing notices to all Residents with relation to belongings being stored on top of storage cages throughout the basement, as this practice can be dangerous for the building. It was agreed for Vantage Strata to issue notices to the complex and follow up with individual units directly after the initial correspondence.

The Committee requested that specific information regarding why the practice cannot occur be included in the notices.

- Unauthorised vehicles parked long-term in Visitors Parking

Vantage Strata flagged the on-going concern with Mulberry Residents incorrectly utilising visitor parking spaces on a long-term basis. It was noted that some vehicles have not moved for long periods of time. The meeting acknowledged that the Owners of each vehicle parked in the visitor bays cannot be identified by the Owners Corporation. Vantage acknowledged that without a unit number or Owner identified, the ability to remedy the behaviour is severely impacted.

The meeting brainstormed multiple solutions to better manage the current situation, however no suitable solutions were implemented due to the complexity of the matter. In the interim, the Members present agreed for Vantage Strata to issue Notices before proceeding with a Survey to Owners and Residents.

– **Peak Defect Items**

Vantage Strata confirmed Peak Consulting were due on-site 18-19 November to undertake the two-year updated defect report. The below list are examples of which items are being re-inspected.

- Irrigation leak under the pool deck
- Rainwater pump not working – irrigation
- Jetfans in basement not working
- VEDSA system not working
- Cracked tiles in lift and on Northbourne entrances
- Fire defects/penetrations

3. ERECTIONS AND ALTERATIONS (Ratification Only)

– Nil declared prior to the meeting however, the approval for **G10/254 Northbourne Avenue** to temporarily erect real estate signage in the planter box owned by the unit was approved on the basis the signage is removed within two-months.



4. MEETING CLOSURE

With no further business, the meeting closed at **5:49PM**.



DKSN No. 2', Level 4, Challis Street, Dickson



02 6171 9700

Canberra | NSW



PO Box 919 Dickson ACT 2602



info@vantagestrata.com.au

ACN 602 359 282

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402

Venue: Online via Microsoft Teams

Date: Monday, 20 January 2025

Time: 4:30pm

Attendance: J Stensrud, C Wong, M Sanese, T Hall, with T Brissett and S Minson
(Vantage Strata)

Apologies: T Hicks

1. MEETING FORMALITIES

1. Confirmation of Chairperson

It was agreed that **M Sanese** be Chairperson for the purpose of the meeting.

2. Conflict of Interest

Nil declared.

Note: Vantage Strata informed the meeting the incoming Manager, S Minson, does have a family member in the building.

3. Adoption and acknowledgement

That the previous minutes, being the minutes of the Executive Committee Meeting held 28 October 2024, be acknowledged and adopted.

Acknowledged

2. GENERAL BUSINESS

- Storm Ingress and Impact (12 January 2025)

Vantage Strata reiterated the recent position of the Owners Corporation in relation to the storm ingress that occurred 12 January 2025. The meeting acknowledged Core are re-attending site for further investigation regarding the area of ingress entry, alongside the



Owners Corporation pursuing their own findings. It was further acknowledged Touchdown have been engaged and are due to attend site 28 January 2025 to undertake investigations and potential repairs to an external window seal.

Vantage Strata also confirmed invoices for initial callouts and make safes have not been received. All further progression will be provided to the Committee as a priority.

- Reminder regarding April levy

Per the discussions captured at the 2024 Annual General Meeting, Vantage Strata will issue the final levy in March instead of the expected April, with a welcomed call for anyone to prepay their levy payments to assist the Owners Corporation in funding their insurance policy. Vantage Strata also confirmed supporting information will be published to Owners via BuildingLink to further explain the early levy. The meeting also acknowledged the due date of 27 April 2025 will remain.

- Contractor Access

Members present authorized for Vantage Strata to issue contractor passes to PPM contractors Maritex and MSR for ease of after-hours callouts. It was confirmed Vantage record the passes provided to trades and in the event contracts with trades change, the passes are returned to Vantage Strata in full.

- Updated Peak Defect Report

The meeting briefly discussed the updated 2-year defect report provided by Peak, with Peak having confirmed defects originally reported in 2022 have since been repaired and are no longer applicable. Vantage Strata advised clarification was being sought before the report was on-forwarded to the Committee, and as clarification has been obtained the report will be shared accordingly.

- Lockbox Update

Committee Member M Sanese requested an update regarding the lockbox notice recently issued, with Vantage Strata advising the due date for removal is Friday 24 January 2025. Once this date has been reached, the Building Manager will undertake an audit, and further direction from the Committee will be sought.



- Schindler Quote

The meeting discussed a Schindler quote for repairs to Lift 2 (254 Northbourne) and Lift 6 (55 Dooring) to address the scratches currently visible. Noting the quote was \$5,000-\$7,000 per lift, it was agreed for the amounts to be budgeted in the upcoming financial year with an updated quote being reviewed in March.

The meeting also discussed the option of removing the mirror panels noting damage is only likely to occur. Topic will be reviewed in March and considered accordingly.

3. ERECTIONS AND ALTERATIONS (Ratification Only)

- Nil

4. MEETING CLOSURE

With no further business, the meeting closed at **5:16PM.**



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UP 15402 MULBERRY

Location: Teams teleconference

Date: Monday 17 March 2025

Time: 4:30 PM

Present:

J Stensrud	Lot 133
C Wong	Lot 272
T Hicks	Lot 281
M Sanese	Lot 324

Apologies:

T Hall	Lot 108
S Rai	Lot 296

Attendees: S Minson Senior Strata Manager, Vantage Strata

1. **CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST**

M Sanese (Lot 324) confirmed as Chairperson for the meeting.
Attendees confirmed and quorum reached. No conflict of interest was noted. Apologies noted.

2. **ADOPTION OF MINUTES**

Minutes of the meeting of the Executive Committee of 20 January 2025 were endorsed and adopted.



3. FINANCE UPDATE

S Minson provided an update of the finances for the committee, noting the overall budget position was tracking well against the approved admin budget. It was noted the most recent levy installment had recently been issued.

The committee discussed the term deposit that was due to mature in the coming weeks, and strategies to maximize the best return for the OC. The insurance renewal was also discussed, S Minson advised they would provide details of proposals as soon as they were available

4. GENERAL BUSINESS

1. Basement break-ins/general building security – M Sanese raised the topic of building security. S Minson discussed with the committee measures that had been taken, including adding additional awareness signage placed in common areas, including “No Tailgating” signage installed at the basement entrance. It was agreed further security related awareness signage will be installed on common property. Vantage to arrange signage discussed.
2. Lockbox removal update – S Minson provided an update to the committee regarding removal of unapproved lockboxes from the site, due to the security risk posed. These had been removed as requested by owners & property managers. One lock box had caused damage to some fencing, and quote was being arranged for the fence repairs which will be levied to the responsible party.
3. Apartment Sustainable Pilot program EOI – T Hicks discussed the EOI that has been submitted to ACT Government on behalf of Owners. An update will be provided once there is further details provided and if the application has been successful.
4. Fob Audit Update – S Minson provided an update to the committee, to date there had been a good response to the audit from residents. Approximately 60 unaccounted for fobs had been deactivated. It was noted there were still a number of residents who have not provided the requested details. Vantage are following up and issuing a deadline to provide access device details. Failure to provide these details by the final date will result in unaccounted for devices being removed from the system.
5. Carpet Cleaning – The committee discussed the proposals received and agreed to approve



Fairy Services for common area carpet cleaning. Vantage to arrange for a suitable date and provide notice to residents.

6. Window Cleaning – Those present discussed the window cleaning proposal, noting this also included several other cleaning and reporting options for general building, as well as height safety certification. It was agreed at this stage to proceed with the annual height safety certification, and the other items including general window and balustrade cleaning would be deferred until a later date.
7. Basement Cleaning – The committee discussed the proposals received for basement carpark cleaning and was agreed given other pending expenditure (insurance renewal), this item would be deferred until a later date.
8. Core Builders work onsite, and ingress issue Lot 222 – S Minson discussed the recent site meeting with Core, advising they were waiting on advice on completion of tiling repairs to common areas, and other identified damaged tiled paths leading to Northbourne Ave. Core to advise responsible party. Core Builders had advised there would be no further work to the common area gates closing off the courtyard areas. Vantage will arrange for a suitable contractor to repair the identified gates.

S Minson discussed the causation of the water ingress into Lot 222, it was understood this had been identified by Core, and that the works would be completed in the 'next couple of weeks', being directly coordinated with the property resident. Vantage seeking a date for these works.

9. Fire door 59 Dooring St common area – S Minson tabled the quotes received for the replacement of the weather affected fire door opening to the common area. Due to splitting in the door, it is necessary to replace the door like – for – like. It was agreed to replace the door including a weather protection installed on the outward facing panel to minimise further ongoing weather erosion in the future. Vantage to arrange nominated contractor to replace the identified fire door.
10. Pool Chlorinator – A recently identified issue with the pool was discussed, further information was being requested from the nominated contractor. S Minson advised they were waiting on advice and that the pool may need to be closed until the issue was resolved. Advice will be provided to the committee as soon as available.



5. NEXT MEETING

The next EC meeting was confirmed as 29 April.

6. MEETING CLOSE

There being no further business to discuss, the meeting closed at 6:24 PM.



DKSN No. 2', Level 4, Challis Street, Dickson



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ACN 602 359 282

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402

<u>Venue:</u>	Online via Microsoft Teams	
<u>Date:</u>	Tuesday, 29 th April 2025	
<u>Time:</u>	4:45pm	
<u>Present:</u>	T Hall	Lot 108
	J Stensrud	Lot 133
	C Wong	Lot 272
	T Hicks	Lot 281
	M Sanese	Lot 324
<u>Apologies:</u>	S Rai	Lot 296
<u>Attendees:</u>	S Minson	Senior Strata Manager, Vantage Strata
	S Riduan	Strata Manager, Vantage Strata

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

M Sanese (Lot 324) confirmed as Chairperson for the meeting. Attendees confirmed and quorum reached. No conflict of interest was noted. Apologies noted.

2. ADOPTION OF MINUTES

Minutes of the meeting of the Executive Committee 17 March 2025 were confirmed without amendment.



3. FINANCE UPDATE

S Minson provided a finance update for the committee, including the current position of the admin and sinking accounts at the close of the financial year. It was advised it will take roughly 2 weeks to do the internal accounts audit, at which time the external audit will commence. The final accounts will be provided to the committee once complete. It was noted one Lot Owner has been referred to an external credit agency for collection of overdue levies.

4. GENERAL BUSINESS

1. EOFY Roundup – The Committee reviewed the end-of-financial-year position, covering insurance costs, the approved budget, and current expenditure. It was noted that overall spending remains within budget. Upcoming payments include the insurance renewal due on 28 April, additionally, monthly cleaning costs, which include carpet cleaning, general cleaning and final quarter utilities will be factored into the final account figures.

Once all final invoices are received and taken into consideration, it is forecast that the overall budget remains in a solid position.

2. New draft budget discussion – S. Minson presented the draft budget for the upcoming financial year for the EC's consideration. One key focus was a potential increase in the insurance premium. It was noted this was being renewed now on 6 month terms and will need to be revisited later in the year. All other budget line items were reviewed and discussed, Vantage to make applicable edits as required and circulate to the EC for further review.

The proposed sinking fund expenditure budget was also discussed and agreed to use the proposed contribution and expenditure figures provided in the Sinking Fund Forecast Report.

S. Minson will review the most recent invoices and circulate the revised draft budget to the Committee for further feedback, ahead of finalising and including with the AGM agenda.

3. Proposed AGM date/agenda – It was recommended holding the AGM towards the end of June, which will allow sufficient time for the account audit to be completed.



4. Sustainable Apartment EOI update – T Hall (Lot 108) provided an update on the Sustainable Apartment (EOI), advising Mulberry had been selected to participate in the assessment program. A site inspection is expected to take place within the next couple of weeks, after which a stakeholder meeting will be held onsite for further assessment. The initiative aims to assess the building's electrical infrastructure capacity to support future upgrades such as electric vehicle (EV) charging and solar energy integration. The EC extended its appreciation to Vantage Strata for their support in coordinating and submitting the required documentation on behalf of the Owners Corporation.
5. Insurance quote and forward plan – The EC discussed the Defect Report prepared by Peak Consulting, noting several items required a resolution. The EC noted the importance of receiving a comprehensive update on the status of rectifications and an action plan to address any remaining issues. The report has been provided to the insurance underwriter who required a further update on planned remediation within the next 60 days.
Vantage to follow up the builder and provide updates to the EC and insurance underwriter on individual status of identified items in the report.

It was noted that only one insurance proposal was available at the time of the renewal, several underwriters were invited to submit a renewal proposal, however the majority were unable to submit due to the high BSI for the complex.

6. Security cameras for basement – Those present discussed the possibility of installing additional CCTV cameras at the garage entrance, Vantage to follow up quotes and present to the committee when available.
Previously received quotes (2023) were discussed, Vantage to request updated proposals for the committee's consideration.
M Sanese requested confirmation CCTV camera improvements were completed as requested in late 2024, S Minson to provide confirmation to the EC once they have also confirmed with the onsite building manager.

S. Minson will follow up with A Ireland (Building Manager) to confirm the status of the installations and assess any changes in security incident reports since the previous EC meeting.

5. NEXT EC MEETING



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Next EC meeting is to be confirmed.

6. MEETING CLOSURE

With no further business, the meeting closed at **6:07PM**.



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**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 15402
Mulberry
Dooring St 55-63, DICKSON, ACT, 2602**

VENUE: Microsoft Teams

DATE: 24th June 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee
3	Owner - E Fergusson
34	Owner - K Ng
58	Owner - S Chen
77	Owner - F Nadri
108	Owner - T Hall
133	Owner - J Stensrud
175	Owner - D Mazur & R Gaul
180	Owner - C Heaney
193	Owner - R Leon
221	Owner - I Cruz
272	Owner - C Wong
281	Owner - T Hicks
286	Owner - C Johnston
289	Owner - M Villaraza
292	Owner - Y Meng
296	Owner - S Rai

324	Owner - M Sanese
340	Owner - M Miladinovic
351	Owner - I Slatter
367	Owner - J Bee

APOLOGIES: N/A

PROXIES: N/A

ABSENTEE VOTES: 1. Lot 249

ADDITIONAL ATTENDEES:

Name	Description
S Minson	Senior Strata Manager - Vantage Strata
S Riduan	Strata Manager - Vantage Strata

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

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that M Sanese (Lot 324) be appointed as the chairperson of the meeting.*

MOTION CARRIED

The following absentee votes were accepted:

Absentee Votes: 1. Lot 249

No proxies were accepted.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

MOTION CARRIED

3. INSURANCE

Special resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

MOTION CARRIED

It was noted that disclosures regarding insurance commissions are included in the management agreement and the AGM pack. S Minson advised those present Vantage Strata was actively pursuing a business model that will no longer accept insurance commissions, further updates on this progression will be provided to the new committee when available.

4. AUDITED FINANCIALS

Ordinary resolution

*It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

MOTION CARRIED

5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 27/04/2025.*

MOTION CARRIED

6. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$1,135,558.00 plus GST for the period 28/04/2025 to 27/04/2026 be adopted.*

MOTION CARRIED

An owner raised a request for the Owners Corporation to consider whether administrative fund expenditure related solely to common property could be distributed equally among all units, rather than apportioned based on the unit entitlements.

Following discussion, it was agreed that this matter involves broader implications and would require further review. The issue will therefore be referred to the newly elected Executive Committee for detailed consideration and advice.

7. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$1,135,558.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 27/07/2025, 27/10/2025, 27/01/2026 and 27/04/2026.*

MOTION CARRIED

8. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$31,875.45 plus GST, for the period 28/04/2025 to 27/04/2026 be adopted.*

MOTION CARRIED

9. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of \$283,201.00 plus GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 28/04/2025 to 27/04/2026 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 27/07/2025, 27/10/2025, 27/01/2026 and 27/04/2026.*

MOTION CARRIED

10. INVESTMENT OF FUNDS - ACT

Submitted by Committee | Special resolution

*It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.*

MOTION CARRIED

Votes:

11. MAINTENANCE PLAN (Review)

Ordinary resolution

*It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.*

MOTION CARRIED

12. COMMON PROPERTY SAFETY REPORT - (Obtain)

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to: -*

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.*
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.*
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.*

MOTION CARRIED

It was clarified that any such report would be from an independent assessor, not a contractor with a conflict of interest.

13. FIRE SAFETY REVIEW

Owners raised several safety-related items, including fire sprinkler fittings in the garage and apartment doors. These were noted for further assessment by the fire contractor.

14. DEFECTS

The Committee confirmed that the builder, Core, is actively engaged in addressing the items in the building defect report. Progress is being tracked and updates are shared with the insurance underwriter. Owners were advised that a positive defect resolution trajectory could result in better insurance terms at future renewals. Additional concerns were raised regarding non-functional exterior strip lighting and recurring sprinkler cap dislodgements. These will be escalated during the upcoming site meeting with Core.

15. CONTRACTS

It was confirmed that no significant contracts are due for renewal in the next quarter. The Executive Committee will be provided with alternative quotes prior to contract expiry to ensure competitive engagement.

16. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

MOTION CARRIED

Votes:

Yes Votes - 20 / No Votes - 1 (Lot 249)

17. DELEGATIONS AND APPOINTMENTS

The delegation of administrative, financial, and secretarial functions to the strata manager, in line with the management agreement, was confirmed.

18. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

*It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.*

MOTION CARRIED

The nominations are as follow:

1. T Hall (Lot 108)
2. M Sanese (Lo 324)
3. C Wong (Lot 272)
4. S Rai (Lot 296)
5. C Johnson (Lot 286)
6. T Hicks (Lot 281)
7. F Nadri (Lot 77)

The meeting thanked outgoing committee members for their service.

19. GENERAL BUSINESS

Sustainable Apartments Pilot Programme: Lot 108 provided an update on participation in the ACT Government's pilot programme. The initiative includes a site review and future recommendations for embedded networks and energy efficiency.

Platform Transition to Resvu: Vantage Strata informed owners of an upcoming transition from BuildingLink to the new Resvu platform, with further updates and training to be provided. The EC was advised to ensure data migration from BuildingLink complies with privacy obligations.

Security Enhancements: \$40,000 has been budgeted to upgrade CCTV and enhance security measures, including potential upgrades to the waste room and basement areas.

20. MEETING CLOSURE

The meeting closed at 6:45PM.

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

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Administrative Fund

Approved Budget
(28/04/2025-27/04/2026)

Current Actual
(28/04/2024-27/04/2025)

Current Budget
(28/04/2024-27/04/2025)

Income

Insurance Claim Recoveries	\$0.00	\$18,044.03	\$0.00
Interest	\$0.00	\$1,928.92	\$0.00
Levy Income	\$1,135,558.00	\$1,055,519.24	\$1,055,527.52

Total Admin Fund Income

	\$1,135,558.00	\$1,075,492.19	\$1,055,527.52
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Expense

Audit Fees	\$3,600.00	\$3,430.00	\$3,500.00
BAS & Tax Preparation (I)	\$1,300.00	\$1,280.00	\$770.00
Bank Fees & Charges	\$0.00	\$(28.18)	\$0.00
Banking, Software & Infrastructure	\$401.00	\$400.78	\$400.00
Bin Cleaning	\$2,000.00	\$0.00	\$1,000.00
Bin Lifter / Hoist - Contract	\$1,500.00	\$6,222.50	\$1,500.00
BuildingLink	\$5,200.00	\$8,880.00	\$8,880.00
CCTV Repairs & Maintenance	\$1,000.00	\$240.00	\$1,000.00
Cleaning - Carpark	\$4,500.00	\$0.00	\$0.00
Cleaning - Carpets	\$3,000.00	\$0.00	\$3,000.00
Cleaning - Contract	\$123,000.00	\$121,102.12	\$140,000.00
Cleaning - General	\$2,700.00	\$2,693.87	\$0.00
Cleaning - Windows	\$25,000.00	\$0.00	\$25,000.00
Contingency	\$10,000.00	\$0.00	\$10,000.00
Contractor Compliance Fee	\$92.00	\$89.00	\$92.00
Electricity Usage	\$94,000.00	\$66,619.61	\$85,000.00
Fire - False Alarm Fees	\$1,700.00	\$0.00	\$1,700.00
Fire - Maintenance Contract	\$13,500.00	\$10,686.30	\$20,000.00
Fire - Monitoring	\$2,450.00	\$2,403.48	\$2,450.00
Fire - Passive Maintenance Contract (I)	\$3,500.00	\$0.00	\$3,500.00
Fire Services R&M and Replacement	\$10,000.00	\$7,744.00	\$15,000.00
Gardening - Contract	\$44,000.00	\$45,486.45	\$45,000.00
Gardening - Irrigation	\$1,500.00	\$1,156.83	\$1,500.00
Gardening - Plants and Trees	\$1,000.00	\$1,054.55	\$500.00
Gas Usage	\$10,000.00	\$8,998.12	\$15,500.00
Government Permits, Fees & Charges	\$55.00	\$51.82	\$0.00
Height Safety Certification	\$3,200.00	\$0.00	\$2,500.00
Hot Water Supply (I)	\$0.00	\$787.80	\$0.00
Insurance Excess Payments	\$5,000.00	\$0.00	\$5,000.00
Insurance Payouts	\$0.00	\$19,353.70	\$0.00
Insurance Premium	\$225,000.00	\$185,664.29	\$204,230.72
Keys, Fobs, Remotes & Swipes	\$200.00	\$0.00	\$200.00
Legal Fees - Defect Project (I)	\$8,500.00	\$1,140.00	\$8,500.00
Legal Fees Other	\$0.00	\$2,510.50	\$0.00
Lifts - Maintenance Contract	\$35,000.00	\$37,154.01	\$35,000.00
Lifts - Repairs & Maintenance	\$8,000.00	\$6,542.50	\$8,000.00

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Administrative Fund	Approved Budget (28/04/2025-27/04/2026)	Current Actual (28/04/2024-27/04/2025)	Current Budget (28/04/2024-27/04/2025)
Lodgement Fees (I)	\$160.00	\$156.36	\$0.00
Management Fees - Building Management	\$135,000.00	\$129,247.26	\$128,044.80
Management Fees - Schedule B Fees	\$500.00	\$400.91	\$160.00
Management Fees - Strata Management	\$147,500.00	\$140,597.25	\$140,600.00
Miscellaneous Expenses	\$0.00	\$134.38	\$1,000.00
Parcel Locker	\$4,000.00	\$3,780.00	\$4,500.00
Pool -Contract (I)	\$6,000.00	\$5,846.31	\$6,000.00
R&M - Buildings	\$0.00	\$47.67	\$0.00
R&M - Doors	\$2,000.00	\$(850.50)	\$3,000.00
R&M - Electrical	\$4,800.00	\$4,526.00	\$3,500.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$4,000.00	\$5,061.00	\$2,500.00
R&M - General	\$25,000.00	\$25,949.82	\$20,000.00
R&M - HVAC Contract (I)	\$2,500.00	\$1,732.80	\$2,500.00
R&M - Pest Control	\$4,500.00	\$0.00	\$4,500.00
R&M - Plumbing	\$2,500.00	\$1,901.12	\$2,500.00
R&M - Plumbing Maintenance Contract	\$5,500.00	\$4,229.02	\$5,500.00
R&M - TV & Broadband Infrastructure (I)	\$1,000.00	\$927.24	\$1,000.00
Reports - Defects Report	\$0.00	\$12,854.55	\$3,000.00
Reports - Insurance Valuation	\$3,000.00	\$0.00	\$0.00
Rubbish Removal	\$500.00	\$0.00	\$1,500.00
Security General	\$40,000.00	\$0.00	\$10,000.00
Security Repairs & Maintenance	\$1,000.00	\$780.00	\$1,000.00
Waste & Recycling Bins	\$1,200.00	\$1,101.64	\$1,000.00
Water Usage	\$95,000.00	\$109,410.41	\$65,000.00
Total Admin Fund Expense	\$1,135,558.00	\$989,497.29	\$1,055,527.52
TOTAL ADMIN LEVY INCOME	\$1,135,558.00	\$1,055,519.24	\$1,055,527.52
Increase/Reduce ADMIN FUND	\$0.00	\$0.00	\$0.00
ADD: ADMIN GST	\$113,555.80		\$105,552.75
TOTAL ADMIN BUDGET	\$1,249,113.80		\$1,161,080.27

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Sinking Fund

	Approved Budget (28/04/2025-27/04/2026)	Current Actual (28/04/2024-27/04/2025)	Current Budget (28/04/2024-27/04/2025)
Income			
Interest	\$0.00	\$438.83	\$0.00
Interest Investment Accounts (I)	\$0.00	\$5,367.40	\$0.00
Levy Income	\$283,201.00	\$243,649.08	\$243,649.00
Total Sinking Fund Income	\$283,201.00	\$249,455.31	\$243,649.00
Expense			
Bank Fees & Charges	\$0.00	\$0.83	\$0.00
Fire Services R&M and Replacement	\$7,177.27	\$10,512.00	\$5,238.90
Pool - R&M, Equipment and Servicing	\$1,418.18	\$0.00	\$1,484.10
R&M - Buildings	\$11,124.54	\$4,718.00	\$2,946.60
R&M - Doors	\$0.00	\$1,090.00	\$0.00
R&M - General	\$12,155.46	\$10,058.00	\$10,489.50
Total Sinking Fund Expense	\$31,875.45	\$26,378.83	\$20,159.10
TOTAL SINKING LEVY INCOME	\$283,201.00	\$243,649.08	\$243,649.00
ADD: SINKING GST	\$28,320.10		\$24,364.90
TOTAL SINKING BUDGET	\$311,521.10		\$268,013.90

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Budget Summary (28/04/2025-27/04/2026)

	Approved	1st Instalment 27/07/2025	2nd Instalment 27/10/2025	3rd Instalment 27/01/2026	4th Instalment 27/04/2026	TOTAL (28/04/2025-27/04/2026)
Administrative Fund	\$1,249,113.80	\$312,279.80	\$312,279.80	\$312,279.80	\$312,279.80	\$1,249,119.20
Sinking Fund	\$311,521.10	\$77,879.95	\$77,879.95	\$77,879.95	\$77,879.95	\$311,519.80
Contribution Schedule Total	\$1,560,634.90	\$390,159.75	\$390,159.75	\$390,159.75	\$390,159.75	\$1,560,639.00
Amount to Collect	\$1,560,634.90	\$390,159.75	\$390,159.75	\$390,159.75	\$390,159.75	\$1,560,639.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKS N No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Levy Adjustment Summary (28/04/2025-27/04/2026)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 10000	
Due Date	Levy Period	Admin	Sinking	Total
27/07/2025	28/04/2025 - 27/07/2025	\$31.23	\$7.79	\$39.02
27/10/2025	28/07/2025 - 27/10/2025	\$31.23	\$7.79	\$39.02
27/01/2026	28/10/2025 - 27/01/2026	\$31.23	\$7.79	\$39.02
27/04/2026	28/01/2026 - 27/04/2026	\$31.23	\$7.79	\$39.02
Financial Year Total per Units of Entitlement		\$124.91	\$31.15	\$156.06
Financial Year Aggregate		\$1,249,119.20	\$311,519.80	\$1,560,639.00
Approved Budget Amount		\$1,249,113.80	\$311,521.10	\$1,560,634.90
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
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Owner Summary (28/04/2025-27/04/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2025	2nd Instalment 27/10/2025	3rd Instalment 27/01/2026	4th Instalment 27/04/2026	TOTAL (28/04/2025-27/04/2026)
22	1, 8, 79, 80, 81, 82, 83, 84, 147, 170, 184, 188, 216, 250, 254, 257, 258, 264, 302, 305, 337					
	Admin	\$687.01	\$687.01	\$687.01	\$687.01	\$2,748.04
	Sinking	\$171.34	\$171.34	\$171.34	\$171.34	\$685.36
	Owner Total	\$858.35	\$858.35	\$858.35	\$858.35	\$3,433.40
24	2, 3, 9, 18, 19, 20, 21, 29, 33, 50, 96, 97, 98, 99, 100, 139, 140, 142, 143, 144, 145, 148, 149, 150, 151, 152, 153, 178, 183, 185, 186, 187, 190, 191, 193, 194, 195, 204, 229, 230, 231, 236, 237, 238, 259, 263, 266, 267, 273, 303, 310, 311, 314, 317, 345					
	Admin	\$749.49	\$749.49	\$749.49	\$749.49	\$2,997.96
	Sinking	\$186.91	\$186.91	\$186.91	\$186.91	\$747.64
	Owner Total	\$936.40	\$936.40	\$936.40	\$936.40	\$3,745.60
16	4, 6, 7, 23, 24, 25, 26, 27, 28, 31, 32, 141, 146, 192, 235, 306					
	Admin	\$499.64	\$499.64	\$499.64	\$499.64	\$1,998.56
	Sinking	\$124.61	\$124.61	\$124.61	\$124.61	\$498.44
	Owner Total	\$624.25	\$624.25	\$624.25	\$624.25	\$2,497.00
18	5, 11, 13, 39, 40, 41, 42, 43, 44, 154, 182, 200, 225, 227, 233, 239, 240, 246, 304, 307, 309, 321					
	Admin	\$562.12	\$562.12	\$562.12	\$562.12	\$2,248.48
	Sinking	\$140.18	\$140.18	\$140.18	\$140.18	\$560.72
	Owner Total	\$702.30	\$702.30	\$702.30	\$702.30	\$2,809.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

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Owner Summary (28/04/2025-27/04/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2025	2nd Instalment 27/10/2025	3rd Instalment 27/01/2026	4th Instalment 27/04/2026	TOTAL (28/04/2025-27/04/2026)
26	10, 12, 14, 15, 34, 35, 36, 37, 46, 47, 48, 49, 53, 70, 110, 111, 112, 155, 156, 157, 158, 159, 160, 161, 189, 198, 199, 201, 202, 203, 212, 226, 228, 232, 234, 242, 243, 244, 247, 268, 272, 275, 276, 282, 308, 312, 315, 318, 319, 320, 322, 325, 353					
	Admin	\$811.91	\$811.91	\$811.91	\$811.91	\$3,247.64
	Sinking	\$202.49	\$202.49	\$202.49	\$202.49	\$809.96
	Owner Total	\$1,014.40	\$1,014.40	\$1,014.40	\$1,014.40	\$4,057.60
20	16, 17, 30, 59, 60, 61, 62, 63, 64, 162, 196, 208, 241, 245, 248, 249, 255, 313, 329					
	Admin	\$624.54	\$624.54	\$624.54	\$624.54	\$2,498.16
	Sinking	\$155.76	\$155.76	\$155.76	\$155.76	\$623.04
	Owner Total	\$780.30	\$780.30	\$780.30	\$780.30	\$3,121.20
28	22, 51, 52, 54, 55, 56, 57, 66, 67, 68, 69, 73, 90, 120, 121, 122, 130, 131, 132, 163, 164, 165, 166, 167, 168, 169, 206, 207, 209, 210, 211, 220, 251, 252, 253, 256, 277, 281, 284, 285, 291, 293, 294, 300, 316, 323, 326, 327, 328, 330, 333, 361, 369					
	Admin	\$874.39	\$874.39	\$874.39	\$874.39	\$3,497.56
	Sinking	\$218.06	\$218.06	\$218.06	\$218.06	\$872.24
	Owner Total	\$1,092.45	\$1,092.45	\$1,092.45	\$1,092.45	\$4,369.80

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Owner Summary (28/04/2025-27/04/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2025	2nd Instalment 27/10/2025	3rd Instalment 27/01/2026	4th Instalment 27/04/2026	TOTAL (28/04/2025-27/04/2026)
30	38, 45, 71, 72, 74, 75, 76, 77, 86, 87, 88, 89, 93, 106, 171, 172, 173, 174, 175, 176, 177, 197, 205, 214, 215, 217, 218, 219, 224, 260, 261, 262, 265, 286, 290, 295, 299, 324, 331, 334, 335, 336, 338, 341					
	Admin	\$936.86	\$936.86	\$936.86	\$936.86	\$3,747.44
	Sinking	\$233.64	\$233.64	\$233.64	\$233.64	\$934.56
	Owner Total	\$1,170.50	\$1,170.50	\$1,170.50	\$1,170.50	\$4,682.00
32	58, 65, 91, 92, 95, 102, 103, 104, 105, 118, 181, 213, 222, 269, 270, 271, 274, 332, 339, 342, 343, 344, 346, 349					
	Admin	\$999.28	\$999.28	\$999.28	\$999.28	\$3,997.12
	Sinking	\$249.22	\$249.22	\$249.22	\$249.22	\$996.88
	Owner Total	\$1,248.50	\$1,248.50	\$1,248.50	\$1,248.50	\$4,994.00
34	78, 85, 107, 108, 114, 115, 116, 117, 127, 138, 221, 278, 279, 280, 283, 340, 347, 350, 351, 352, 354, 357, 362, 365					
	Admin	\$1,061.76	\$1,061.76	\$1,061.76	\$1,061.76	\$4,247.04
	Sinking	\$264.79	\$264.79	\$264.79	\$264.79	\$1,059.16
	Owner Total	\$1,326.55	\$1,326.55	\$1,326.55	\$1,326.55	\$5,306.20
36	94, 101, 109, 124, 125, 126, 128, 134, 135, 136, 137, 179, 180, 223, 287, 288, 289, 292, 296, 297, 298, 301, 348, 355, 356, 358, 359, 360, 363, 366, 367, 368, 370					
	Admin	\$1,124.18	\$1,124.18	\$1,124.18	\$1,124.18	\$4,496.72
	Sinking	\$280.37	\$280.37	\$280.37	\$280.37	\$1,121.48
	Owner Total	\$1,404.55	\$1,404.55	\$1,404.55	\$1,404.55	\$5,618.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

MULBERRY, 55-63 Dooring St DICKSON

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Owner Summary (28/04/2025-27/04/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 27/07/2025	2nd Instalment 27/10/2025	3rd Instalment 27/01/2026	4th Instalment 27/04/2026	TOTAL (28/04/2025-27/04/2026)
	Owner Total	\$1,404.55	\$1,404.55	\$1,404.55	\$1,404.55	\$5,618.20
38	113, 119, 129, 364					
	Admin	\$1,186.65	\$1,186.65	\$1,186.65	\$1,186.65	\$4,746.60
	Sinking	\$295.95	\$295.95	\$295.95	\$295.95	\$1,183.80
	Owner Total	\$1,482.60	\$1,482.60	\$1,482.60	\$1,482.60	\$5,930.40
40	123, 133					
	Admin	\$1,249.13	\$1,249.13	\$1,249.13	\$1,249.13	\$4,996.52
	Sinking	\$311.52	\$311.52	\$311.52	\$311.52	\$1,246.08
	Owner Total	\$1,560.65	\$1,560.65	\$1,560.65	\$1,560.65	\$6,242.60

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

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Contribution Summary (28/04/2025-27/04/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 8, 79, 80, 81, 82, 83, 84, 147, 170, 184, 188, 216, 250, 254, 257, 258, 264, 302, 305, 337	Contribution Schedule Owner Total	22	\$2,748.04 \$2,748.04	\$685.36 \$685.36	\$0.00 \$3,433.40
2, 3, 9, 18, 19, 20, 21, 29, 33, 50, 96, 97, 98, 99, 100, 139, 140, 142, 143, 144, 145, 148, 149, 150, 151, 152, 153, 178, 183, 185, 186, 187, 190, 191, 193, 194, 195, 204, 229, 230, 231, 236, 237, 238, 259, 263, 266, 267, 273, 303, 310, 311, 314, 317, 345	Contribution Schedule Owner Total	24	\$2,997.96 \$2,997.96	\$747.64 \$747.64	\$0.00 \$3,745.60
4, 6, 7, 23, 24, 25, 26, 27, 28, 31, 32, 141, 146, 192, 235, 306	Contribution Schedule Owner Total	16	\$1,998.56 \$1,998.56	\$498.44 \$498.44	\$0.00 \$2,497.00
5, 11, 13, 39, 40, 41, 42, 43, 44, 154, 182, 200, 225, 227, 233, 239, 240, 246, 304, 307, 309, 321	Contribution Schedule Owner Total	18	\$2,248.48 \$2,248.48	\$560.72 \$560.72	\$0.00 \$2,809.20
10, 12, 14, 15, 34, 35, 36, 37, 46, 47, 48, 49, 53, 70, 110, 111, 112, 155, 156, 157, 158, 159, 160, 161, 189, 198, 199, 201, 202, 203, 212, 226, 228, 232, 234, 242, 243, 244, 247, 268, 272, 275, 276, 282, 308, 312, 315, 318, 319, 320, 322, 325, 353	Contribution Schedule Owner Total	26	\$3,247.64 \$3,247.64	\$809.96 \$809.96	\$0.00 \$4,057.60
16, 17, 30, 59, 60, 61, 62, 63, 64, 162, 196, 208, 241, 245, 248, 249, 255, 313, 329	Contribution Schedule Owner Total	20	\$2,498.16 \$2,498.16	\$623.04 \$623.04	\$0.00 \$3,121.20
22, 51, 52, 54, 55, 56, 57, 66, 67, 68, 69, 73, 90, 120, 121, 122, 130, 131, 132, 163, 164, 165, 166, 167, 168, 169, 206, 207, 209, 210, 211, 220, 251, 252, 253, 256, 277, 281, 284, 285, 291, 293, 294, 300, 316, 323, 326, 327, 328, 330, 333, 361, 369	Contribution Schedule Owner Total	28	\$3,497.56 \$3,497.56	\$872.24 \$872.24	\$0.00 \$4,369.80
38, 45, 71, 72, 74, 75, 76, 77, 86, 87, 88, 89, 93, 106, 171, 172, 173, 174, 175, 176, 177, 197, 205, 214, 215, 217, 218, 219, 224, 260, 261, 262, 265, 286, 290, 295, 299, 324, 331, 334, 335, 336, 338, 341	Contribution Schedule Owner Total	30	\$3,747.44 \$3,747.44	\$934.56 \$934.56	\$0.00 \$4,682.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15402

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Contribution Summary (28/04/2025-27/04/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
58, 65, 91, 92, 95, 102, 103, 104, 105, 118, 181, 213, 222, 269, 270, 271, 274, 332, 339, 342, 343, 344, 346, 349	Contribution Schedule	32	\$3,997.12	\$996.88	\$0.00
	Owner Total		\$3,997.12	\$996.88	\$4,994.00
78, 85, 107, 108, 114, 115, 116, 117, 127, 138, 221, 278, 279, 280, 283, 340, 347, 350, 351, 352, 354, 357, 362, 365	Contribution Schedule	34	\$4,247.04	\$1,059.16	\$0.00
	Owner Total		\$4,247.04	\$1,059.16	\$5,306.20
94, 101, 109, 124, 125, 126, 128, 134, 135, 136, 137, 179, 180, 223, 287, 288, 289, 292, 296, 297, 298, 301, 348, 355, 356, 358, 359, 360, 363, 366, 367, 368, 370	Contribution Schedule	36	\$4,496.72	\$1,121.48	\$0.00
	Owner Total		\$4,496.72	\$1,121.48	\$5,618.20
113, 119, 129, 364	Contribution Schedule	38	\$4,746.60	\$1,183.80	\$0.00
	Owner Total		\$4,746.60	\$1,183.80	\$5,930.40
123, 133	Contribution Schedule	40	\$4,996.52	\$1,246.08	\$0.00
	Owner Total		\$4,996.52	\$1,246.08	\$6,242.60
	Overall Total		\$1,249,119.20	\$311,519.80	\$1,560,639.00

Schedule	UOE
Contribution Schedule	10000

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15402

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 24th June 2025

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
24 th June 2025	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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO. 15402
'Mulberry'**

<u>Venue:</u>	Online via Microsoft Teams		
<u>Date:</u>	Tuesday, 12 August 2025		
<u>Time:</u>	5:00PM		
Present:	F Nadri	(Lot 77)	
	T Hall	(Lot 108)	
	C Wong	(Lot 272)	
	S Rai	(Lot 296)	
	M Sanese	(Lot 324)	
Apologies:	T Hicks	(Lot 281)	
	C Johnston	(Lot 286)	
Attendees:	S Minson	Senior Strata Manager	Vantage Strata
	B Goodlace	Trainee Strata Manager	Vantage Strata
	S Riduan	Strata Manager	Vantage Strata

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

Quorum was confirmed and the meeting commenced, with S Rai (Lot 296) appointed as Chairperson. No conflicts of interest were declared.

Apologies were noted from T Hicks (Lot 281) and C Johnston (Lot 286).

The following office bearers were elected without objection:

Chairperson – S Rai (Lot 296)

Treasurer – F Nadri (Lot 77)

Secretary – T Hall (Lot 108)

2. ADOPTION OF MINUTES

It was resolved that the minutes of the previous EC Meeting of 16 July were adopted.

3. FINANCE

S Minson provided a financial update following the AGM, confirming solid cash positions in both the administrative and sinking funds. Current arrears reflect recent levy due dates, with minimal balances in the 30–60-day category. These are expected to reduce over the coming weeks. One long-standing arrears case is under management by an external credit agency. No immediate concerns were raised.

4. GENERAL BUSINESS

1. Building Defect Report

S Minson provided an update on the building defect report issued to Core Building. Despite ongoing delays, a site inspection with Core has been confirmed for 15 August 2025. S Minson will update the committee after this site meeting, and next steps in dealing with identified items in the report.

2. Sustainable Apartments Pilot Program

The EC discussed the status of the Sustainable Apartments Pilot Program. T Hall confirmed that no formal updates had been received following an email sent earlier in the week requesting clarification on the project timeline and next steps. It was acknowledged that participation in the program was a valuable opportunity for the complex, and the initiative will continue to be monitored by the Committee. For the benefit of new members,

T Hall provided a brief overview of prior engagement and the expected forthcoming steps based on earlier discussions.

5. OTHER BUSINESS

1. Security

The EC was informed of a recent incident involving unauthorised access to an external common property room onsite. The Building Manager reviewed CCTV footage and subsequently installed a striker plate to secure the door and minimise further issues.

It was noted that fencing on the adjacent building site had recently been moved, and Vantage had requested Art Group remove accumulated hard waste in the area, including abandoned furniture.

2. Traffic Flow

The EC was advised that no formal discussions have yet taken place regarding potential impacts to traffic flow arising from the new building development nearby. Vantage confirmed it will maintain oversight of the matter and provide updates to the EC as further information becomes available.

3. Insurance Renewal

The next insurance renewal was discussed, S Minson to arrange a cash flow projection report for the committee to assist with the renewal discussion and mapping out a 12 month renewal at the appropriate time.

6. NEXT MEETING AND MEETING SCHEDULE

Next EC meeting is expected to take place Wednesday, 8th October 2025.



7. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 5:55 PM.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO. 15402
‘Mulberry’

Venue: Online via Microsoft Teams

Date: Wednesday, 8th October 2025

Time: 5:00 PM

Present:

F Nadri	(Lot 77)
T Hall	(Lot 108)
T Hicks	(Lot 281)
S Rai	(Lot 296)
M Sanese	(Lot 324)

Apologies: C Wong (Lot 272)

Attendees:	S Minson	Senior Strata Manager	Vantage Strata
	S Riduan	Strata Manager	Vantage Strata

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

Quorum was confirmed and the meeting commenced at 5:05 PM, with S Rai (Lot 296) noted as Chairperson, the meeting facilitated by S Minson. No conflicts of interest were declared.

It was noted C Johnston (Lot 286) had resigned from the committee prior to the meeting.

Apologies were noted from C Wong (Lot 272)

2. ADOPTION OF MINUTES

It was resolved that the minutes of the previous EC Meeting dated 12th August 2025 were adopted.

3. FINANCE

S Minson provided a financial update for those present, noting the admin cash position was in a solid position, and tracking well for the upcoming annual insurance renewal due end of October 2025. The arrears position was also discussed, with one lot owner outside of 120 days overdue and has been referred to third party collection agency for recovery.

It was also noted the sinking fund term deposit had been renewed for a further 6 months.

4. GENERAL BUSINESS

1. Security Update

EC noted that the garage door closing time has been reduced from 14 seconds to 8 seconds as part of the security enhancements for the complex.

EC also reviewed the proposed CCTV and security system upgrades. It was noted that the current received proposal included upgrading to an enterprise-level NVR to increase system capacity and install additional high-resolution cameras with strobe functionality at key entry points. S Rai reported on technical findings from a recent review with the building manager.

EC agreed to proceed with the proposed security upgrade.

It was noted security striker plates had been installed on all external lobby and fire doors at the complex. Wi-Fi capabilities for the basement carpark are still being explored.

2. Insurance Renewal

S Minson provided further details of the insurance renewal due late October, advising one proposal had been received to date, an additional proposal was being finalized to provide to the committee for consideration ahead of the renewal date.

3. Sustainable Pilot Program

T Hall provided an update to those present; advising there had been no further details provided by the consultant at this stage, The report was expected to be completed by the end of 2025. Once received, the committee will review the findings and advice provided in the report for future considerations.

4. Mailbox Relocation

The committee discussed the possibility of relocating the mailboxes to the inside of the complex, the lobbies to be explored if feasible from a design and size perspective.

S Minson recommended reaching out to the developer to discuss if there are specific design and location requirements that were part of the original development approval, and to also contact Australia Post to see what is feasible.

It was noted the replacement of the damaged mailboxes was cost prohibitive, however remained individual owner responsibility to make any necessary repairs to damaged mailboxes.

5. Lobby sliding doors at main access points – for discussion (S Rai)

S Rai discussed the potential future consideration of upgrading manual hinged glass doors to automated sliding doors on the ground floor and common access points. It was suggested that such upgrades would improve accessibility for residents with mobility limitations and enhance security by ensuring doors are not inadvertently left open. EC acknowledged the suggestion for long-term planning.

It was noted that recent security upgrades, including striker plate improvements, have already been implemented.

6. Review of common building costs as equal share instead of UOE (raised in AGM – S Rai)

S Rai discussed the concept of apportioning certain common building costs on an equal-share basis, as raised at the previous AGM. S Rai presented a concept to consider allocating selected equal-benefit expenses equally among lots rather than by Unit of Entitlement (UOE). EC discussed the practicalities and broader industry practices, noting that any such change would likely require expert input, and formal approval by special resolution at a general meeting. It was agreed that S Rai would draft a scoped discussion paper outlining potential cost categories for further review and provide to the committee for discussion.

T Hicks (Lot 281) and T Hall (Lot 108) opposed considering further action on changes to owners costs for the complex.

C Wong (Lot 272) provided advice prior to the meeting they were opposed to further action on changes to the owners costs for the complex.

5. NEXT MEETING AND MEETING SCHEDULE

Next EC meeting is expected to take place on Tuesday, 18th November 2025.

6. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 6:42 PM.



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 15402 'Mulberry'

Venue: Online via Microsoft Teams

Date: Monday, 17 November 2025

Time: 5:30PM

Attendees: F Nadri (Lot 77)
T Hicks (Lot 281)
M Sanese (Lot 324)
C Wong (Lot 272)

Apologies: S Rai (Lot 296)
T Hall (Lot 108)

Additional S Minson Senior Strata Manager Vantage Strata

Attendees: S Riduan Strata Manager Vantage Strata

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

Quorum was confirmed and the meeting commenced, 5:33pm with F Nadri (Lot 77) appointed as Chairperson for the meeting. No conflicts of interest were declared.

Apologies were noted from S Rai (Lot 296) & T Hall (Lot 108).

2. ADOPTION OF MINUTES

It was resolved that the minutes of the previous Executive Committee Meeting held on 8th October 2025 were adopted.

3. FINANCE

S Minson delivered a detailed financial update. The insurance premium for the 12-month policy has been paid within the past fortnight, representing the largest annual expense. It was anticipated that administration expenditure will be monitored closely through the next levy installment in January 2026. It was noted the current arrears position was higher than usual and will also be monitored by Vantage.

The sinking fund remains in a healthy position, supported by a term deposit earning stable interest. S Minson advised that December–January is typically a quieter operational period, which should support cashflow stability. A review of the term deposit will be undertaken upon its maturity in early 2026.

4. GENERAL BUSINESS

1. Insurance Wrap Up

It was noted the insurance premium for the 12-month policy has been recently renewed as agreed by the committee, the new Certificate of Currency has been provided.

2. Vantage management agreement proposal

The committee discussed the recent management proposal that had been put forward, this related to one consolidated 'fee for service', that included the removal of insurance commissions. Vantage Strata as a business is transitioning toward a consolidated fee model that did not include insurance commissions in the future. The committee agreed to await further details, noting S Rai (Lot 296) had indicated they were currently reviewing the proposal and were not able to attend the EC meeting.

3. Installation of security cameras (as approved)

The committee confirmed that the previously approved security camera upgrades would proceed pending an improvement of the budget position after the recent insurance renewal. Vantage to confirm with the nominated contractor on the timing of the approved installation, which may be toward the end of January 2026.

4. Mailbox relocation options

The committee discussed the potential relocation of mailboxes to internal building lobbies, which would assist with making these more secure. Vantage will continue enquiries with the ACT Planning Directorate and Australia Post, to confirm regulatory requirements, including whether a Development Application is necessary. The committee noted several logistical considerations, such as the presence of multiple street addresses and postal service access constraints. Vantage to further investigate feasibility and present a clear recommendation once all relevant information has been obtained on what is permissible in the first instance, and secondly a fee estimate if the relocation was to go ahead.

5. Supa energy proposal vs Origin Energy

The committee considered the proposal to transition from Origin Energy's embedded network to SUPA Energy. While the committee expressed interest in exploring the option, it resolved to await the outcomes of the Sustainable Pilot Apartments Program before making a final determination. The committee supports arranging a briefing session with SUPA Energy and, where feasible, a joint discussion with the comparative site referenced in the proposal to gain insight into their operational experience.

6. Strata manager

S Minson advised the committee that Teagan Brisset will resume day to day management of Mulberry following their return from leave. A transition period will occur, during which both managers will collaborate to ensure a smooth transition. The committee thanked S Minson for their contributions and ongoing support throughout the interim period. A formal update outlining the transition arrangements will be issued to the committee soon.

5. NEXT MEETING AND MEETING SCHEDULE

Next EC meeting is expected to take place on February 2026, subject to availability and confirmation with the returning manager.

6. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 6:11 PM.



ACT
PROPERTY
INSPECTIONS

g05/59 Dooring Street,
Dickson ACT 2602

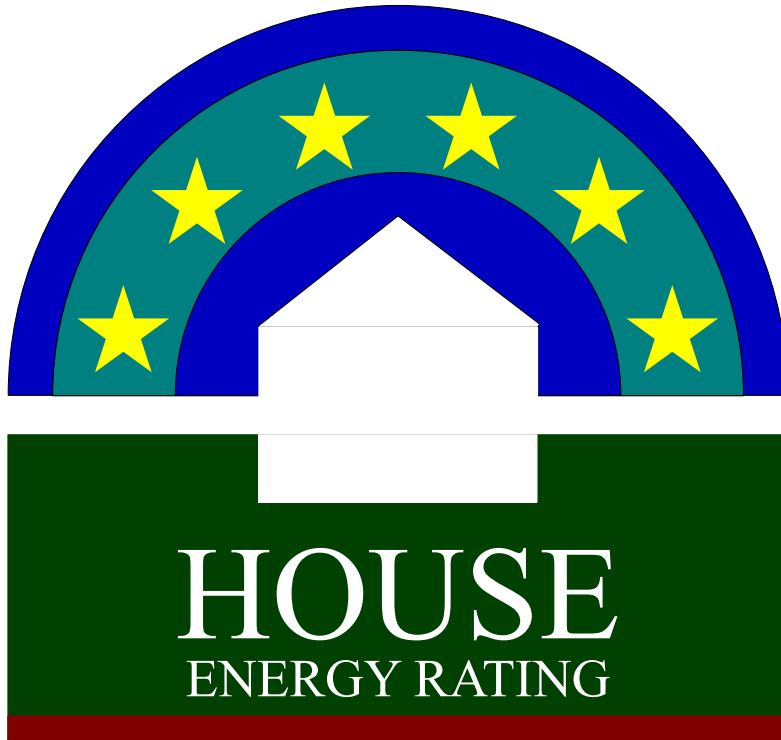
Report prepared: Thursday, June 25th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 32 POINTS**

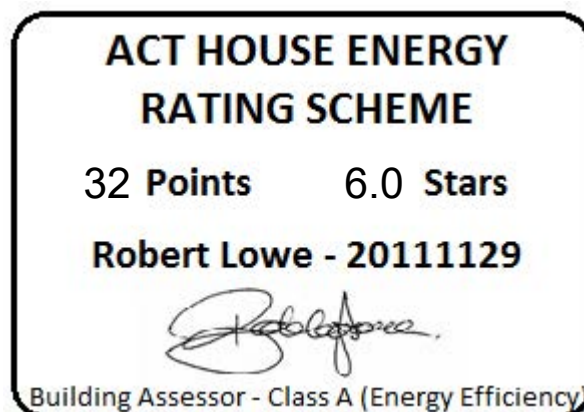
Name: Diskordia

Ref No: 70183

House Title: Unit 143 Block 4 Section 12 DICKSON

Date: 25-06-2026

Address: g05/59 Dooring Street, Dickson ACT 2602



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	32											
Potential	32											

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
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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	32	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 15 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	38	★★★★★★
2. South East	32	★★★★★★
3. South	30	★★★★★★
4. South West	30	★★★★★★
5. West	35	★★★★★★
6. North West	43	★★★★★★
7. North	48	★★★★★★
8. North East	45	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 143 Block 4 Section 12 DICKSON, g05/59 Dooring Street, Dickson ACT 2602,

Assessor's Name:

Net Conditioned Floor Area: 74.6 m²

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	116	Insulation:	-102			
WALL				5	-2	2
Surface Area:	1	Insulation:	4	Mass:	-3	
FLOOR				10	-3	8
Surface Area:	0	Insulation:	6	Mass:	2	
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	48 %			
Exhaust Fans	33 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	19 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-20	-4	-24
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	15	20%	-29	11	-3	-22
SSW	1	2%	-3	1	0	-2
Total	17	22%	-32	12	-4	-24

* 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 1 point

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			18	-9	32*

* includes 23 points from Area Adjustment

Detailed House Data

House Details

ClientName	Diskordia
HouseTitle	Unit 143 Block 4 Section 12 DICKSON
StreetAddress	g05/59 Dooring Street, Dickson ACT 2602
FileCreated	25-06-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	Yes	Carp	R1.0	22.0m ²
2	Suspended Slab	Enclosed	No	No	Yes	Float Timb	R1.0	44.0m ²
3	Suspended Slab	Enclosed	No	No	Yes	Tiles	R1.0	12.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	12.8m	2.4m
2	Brick Veneer	No	R2.0	6.0m	2.4m
3	Weatherboard	No	R0.5	3.3m	2.4m
4	Weatherboard	Yes	R0.0	15.5m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	78.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.3m	2.0m	No	DG	ALIMPR	HB	No	1.4m	1.4m	0.0m
2	ESE	2.3m	2.7m	No	DG	ALIMPR	HB	No	1.4m	1.4m	0.0m
3	SSW	2.3m	0.5m	No	DG	ALIMPR	HB	No	2.8m	2.8m	0.0m
4	ESE	2.3m	1.9m	No	DG	ALIMPR	HB	No	3.5m	3.5m	0.0m
5	SSW	0.5m	0.5m	No	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	2.3m	2.0m	0.0m	0.0m	0.0m	0.0m	1.6m	0.2m	0.0m	0.0m
2	ESE	2.3m	2.7m	0.0m	0.0m	0.0m	0.0m	1.6m	3.5m	2.5m	3.6m
3	SSW	2.3m	0.5m	2.5m	2.8m	4.1m	-2.5m	0.0m	0.0m	2.8m	1.0m
4	ESE	2.3m	1.9m	0.0m	0.0m	0.0m	0.0m	2.2m	0.5m	5.0m	0.2m

Zoning Details

Is there Cross Flow Ventilation ?	Average
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

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

Linda Katherine Diskordia
g05/59 Dooring St
DICKSON ACT 2602
AUSTRALIA

Invoice Date
15 May 2026

Invoice Number
INV-70183

Reference
g05/59 Dooring St, Dickson
ACT 2602, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	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: 2 Jul 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Linda Katherine Diskordia
g05/59 Dooring St
DICKSON ACT 2602
AUSTRALIA

Payment Date
22 May 2026

Sent Date
25 May 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
15 May 2026	INV-70183	Payment - INV-70183 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

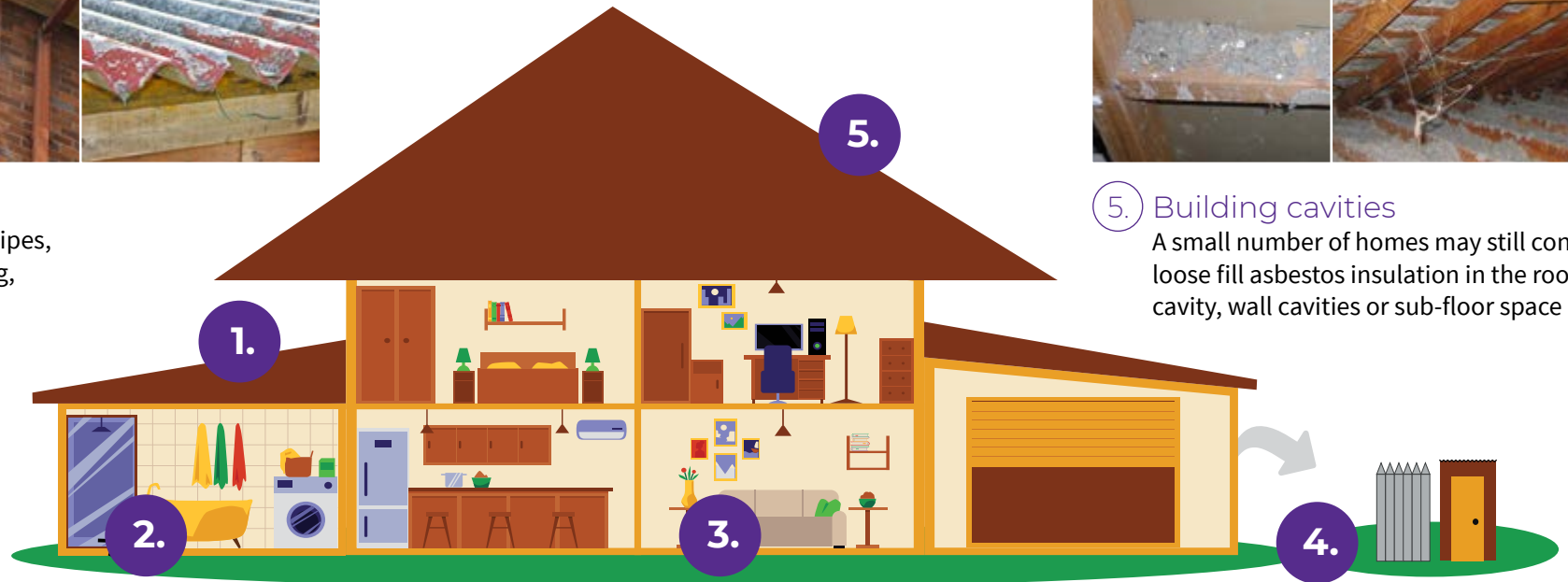
For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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.

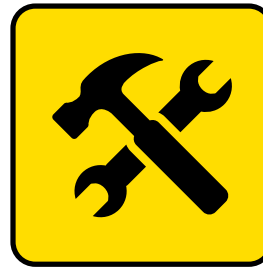
Asbestos materials become dangerous when:



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.