

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit 6	UP No. 3632	Block 25	Section 41	Division/District Mawson
	and known as 6/25 MacRobertson Street, Mawson ACT 2607					
Seller	Full name	Hannah Margaret Caskie				
	ACN/ABN					
	Address	6/25 MacRobertson Street, Mawson ACT 2607				
Seller Solicitor	Firm	Westbourne Legal				
	Email	c.painter@westbourne.legal / r.smith@westbourne.legal				
	Phone	02 6189 5888	Ref: RS:CP: 24-1060			
	DX/Address	3/18 Bentham Street, Yarralumla ACT 2600 / PO Box 7017, Yarralumla ACT 2600				
Stakeholder	Name	Maloney's Property				
Seller Agent	Firm	Maloney's Property				
	Email	pmaloney@maloneys.com.au				
	Phone	02 6232 0100	Ref: Peter Maloney			
	DX/Address	Cnr Giles St & The Griffin, Jardine Street, Kingston ACT 2604				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, fixed window coverings, light fittings, dishwasher, dryer, garage remotes as inspected				
Date for Registration of Units Plan						
Date for Completion						
On or before 30 days from the Date of this Contract						
Electronic Transaction?						
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted?						
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Potential residential land?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No <input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No <input type="checkbox"/> 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		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> 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).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☒ Units Plan concerning the Property
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☒ Section 119 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 Unit where the Units Plan has not registered:

- ☐ Proposed Units Plans or sketch plan
- ☐ Inclusions list
- ☐ The Default Rules
- ☐ Details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- ☐ The Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- ☐ If a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement
- ☐ Disclosure Statement

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0.00% per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660.00 (GST inclusive)

Tenancy Summary

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

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

Name	Civium Strata	Phone	1300 724 256
Address	3 Lonsdale St, Braddon ACT 2612		

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?	<input type="checkbox"/> No	<input type="checkbox"/> 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 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 Unit has the meaning in the Unit Titles Act; 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 *Civil Law (Property) Act 2006* (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;

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 and Development Act 2007* (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;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 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 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management 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 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;
- 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 unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 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.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the

Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

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

- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges,

provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.

- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

- 9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

- 9.2.2 completed the tenancy summary on page 2 of this Contract.

- 9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:

- (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
- (b) if applicable, the Seller has complied with the Residential Tenancies Act;
- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

- (i) the Prescribed Terms; and
- (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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. 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
 - 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.

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 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

* Alter as necessary

** Alter as necessary

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;

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.

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; 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 materially 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. Section 119 Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.

37. Unregistered Units Plan

- 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 Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of this Contract:

37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

(b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 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; and

37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if 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 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under clause 38.1 must be given:

38.2.1 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

38.2.2 in any other case — not later than 14 days after the later of the following happens:

(a) the Date of this Contract;

(b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels 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 or 33.3.1 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.

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.

- 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.

* Alter as necessary

SPECIAL CONDITIONS

1. General

- (a) Each provision of this Contract that confers rights or imposes obligations on any party which continue after Completion shall not merge on Completion.
- (b) If there is any inconsistency between the printed form of this Contract and these special conditions, these special conditions shall prevail.
- (c) Neither the Buyer nor the Seller will make any objections, requisitions or claim or delay Completion or rescind or terminate this Contract in respect of the matters raised in this Special Condition.

2. Interpretation

- (a) In this Contract:
 - i. headings are for convenience only and do not affect interpretation; and
 - ii. unless the context indicates a contrary intention:

the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender; and

each provision of this Contract will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.
- (b) This Contract is governed by and will be construed according to the laws of the Australian Capital Territory.

3. Required Documents

- (a) The Buyer acknowledges that it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- (b) The Buyer certifies it has received the required Documents.
- (c) The Buyer agrees not to:
 - i. Raise any objection or Requisition,
 - ii. Make any claim for compensation or damages,
 - iii. Delay completion, or
 - iv. 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 *Civil Law (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.

4. Lockdown Period

- (a) In this clause, "Lockdown" means when any of the following is closed in accordance with any direction by a Government Department or Authority or company policy:

- (i) The ACT Law Society settlements room;
 - (ii) The bank or financial institution of the Seller or Buyer from whom the Seller must obtain a discharge of mortgage and the Buyer must obtain funding to complete this Contract;
 - (iii) The ACT Land Titles Office; and
 - (iv) the ACT Revenue Office.
- (b) In the event that Completion is unable to occur on the date for Completion due to a lockdown in the ACT caused by the COVID19 pandemic ("the Lockdown period") and Completion is not effected on the date for completion, then the date for Completion is extended to the 5th business day after the date the Lockdown period ends (**Resumption Date**).
- (c) Despite clause 26 of the Contract, in the event that a party serves the other party to this Contract with a Notice to Complete during the Lockdown Period, service of that Notice is deemed effected on the Resumption Date.
- (d) In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires within the Lockdown Period, then the date of expiration of that Notice is extended to the Resumption Date.
- (e) In the event that the Buyer or the Seller is liable to pay damages pursuant to Clause 22 of this Contract, no damages will be payable by either party for any day commencing from the start of the Lockdown period to the Resumption Date inclusive.
-

5. Improvements

- (a) The Seller is not required to deliver on completion any Certificates of Fitness for Occupancy and Use in relation to the Improvements other than such certificate/s now in possession of the Seller.
- (b) 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 by the Property Act the Buyer may make no objection, requisition or claim for compensation in respect of the:
- (i) state of repair of the Improvements;
 - (ii) condition of the Improvements; and
 - (iii) any defect or uncertified Improvements.
- (c) The Buyer will not be entitled to rescind this Contract and will make no requisition or claim for compensation in respect of:
- (i) any encroachment by the Improvements on neighbouring land;
 - (ii) any encroachment onto the Land by any Improvements, buildings or structures erected on any neighbouring land;
 - (iii) any breach of covenant of the Crown Lease including where the breach arises out of the existence of an unapproved structure.
-

6. Adjustments

If Completion does not occur on or before the Date for Completion otherwise than due to the fault or delay of the Seller, the adjustment of Land Charges, other than income under Clause 8.1.1, will be adjusted from the Date for Completion rather than on Completion.

7. 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.

8. DEFT Auction Pay

- (a)** Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b)** This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c)** If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of the Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

11. Deposit by BPay

- (a)** Subject to agreement with the Stakeholder, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using BPay.
- (b)** This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using BPay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c)** If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of the Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

9. Payment of Deposit by Bond or Guarantee

- (a)** In this Contract the word "Guarantee" means respectively the Deposit Power Bond or Guarantee or Bank Guarantee issued to the Seller at the request of the Buyer by an Insurance Company or by a Bank ("the Guarantor") and in and to the effect of the form annexed to this Contract.
- (b)** Subject to paragraphs (c) and (d) below, the delivery of the Guarantee, upon or before the making of this Contract, to the Seller Solicitor shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the Deposit in accordance with this Contract.

- (c) The Buyer shall pay the amount stipulated in the Guarantee to the Seller in cash or by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the Guarantor under the Guarantee, the Buyer shall forthwith pay the Deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the Deposit.
- (e) The Seller acknowledges that payment by the Guarantor under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.
- (f) If the Guarantor is placed under external administration of any nature before the Date for Completion, or if the Guarantee expires before the Date for Completion, the Buyer must within 24 hours secure the Deposit to the Seller by either:
 - (i) providing a replacement Guarantee by another Guarantee provider reasonably acceptable to the Seller, or
 - (ii) payment of the Deposit in accordance with Clause 2.1,
 and 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.
- (g) As the Seller has agreed to the Buyer's payment of the Deposit by Guarantee in lieu of cash or cheque the Seller will not provide a bank cheque allowance on Completion for any bank cheque drawn to the Stakeholder in payment of their commission, which would have been paid from the Deposit had the Deposit been paid by cash or cheque to the Stakeholder.

10. Guarantee by Covenantor

- (a) This condition applies if the Buyer is a proprietary company.
- (b) For the purposes of this Contract "Covenantor" means the directors of, and those holding shares in the capital of, the Buyer. The obligations of those who comprise the Covenantor will be joint and several.
- (c) In consideration of the Seller at the request of the Covenantor entering into this Contract, the Covenantor:
 - (i) covenants with the Seller that the Covenantor will be with the Buyer jointly and severally liable to the Seller for the due performance of all the terms and conditions on the part of the Buyer contained in this Contract; and
 - (ii) guarantees to the Seller the due and punctual payment of all moneys payable by the Buyer under this Contract and the due performance of all the terms and conditions on the part of the Buyer contained in this Contract.
- (d) If for any reason this Contract is non enforceable by the Seller against the Buyer in whole or in part the Covenantor will indemnify the Seller against all loss, including all moneys which would have been payable to or recoverable from the Buyer had this Contract been fully enforceable against the Buyer.
- (e) Notice to the Buyer is deemed to be notice to the Covenantor.

.....
Signature of Covenantor

.....
Name of Covenantor

.....
Signature of Covenantor

.....
Name of Covenantor

Volume 1973 Folio 26 Edition 4

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 41 Block 25 on Deposited Plan 10657 with 12 units on Unit Plan 3632

Unit 6 (Class A) entitlement 78 of 1000, 2 subsidiaries

Lease commenced on 23/06/2011, terminating on 12/12/2066

Proprietor

HANNAH MARGARET CASKIE

6/25 MACROBERTSON STREET, MAWSON ACT 2607

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
31/03/2021	3066539	Mortgage to Commonwealth Bank of Australia (ACN: 123 123 124)

End of interests

Volume 1973 Folio 20 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 41 Block 25 on Deposited Plan 10657 with 12 units on Unit Plan 3632

Lease commenced on 23/06/2011, terminating on 12/12/2066

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3632

Independent Body Corporate - 91 Northbourne Avenue, Turner ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
31/10/2011	1769141	Application to Note Special Resolution - Refer Instrument
27/09/2012	1822219	Application to Note Special Resolution - Refer Instrument

End of interests

SRI179 FD
ACTGSO Plan
CM1037

100°28'40"
27.79

PEG GONE
79°30' 1.83
FR GIP FD
DPI1962

169°29'30" 62.32 BY ME
169°30'00" 62.325 PO

79°30'
FD
DPI1962

174°28'10" 55.45 BY ME
174°27'55" 55.125 PO

PEG GONE
CB FD
DPI1962

35°05' PO
35°07' BY ME

179°21'50"
33.57 PO
33.545 BY ME

PEG GONE
CB FD
DPI1962

WILKINS

35°05'00" 94.42 BY ME
35°05'30" 94.37 PO

PEG GONE
70°47' 1.83
FR GIP FD
DPI1875

SRI178 FD
ACTGSO Plan
CM1037

REFERENCE MARKS

- Denotes GIP in road 1.83 radii from TP
- CB " " 1.83 " " TP
- PLAQUE IN KERB
- DEEP DRIVEN ROD
- DH&W IN KERB
- (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
Field Books:
SURVEYORS REFERENCE: III25_DP01_B

I, DANIEL ROWSELL
of CLARKE & DI PAULI Pty Ltd QUEANBEYAN
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in accordance
with the Surveyors Practice Directions and was completed on 24/11/2009

(Signature) Daniel Rowsell 10-12-09
Surveyor, registered under the Surveyors Act 2007.

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

14-12-2009
ACT Chief Surveyor

PLAN OF
BLOCK 25 SECTION 41
BEING A CONSOLIDATION OF
BLOCKS 11 & 12 SECTION 41

DIVISION: MAWSON
DISTRICT: WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500

0 5 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the Eleventh
day of March 2010 at — minutes
past three o'clock in the after noon.

Approved Brett Phillips
Registrar-General

DEPOSITED PLAN

10657
AMENDS DPI1962

DIAGRAM
NOT TO SCALE

41
10
DPI1962

41
25
2163m²

MACROBERTSON

SHACKLETON

CIRCUIT

STREET

41
10
DPI1962

41
25
2163m²
DPI1962

42
DPI1963

41
13
DPI1962

44
DPI1875

(D) PROPOSED DRAINAGE SERVICE EASEMENT 2.44 WIDE

(S&E) PROPOSED SEWERAGE & ELECTRIC SUPPLY SERVICE EASEMENT 2.44 WIDE

PEG GONE
COR NOT MKD
INACCESSIBLE
FR GIP
32°2'48" 1225

PEG GONE
COR NOT MKD
INACCESSIBLE
FR GIP
32°2'48" 1225

PEG GONE
COR NOT MKD
INACCESSIBLE
FR GIP
32°2'48" 1225

PEG GONE
COR NOT MKD
INACCESSIBLE
FR GIP
32°2'48" 1225

PEG GONE
COR NOT MKD
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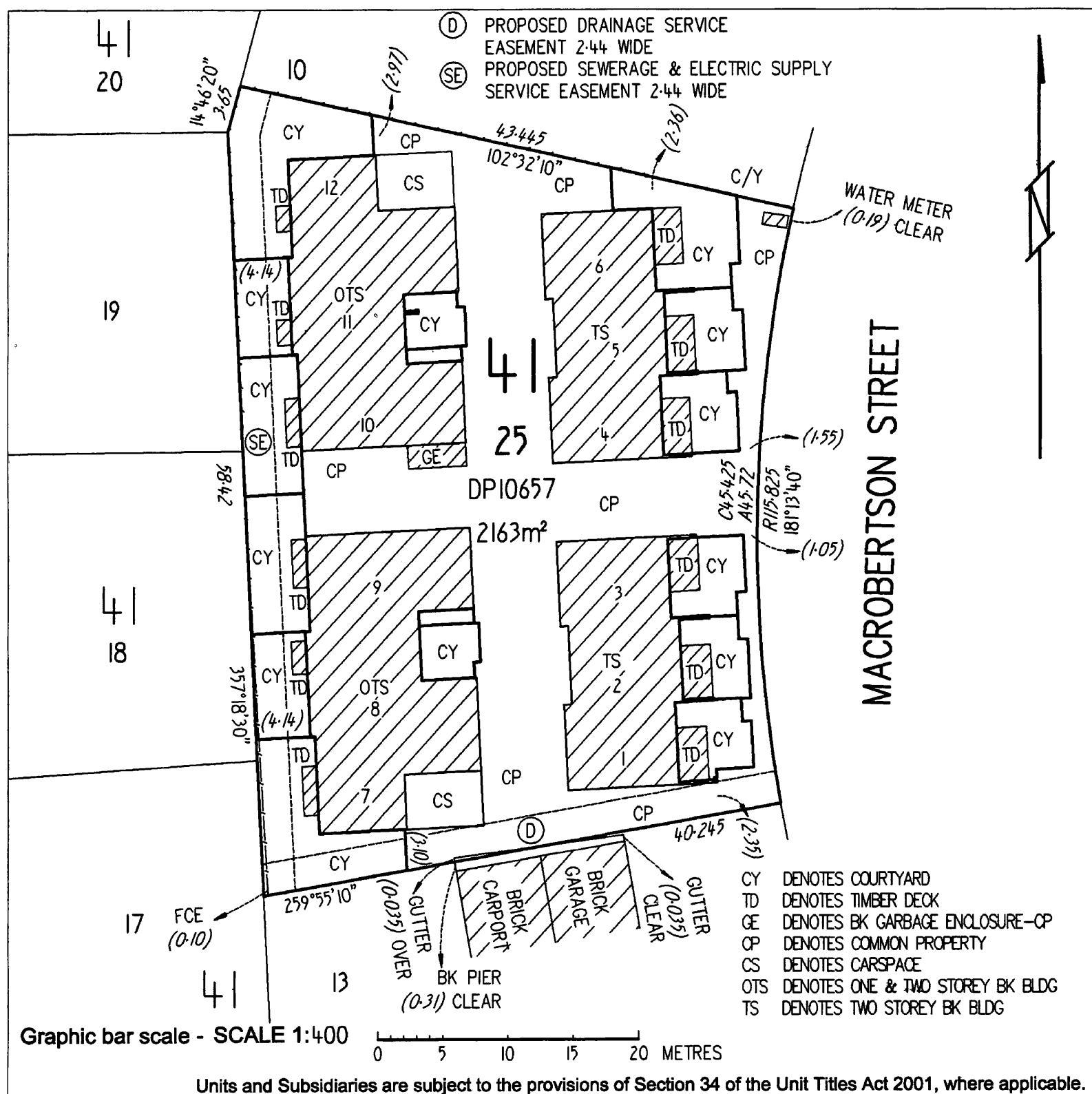
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
MAWSON	41	25	CLASS A UNITS & UNIT SUBSIDIARIES	3632



Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-29

Authorised by the ACT Parliamentary Counsel - also accessible at www.legislation.act.gov.au

XVP 19888



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



SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1911:83	MAWSON	41	25	10657	3632

NAME OF MANAGER / OWNERS CORPORATION

INDEPENDENT BODY CORPORATE

ADDRESS FOR SERVICE OF NOTICE

91 NORTHBOURNE AVE TURNER , ACT 2601

SURVEYOR'S DECLARATION

I, STEVEN BELJANSKI of 26 STEINWEDEL ST FARRER ACT 2607

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) -

20/4/2011

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 *Surveyors Practice Directions*.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

3 (a), (b), (c)

- a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
- b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), ~~beyond the boundaries of the parcel~~; and,
- c) ~~The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

Signature of Registered Surveyor

27/4/2011

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

 Monica Saad		 16 June 2011	
Delegate of the Authority / Executive		Dated	
OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	23 JUN 2011
DATA ENTERED BY			



SUE

Form 078

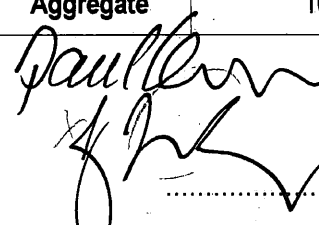
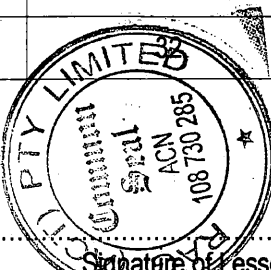



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
MAWSON	41	25

Unit Plan No
3632

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2					
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO				
1	78	2	1973	21				
2	80	2	1973	22				
3	78	2	1973	23				
4	78	2	1973	24				
5	80	2	1973	25				
6	78	2	1973	26				
7	90	3	1973	27				
8	78	3	1973	28				
9	97	4	1973	29				
10	97	4	1973	30				
11	76	3	1973	31				
12	90	3	1973	32				
Aggregate	1000							
 			<p>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:</p> <table border="1"> <thead> <tr> <th>Volume</th> <th>Folio</th> </tr> </thead> <tbody> <tr> <td>1973</td> <td>20</td> </tr> </tbody> </table>		Volume	Folio	1973	20
Volume	Folio							
1973	20							
<p>Column 1 above is the schedule of unit entitlement approved for the subdivision.</p> <p>Dated <u>Sixteenth</u> this day of <u>June</u> 20<u>11</u></p> <p align="center"> Monica Saad Delegate of the Authority/Executive</p>			<p align="center"> Brett Phillips Registrar-General</p> <p align="center"> Deputy Registrar-General</p>					

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

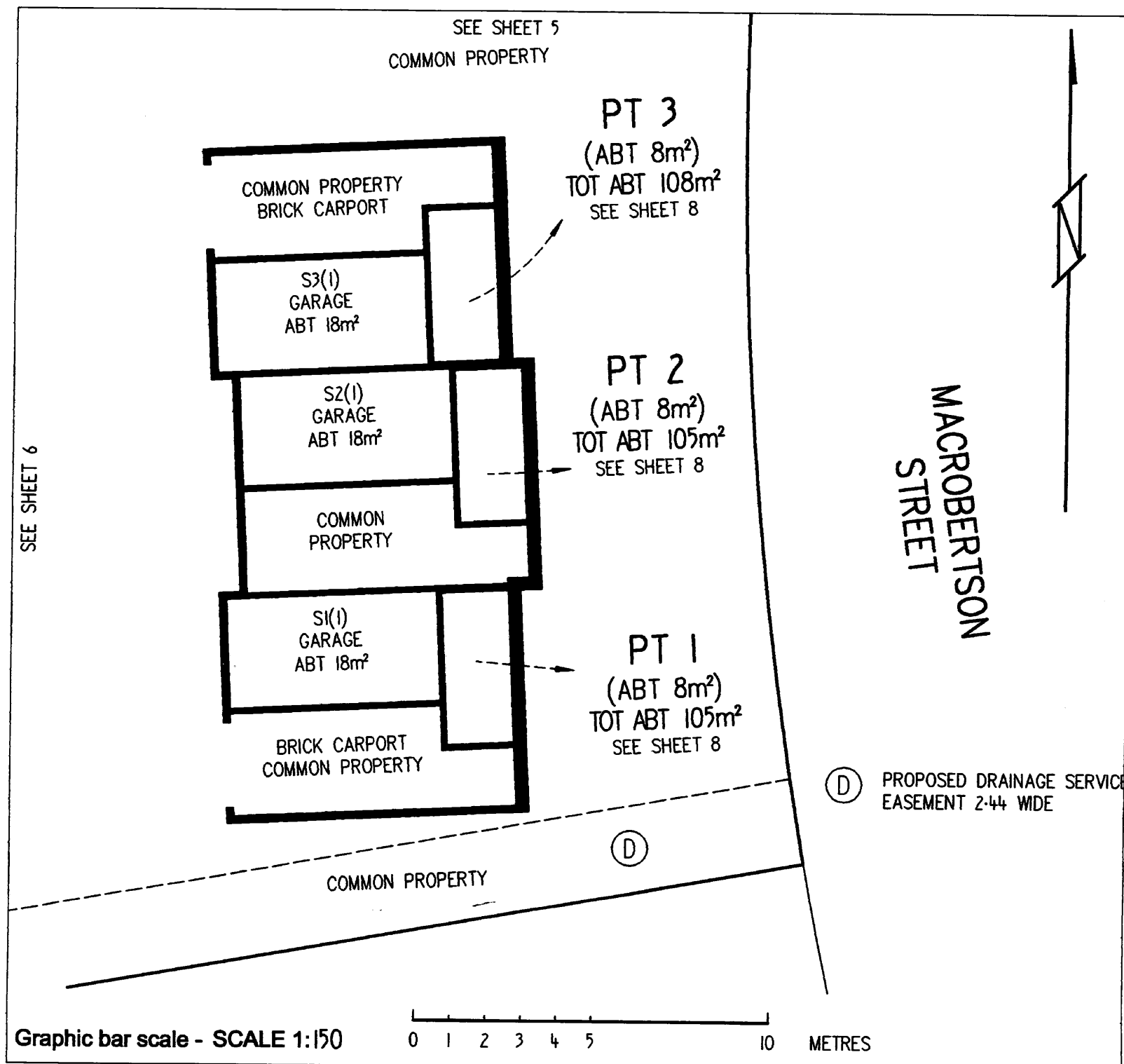
Form 091 - FP

FLOOR PLAN

Division	Section	Block
MAWSON	41	25

UNITS PLAN No.
3632

FLOOR NUMBER	GROUND	CLASS A UNITS & UNIT SUBSIDIARIES
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Paul Kim
6.2.10

PTY LIMITED
 ACN 108 730 285
 Registered Proprietor

IMITED
 ACN 108 730 285

Monica Saad
 Delegate of the
 ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES

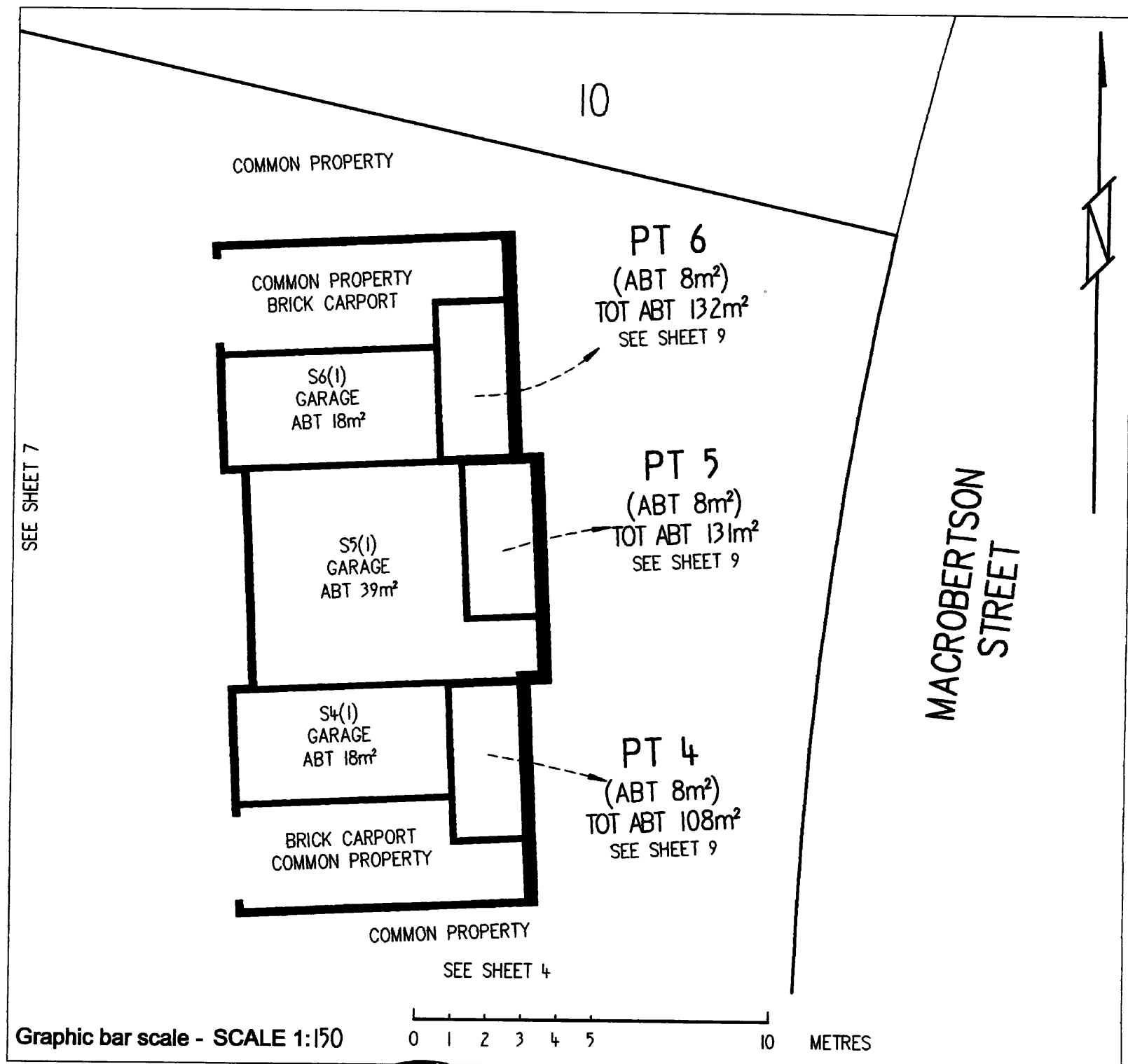
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

FLOOR NUMBER	GROUND	CLASS A UNITS & UNIT SUBSIDIARIES
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Graphic bar scale - SCALE 1:150

0 1 2 3 4 5 10 METRES

[Signature]

Registered Proprietor

ACT PTY LIMITED
Common Seal
ACN 108 730 285

[Signature]

Monica Saad

Delegate of the
ACT Planning and Land Authority

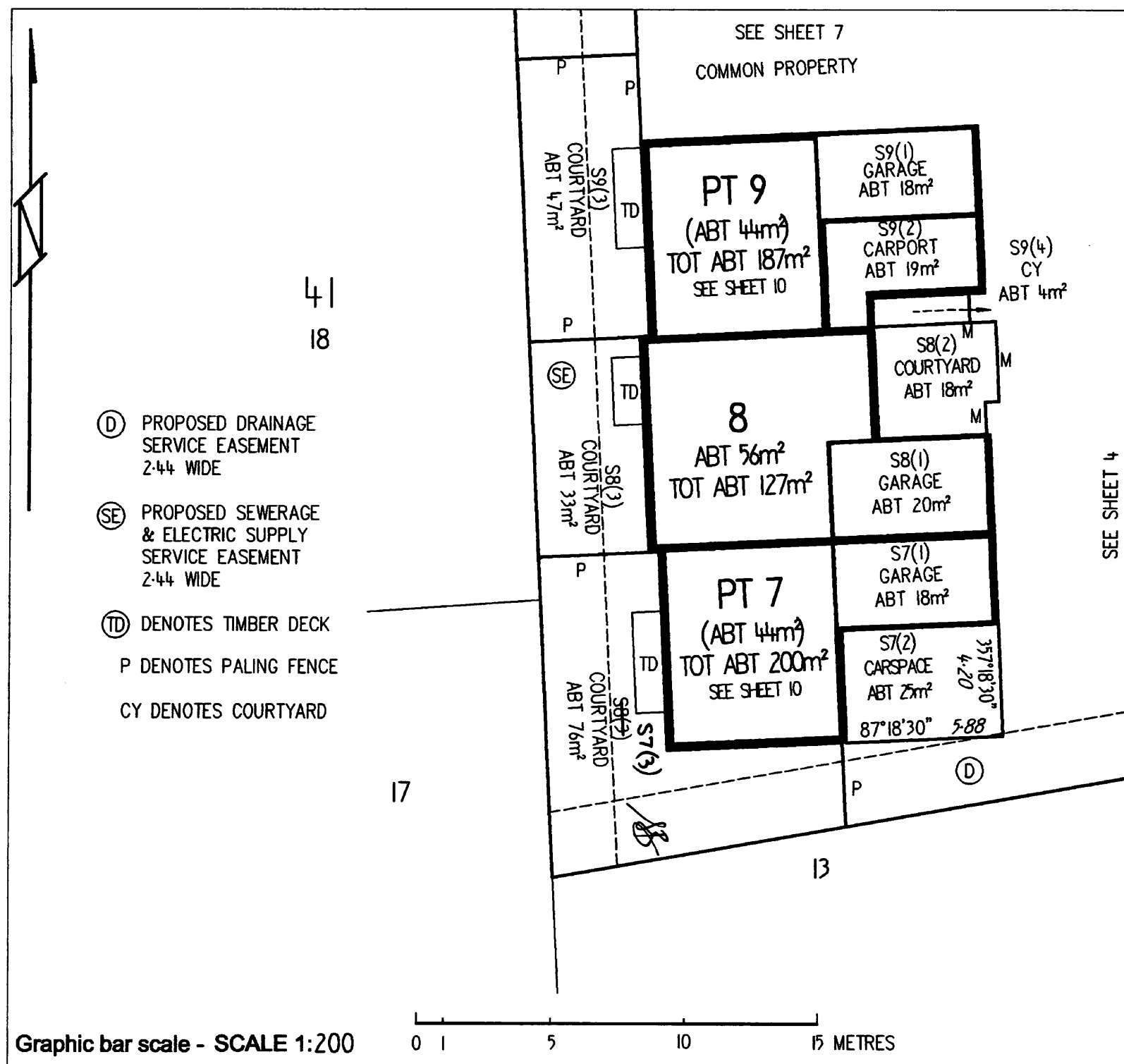
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

FLOOR NUMBER	GROUND	CLASS A UNITS & UNIT SUBSIDIARIES
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Paul K...
J. R.

Monica Saad
Monica Saad
 Delegate of the
 ACT Planning and Land Authority

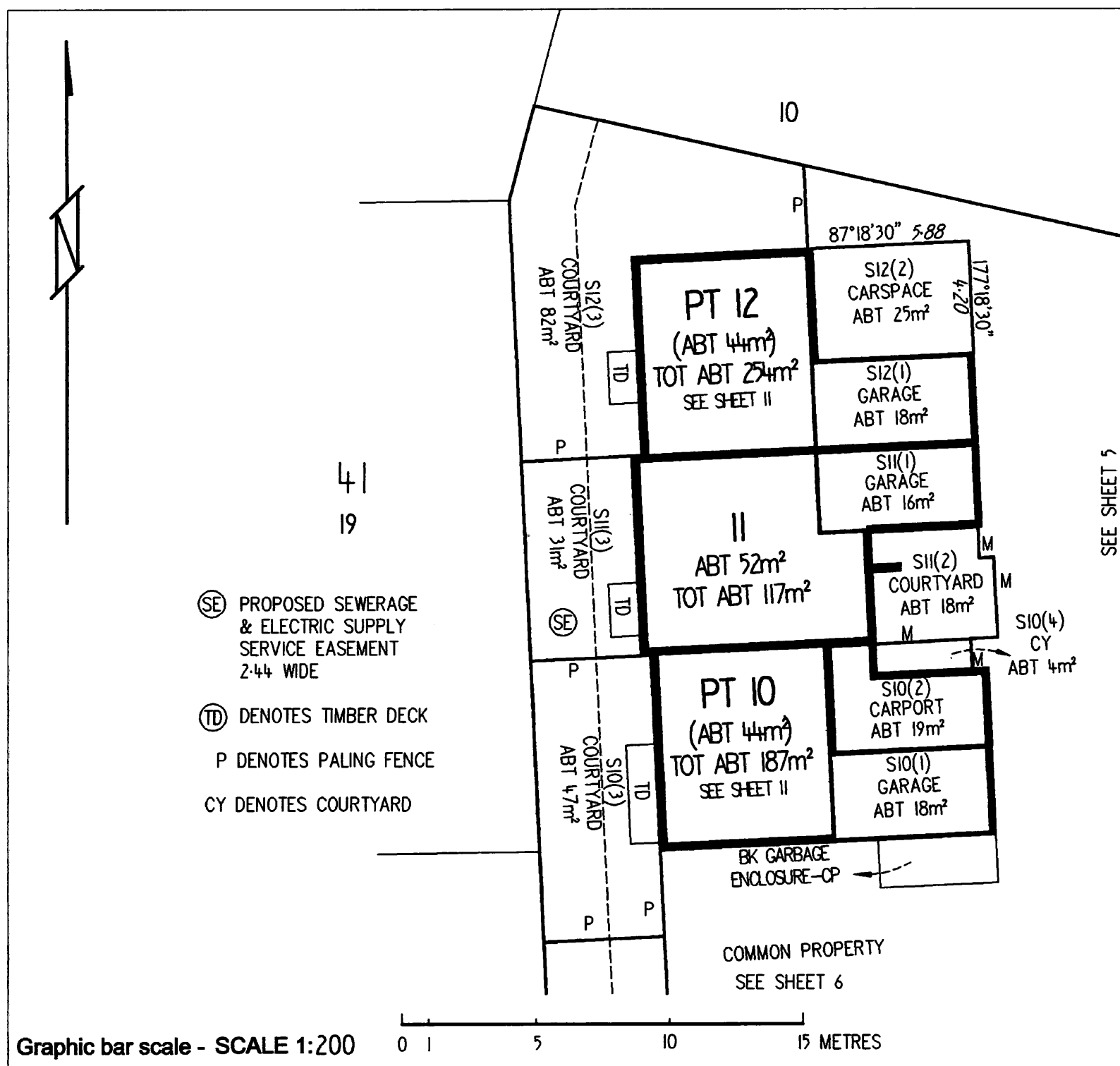
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 Department of Justice and Community Safety

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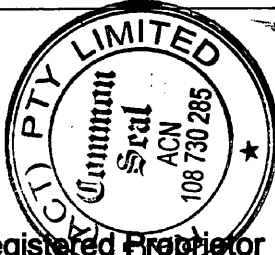
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

FLOOR NUMBER	GROUND	CLASS A UNITS & UNIT SUBSIDIARIES
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Paul Kern
JK


 Registered Proprietor

Monica Saad
 Delegate of the
 ACT Planning and Land Authority

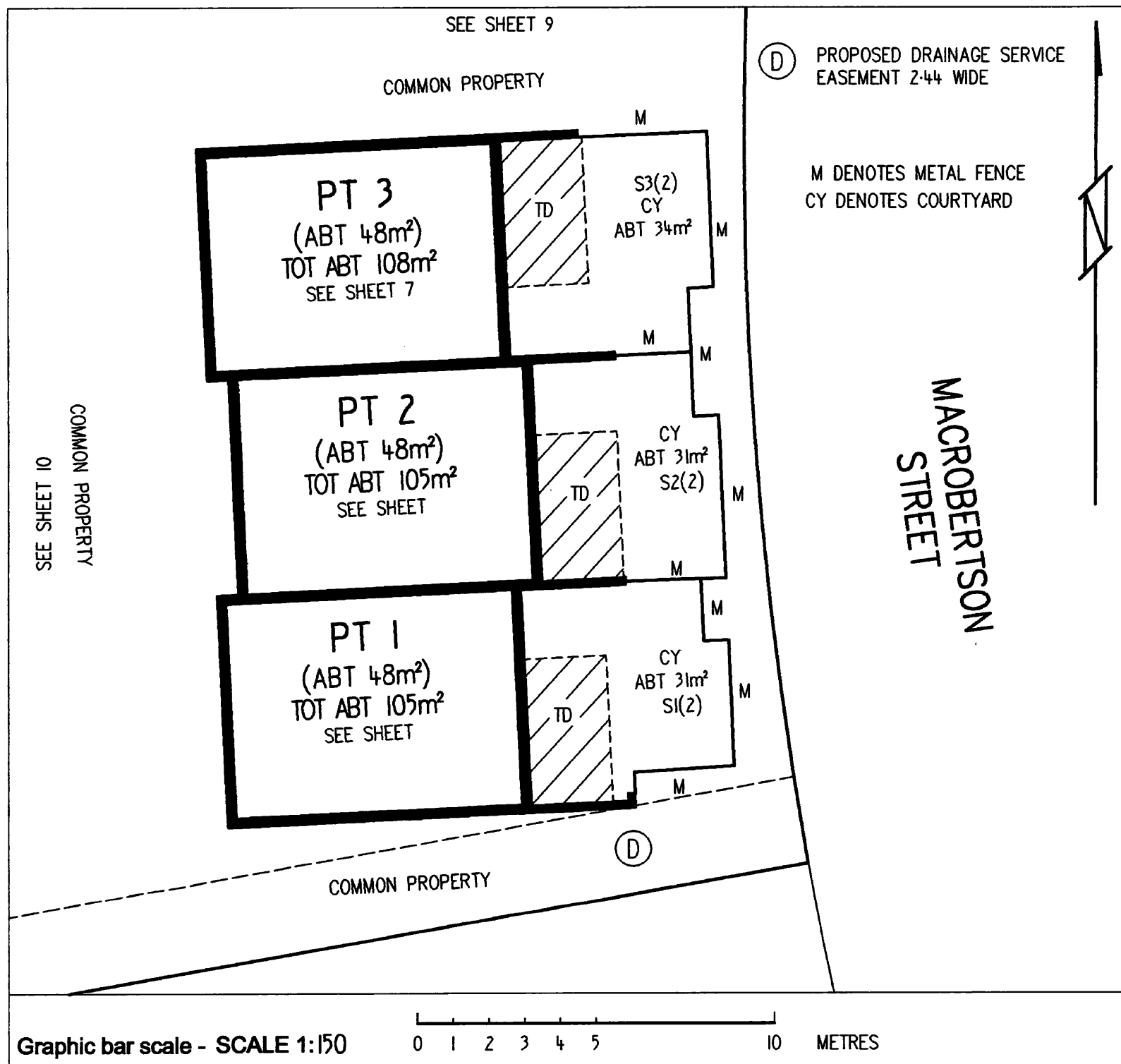
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

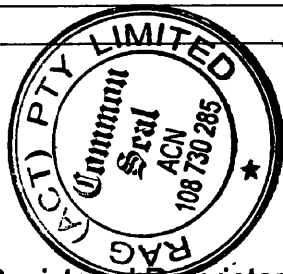
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

FLOOR NUMBER	CLASS A UNITS & UNIT SUBSIDIARIES
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[Signature]



Registered Proprietor

[Signature]
Monica Saad

Delegate of the
 ACT Planning and Land Authority

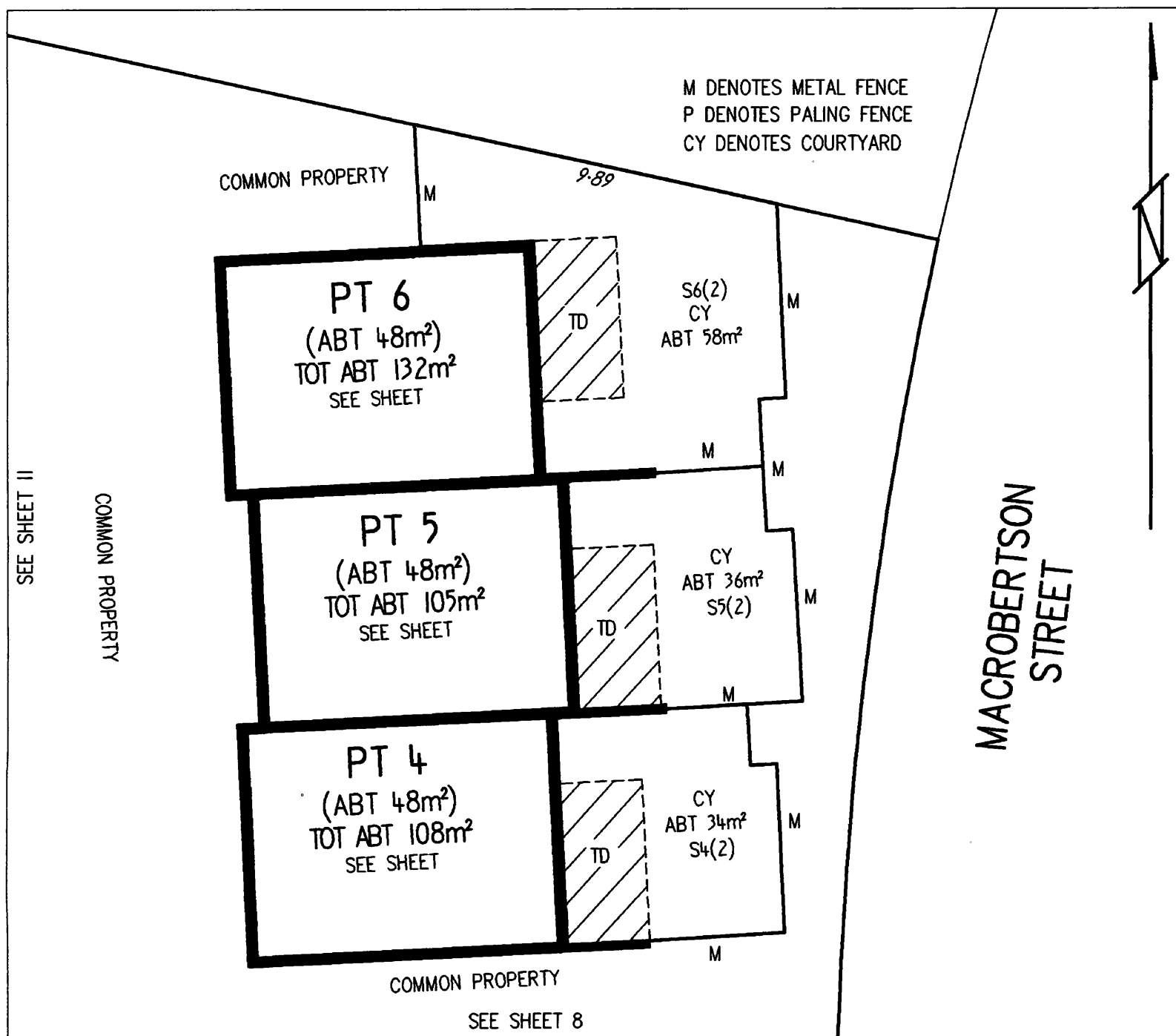
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

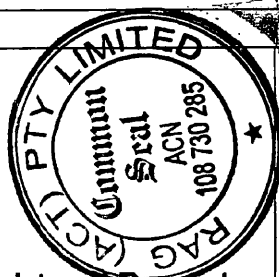
FLOOR NUMBER	FIRST	CLASS A UNITS & UNIT SUBSIDIARIES
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Graphic bar scale - SCALE 1:150

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Paula
5/2/20



Registered Proprietor

Monica Saad
Monica Saad

Delegate of the
ACT Planning and Land Authority

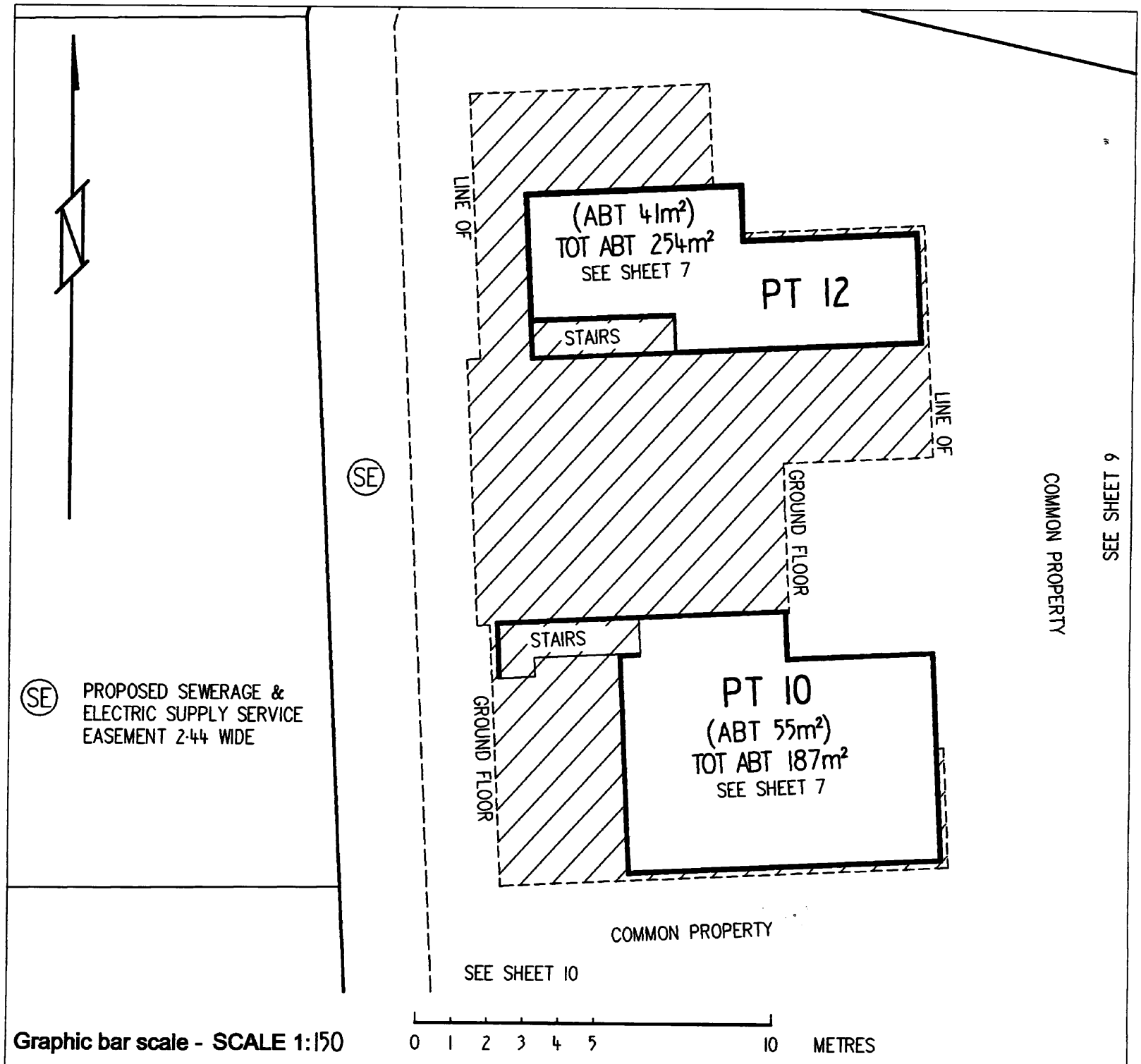
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

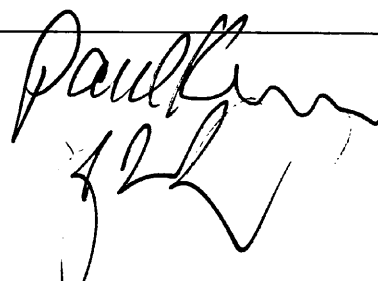


Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MAWSON	41	25	3632

FLOOR NUMBER	FIRST	CLASS A UNITS & UNIT SUBSIDIARIES
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Registered Proprietor

 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3632

Block 25 Section 41 Division of MAWSON

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

1. The term of the lease of each of the units expires on the twelfth day of December Two Thousand and sixty six.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
 - (i) the Territory and its successors;
 - (ii) ACTEW Distribution Limited A.C.N. 073 025 224 and its successors; and
 - (iii) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;(collectively or separately referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the land;
 - (B) taking anything on to the land; and

Paul [Signature] [Signature] MS



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

4. Each Lessee of each of the Units Nos. 1 – 12 inclusive covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to use the unit as a single dwelling only;
- (c) not to use any unit subsidiary to that unit as a habitation;

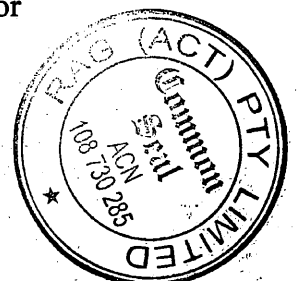
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- (d) not to make any structural alterations to the unit or any unit subsidiary to that unit without the previous approval in writing of the Authority, except where exempt by law;
- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (g) to permit any person or persons authorised by the Authority to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

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- (k) all minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

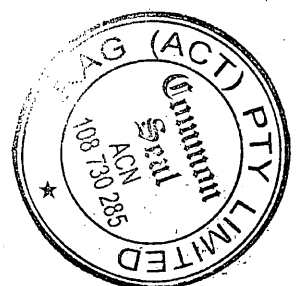
the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

- (i) the Authority;

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- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "dwelling" means a building or part of a building used as a self contained residence which must include:
 - (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basin

and includes outbuildings and works normal to a dwelling;
- (d) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (f) "outbuilding" means a shed, garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 4(b) of this lease;
- (g) "premises" means the leased land and any building or other improvements on the parcel of leased land;

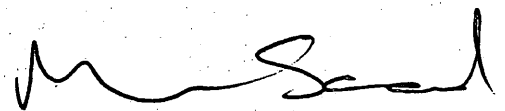
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- (h) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (i) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (j) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

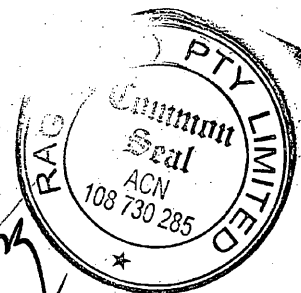
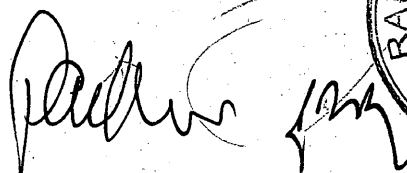
7. Each Lessee of each of the Units Nos. 1 – 12 inclusive acknowledges that the building erected on the parcel of land defined as Block 25 Section 41 Division of MAWSON on Deposited Plan Number 10657 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than twelve (12) dwellings in total.

DATED the Sixteenth day of June 2011.



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

LESSEE: RAG (ACT) PTY LIMITED A.C.N. 108 730 285



FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3632

Block 25 Section 41 Division of MAWSON

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

1. The term of the lease expires on the twelfth day of December Two Thousand and sixty six.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
 - (i) the Territory and its successors;
 - (ii) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and
 - (iii) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;(collectively or separately referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the land;
 - (B) taking anything on to the land; and

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- (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the land; or
 - (2) access to any service on or through the land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of 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.

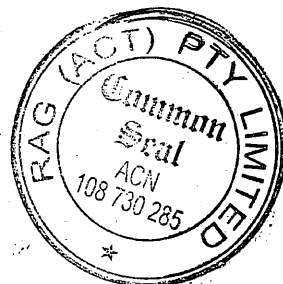
4.

The Owners – Units Plan No **3632** ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

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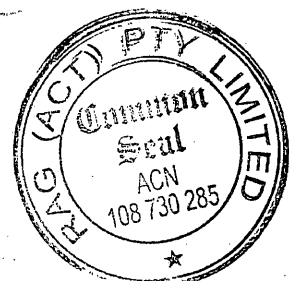


- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

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- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

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

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- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002.

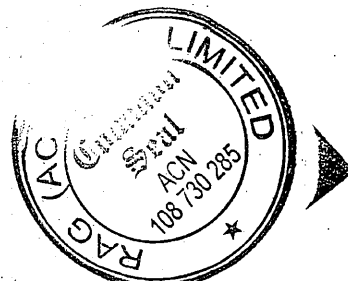
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 3632 ';
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

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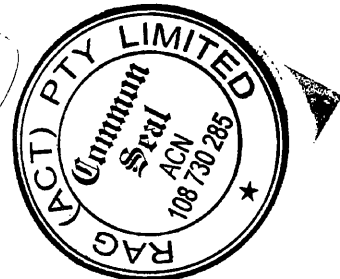
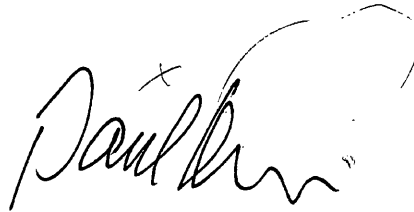
The Owners – Units Plan No: **3632** acknowledges that the building erected on the parcel of land defined as Block 25 Section 41 Division of MAWSON on Deposited Plan Number 10657 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than twelve (12) dwellings in total.

DATED the Sixteenth day of June 2011.



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

LESSEE: RAG (ACT) PTY LIMITED A.C.N. 108 730 285





ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety



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**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE SERVICES	91 NORTHBOURNE AVENUE TURNER	62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1973'.20	MAWSON	41	25	3632

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

ADOPT DEFAULT RULES JTA 2011, AMEND RULE 4 AND 11
ADD NEW RULE 12

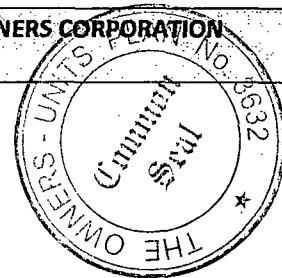
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature		Signature	
Full Name	LORRAINE HENDERSON	Full Name	GERALDINE JONES
Address	9-37 DERRINGTON CRESCENT BONYTHON	Address	37 HANRAHAN CRESCENT DUNLOP
Office Held	ADMINISTRATION MANAGER	Office Held	ADMINISTRATION ASSISTANT

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	27/09/12

**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 3632 'THE PYRENEAN'
25-27 MACROBERTSON STREET, MAWSON**

Held: Thursday, 6th September 2012 at 12.00 pm
Independent Body Corporate, Meeting Room 1, Ground Floor, "UNISYS" Building
91 Northbourne Avenue, Turner (cnr. Gould Street)

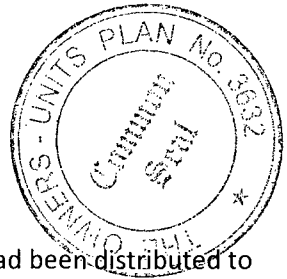
Present: Mr M Faux (Unit 7)
Miss K Chapman representing Independent Body Corporate Services

Proxies: Mr P & Mrs C Bouquiaux 9 (Unit 2)

Apologies: Nil

Chair: Mr M Faux chaired the meeting

Quorum: A quorum was present and the meeting proceeded



MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -

The minutes of the Annual General Meeting dated Wednesday 24th August 2011 had been distributed to all owners.

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

MATTERS ARISING FROM MINUTES -
Nil

INSURANCE –

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

Policy No: 46560	Due date 20/6/2013
Building replacement	\$3,780,000
Loss of Rent	\$567,000
Public liability	\$10,000,000
Workers Compensation	In accordance with the Act
Excess	\$200.00
Premium	\$3,589.30

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

MOTION 2: *It was resolved that the Owners of UP3632 agree to retain internal paint work as an insurable item in the current policy at an additional cost as indicated by the Insurer.* **CARRIED**

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

Insurance Excess

It was discussed in pursuant to section 100 of the Unit Titles (Management) Act, the Owners Corporation is now responsible for all excess on any insurance claims made on the policy held by the Owners Corporation. Please note that whilst we are unable to determine how many claims will be made on the policy, the budgeted amount has been determined by the previous financial year claims.

FINANCIAL REPORT -

The financial report had been circulated to all owners. The financial statements showed a balance of \$7,332.57 in the Administrative Fund and a balance of \$5,103.47 in the Sinking Fund. The balance of the Cheque Account is \$12,036.03.

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

INVESTMENT OF FUNDS -

MOTION 5: **Special Resolution:** *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 3632.* **CARRIED**

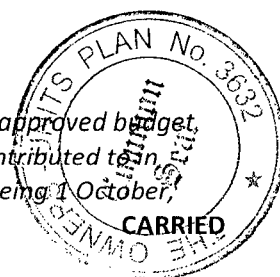
MOTION 6: **Special Resolution:** *It was resolved that the Owners Corporation of UP 3632 invest the amount of \$3,000.00 from the Administration Fund and \$3,000.00 from the Sinking Fund into separate interest bearing accounts.* **CARRIED**

BUDGET DEBATE ADMINISTRATIVE FUND -

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$13,720.00 (excl. GST) be adopted.* **CARRIED**

ADMINISTRATIVE FUND LEVY CONTRIBUTION -

MOTION 8: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 August 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 October, 2012 then 1 January, 1 April and 1 July, 2013.* **CARRIED**



BUDGET DEBATE SINKING FUND -

MOTION 9: *It was resolved that the proposed Sinking Fund budget of \$5,037.00 (excl. GST) be adopted.* **CARRIED**

SINKING FUND LEVY CONTRIBUTION -

MOTION 10: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 August 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 October, 2012 then 1 January, 1 April and 1 July, 2013.* **CARRIED**

EBIX TRADES MONITOR -

MOTION 11: *It was resolved that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of \$73.00 (plus GST).* **CARRIED**

ELECTION OF COMMITTEE -

MOTION 12: *That the Owners Corporation of Units Plan 3632 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **FAILED**

MOTION 12(i): *It was resolved that the all Owners will form the committee.* **CARRIED**

RULE AMENDMENTS AND ADDITIONS -

MOTION 13: **Special Resolution:** *It was resolved that the Owners Corporation of Units Plan 3632 adopt the Default Rules of the Unit Titles (Management) Act 2011.* **CARRIED**

MOTION 14: **Special Resolution:** *It was resolved That Rule 4 and Rule 11 of the Default Rules be amended to read as follows: Rule 4 "Executive Committee" and Rule 11 "Managing Agent".* **CARRIED**

MOTION 15: Special Resolution: That the additional Rule (Rule 12) be inserted into the Default Rules.
Recovery of Legal Fees

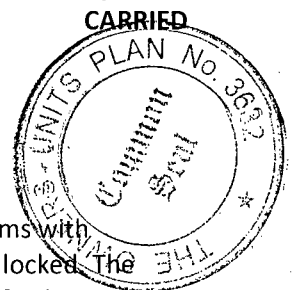
- (1) If an Owner's Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's corporation the amount of the legal fees or other costs incurred by the Owner's corporation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

CARRIED

GENERAL BUSINESS -

Garbage Roller Door

It was noted that the garbage roller door becomes stuck on occasions and causes problems with residents leaving rubbish on the outside of the room or thinking that the room has been locked. The Managing Agent was requested to have the roller door looked at (serviced) to avoid any further inconvenience to residents.



Recycling Bins

It was discussed that recycling bins are required to be brought out to the curb by residents at the complex. It was noted to the Managing Agent that on occasions this has been accidentally been forgotten by residents (volunteers). It was requested that the Managing Agent investigate ways to eliminate this problem by discussing options with the gardener or similar companies that perform this task.

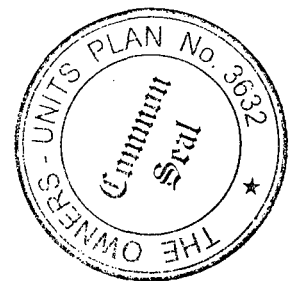
Irrigation

It was noted that there is an irrigation system connection to the underground water tank, it was unknown whether this system was working or turned on. The Managing Agent was requested to investigate the status of the irrigation system.

Repairs to Drains

The Managing Agent was asked regarding the status of the quote for the repairs to the drains following the flooding at the complex. The Managing Agent informed those present that the quote had not been received as yet and will follow it up and forward it to the owners as soon as practicable.

Meeting closed at 12.15pm



Default Rules for Units Plan 3632

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

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

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

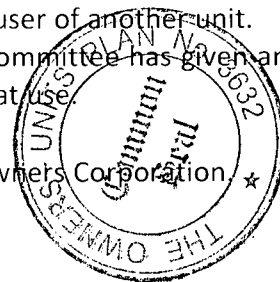
7 Use of unit—nuisance or annoyance

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

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

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

(4) Permission may be withdrawn by special resolution of the Owners Corporation.



8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

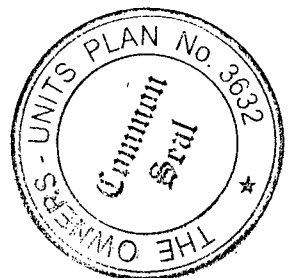
11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1



Recovery of Legal Fees

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





OFFICE OF REGISTRATION
Department of Justice and Community Safety



SR\$1769141

27/10/2011 14:03:39 BRYCB JF

1769141

FOR
S

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE	GROUND FLOOR 91 NORTHBOURNE AVE TURNER	62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1973:20	MANSON	41	25	3632

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

AMEND ARTICLE 4 & 12 ADD ARTICLE 13

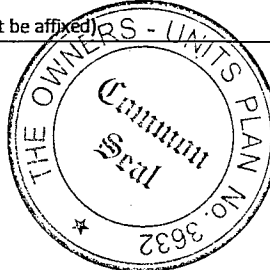
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature 	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held BODY CORPORATE MANAGER	Office Held ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion 5
Data entered by 		
Registered by 	Registration Date	31 OCT 2011

**MINUTES OF AN ANNUAL GENERAL MEETING
UNITS PLAN 3632 – 'THE PYRENEAN'**

Held: Independent Body Corporate, Ground Floor, Conference Room
"UNISYS" Building, 91 Northbourne Avenue, TURNER
Wednesday 24 August 2011 at 12.00pm

Present: Mr P Bouquiaux (Unit 2), Mr M Faux (Unit 7) and Ms A Gregg (Unit 8)
Mrs R Tilley-Ford (Independent Body Corporate Services)

Chair: Mr P Bouquiaux chaired the meeting

Apologies: Nil

Proxies: Nil

Quorum: A quorum was not present however; the meeting proceeded with a
Reduced Quorum (Section 99 of the Unit Titles Act).

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

Minutes of the Inaugural Annual General Meeting:

The minutes of the Inaugural Annual General Meeting of 24 June 2011 had been
distributed to all owners.

MOTION 1

It was resolved that the minutes of the Inaugural annual general meeting be accepted.

CARRIED

Business Arising from Minutes:

There was no business arising.



Unit Titles Act 2001 – Form 8
NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No 3632

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: 24 August 2011

Tick applicable box, or both boxes if applicable:

☐ **Regularly convened** - The Annual General meeting was regularly convened (not following any adjournment under UTA s 99 (3) or (6) (a)).

☐ **Convened after Adjournment** - The Annual General meeting was convened following an adjournment or adjournments (under UTA s 99 (3) or (6) (a)).

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 August 2011-----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.

.....24 August 2011.....*[insert date of affixing of seal]*

.....*Signature*

.....Manager for Units Plan **3632**..... *Designation*

..... Seal



Insurance:

The Managing Agent advises that the current building cover is:

Policy no: 46560	Due date: 20/6/2012
Building replacement	\$3, 5000,000.00
Public liability	\$20, 000,000.00
Workers Compensation	As per the Act.
Machinery Breakdown	\$20, 000.00

MOTION 2 – Special Resolution

It was resolved that the Owners Corporation of Units Plan 3632 agrees that Unit Owners are responsible for any excess incurred for any insurance claim relating to their unit.

CARRIED

MOTION 3

It was resolved that the Corporation will increased the existing insurance cover as suggested by the insurer on renewal

CARRIED

(b) **Insurance Valuation:** It is noted that it does not appear that a valuation has been compiled for this complex since it was built. It is recommended that valuations be compiled every 4 to 5 years to ensure correct coverage is in place for the complex. The Managing Agent has obtained a quote from QIA \$450.00

MOTION 4

It was resolved that Owners Corporation agrees to accept the quote from QIA Insurance Pty Ltd for the cost of \$450.00 to compile an Insurance Valuation Report. **CARRIED**

Financial Report:

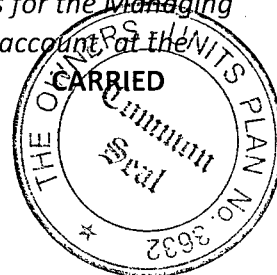
The financial report had been circulated to all owners. The financial statements show a balance of \$2,847.37 in the Administrative Fund and \$602.01 in the Sinking Fund. The Cheque Account balance shows \$3,449.38, Accounts Receivable (amount of levies in arrears less levies paid in advance) of \$0.00.

MOTION 5

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

MOTION 6

It was resolved that the Owners Corporation of Units Plan 3632 agrees for the Managing Agent to invest excess funds from the sinking fund into an investment account at the best rate available, in the best interest of Units Plan 3632.



Sinking Fund Forecast

As noted in the meeting papers, under the Amended Unit Titles Act regulated on 31 March 2009, a ten year Sinking Fund Forecast is required for all Bodies Corporate with a review to be obtained after five years. Please note that this has been budgeted in the Proposed Budget for the forthcoming year. Please see attached explanatory sheet.

MOTION 7 - Ordinary Resolution:

It was resolved that the Owners Corporation accept the quote of \$409.00 from QIA Insurance Pty Ltd for a Sinking Fund Forecast be completed for Units Plan 3461.

CARRIED

MOTION 8 – Ordinary Resolution

It was resolved that the Owners Corporation agrees the Executive Committee be authorised to accept the complied Sinking Fund Forecast from QIA Insurance Pty Ltd or the Owners Corporation accept the complied Sinking Fund Forecast by a postal vote.

CARRIED

Budget Debate:

The Proposed Budget had been circulated to all owners with the meeting papers.

Budget Debate - Administrative Fund

MOTION 9 - Special Resolution:

It was resolved that the proposed Administration Fund budget of \$15,500 be adopted. That the Corporation determine a levy contribution equal to the approved budget in the sum of \$15,500 for the twelve month period, commencing on 1 August 2011, and to be contributed to in accordance with unit entitlements and payable in equal quarterly payments being 1 October, 1 January, 1 April and 1 July 2012.

CARRIED

Contribution Debate – Sinking Fund

MOTION 10 - Ordinary Resolution

It was resolved that the proposed Sinking Fund contribution of \$4,500 be adopted. That the Corporation determine a levy contribution equal to the approved contribution in the sum of \$4,500 for the twelve month period, commencing 1 August 2011, and to be contributed to in accordance with unit entitlements and payable in equal quarterly payments being 1 October, 1 January, 1 April and 1 July 2012.

CARRIED



Strata Management Agency Agreement

A copy of the Agreement was attached for your information and records.

Election of Committee:

As noted in the meeting papers, the Managing Agent explained that with the regulation of the Unit Titles Act 2001 Amended on 31 March 2009, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer with the position of Chair having the casting vote. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting and hold until the next Annual General Meeting. The positions of Secretary and Treasurer can be delegated to the Managing Agent if desired.

MOTION 11 – Ordinary Resolution

It was resolved that the following members are elected as Executive Committee members until the next Annual General Meeting.

Article Amendments and Additions

Amend Article #4

MOTION 12 - Special Resolution

It was resolved that Article 4 of the Unit Titles Act 2001 be amended to read as per 'Attachment A' with all costs for registering being expended from the Administrative Fund.

CARRIED

Amend Article #12

MOTION 13 - Special Resolution

It was resolved that Article 12 of the Unit Titles Act 2001 be amended to read as per 'Attachment A' with all costs for registering being expended from the Administrative Fund.

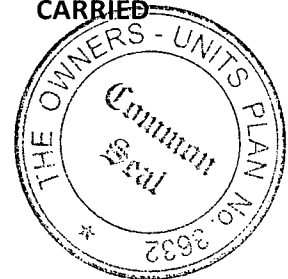
CARRIED

Additional Article #13:

MOTION 14 - Special Resolution

It was resolved that the additional Article, Article #13, be inserted to the Articles as per 'Attachment A' with all costs for registering being expended from the Administrative Fund.

CARRIED



Appointment of Service Contractors

As noted in the meeting papers, under Section 55J of the Unit Titles Act, an ordinary Resolution is required to enter into a service contract with any person (and/or organisation).

The meeting discussed the quote for Gardening from Matt's Gardening, the meeting asked for the quote to be amended to reflex that he will attend less frequently over the winter months and more frequently over the summer months.

Service Contractors

MOTION 15

It was resolved that the Executive Committee be authorised to make determinations concerning the appointment of a service contractor for Units Plan 3632. CARRIED

General Business:

No general business

Meeting closed at 12.30pm



'ATTACHEMENT A'
DEFAULT ARTICLES - UNITS PLAN 3632

1 *Definitions etc*

- (1) In these articles:

executive committee representative means a person authorised in writing by the executive committee under article 11 (4).

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

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

2 *Payment of Rates and Taxes by Unit Owners*

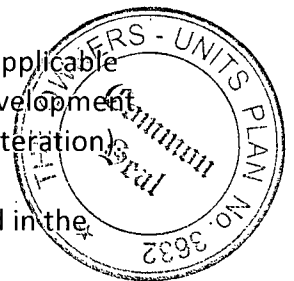
A unit owner must pay all rates, taxes and any other amount payable for the unit.

3 *Repairs and Maintenance*

- (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 any territory law.

4 *Erections and Alterations*

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the 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.



5 *Use of Common Property*

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

6 *Hazardous use of Unit*

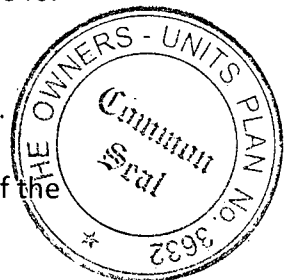
A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

7 *Use of Unit—Nuisance or Annoyance*

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

8 *Noise*

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



10 *Illegal use of Unit*

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

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 *Unit Titles Act 2001* or the articles in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these articles;
 - (c) do anything else the owners corporation is required to do under the Act or these articles.
- (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 subarticle (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subarticle (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this article.



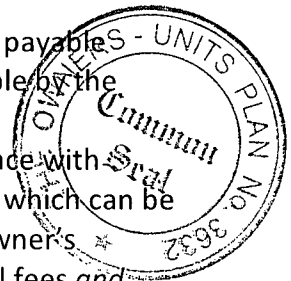
Seal of Owners Corporation

- (1) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see *Unit Titles Act 2001*, s 88).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 75 of the Act by the managing agent of the owners corporation without following the procedure in article 12.1

13**Recovery of Legal Fees**

- (1) If an Owner's corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's Corporation the amount of the legal fees *and* other costs incurred by the Owner's Corporation in undertaking, commencing *and* otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 13.1, shall be a debt enforceable by the Owner's Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 13.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees *and* other costs incurred by the Owner's Corporation which cannot be evidenced by a written invoice as due and payable shall not form part of, and will not be recoverable against in accordance with Clause 13.1
- (4) The Owner's Corporation shall not commence any action against any unit holder other than to recover outstanding levies without a majority vote from a Special General Meeting.





**CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602**

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	6	Block	25	Section	41	Suburb	MAWSON
------	---	-------	----	---------	----	--------	--------

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

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) <input type="checkbox"/> | () | (X) |

Certificate Number: 69018

Dated: 14-JUN-11

- | | |
|--|--------------|
| 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 a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (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 Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) |

Customer Service Centre

Date: 22-FEB-24 16:22:20

Applicant's Name :

Moggach, Clare

E-mail Address :

c.moggach@westbourne.legal

Client Reference :

24-1060

**Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

MAWSON Section 41/Block 25/Unit 6

Building Class: A

Area(m2): 2,163.7

Unimproved Value: \$2,400,000

Year: 2023

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200914196 **Lodged** 03-APR-09 **Type** See Subclass

-- Application Details -----

Description

MULTI UNIT - LEASE VARIATION - DEMOLITION - 12 UNITS. Consolidate Blocks 11 and 12 Section 41 Mawson into a single block and vary the consolidated Crown lease to permit 12 dwellings; Proposed demolition of existing dwellings & structures; Construction of 12 new one & two storey units with carparking.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	41	11-11	
Woden Valley	Mawson	41	12-12	
Woden Valley	Mawson	41	25-25	

-- Involved Parties -----

Role	Name
Representor	Halmarick
Representor	Stuart & Ditas Anderson
Applicant	Tomi Milin
Lessee	Rags (Act) Pty Ltd (3128
Representor	Margaret & Paul Stanton
Representor	Neil Mann
Representor	Justin & Rhiana Webb
Representor	Julie Carr
Representor	John & Mary Kellow
Representor	Muriel & John Madden
Representor	Harold & Clare Mcernan
Representor	Se & Jg Tapley

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 6

Application DA200604526 **Lodged** 29-MAR-07 **Type** See Subclass

-- Application Details -----

Description

Renotification - Alteration to original application - Modifications of driveway, basement layout to accomodate new driveway, waste enclosure, and lower building by 175mm.

Original application - Multi Dwelling - 9 Units - Demolition - Lease Variation - Consolidate the Crown leases and vary the resultant lease to permit not less than 2 and not more than 9 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	41	11-11	
Woden Valley	Mawson	41	12-12	
Woden Valley	Mawson	41	25-25	

-- Involved Parties -----

Role	Name
-------------	-------------



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

Application DA200604526 **Lodged** 29-MAR-07 **Type** See Subclass

Applicant	Hugh Gordon Architect Pty Ltd
Objector	David Smith
Lessee	Rag (Act) Pty Ltd
Objector	David Rawlins
Objector	Robert And Kim Mihalyka
Objector	Marcus & Sheree Tawton
Objector	Barbara Ann Prasad
Objector	Stuart & Jennie Tapley
Objector	W G & Lh Mahoney
Objector	Roger & Jan Dobb
Objector	Eric & Patricia Pickering
Objector	Julie & Robert Delforce
Objector	Jody Halmarick
Objector	William Schleiger
Objector	J Pettrey & N Pickard
Objector	W J Madden
Objector	James M Robinson & Dawn U Robi
Objector	John & Mary Kellow
Objector	Malcolm Thomson
Objector	Dale Cooper & Helen Clothier
Objector	Charles Jenkins
Objector	Stuart & Ditas Anderson
Objector	Tim O'Brien & Anne McGovern
Objector	Hugh Abbot
Objector	Clare & Greg McEternan
Objector	Judy Carr
Objector	Nick & Bernadette Welch
Objector	Paul & Margaret Stanton
Objector	Asha Poole
Objector	Fiona Poole
Objector	Richard Poole
Objector	Angus Poole
Objector	Allan Foster
Objector	Judith & Richard Henderson
Objector	Warwick Young
Comment	Katie Henderson
Objector	Connie Whitfield
Objector	Jayammal Vivekananda
Objector	Carol R Burns
Objector	Adelheid Ploy
Objector	Faye Nicholas
Objector	Mike Whitfield
Objector	David Smith



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 6

Application DA200604526 **Lodged** 29-MAR-07 **Type** See Subclass

Objector Patrick Del Guidice
Objector Julie Carr
Objector Mrs M H Hughes

-- Activities -----

Activity Name

Da - Public Notification
Aat - Appeal

Status

Approval Conditional
Appeal-Varied

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. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities 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

http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
41	9	202240551	PROPOSAL FOR DUAL OCCUPANCY demolition of the existing dwelling and construction of two new 2-storey dwellings with attached garages, new driveway verge crossing and internal driveway, tree removal, landscaping and associated works.	Approval Conditional	23-FEB-23

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 <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the 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.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

22-FEB-2024 16:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

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

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canbe

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 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 Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

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



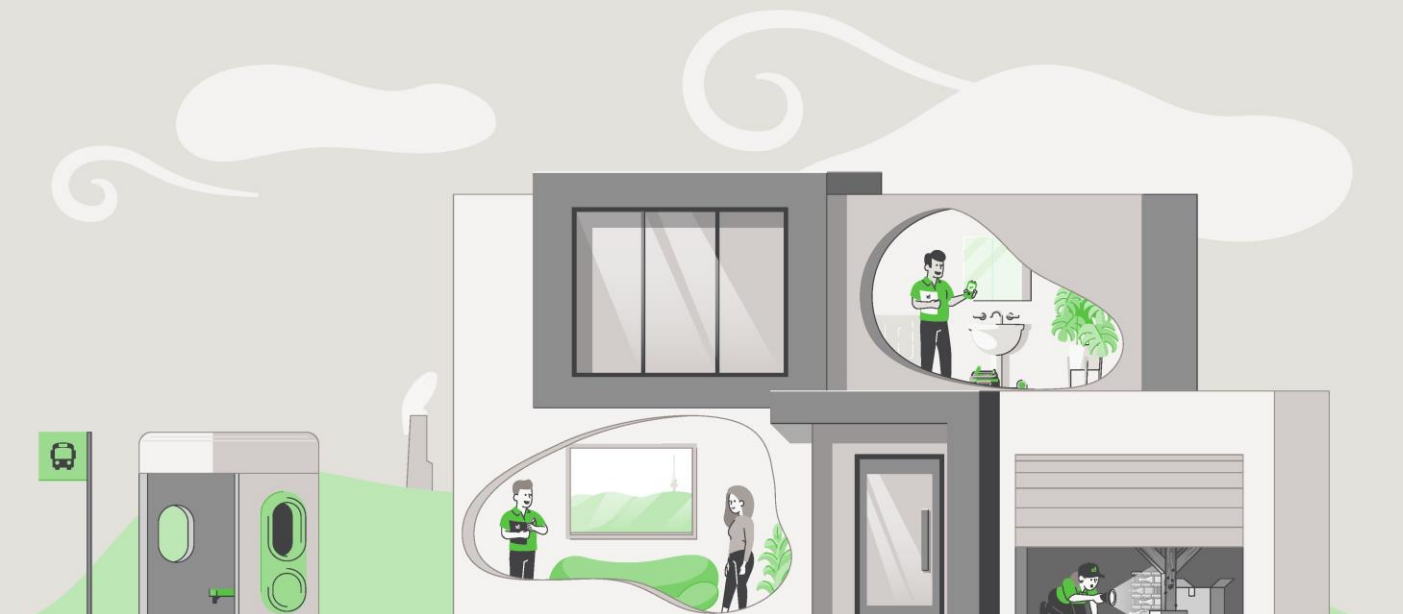
ACT
PROPERTY
INSPECTIONS

6/25 Macrobertson Street
Mawson ACT 2607

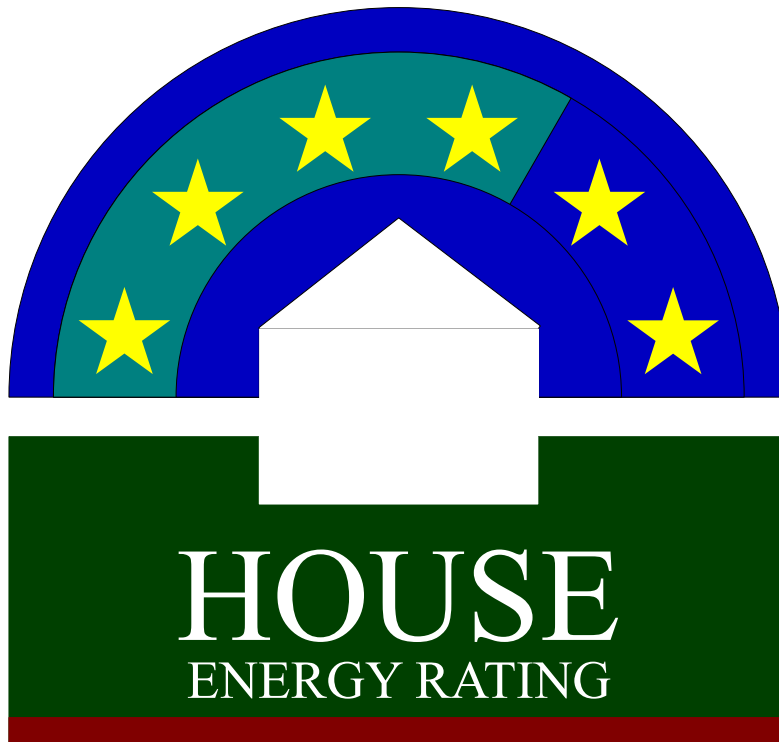
Report prepared: Wednesday, 21 February 2024

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★
in Climate: 24

4 STARS

SCORE: -3 POINTS

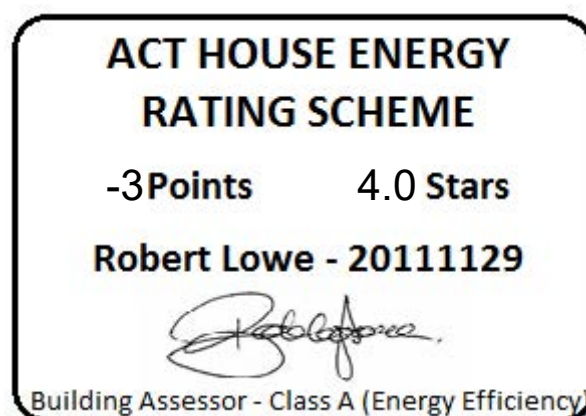
Name: Caskie

Ref No: 53217

House Title: Unit 6 Block 25 Section 41 MAWSON

Date: 21-02-2024

Address: 6/25 Macrobertson Street, Mawson ACT 2606



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	-3	<div></div>										
Potential	30	<div></div>										

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

Design options	Additional points	
Change glass to Double Glazing	100 %	13
Change curtain to Heavy Drapes & Pelmets		15
Add northerly blinds	100 %	2
Add westerly blinds	100 %	2

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	-3	★★★★
-----------------------	-----------	-------------

Largest windows in the dwelling;

Direction : East

Area : 8 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	-3	★★★★
2. South East	-5	★★★★
3. South	-7	★★★★
4. South West	-20	★★★
5. West	-26	★★☆
6. North West	-25	★★★
7. North	-11	★★★★☆
8. North East	-7	★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 6 Block 25 Section 41 MAWSON, 6/25 MacRobertson Street, Mawson ACT 2606

Assessor's Name:

Net Conditioned Floor Area: 46.7 m²

Net Conditioned Floor Area: 46.7 m²				Points		
Feature				Winter	Summer	Total
CEILING				5	0	5
Surface Area: 0		Insulation: 5				
WALL				-11	0	-11
Surface Area: -14		Insulation: 5		Mass: -2		
FLOOR				9	-3	6
Surface Area: 0		Insulation: 3		Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)				-3	0	-4
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 19 %				
Exhaust Fans 63 %		Doors 10 %				
Down Lights 0 %		Gaps (around frames) 7 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				0	-33	-33
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	4	8%	-16	22	-10	-4
E	8	18%	-33	27	-17	-23
W	2	4%	-8	7	-6	-6
Total	14	31%	-57	57	-33	-33

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is -3 points

		Winter	Summer	Total
RATING	★★★★	-1	-34	-3*

* includes 32 points from Area Adjustment

Detailed House Data

House Details

ClientName	Caskie
HouseTitle	Unit 6 Block 25 Section 41 MAWSON
StreetAddress	6/25 Macrobarton Street, Mawson ACT 2606
FileCreated	21-02-2024

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Float Timb	R1.5	33.0m ²
2	Timber	Enclosed	No	No	No	Tiles	R1.5	12.0m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	10.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	10.8m	2.4m
2	Brick Veneer	No	R2.0	28.2m	2.4m
3	Framed: FC Sheet Clad	Yes	R2.0	4.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R4.0	55.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	0.8m	2.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	N	1.8m	0.6m	No	SGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
3	N	0.6m	2.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	N	0.6m	2.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	E	2.1m	3.2m	No	SG	ALIMPR	HB	No	0.8m	0.8m	0.3m
6	E	2.1m	0.8m	No	SG	ALIMPR	HB	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
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	1	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

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

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd ACT Pest Management Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Reports Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2023 To: 4.00pm on 30/03/2024
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability Public Liability Limit of Liability: \$20,000,000 Any One Occurrence Products Liability Limit of Liability: \$20,000,000 Any One Occurrence and in the aggregate during any one period of Insurance Section 2: Professional Indemnity Limit of Liability: \$5,000,000 any one claim, or loss, including defence costs, and \$10,000,000 in the aggregate in respect of all claims, or losses, including defence costs.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 30 March 2023



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Hannah Caskie
6/25 MacRobertson St
MAWSON ACT 2607
AUSTRALIA

Invoice Date
19 Feb 2024

Invoice Number
INV-53217

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	347.05	10%	347.05
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	43.24	GST Free	43.24
			Subtotal	390.29
			TOTAL GST 10%	34.71
			TOTAL AUD	425.00

Due Date: 28 Feb 2024

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

Hannah Caskie
6/25 Macrobertson St
MAWSON ACT 2607
AUSTRALIA

Payment Date
21 Feb 2024

Sent Date
22 Feb 2024

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
-----------------------	---------------

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
19 Feb 2024	INV-53217	Payment - INV-53217 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **UP3632** Unit No. **6**

Unit Owner/Eligible Person: **Caskie - sale**

Info Track Pty Ltd
actenquiries@infotrack.com.au

1. Committee Details

Regan Bartholomew
David Percival Burnett
Mr Stuart Lachlan Paton & Mrs
Fiona Kate Paton
Arnold Ka Lok Choi

c/- Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

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

3. Records

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

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

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE
SECTION 119Units Plan No. **UP3632** Unit No. **6**


4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	Axis Underwriting Services Pty Ltd	P-021412	\$3,986,861.00	20/12/2024	\$5,702.36 Excess: \$2,000.00
Common Area Contents			\$39,869.00		
Loss of Rent/Temp Accommodation			\$598,029.00		
Public Liability			\$20,000,000.00		
Voluntary Workers			\$200,000.00		
Fidelity			\$100,000.00		
Office Bearers			\$2,000,000.00		

5. Contributions

5.1 The period the contributions for the unit are for: **01/10/2023 - 30/09/2024**

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
28/10/2023	Standard Levy Contribution Schedule - 01/10/2023 to 31/12/2023	\$520.07	\$337.72	\$857.79
01/01/2024	Standard Levy Contribution Schedule - 01/01/2024 to 31/03/2024	\$520.07	\$337.72	\$857.79
01/04/2024	Standard Levy Contribution Schedule -01/04/2024 to 30/06/2024	\$520.07	\$337.72	\$0.00
01/07/2024	Standard Levy Contribution Schedule -01/07/2024 to 30/09/2024	\$520.07	\$337.72	\$0.00
Admin Fund Contributions				\$2,080.28
Sinking Fund Contributions				\$1,350.88
Total Contributions				\$3,431.16
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00
 BPAY DETAILS FOR SETTLEMENT Biller Code: 96503 Ref:305102352 62701466367				Total amount overdue \$0.00 + Interest

Amounts overdue are calculated as at 28/02/2024.

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

Paid to 31/3/2024.

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **UP3632** Unit No. **6**

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

Admin Fund \$58.78

Sinking Fund \$92,976.25

Total \$93,035.03

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: *N/A*

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - **36** Months Term

6.5. Application for Crown Lease extension:

Nil

6.6 Details of any ongoing Development Approval Conditions:

Nil

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: 28/02/2024
The Common Seal of
The Owners – Units Plan No UP3632

Was hereunto affixed in
The presence of



Signature:



PLEASE ENSURE THAT YOU EMAIL ANY NOTICE OF ACQUISITION OR NOTICE OF DISPOSITION (Section 115 Certificate) TO clientservices@civium.com.au TO ENSURE NO CHARGES ARE APPLIED



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

TAX INVOICE

Date: 28/02/2024

UP UP3632 - U6

Preparation of S119 Certificate & Attachments	
UP UP3632 U 6	\$320.00
Invoice Total	\$320.00
	(Includes \$32.00 GST)

PAID

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

Printed: 26/02/2024 12:42 pm User: Ressie Pahate

UP3632 The Pyrenean 25-27 MacRobertson Street

Page 1

Nil

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 26/02/2024 12:42 pm User: Ressie Pahate

Fund Proposals
UP3632 The Pyreanean 25-27 MacRobertson Street

Date Determined	Title	Particulars
Nil		

Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title UP3632

"The Pyrenean"

25-27 MacRobertson Street MAWSON ACT 2607

For the Financial Period 01/08/23 to 26/02/24

Balance Sheet - U/Plan UP3632
"THE PYRENEAN"
25-27 MACROBERTSON STREET, MAWSON, ACT 2607
For the Financial Period 01/08/2023 to 26/02/2024

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Proprietors of Unit Plan 3632	\$(650.64)	\$88,160.90	\$87,510.26
<i>Macquarie Bank BSB: 182-266 Acc No: 305102352</i>			
The Owners Units Plan 3632 - Sinking Fund 1	\$0.00	\$3,788.10	\$3,788.10
<i>St George BSB: 112-908 Acc No: 0352840783</i>			
Levies Receivable	\$1,573.54	\$1,027.25	\$2,600.79
Prepaid Mgmt Expenses	\$256.67	\$0.00	\$256.67
Total Assets	\$1,179.57	\$92,976.25	\$94,155.82
Liabilities			
Unidentified deposits--Admin	\$1,120.79	\$0.00	\$1,120.79
Total Liabilities	\$1,120.79	\$0.00	\$1,120.79
Net Assets	\$58.78	\$92,976.25	\$93,035.03
Owners Funds			
Opening Balance	\$5,872.45	\$105,023.11	\$110,895.56
Net Income For The Period	\$(5,813.67)	\$(12,046.86)	\$(17,860.53)
Total Owners Funds	\$58.78	\$92,976.25	\$93,035.03

Income and Expenditure Statement - U/Plan UP3632
"THE PYRENEAN"
25-27 MACROBERTSON STREET, MAWSON, ACT 2607
For the Financial Period 01/08/2023 to 26/02/2024

Administrative Fund

	TOTAL THIS YEAR
Income	
Debt Recovery Revenue	\$0.00
Interest on Overdues	\$26.78
Levy Income	\$13,335.08
Total Administrative Fund Income	<hr/> \$13,361.86
Expenses	
Accountant - Professional Fees	\$0.00
Cleaning Admin	\$99.60
Common Prop & Maintenance Mgmt	\$0.00
Consultant Fees	\$0.00
Electricity - Utility	\$0.00
Gardens & Grounds	\$2,215.29
Insurance Premiums	\$7,702.60
Legal expense	\$0.00
Management Fee	\$2,513.00
Pest Control	\$0.00
Plumbing & Drainage	\$520.75
Tax Agent Fees - Income Tax	\$115.50
Trade Waste	\$0.00
Water - Utility	\$6,008.79
Total Administrative Fund Expenses	<hr/> \$19,175.53
Administrative Fund Surplus/Deficit	<hr/> \$(5,813.67)
 Opening Balance for the period	 \$5,872.45
Closing Balance for the period	<hr/> \$58.78

Income and Expenditure Statement - U/Plan UP3632
"THE PYRENEAN"
25-27 MACROBERTSON STREET, MAWSON, ACT 2607
For the Financial Period 01/08/2023 to 26/02/2024

Sinking Fund

	TOTAL THIS YEAR
Income	
Interest on Investment	\$0.00
Interest on Overdues	\$11.55
Levy Income	\$8,659.52
Total Sinking Fund Income	\$8,671.07
Expenses	
Building Improvement/Upgrade	\$475.94
Plumbing & Drainage Works	\$20,241.99
Total Sinking Fund Expenses	\$20,717.93
Sinking Fund Surplus/Deficit	\$(12,046.86)
Opening Balance for the period	\$105,023.11
Closing Balance for the period	\$92,976.25

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - UP3632

**The Pyrenean
25-27 MacRobertson Street
MAWSON ACT 2607**

Held on :

Thursday, 14 September 2023 04:00 PM

Held at :

Online, via Google Meets

Video call link: <https://meet.google.com/mfw-xnqb-bwp>

Or dial: (AU) +61 2 9051 6905 PIN: 429 258 470#

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION The Pyrenean UP3632

Held Thursday, 14 September 2023 4:00 PM at
Online, via Google Meets

Video call link: <https://meet.google.com/mfw-xnqb-bwp>

Or dial: (AU) +61 2 9051 6905 PIN: 429 258 470#

Present	Arnold Ka Lok Choi (Lot 4), David Percival Burnett (Lot 5), Mr Stuart Lachlan Paton & Mrs Fiona Kate Paton (Lot 9), Regan Bartholomew (Lot 7)
Civium Rep(s)	None
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Regan Bartholomew
Levy Arrears	The following lots owed a Body Corporate debt and were ineligible to vote: None

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>That the minutes of the previous General Meeting of the Owners Corporation, held on 23 September 2022, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p><i>Secretarial Note: The Owner's present requested that the chosen contractor meet a member of the Executive Committee on-site when completing this report.</i></p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolves:</p> <p>a) that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and</p> <p>b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.</p> <p><i>Current Policy:</i></p> <p><i>Insurer: CHU</i></p> <p><i>Building Sum Insured (BSI): \$3,616,200</i></p> <p><i>Excess: \$1000</i></p> <p><i>Policy Expiry: 20.12.2023</i></p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>That the Owners Corporation consider any open or new Insurance Claims.</p> <p style="text-align: right;">Motion Acknowledged</p>
5	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>That the financial statement of accounts for the financial year ending 31/07/2023 be adopted.</p> <p><i>NOTE: Any questions relating to the financial statements should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i></p> <p style="text-align: right;">Motion Carried</p>

6	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p>NOTE: An audit report is not a requirement for UP3632, due to the size and nature of the complex and budget.</p> <p style="text-align: right;">Motion Defeated</p>
7	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
8	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p><i>NOTE: Any new common property maintenance issues are to be reported to the Strata Manager prior to the meeting.</i></p> <p style="text-align: right;">Motion Carried</p>
9	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: A fire safety review is not applicable to UP3632</i></p> <p style="text-align: right;">Motion Defeated</p>
10	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE: The Owners Corporation are reminded that the Owners Corporation may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.</i></p> <p style="text-align: right;">Motion Carried</p>

11	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. That contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Expenditure</u> \$26,670.00 <u>Total Administrative Fund Income</u> \$26,670.00</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><u>Total Expenditure</u> \$1,663.00 <u>Total Sinking Fund Income</u> \$17,319.00</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 01/10/2023 2nd instalment 01/01/2024 3rd instalment 01/04/2024 4th instalment 01/07/2024</p> <p><i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i></p> <p><i>NOTE: Any questions relating to the budget should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i></p> <p style="text-align: right;">Motion Carried</p>
12	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>That the election of the Executive Committee takes place:</p> <ol style="list-style-type: none"> 1. That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee. 2. That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. <p><i>Elected Member's</i></p> <p><i>Unit 4 - Arnold Ka Lok Choi</i></p> <p><i>Unit 5 - David Percival Burnett</i></p> <p><i>Unit 7 - Regan Bartholomew</i></p> <p><i>Unit 9 - Mrs Fiona Kate Paton</i></p> <p style="text-align: right;">Motion Carried</p>

	General Business
	Community Group Communication The EC will be setting up some form of group communication for all Owners to be able to access. The Strata Manager is to distribute the details once it has been set up.

There being no further business the chairperson declared the meeting closed at 04:25 pm

Dated: 14 September 2023

Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No UP3632

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **14/09/2023**

A3 Reduced quorum decisions

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

Date of decision 14/09/2023	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 15/09/2023

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



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

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

**Minutes of the Annual General Meeting
3632 - The Pyrenean
25-27 MacRobertson Street**

Date: On 23 Sep 2022 at 04:00 PM
Commencement: 04:48 PM
Venue: Online

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present Lot 9 Mr S. Paton
15/09/2022:

Members Present Lot 6 Ms H. Caskie
23/09/2022 Lot 8 Mr T. Contor & Mrs L. Morgan

Chairperson: Mr S. Paton was elected chairperson for this meeting 15/09/2022

Online Votes: Lot 6 Ms. H. Caskie
Lot 8 Mr T. Contor & Mrs L. Morgan

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Joseph Kinnish representing Independent Strata Management Pty Ltd.

1. PREVIOUS MINUTES

Motion CARRIED.

It was resolved that the Minutes of the previous Annual General Meeting held on the 26th of August 2021 be confirmed as a true and accurate record of the proceedings of the meeting.

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

2. INSURANCE RENEWAL

Motion CARRIED.

It was resolved that the Owners Corporation of UP3632 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

3. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP3632 accept the financial statements as presented. **Motion CARRIED.**

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

4. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP3632 adopt the proposed Administrative Fund budget of \$20,000.00. **Motion CARRIED.**

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

5. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP3632 adopt the proposed Sinking Fund budget of \$17,379.00, in accordance with the Sinking Fund Forecast. **Motion CARRIED.**

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

6. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

Defeated that the Owners Corporation of UP3632 agree that the approved budget for the 12-month period starting 1st of August 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1/10/20, 1/1/21, 1/4/21, 1/7/21 **Motion DEFEATED.**

VOTES Yes : 2 No: 3 Abs: 0 Inv: 0

7. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

Defeated that the Owners Corporation of UP3632 agree that the approved budget for the 12-month period starting 1st of August 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1/10/22, 1/1/23, 1/4/23, 1/7/23 **Motion CARRIED.**

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

8. ELECTION OF COMMITTEE

That the Owners Corporation of UP3632 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **Motion CARRIED.**

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

9. STRATA MANAGEMENT AGENCY AGREEMENT

That the Owners Corporation of UP3632 enter into the following arrangements: **Motion CARRIED.**

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

For reference a copy of the proposed Strata Management Agreement is attached.

VOTES Yes : 5 No: 0 Abs: 0 Inv: 0

10. GENERAL BUSINESS

All matters that require consideration of the Owners Corporation are to be outlined in the Agenda. If you have any general business items that you wish to be considered by the Owners Corporation, please submit 7 working days prior to the scheduled meeting to enable any additions or amendments to be included in the Agenda.

Items as notified to the managing agent 7 days prior to meeting:

Meeting closed: 04:15 PM

Yours faithfully

Independent Strata Management Pty Limited

Joseph Kinnish

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 3632

Email: up3632@independent.com.au

Phone: 02 6209 1481

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 UP 3632

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— August 26th 2021

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

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.

August 26th 2021

[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 owner's 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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's 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
3632 - The Pyrenean
25-27 MacRobertson Street**

Date: On 26 Aug 2021 at 04:00 PM

Venue: Zoom video call

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 5 D Burnett
Lot 7 M Faux & T Hathaway

Chairperson: M Faux was elected chairperson for this meeting.

Online Votes: Lot 3 B Hepburn-Rogers
Lot 6 H Caskie
Lot 8 T Contor & L Morgan
Lot 9 S Paton & F Paton

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Amber Moore representing Independent Strata Management Pty Ltd.

1. ALTERNATIVE VOTING MECHANISMS

That the Owners Corporation of UP3632 agree to accept online pre-voting as a valid vote as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011.

Motion CARRIED.

2. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting held on the 26th of August 2021 be confirmed as a true and accurate record of the proceedings of the meeting.

Motion CARRIED.

3. INSURANCE RENEWAL

That the Owners Corporation of UP3632 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Motion CARRIED.

4. MAINTENANCE PLAN

That the Owners Corporation of UP3632 agree to authorise the Managing Agent, in conjunction with the Executive Committee to obtain a Maintenance Plan, to be approved and maintained by the Executive Committee.

Motion CARRIED.

5. FINANCIAL STATEMENTS

That the Owners Corporation of UP3632 accept the financial statements as presented.

Motion CARRIED.

6. BUDGET DEBATE - ADMINISTRATIVE FUND - AMENDED

That the Owners Corporation of UP3632 adopt the proposed Administrative Fund budget of \$20,731.78. **Motion CARRIED.**

Due to an administration error, the incorrect proposed budget amount was entered. The correct motion is as follows:

That the Owners Corporation of UP3632 adopt the proposed Administrative Fund budget of \$19,935.00.

7. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP3632 adopt the proposed Sinking Fund budget of \$15,832.00, in accordance with the Sinking Fund Forecast. **Motion CARRIED.**

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

That the Owners Corporation of UP3632 agree that the approved budget for the 12 month period starting 1st of August 2021 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1st September 2021, 1st December 2021, 1st of March 2022 and 1st of June 2022. **Motion CARRIED.**

9. ELECTION OF COMMITTEE

That the Owners Corporation of UP3632 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **Motion CARRIED.**

Lot 5	D Burnett
Lot 7	M Faux & T Hathaway
Lot 9	F Paton

10. GENERAL BUSINESS

Structural damage: Owners asked for an update on the cracking on Unit 1. Strata Manager has been trying to find someone to quote without charging a large fee to report on the problem. Lockdown has delayed this, but Strata Manager to continue to seek quotes.

Downpipe: Owners asked for an update on the broken downpipe at Unit 10. Strata Manager has sent a quote request but has not heard anything back. Strata Manager to follow up.

Meeting closed: 04:21 PM

Yours faithfully

Independent Strata Management Pty Limited

Amber Moore
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 3632
Email: teamgolf@independent.com.au
Phone: 02 6209 1796

UNIT TITLES (MANAGEMENT) ACT 2011 – FORM 1 NOTICE OF REDUCED QUORUM DECISIONS - SECTION 3.10 (1)

In accordance with Schedule 3.10 (1) of the Unit Titles (Management) Act 2011 (UTMA), the Owners Corporation (OC) provides this written notice of the reduced quorum decisions.

Schedule 3.11 (1) of the UTMA states that any reduced quorum decisions take effect 28 days after the date of this meeting.

Schedule 3.11 (3) of the UTMA states that a reduced quorum decision is disallowed if within 28 days after the decision was made, the OC is given a petition requiring that the decision be disallowed and signed by a majority of people entitled to vote at the time of signing.

Part A – Reduced Quorum Decisions: Scheduled 3, Section 3.10:

A1. The Owners Units Plan: 3632

A2. Annual General Meeting:

Date (or dates) of Annual General Meeting at which the reduced quorum decision or decisions were made on:

Wednesday 26th of August 2020

The meeting was:

☒ **Regularly Convened** - The Annual General Meeting was regularly convened (not following any adjournment under UTMA Schedule 3.9 (3)).

☐ **Convened After Adjournment** - The Annual General Meeting was convened following an adjournment or adjournments (under UTMA Schedule 3.9 (3) or (6) (a), part 3, Schedule 3).

A3. Reduced Quorum Decisions – Effect: Section 3.11:

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

Date of decision: Wednesday 26th of August 2020

[Full text of reduced quorum decision (see attached minutes)]

A4. Owners Corporation Declaration:

Information in this notice has been recorded on the following date from details shown in the records of the OC.



(Strata Manager Signature)

Katelyn Tyson

(Strata Manager Name)

Wednesday 26th of August 2020

(Date)



**Minutes of the Annual General Meeting
3632 - The Pyrenea
25 - 27 MacRobertson Street, Mawson ACT**

Date: Wednesday 26 Aug 2020

Commencement: 4:00 PM

Venue: Independent Strata Management, Business Room 2, Level 2, 91 Northbourne Avenue, Turner, ACT 2612 and online via Microsoft Teams

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Mr D. Burnett (Unit 5), Mr T. Hathaway representing himself and Mr M. Faux (Unit 7) and Mrs F. Paton (Unit 9)

Chairperson: Mr T. Hathaway was elected chairperson for this meeting.

Apologies: Nil.

Proxy Votes: Mr M. Faux to Mr T. Hathaway (Unit 7).

Online Votes: Mr T. Contor and Ms L. Morgan (Unit 8)

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Katelyn Tyson representing Independent Strata Management Pty Ltd.

PREVIOUS MINUTES

MOTION 1. It was resolved that the Minutes of the previous Annual General Meeting held 18th of September 2019 be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

INSURANCE RENEWAL

MOTION 2. It was resolved that the Owners Corporation of UP 3632 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee. **CARRIED**

INSURANCE - VALUATION

MOTION 3. It was resolved that the Owners Corporation of UP 3632 authorise the Managing Agent to obtain an insurance valuation report. **CARRIED**

APPOINTMENT OF AUDITOR

- MOTION 4.** It was resolved that the Owners Corporation of UP 3632 authorise the Managing Agent, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Owners Corporation. **CARRIED**

FINANCIAL STATEMENTS

- MOTION 5.** It was resolved that the Owners Corporation of UP 3632 accept the financial statements as presented. **CARRIED**

***Secretarial Notes:** Owners present advised that the recycling bins may require an additional service per week. The Strata Manager is to discuss these costs with the Executive Committee.*

BUDGET DEBATE - ADMINISTRATIVE FUND

- MOTION 6.** It was resolved that the Owners Corporation of UP 3632 adopt the proposed Administrative Fund budget of \$28,131.78 **CARRIED**

BUDGET DEBATE - SINKING FUND

- MOTION 7.** It was resolved that the Owners Corporation of UP 3632 adopt the proposed Sinking Fund budget of \$15,832.00. **CARRIED**

ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

- Motion 8.** It was resolved that the Owners Corporation of UP 3632 agree that the approved budget for the 12-month period starting 1/8/20 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1 October, 1 December 2019, 1 April and 1 July 2020. **CARRIED**

SINKING FUND FORECAST REPORT

- MOTION 9.** It was resolved that the Owners Corporation of UP 3632 give consent to obtain an updated Sinking Fund Forecast Report to be approved and accepted by the Executive Committee. **CARRIED**

***Secretarial Notes:** Owners present asked to have quotes obtained for this report. The Strata Manager will provide this to the Executive Committee.*

ELECTION OF COMMITTEE

- MOTION 10.** It was resolved that the Owners Corporation of UP 3632 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

***Secretarial Notes:** It was agreed that four (4) Owners form the EC comprising of the following;*

Mr T. Hathaway (Unit 7)

Mr M. Faux (Unit 7)

Mr S and Mrs F. Paton (Unit 9)

GENERAL BUSINESS

Gutter guard: A re-quote will be asked of Ultimate Cleaners as per the specification at last year's AGM. It was noted there are black marks around the guttering that are required to be investigated.

Irrigation: Owners present agreed to defer this item for now.

Sinking fund – Deck:

The Strata Manager is to obtain quotes to get the common property area decks re-stained, as per the Sinking Fund Forecast. The nails protruding out of the deck is also to be included in this quote.

Bin Enclosure light:

The Strata Manager is to obtain quotes to get the bin enclosure light replaced with a sensor light.

Meeting closed at 4:32 PM

Yours faithfully

Independent Strata Management Pty Limited

Katelyn Tyson

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 3632

Email: teamgolf@independent.com.au

Phone: 6209 1569

UNIT TITLES (MANAGEMENT) ACT 2011 – FORM 1 NOTICE OF REDUCED QUORUM DECISIONS - SECTION 3.10 (1)

In accordance with Schedule 3.10 (1) of the Unit Titles (Management) Act 2011 (UTMA), the Owners Corporation (OC) provides this written notice of the reduced quorum decisions.

Schedule 3.11 (1) of the UTMA states that any reduced quorum decisions take effect 28 days after the date of this meeting.

Schedule 3.11 (3) of the UTMA states that a reduced quorum decision is disallowed if within 28 days after the decision was made, the OC is given a petition requiring that the decision be disallowed and signed by a majority of people entitled to vote at the time of signing.

Part A – Reduced Quorum Decisions: Scheduled 3, Section 3.10:

A1. The Owners Units Plan: 3632

A2. General Meeting:

Date (or dates) of General Meeting at which the reduced quorum decision or decisions were made on:

Thursday 19th of November 2020

The meeting was:

☒ **Regularly Convened** - The General Meeting was regularly convened (not following any adjournment under UTMA Schedule 3.9 (3)).

☐ **Convened After Adjournment** - The General Meeting was convened following an adjournment or adjournments (under UTMA Schedule 3.9 (3) or (6) (a), part 3, Schedule 3).

A3. Reduced Quorum Decisions – Effect: Section 3.11:

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

Date of decision: Thursday 19th of November 2020

[Full text of reduced quorum decision (see attached minutes)]

A4. Owners Corporation Declaration:

Information in this notice has been recorded on the following date from details shown in the records of the OC.



(Strata Manager Signature)

Katelyn Tyson

(Strata Manager Name)

Thursday 19th of November 2020

(Date)



**Minutes of the Extraordinary General Meeting
3632 - The Pyrenean
25-27 MacRobertson Street, Mawson ACT 2607**

Date: Thursday 19 November 2020

Commencement: 5:00 PM

Venue: Online only

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Mr D. Burnett (Unit 5), Mr M. Faux & Mr T. Hathaway (Unit 7), Mr S. & Mrs F. Paton (Unit 9), Mr D. Madsen (Unit 10) and Mr D. Hill & Mr P. Campbell (Unit 11).

Chairperson: No one was elected chairperson for this meeting.

Apologies: Nil.

Proxy Votes: Nil.

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Katelyn Tyson representing Independent Strata Management Pty Ltd.

BUDGET DEBATE - ADMINISTRATIVE FUND

MOTION 1. It was resolved that the Owners Corporation of UP 3632 adopt the proposed Administrative Fund budget of \$20,731.78. **CARRIED**

Explanatory Notes: Upon review of the financial statements from last year, it was found that due to an administration error from migration of the financial systems, some payments appear to have been paid twice. This is incorrect and we can confirm there were no double-ups in the financials. However, this means that the budget that was approved at the Annual General Meeting held in August, is incorrect and needs to be lowered. This amended budget for the lowered amount is to be approved by the Owners Corporation in order for the future levies for this complex to be decreased.

Meeting closed at 5:00 PM.

Yours faithfully

Independent Strata Management Pty Limited

Katelyn Tyson
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 3632
Email: teamgolf@independent.com.au
Phone: 6209 1569



10 YEAR SINKING FUND PLAN

DATE OF INSPECTION: 23 SEPTEMBER 2020



25 MACROBERTSON STREET, MAWSON :: UP3632



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Annexure A - Annual Individual Lot Contribution over the 10 Year Plan

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COVERED ITEMS	Identification of Covered Items - 10 Year Sinking Fund Plan - Cost Estimates (includes GST)											Page 3	
10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson										Strata Plan:	UP3632	
Period covered by the Plan:	31 July 2020 to 31 July 2030										Plan prepared on:	1 October 2020	

Ser- ial	* Items	Current Cost	Approx year work required	Escalated amount	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
					Jul-21	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27	Jul-28	Jul-29	Jul-30
1	Structure													
2	Roof	\$6,000	6	\$7,814						\$7,814				
3	Long term capital items	\$6,000	10	\$9,318										\$9,318
4	Appendages													
5	Common property doors	\$4,000	9	\$5,944									\$5,944	
6	Common property lighting	\$2,000	8	\$2,844								\$2,844		
7														
8	Garage doors	\$6,000	7	\$8,165							\$8,165			
9														
10	Guttering + downpipes	\$6,000	9	\$8,917									\$8,917	
11	Brickwork	\$3,000	7	\$4,083							\$4,083			
12														
13														
14	Inside													
15														
16														
17														
18														
19	Outside													
20	External painting	\$60,000	10	\$93,178										\$93,178
21	Retaining walls	\$5,000	5	\$6,231					\$6,231					
22	Fences	\$2,500	6	\$3,256						\$3,256				
23														
24	Garden + landscaping	\$1,500	3	\$1,663			\$1,663							
25														
26	Trip or slip hazards	\$500	1	\$518	\$518									
27	Stormwater pits + pipes	\$1,800	4	\$2,066				\$2,066						
28	Driveway	\$5,000	10	\$7,765										\$7,765
29														
30														
31														
	Total Estimate (rounded)	\$109,300		\$161,760	\$518		\$1,663	\$2,066	\$6,231	\$11,069	\$12,248	\$2,844	\$14,861	\$110,261

* Covered Items are the items as defined in s80 of the Strata Schemes Management Act 2015

CONDITION REPORT	Condition Report - 10 Year Sinking Fund Plan - Method and Reasoning for the Costs Estimates (includes GST)			Page 4
10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson	Strata Plan:	UP3632	
Period covered by the Plan:	31 July 2020 to 31 July 2030	Plan prepared on:	1 October 2020	

Method and Reasoning						
Ser-ial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$6,000	6	Contribution towards the repair of the roof	Good condition	More than 20 years
3	Long term capital items	\$6,000	10	Contribution towards the repair of the long term capital items		
4	Appendages					
5	Common property doors	\$4,000	9	Contribution towards the repair of the common property doors	Good condition	11-15 years
6	Common property lighting	\$2,000	8	Allowance for the replacement of the common property lighting	Good condition	5-7 years
7						
8	Garage doors	\$6,000	7	Allowance for the replacement of the garage doors	Good condition	11-15 years
9						
10	Guttering + downpipes	\$6,000	9	Contribution towards the repair of the guttering + downpipes	Good condition	11-15 years
11	Brickwork	\$3,000	7	Contribution towards the repair of the brickwork	Good condition	11-15 years
12						
13						
14	Inside					
15						
16						
17						
18						
19	Outside					
20	External painting	\$60,000	10	Contribution towards the renewal of the external painting	Good condition	7-10 years
21	Retaining walls	\$5,000	5	Contribution towards the repair of the retaining walls	Average condition	7-10 years
22	Fences	\$2,500	6	Allowance for the repair of the fences	Average condition	7-10 years
23						
24	Garden + landscaping	\$1,500	3	Contribution towards the renewal of the garden + landscaping	Good condition	7-10 years
25						
26	Trip or slip hazards	\$500	1	Allowance for trip or slip hazards		
27	Stormwater pits + pipes	\$1,800	4	Allowance for the repair of the stormwater pits + pipes	Average condition	7-10 years
28	Driveway	\$5,000	10	Allowance for the repair of the driveway	Good condition	7-10 years
29						
30						
31						
	Total Estimate (rounded)	\$109,300				

* This means the year after the Plan is prepared.

PAYMENT PLAN	Recommended Annual Sinking Fund Payment Plan and verification of the recommendations			Page 5
10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson		Strata Plan:	UP3632
Period covered by the Plan:	31 July 2020 to 31 July 2030		Plan prepared on:	1 October 2020

End of Year	Year Ending	Recommended Fund Payment	Annual % change in Fund Payment	Adjustm't to Fund Payment (increase/decrease)	Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Fund Balance	Interest on the Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$64,633	\$485
1	Jul-21	\$16,012			\$81,130	\$518	\$80,612	\$605
2	Jul-22	\$16,652	4.00%		\$97,869		\$97,869	\$734
3	Jul-23	\$17,319	4.00%		\$115,922	\$1,663	\$114,259	\$857
4	Jul-24	\$18,011	4.00%		\$133,127	\$2,066	\$131,062	\$983
5	Jul-25	\$18,732	4.00%		\$150,776	\$6,231	\$144,545	\$1,084
6	Jul-26	\$19,481	4.00%		\$165,110	\$11,069	\$154,041	\$1,155
7	Jul-27	\$20,260	4.00%		\$175,457	\$12,248	\$163,209	\$1,224
8	Jul-28	\$21,071	4.00%		\$185,504	\$2,844	\$182,660	\$1,370
9	Jul-29	\$21,913	4.00%		\$205,943	\$14,861	\$191,082	\$1,433
10	Jul-30	\$22,790	4.00%		\$215,305	\$110,261	\$105,044	\$788
11	Jul-31	\$23,702	4.00%		\$129,534		\$129,534	\$972

Note: some figures may be rounded

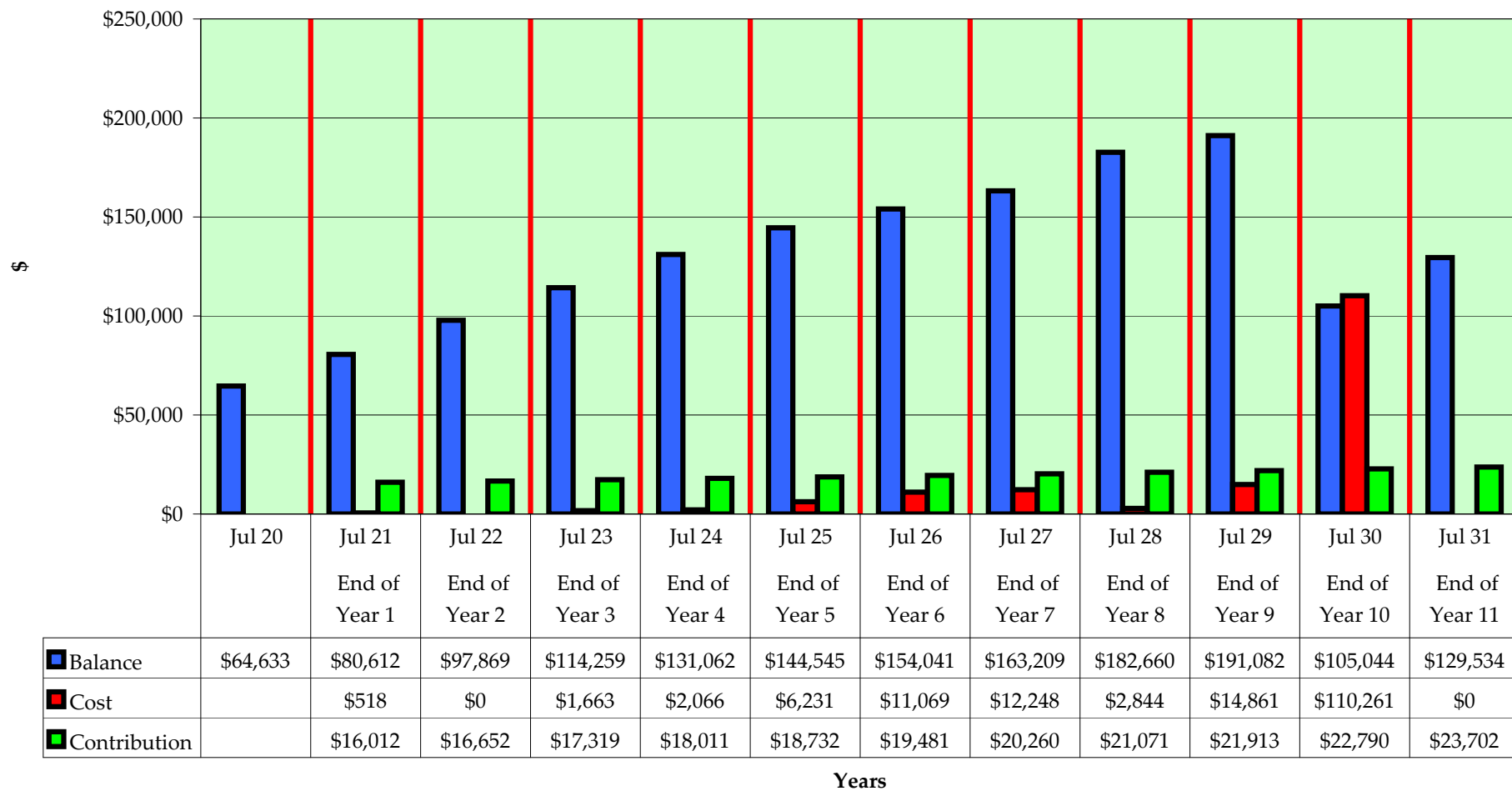
Assumptions		Our Recommendation of the Annual Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Fund Payment (negative adjustment) from Column E to ensure that the Fund Balance remains positive in each year. Column F includes the Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year as set out on Pages 3 and 4. Column H is the Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Sinking Fund contribution for Capital Items	\$16,012	
Buffer (or adjustment to the base annual contribution)		
Recommended Annual Fund Contribution (After Buffer)	\$16,012	
Current Annual Sinking Fund contribution (as instructed)	\$15,832	
Current Sinking Fund Balance (as instructed)	\$64,633	
Annual Sinking Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

RECOMMENDATION	First Year - Recommended Annual Sinking Fund Contributions for each Lot PER ANNUM			Page 6
10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson		Strata Plan:	UP3632
Period covered by the Plan:	31 July 2020 to 31 July 2030		Plan prepared on:	1 October 2020

Rate per U/E	Lot No	Unit Entitlem.	First Year Fund Payment PA
\$16.01	1	78	\$1,249
	2	80	\$1,281
	3	78	\$1,249
Total Unit Entitlement	4	78	\$1,249
	5	80	\$1,281
	6	78	\$1,249
1000	7	90	\$1,441
	8	78	\$1,249
	9	97	\$1,553
Recommended First Year Fund Contribution	10	97	\$1,553
	11	76	\$1,217
	12	90	<u>\$1,441</u>
			\$16,012
\$16,012			

GRAPH RESULTS	Graph - Recommended Sinking Fund Contributions, Estimated Costs, Fund Balance - 10 Years			Page 7
10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson		Strata Plan:	UP3632
Period covered by the Plan:	31 July 2020 to 31 July 2030		Plan prepared on:	1 October 2020

10 Year Costs and Contributions Plan



Method

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the identified Items as set out in the 10 Year Sinking Fund Plan were determined is set out below.

The assessments contained in this Plan have been calculated in accordance with s82 and s83 of the Unit Titles (Management) Act 2011 (Act), which includes anticipated expenditure that is necessary to maintain the common property in good condition. This includes the renewal, replacement or repair of fixtures or fittings that are part of the common property.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building and other improvements. Building plans or building surveys should be provided if the Owners require more accurate areas.

We have relied upon published Building Costs Guides and our extensive experience in costs assessment to determine the costs of maintenance, repair, replacement or renewal of identified Items and do not accept responsibility for any errors from the above providers of source data.

Our inspection of the improvements only includes easily accessible areas of the property at the time of inspection.

The property is physically inspected, and the identified or prescribed Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from building costs publications, and using our over 35 years experience as Valuers.

The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs and uncertainty and risk over time.

Additional comments

The property presents very well and most items appear to be well maintained.

Recommendation

I consider that the existing Sinking Fund Balance is very good, the Current Contributions are sufficient and additional allowances should always be made for any unforeseen circumstances. I recommend that the Owners Corporation adopt as a minimum, the Sinking Fund Payments as shown.

Points of consideration

We have made the following allowances:

- in year 6, contribution towards the repair of the roof.
- contribution towards the repair of the long term capital items, if required.
- in year 9, contribution towards the repair of the common property doors, if required.
- allowance for the replacement of the common property lighting in year 8.
-
- allowance for the replacement of the garage doors.
-
- in year 9, contribution towards the repair of the guttering + downpipes.
- in year 7, contribution towards the repair of the brickwork, if required.
-
-
-
- contribution towards the renewal of the external painting in year 10, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the retaining walls in year 5.
- in year 6, allowance for the repair of the fences, if required. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
-
- contribution towards the renewal of the garden + landscaping, if required. The owners may wish to change the plantings, refresh and restore the landscaped areas.
-
- allowance for trip or slip hazards in year 1, if required.
- in year 4, allowance for the repair of the stormwater pits + pipes.
- in year 10, allowance for the repair of the driveway, if required.
-
-
-

Note that this 10 Year Plan is only an estimate of what items may reasonably require maintenance, repair, renewal or replacement during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a 10 Year Plan may occur in the immediate future. This 10 Year Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. The amounts shown on the Plan are a recommendation based upon our assessment of the likely expenditure on the identified Items contained in the 10 Year Plan, as requested by the Owners. The Owners are entitled to choose whatever contributions they deem appropriate for their particular circumstances.

Summary

The following annual Sinking Fund contributions are recommended at the dates scheduled below.

Year	Year Ending	Recommended Sinking Fund Payment (includes any Extra Costs payment)
1	Jul-21	\$16,012
2	Jul-22	\$16,652
3	Jul-23	\$17,319
4	Jul-24	\$18,011
5	Jul-25	\$18,732
6	Jul-26	\$19,481
7	Jul-27	\$20,260
8	Jul-28	\$21,071
9	Jul-29	\$21,913
10	Jul-30	\$22,790
11	Jul-31	\$23,702

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



W. L. Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV

Australian Property Institute - Certified Practising Valuer - Member No 67509

Royal Institute of Chartered Surveyors - Registered Valuer No 6789078

This Plan is for the use of the Owners and the Strata Manager to determine budgets and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Plan. Neither the whole nor any part of this 10 Year Plan or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear.

This Plan has been prepared on the basis of instruction being for a 10 Year Plan for the Sinking Fund only in order to satisfy the requirements of the relevant Act and the Regulations, and for no other purpose.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. We reserve the right to review or withdraw our Plan at any time. This Plan does not cover the structural condition of the property nor environmental contamination.

This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational safety and health, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The Legislation

The relevant legislation is the Unit Titles (Management) Act 2011 and the Unit Titles (Management) Regulation 2011. The Act refers to the establishment of sinking funds, and the approval and use of sinking fund plans around sections 81 to 89; and maintenance obligations under s24.

Who must obtain a 10 Year Plan

The Sinking Fund Plan must state the expected sinking fund expenditure for at least the 10-year period of the plan; and (b) for each financial year of the plan, the total sinking fund contributions required to (i) meet the expected sinking fund expenditure for the financial year; and (ii) reserve an appropriate amount necessary to be accumulated to meet expected sinking fund expenditure over at least the remaining years of the plan.

Section 81 of the Act, an Owners Corporation greater than 4 units must establish and maintain a sinking fund, and s82 requires that the Owners Corporation approve the use of a 10 Year Plan.

What is the purpose of a 10 Year Sinking Plan

The legislative purpose of a 10 Year Sinking Fund Plan is to assist the Owners and the Strata Manager to determine an appropriate annual contribution to the Sinking Fund to ensure that the common property and personal property of the scheme can be properly maintained, repaired, renewed or replaced over the period of the Plan. This budgeting tool assists the Owners to comply with their legislative requirement to keep the common property in good and servicable condition.

What must be in a 10 Year Sinking Plan

83 Sinking Fund Plan—meaning of Expected Sinking Fund Expenditure

(1) means expenditure that the Owners Corporation will reasonably be necessary to maintain in good condition the common property and any other property it holds:

- (a) the painting or repainting of any building (or any part) that forms part of the common property;
- (b) the acquisition of new property or renewal or replacement of property that it holds;
- (c) the renewal, replacement or repair of fixtures and fittings that are part of the common property;
- (d) the renewal, replacement or repair of anything else on the common property;

(e) for class A units, any purpose in para (b), (c) or (d) that relates to defined parts of the building;

(f) for class B unit—any maintenance in para (b), (c) or (d) authorised by a 24(1)(g) special

(g) any other capital expenses for which the corporation is responsible.

s85 The Owners Corporation must review the Sinking Fund Plan not later than each 5 years.

Our 10 Year Plan's Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, our Sinking Fund Plan complies with each relevant aspect of the Unit Titles (Management) Act 2011 relating to 10 Year Plans.

Additional inclusions within our 10 Year Plan

In addition to the legislative requirements of the Act and the Regulations, we provide additional and further information with clarity to assist the owners in determining the annual contribution for their particular scheme. This may include the personal property of the scheme when these items are advised to us, as well as the common property, and for simplicity, we may group the costs estimates for some items together.

Identified Items

We take into account the list of Items required by the Act and the Regulations as well as further items provide to us by the Owners. Primarily these are items of value of common property of the scheme and may also be the personal property of the scheme. For a more detailed Plan the Owners should provide the costings and the year completed of previous major works, painting and for similar items, as well as any planned major works that may be relevant to that particular scheme such as cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Long Term Capital Items

Our Long Term Capital Items comprises two broad components.

1. minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and
2. contingency and larger long term items such as an allowance for improved fire rating between Sole Occupancy Units (BCA or National Construction Code term) if they may require upgrading, future structural improvements, ie sagging roof timbers in villas and townhouses, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan.

These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is about \$50 to \$75 per lot per annum of the 10 year Plan.

Condition Report

Our 10 Year Plan includes a Condition Report which sets out

1. the assessed current condition of each item scheduled within the Plan, and where each item is Very Good, Good, Average, Below Average, Poor, very Poor Condition; and
2. the expected lifespan once the item has been maintained, repaired, renewed or replaced, and
3. the method and any assumptions used to determine the estimated costs. That is, where the estimated costs could be a Contribution towards a likely cost, or an Allowance for a cost which is considered to be a more accurate or known estimate ie fencing costs are fairly easy cost to estimate.

General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the owners.

Explanation of a Sinking Fund Plan

Primarily the purpose of a 10 Year Plan is to determine the most practical and cost effective annual contribution to the fund, which covers the anticipated costs for the maintenance, repair, renewal or replacement of items of value that form part of the common property of the Scheme and the personal property of the Scheme for the 10 year period the Plan covers.

Practical approach

Our recommended contribution takes into account all of the 'Identified Items' scheduled; the current assumed condition of each item; the likely Life Span of each item once that item has been maintained, repaired, renewed or replaced; the existing Fund balance amongst other things, in order to ensure that the recommendation is sufficient but not excessive. The benefit of our software is the flexibility it provides, as well as the sensitivity to costs and years adjustments to achieve the most practical recommended contributions which are relevant to each scheme and their own particular circumstances.

Benefit of a well prepared 10 Year Plan

The benefit of a well prepared 10 Year Plan is that owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing or replacing items primarily of a capital nature, rather than those costs and items of a routine nature.

Our 10 year Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Sinking Fund.

The benefit of a properly prepared and implemented 10 Year Plan is that it creates a form of forced savings plan on a user pays basis for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Owners to meet their legislative obligations to repair and maintain the common property.

10 Year Plan v "Maintenance type" Plan

A Maintenance type Plan is generally different to a 10 year Plan required under the Act, and will tend to schedule the cost of items such as the renewal of fire services or air-conditioning plant or equipment that will need an overhaul or replacement after so much scheduled use, usually by hours of use rather than time. An analogy of a Maintenance Type Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Type Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon owners in a scheme as a result of poor financial planning. For example, a Maintenance Type Plan for lifts (or air conditioning or painting or other items) may have no money required for years 1 to 4, and then have a large amount in year 5 for the upgrading of the lift cars, and then nothing for each of the following years, and that is all a Maintenance Type Plan provides.

A scheme that relies upon Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Sinking Fund balance and make adjustments for reasonable and practical annual Sinking Fund contributions.

Contractors and consultants

A large or multi-storey strata scheme may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as lifts with motors, cables, cars, controller systems; common air exhaust systems for bathrooms and car parks with fans, motors and filters; air conditioning plant with equipment, controller systems, shared cooling towers; common hot water services with piping, sensors, tanks; fire services with hydrant tanks, pumps, piping, detection and alarm systems, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a 10 Year Plan. In the absence of these figures we make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved in earlier years leading up to a major cost.

In contrast to the above, our 10 year Sinking Fund Plan is a practical budgeting tool that provides a saving plan approach that ensures that there is sufficient money in the Sinking Fund to pay for the estimated contingent costs to maintain, repair, renew or replace each anticipated Identified Item.

Photographs





ANNEXURE A
Annual Individual Lot Contributions over the 10 Year Plan

Figures may be rounded

10 Year Plan for:	The Owners of Strata Plan 3632 - 25 MacRobertson Street, Mawson	Strata Plan:	UP3632
Period covered by the Plan:	31 July 2020 to 31 July 2030	Prepared:	1 October 2020

Lot No	Unit Ent.	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
		Jul-21	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27	Jul-28	Jul-29	Jul-30	Jul-31
1	78	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,520	\$1,580	\$1,644	\$1,709	\$1,778	\$1,849
2	80	\$1,281	\$1,332	\$1,386	\$1,441	\$1,499	\$1,558	\$1,621	\$1,686	\$1,753	\$1,823	\$1,896
3	78	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,520	\$1,580	\$1,644	\$1,709	\$1,778	\$1,849
4	78	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,520	\$1,580	\$1,644	\$1,709	\$1,778	\$1,849
5	80	\$1,281	\$1,332	\$1,386	\$1,441	\$1,499	\$1,558	\$1,621	\$1,686	\$1,753	\$1,823	\$1,896
6	78	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,520	\$1,580	\$1,644	\$1,709	\$1,778	\$1,849
7	90	\$1,441	\$1,499	\$1,559	\$1,621	\$1,686	\$1,753	\$1,823	\$1,896	\$1,972	\$2,051	\$2,133
8	78	\$1,249	\$1,299	\$1,351	\$1,405	\$1,461	\$1,520	\$1,580	\$1,644	\$1,709	\$1,778	\$1,849
9	97	\$1,553	\$1,615	\$1,680	\$1,747	\$1,817	\$1,890	\$1,965	\$2,044	\$2,126	\$2,211	\$2,299
10	97	\$1,553	\$1,615	\$1,680	\$1,747	\$1,817	\$1,890	\$1,965	\$2,044	\$2,126	\$2,211	\$2,299
11	76	\$1,217	\$1,266	\$1,316	\$1,369	\$1,424	\$1,481	\$1,540	\$1,601	\$1,665	\$1,732	\$1,801
12	<u>90</u>	<u>\$1,441</u>	<u>\$1,499</u>	<u>\$1,559</u>	<u>\$1,621</u>	<u>\$1,686</u>	<u>\$1,753</u>	<u>\$1,823</u>	<u>\$1,896</u>	<u>\$1,972</u>	<u>\$2,051</u>	<u>\$2,133</u>
	1000	\$16,012	\$16,652	\$17,319	\$18,011	\$18,732	\$19,481	\$20,260	\$21,071	\$21,913	\$22,790	\$23,702



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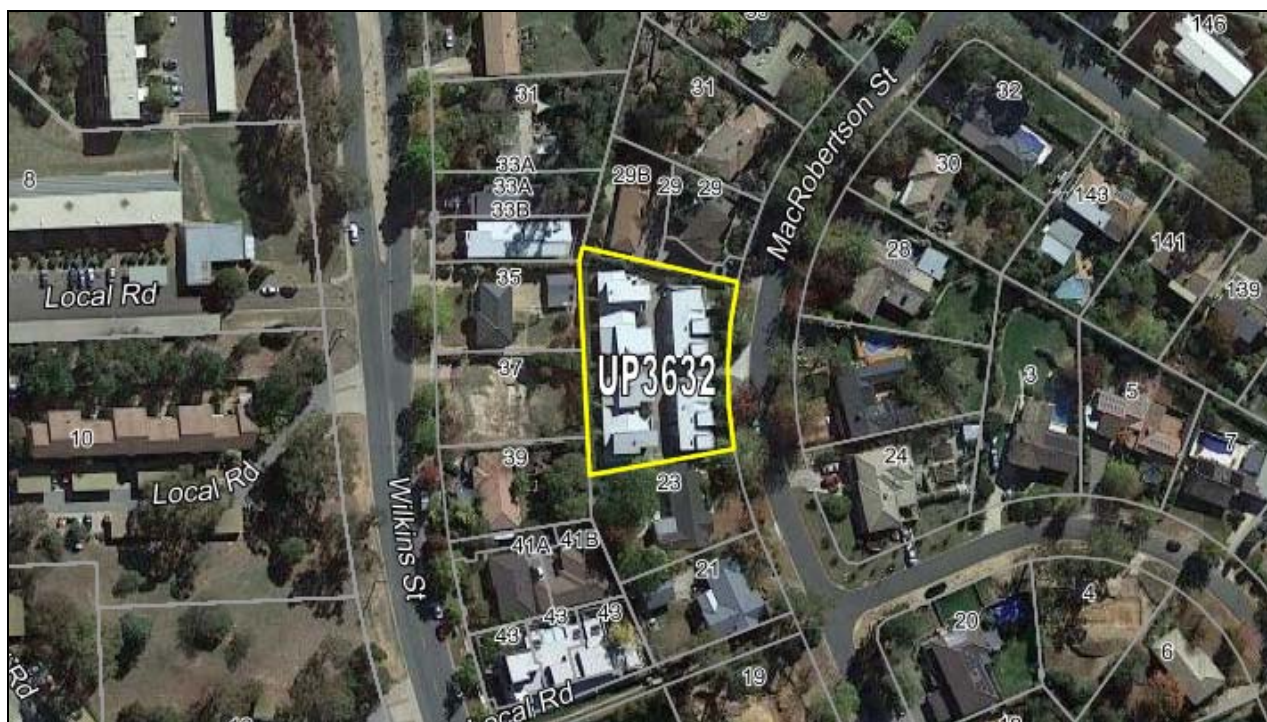
BUILDING INSURANCE VALUATION REPORT

OCTOBER 2020

PHOTO DATE: SEP 2020



25 MACROBERTSON STREET, MAWSON :: UP3632



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Certified Property Professionals

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Building Insurance Valuation Certificate of Value

This is to certify the Replacement Cost of the buildings of the Unit Plan described herein, in accordance with the strata industry and Valuation profession best practice.

Reported interest of: *The Registered Proprietors of UP3632*
Address of property: *25 MacRobertson Street, Mawson*
Land description: *Lots 1-12 and the Common Property*
Subject Improvements: *Two level townhouse complex with car accommodation*
(Brief description only)
Registration date & brief description: *Registered 2011, masonry, landscaped areas, and average finish*
Normal items and events included in the value ascribed below: *Replacement of the buildings and other improvements, demolition and removal of debris, architects and other professional fees, 30 months allowance for rise and fall in building costs, including GST*
Date Prepared: *2 October 2020*
Date of Valuation: *2 October 2020*
Certificate Number: *59872*

In accordance with the comments made within this Certificate and based upon Building Costs reasonably available as at the Date Prepared, we are of the opinion that the Building Costs including the items listed above and in modern materials as at the Date of Valuation, can be fairly expressed in the amount of

Three million two hundred and eighty thousand dollars

\$3,280,000



Shane Andrew Foley

AssocRICS Registered Valuer RICS Associate No. 6702046

Australian Valuers Institute - CPV508 Australian Property Institute - PMAPI 101291

Registered Valuer No. VAL026522 NSW - Unrestricted

This Certificate should be read with Page 2 of this Certificate including the disclaimers provided

BIV Reports Pty Limited ABN 60 508 188 246

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Building Insurance Valuation

Summary of Calculations

<i>Reported interest of:</i>	<i>The Registered Proprietors of UP3632</i>	
<i>Address of property:</i>	<i>25 MacRobertson Street, Mawson</i>	
<i>Estimated Replacement cost of all buildings</i>		<i>\$2,410,045</i>
<i>Add an allowance for demolition & removal of debris</i>		<i>\$97,050</i>
<i>Add an allowance for professional fees</i>		<i><u>\$200,568</u></i>
<i>Sub total (rounded)</i>		<i>\$2,707,663</i>
<i>Allow for escalation in costs for 30 months</i>		<i>\$270,766</i>
<i>Add GST</i>		<i><u>\$297,843</u></i>
<i>Total (rounded)</i>		<i>\$3,276,272</i>
<i>Recommended Sum Insured on a Replacement basis only</i>		<i>\$3,280,000</i>
<i>Additional items and events to be insured:</i>	<i>Nil</i>	

This certificate is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this certificate. Neither the whole nor any part of this certificate or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. No responsibility is accepted for any unforeseen change in the market in the future. This Certificate of Value has been prepared on the basis of instruction being for Building Replacement Insurance purposes only and for no other purpose. A comprehensive valuation report should be commissioned if a party intends to change their financial position relating to the above property or interest. For example, a valuation for market value purposes or reinstatement (where the buildings are damaged but not destroyed) would include detailed commentary relating to any risks associated with the property.

Any estimate includes an escalation for reasonable growth perceived today, and from the Date of Preparation to the date of likely completion of construction. As the Owners Corporation's liability is unlimited they should view the recommended sum insured as a minimum amount and consider insuring for a higher amount if they believe their particular circumstances warrants it. Our Certificate does not cover the property's structural condition nor environmental contamination, nor is it a quantitative survey and assumes that the existing improvements can be rebuilt in accordance with the relevant planning instruments. As we are not town planners and nor have we been provided with town planning advice this Certificate does not cover loss of floor space or use if the zoning does not allow re-building of the existing improvements. You are to ensure that your particular insurance policy provides further allowance for any rebuilding on another site, that is, additional allowance for purchasing another site, and catastrophe, amongst other things. We do not allow for increased costs due to catastrophic events (such as earthquakes or floods).

The above has been calculated in accordance with valuation best practice or the relevant Act and Regulation which we interpret as a Building Replacement cost (and not for Re-instatement which may be a significantly higher cost). The recommended sum insured is calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building and or the subject Strata, Community or similar Plan. Building plans or building surveys should be provided to the Valuer if the Owners Corporation requires a more accurate assessment of areas. We have relied upon either Rawlinsons, Cordells, or Quantity Surveyors to assess the cost of replacement in modern materials and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building does not include inaccessible areas of the property nor do we identify or comment on the structural integrity, rot, defect, infestation of the improvements.

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CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-021412

Policy Class: Axis Residential Strata Insurance Policy

Insured: UP 3632

Interested Party:

Interest Insured:

Location: 25 MACROBERTSON STREET
MAWSON

State: ACT

Postcode: 2607

Inception Date: 4:00pm on 20th December 2023

Expiry Date: 4:00pm on 20th December 2024

Sums Insured:	1. Buildings	\$	3,986,861
	Common Contents	\$	39,869
	Loss of Rent	\$	598,029
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	0 %	Not Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	2,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (AUSTRALIA BRANCH)

Date: 19 December 2023



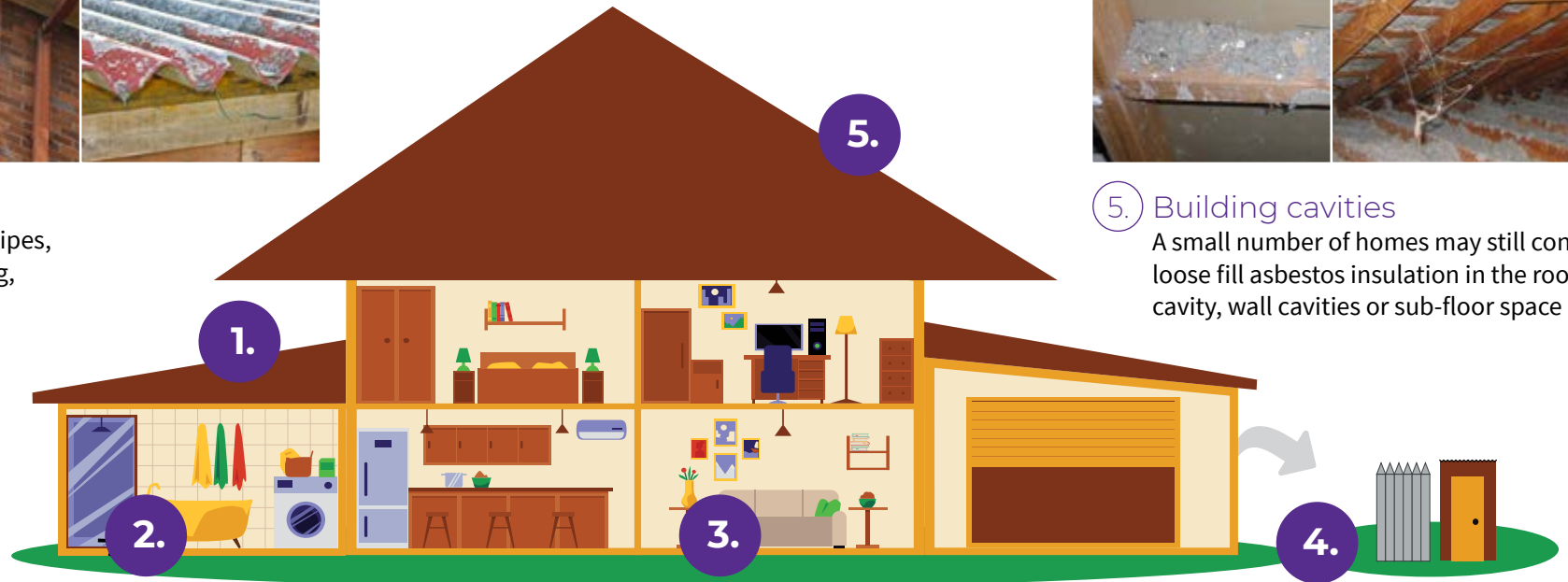
Axis Underwriting Services Pty Ltd
as Agents of the Insurers

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.

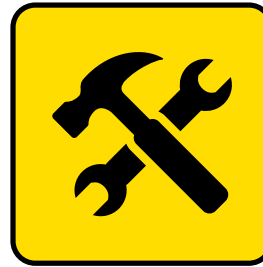
Asbestos materials become dangerous when:



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.