

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		24	629	28	856	ISABELLA PLAINS
and known as 24/12 Jondol Street, Isabella Plains						
Seller	Full name	NORMA ELLEN DONALDSON				
	ACN/ABN	--				
	Address	7 Doolette Place, Kambah ACT 2902				
Seller Solicitor	Firm	National Business Lawyers				
	Email	kthompson@nblawyers.com.au				
	Phone	02 6230 5399	Ref - Kim Thompson			
	DX/Address	PO Box 6036, Mawson ACT 2607				
Stakeholder	Name	Maloneys Trust Account				
Seller Agent	Firm	Maloneys				
	Email	petermaloney@maloneys.com.au				
	Phone	02 6231 6680	Ref - Peter Maloney			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
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 and				
Goods	Description	All window treatment, floor coverings, light fittings, fixed appliances as inspected				
Date for Registration of Units Plan		Not Applicable				
Date for Completion		Within 30 days of 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 type="checkbox"/> No <input checked="" 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 checked="" 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					
	Email					
	Phone		Ref			
	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).
- ☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0%	% per annum
Interest rate if the defaulting party is the Buyer	10%	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660.00	(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		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:		%	
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<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)

- 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.
- 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.
- 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

- The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 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.
- 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.
- There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 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, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

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

8. Adjustments

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

9. Terms of possession

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

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
 - (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.
- 9.3.2 The Seller must hand to the Buyer on Completion:
- (a) any written Tenancy Agreement to which this Contract is subject;
 - (b) a notice of attornment;
 - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
 - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:
 - Adjustment Figures** mean details of the adjustments to be made to the Price under this Contract;

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

17. Compensation claims by Buyer

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

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

- (a) the total amount claimed exceeds 5% of the Price;
- (b) the Seller gives notice to the Buyer of an intention to rescind; and
- (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

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

- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

the Stakeholder in trust for the Seller and the Buyer;

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

18. 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

* Alter as necessary

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

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

20. Termination – Seller default

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

21. Rescission

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

22. Damages for delay in Completion

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

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

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

23. Foreign Buyer

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

24. GST

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and Interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case – not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and Interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
- 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
- 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
- 51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
- no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

Unit 24 UP No. 629
Block 28 Section 856 Isabella Plains
24/12 Jondol Place, Isabella Plains



MS NORMA E DONALDSON
7 DOOLETTE PLACE
KAMBAH ACT 2902

Our reference: 7158756336883

Phone: **13 28 66**

8 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello NORMA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411065323503
Vendor name	NORMA ELLEN DONALDSON
Clearance Certificate Period	8 May 2025 to 8 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- "CONTRACT"** means this contract including the Printed Terms, these Special Conditions, and any other annexures or attachments.
- "PRINTED TERMS"** means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of Land numbers 1 to 53 forming part of this contract.
- "REPORTS"** means the Building and Compliance Inspection, Pest Inspection, EER, Section 119, which ever are applicable.

2. BUYER ACKNOWLEDGES

- 2.1 The Buyer acknowledges and declares that he has purchased the Land Improvements and Goods in their present condition and state of repair and as a result of the Buyer's own inspection and enquiries (but not limiting the generality thereof) as to the design structural integrity and presence of asbestos (if any) and the Buyer does not rely on any representation or warranty as to the state of the said Land improvements or Goods and the Buyer shall not make any objection, requisition or claim for compensation regarding such condition and state of repair.
- 2.2 The Buyer further acknowledges that it will not make any objection, requisition or claim for compensation for any addition, alteration, structure or building in respect of the Improvements for which no approval has been granted.

3. ENCROACHMENTS

- 3.1 The Buyer shall take the title subject to and shall not make any objection, requisition or claim for compensation in respect of any encroachment upon the Land or part of parts thereof from any adjoining property or any encroachment by the Improvements or any part of parts thereof upon any adjoining land or the street or lack of any easement or other right in relation to such encroachment.

4. REAL ESTATE AGENT

- 4.1 The Buyer warrants that he was not introduced to the Seller of the subject property by any Real estate Agent other than the Seller's agent shown on the Contract and the Buyer agrees that he will indemnify and keep indemnified the Seller against any claim for compensation by any such agent arising out of any such introduction in breach of the Buyers warranty herein and further the liability of the Buyer in this regard shall not merge at the time of completion of this agreement.

5. KEYS

- 5.1 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.

6. ASBESTOS

- 6.1 The Seller does not check for the presence of asbestos in any form in the Property or the Land and Buyers must reply wholly on their own enquiries as to whether any form of asbestos is present.

- 6.2 The Seller gives no warranty that the Property or the Land is free of any form of asbestos, nor does the Building Inspector who prepares the Building and Compliance Inspection Report contained in Contract.

7. BUYER PAYS FOR REPORTS

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

8. INCONSISTANCIES

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

9. SHUTDOWN PERIOD

9.1 Definitions

Unless the context indicates otherwise, each word or phrase in this clause 9 has the meaning given to it in the clause 9.1.

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

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

WHO means the World Health Organisation.

9.2 Shutdown Period

In this clause 9 Shutdown Period means and day:

- (a) When any of the following is closed:

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

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

- (b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 9.2(a) due to being isolated,

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

9.3 Notice of Closure

- (a) Either party to this Contract may invoke this clause 9 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either Part may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

9.4 Completion extended

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

9.5 Extension of Notice to Complete

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

9.6 Extension of other notices

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

9.7 Payment of damages

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

10. DEATH, LIQUIDATION, ETC

10.1 Without any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, it is agreed that if either party:

- (a) being a corporation, resolves to go into liquidation or has a petition for the winding up presented or enter into any scheme of arrangement for creditors under the provisions of the Corporations Act 2001 or if any liquidator, provisional liquidator, receiver, receiver and manager or official manager is appointed in respect of either party (**"the defaulting party"**); or
- (b) being natural person(s), dies or becomes mentally ill or has a bankruptcy petition presented against them or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors (**"the defaulting party"**)

then the other party may by notice in writing to the defaulting party or his Solicitors rescind this Contract and if the defaulting party is not otherwise in default hereunder the provisions of Clause 21 hereof shall apply.

11. DIRECTOR'S GUARANTEE (IF APPLICABLE)

- 11.1 If the Buyer is a corporation, the Buyer acknowledges and agrees that, in accordance with its constitution and the law applicable to it, each of the Directors of the Buyer have, on the date of this Contract, properly executed the Directors Guarantee attached to this contract marked "Annexure A".

12. WATER METER READING (IF APPLICABLE)

- 12.1 The Buyer must provide the Seller's solicitor with an Icon Water Special Meter Reading Certificate at least three days prior to the Date of Completion, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate.
- 12.2 Notwithstanding clause 8.4 of the Law Society printed terms and conditions the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the price or the deposit to pay or adjust for any amount shown on the certificate.

13. ELECTRONIC TRANSACTION

- 13.1 If the parties agree that this Contract is to be an electronic transaction, then the following will apply:

(a) Each Party consents to:

- (i) The electronic signing of this Contract; and
- (ii) The electronic exchange of this Contract.

(b) The Parties warrant that:

- (i) The electronically signed and exchanged Contract; and
- (ii) If reasonable required by any Party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (i) The Parties' intention to enter into and be bound by the Contract;
- (ii) The Parties' consent to conducting this Contract electronically; and
- (iii) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

(c) The Parties acknowledge and agree that:

- (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the Transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with the Civil Law (Property) Act 2006 (ACT);
- (ii) Documents pursuant to a Power of Attorney; and
- (iii) Deeds generally; and

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

- 13.2 The Buyer further acknowledges that it will not make any objection, requisition or claim for compensation for any addition, alteration, structure or building in respect of the Improvements for which no approval has been granted.

14. ERROR ADJUSTMENT

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

15. DEPOSIT BOND

- 15.1 This special condition applies where the Buyer has requested, and the Seller has agreed to, the provision of a Deposit Bond. This condition is for the benefit of the Seller and the performance of the obligation herein are essential terms of the Contract for Sale.

- 1) In the Condition the word "Bond" means the bond issued to the Seller at the request of the Buyer, annexed hereto and marked "Bond".
- 2) The Bond provided must be no less than ten percent (10%) of the purchase price in the Contract for Sale.
- 3) Subject to clause 2.1 of the standard terms and condition and paragraphs 4 and 5 below, the delivery of the Bond upon or before the forming of this Contract to the Sellers solicitor shall, to the extent of the amount guaranteed under the Bond be deemed for the purpose of this Contract to be payment of the deposit in accordance with this Contract.
- 4) The Buyer shall pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque or via the PEXA settlement system on completion of this Contract or at such other time as may be provided for the deposit to be accounted to the Seller.
- 5) 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 bond provider under the bond, the Buyer must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- 6) The expiry date of the Bond shall be on or after the Completion Date.
- 7) If the Contract is not completed before the expiration of the term of the Bond, the Buyer must provide to the Seller, no later than seven (7) days before the expiration date, a new Bond in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and time for production of the replacement Bond shall be of the essence and, should the Buyer fail to replace the Bond within the stipulated timeframe, the Seller shall be entitled to terminate this Contract as a failure to pay the deposit and clause 19 shall apply.
- 8) If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within forty-eight (48) hours secure the Deposit referred to the Contract to the Seller by either –
 - (a) Providing a replacement Bond by another provider reasonably acceptable to the Seller.
 - (b) Payment of the Deposit in accordance with Clause 2.1 of the Contract for Sale.

16. NON MERGER

- 16.1 Special Conditions and Clauses that are intended to continue after Completion shall not merge on Completion.

Volume 1169 Folio 24 Edition 1

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Isabella Plains Section 856 Block 28 on Deposited Plan 7413 with 25 units on Unit Plan 629

Unit 24 (Class B) entitlement 40 of 1000, 0 subsidiaries

Lease commenced on 17/08/1990, terminating on 27/08/2088

Proprietor

Norma Ellen Donaldson

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

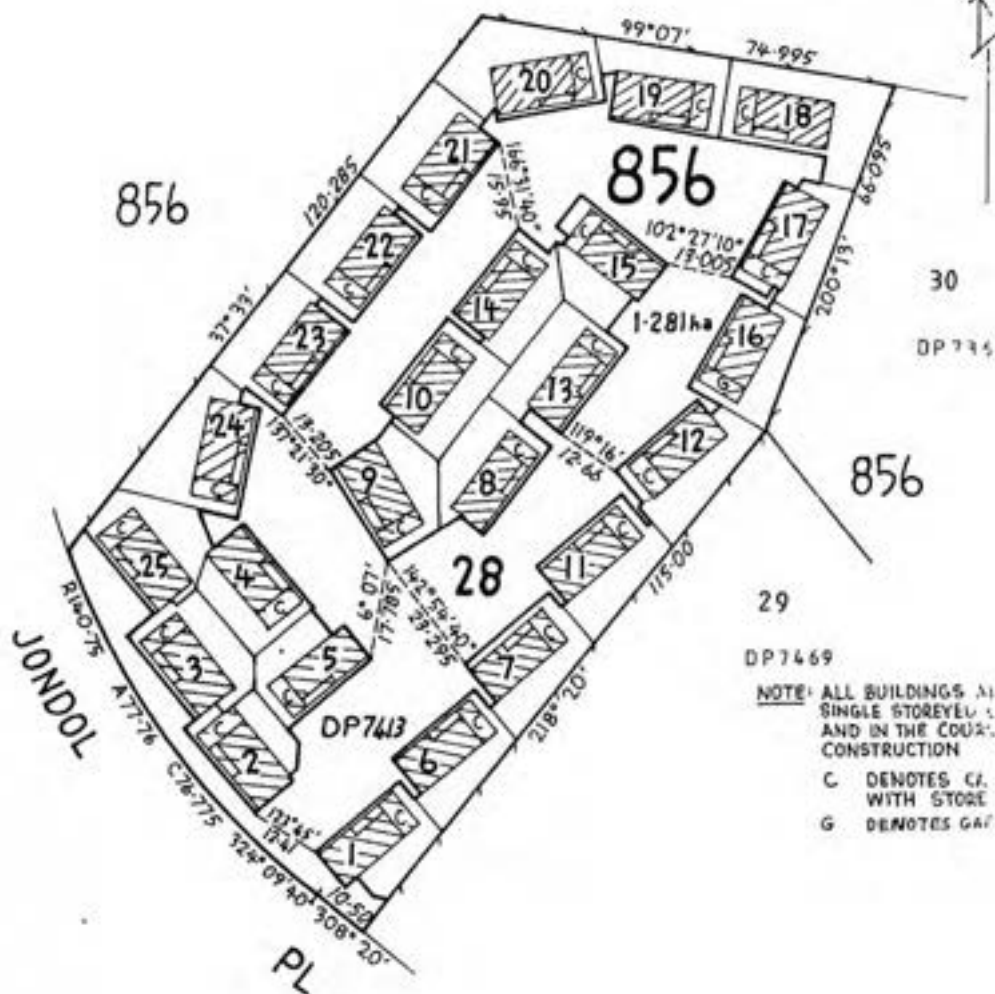
Restrictions

Purpose Clause: Refer Units Plan

End of interests


BLOCK 28 SECTION 856 DIVISION OF ISABELLA PL NS

SITE PLAN



NOTE: ALL BUILDINGS ARE SINGLE STOREY AND IN THE COURSE OF CONSTRUCTION
C DENOTES C/L WITH STORE
G DENOTES GAGE

1) Graphic Bar Scale

(1) 

Registered Surveyor

STATED BY VICTOR HANDEL AT LINES 84 HE RECALLED VOICED
CRAIGOVIC LEAVE MESSAGE THAT HE HAD NO NOTICE OF RETURNING
TO THE PAVLE OF SPANISH REGULARED NUMBER 104411
UNDER THE CIRCUMSTANCES OF WHICH HE HAD CALCULATED THE
WITNESS INTERVIEWING

Applicant

Delegate of the Chief Minister

FORM 1

Real Property (Unit Titles) ACT 1970

UNITS PLAN NO. 629

Block 28 Section 856 Division of ISABELLA PLAINS
 Registrar Book Volume 1157 Folio 600 Deposited Plan No 7413

Address of the Corporation for service of documents CL- REG. PRY. REAL ESTATE, G.P.O.
Box 1839, CANBERRA ACT 2601

I, JOHN RAYMOND RAE of GPO BOX 485 CANBERRA ACT 2601

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me under my immediate supervision, in accordance with the Survey Practice Directions 1967 and was completed on 9-8-90
2. the diagram on sheet(s) 1, 6-7 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - (b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided;
 - (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel;
3. each building or building in the course of erection on the parcel is wholly within the parcel;
4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
 - (a) all walls and unit subdivisions shown in the diagram are wholly within the parcel;
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this 27th day of APRIL 1990

John Rae
 Surveyor registered under the
 Surveyors Ordinance 1967

* Delete if not applicable

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

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

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

Dated this fourteenth day of August 1990

Stuart Collins
 STUART COLLINS
 Delegate of the Chief Minister for the Arts, Sports, the
 Environment, Tourism and Territories

Registered by me on the SEVENTEENTH day of AUGUST 1990
 at CANBERRA o'clock in the PM hour, the number allocated to
 the Units Plan being 629

The term of the leases of the units and the lease of the common property expire on the TWENTY SEVENTH
 day of APRIL 1998

L. Ryan
 L. RYAN Deputy Registrar



FORM 3

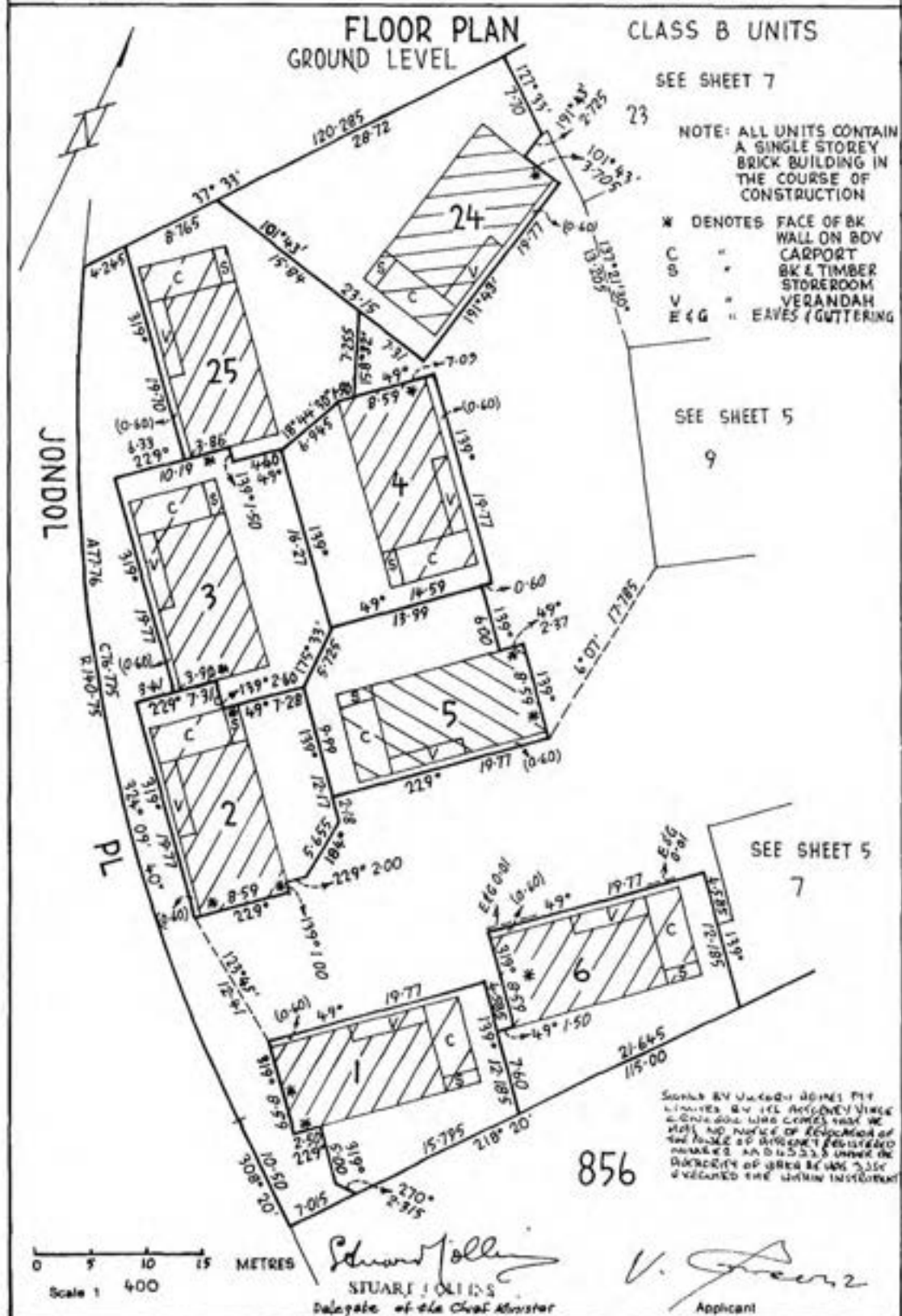
Real Property (Unit Titles) ACT 1970

UNITS PLAN No. 629

Block 28
Register Book Volume 1137

Section	856
Folio	100

Division of ISABELLA PLAINS
Deported Plan No 7413



FORM 3

Real Property (Unit Titles) ACT 1970

UNITS PLAN No. 629

Block 28
Register Book Volume 1137

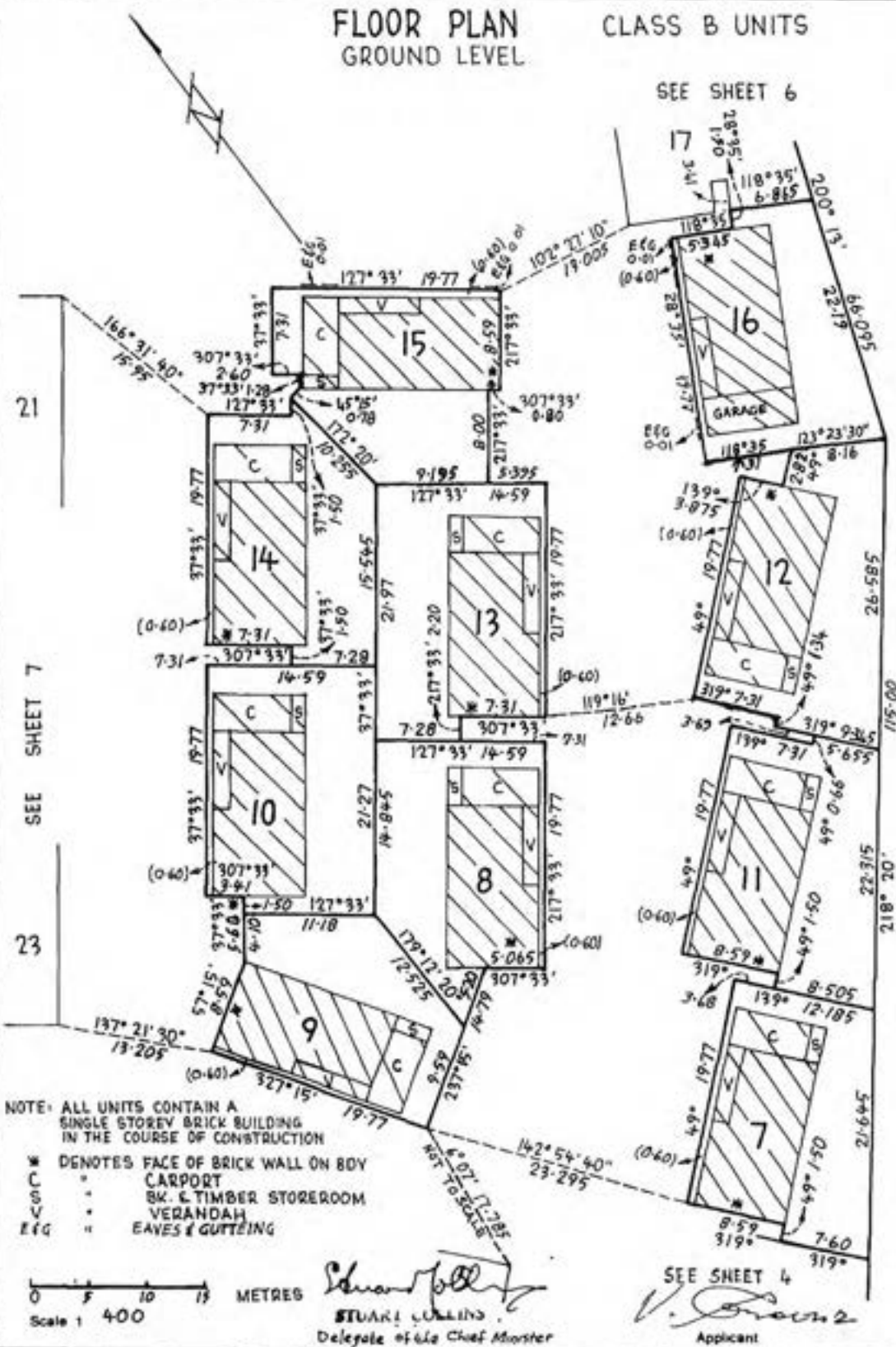
Section 856
Folio 100

Division of ISABELLA PLAINS
Deposited Plan No 7413

FLOOR PLAN
GROUND LEVEL

CLASS B UNITS

SEE SHEET 6

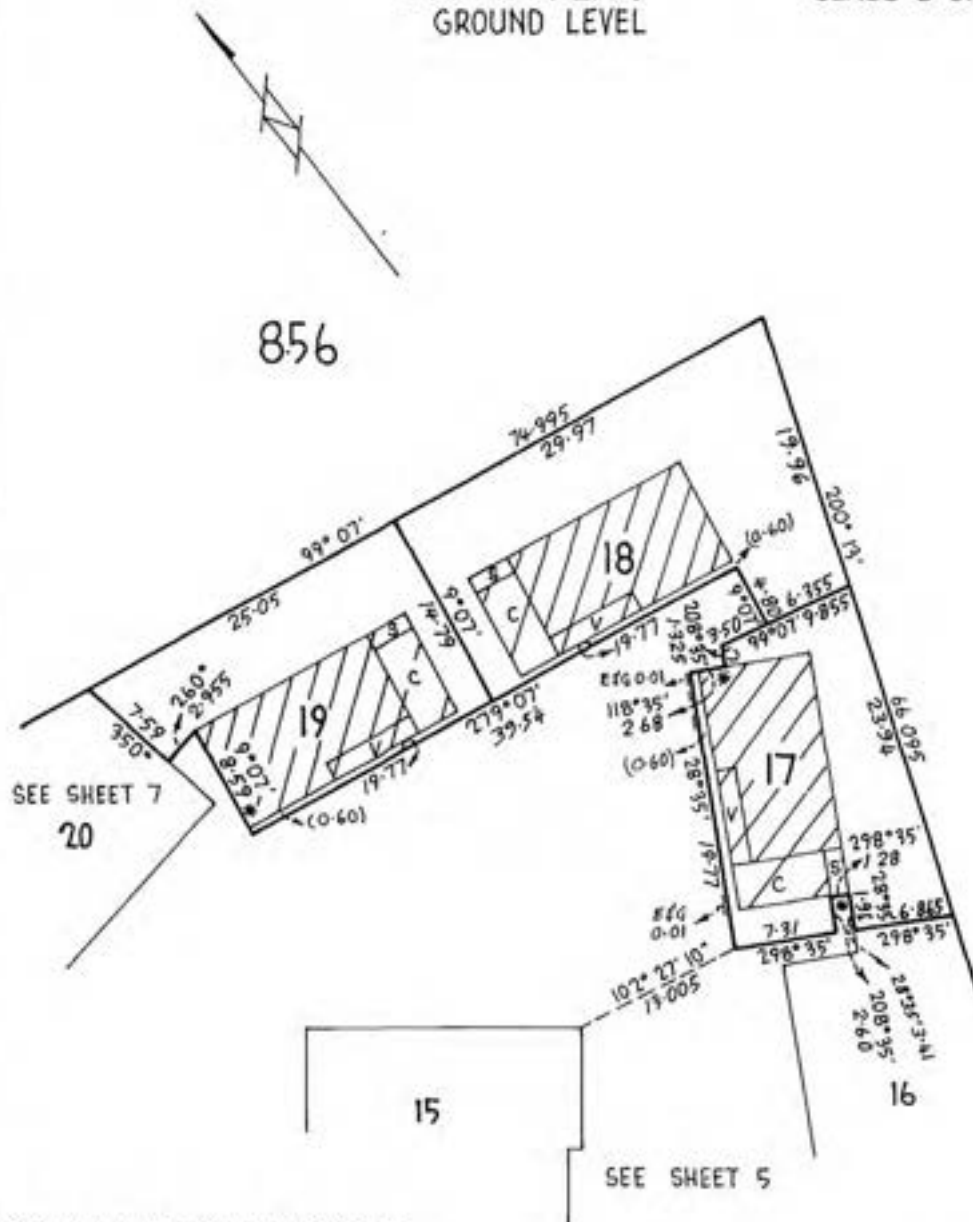


FORM 3

Real Property (Unit Titles) ACT 1970

UNITS PLAN No. 629Block 28
Register Book Volume 1137Section 856
Folio 100Division of ISABELLA PLAINS
Deposited Plan No 7413**FLOOR PLAN
GROUND LEVEL**

CLASS B UNITS



NOTE: ALL UNITS CONTAIN A SINGLE
STOREY BRICK BUILDING IN
THE COURSE OF CONSTRUCTION

* DENOTES FACE OF BK WALL ON BDY
C " CARPORT
S " BK & TIMBER STOREROOM
V " VERANDAH
E & G " EAVES & GUTTERING

SIGNED BY VICTOR BEARDS FOR LIMITED BY 10
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HE HAS NO NOTICE OF REVOLUTION OF THE FLOOR
AND DIMENSIONS RECORDED NUMBER RADII 12.3
UNDER THE AUTHORITY OF LUNDA HE HAS ONLY
EVALUATED THE WORKING INTERDEPEND

0 5 10 15
Scale 1 400

METRES

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister

1/1
Applicant

FORM 3

Real Property (Unit Titles) A C T 1970

UNITS PLAN No. 629

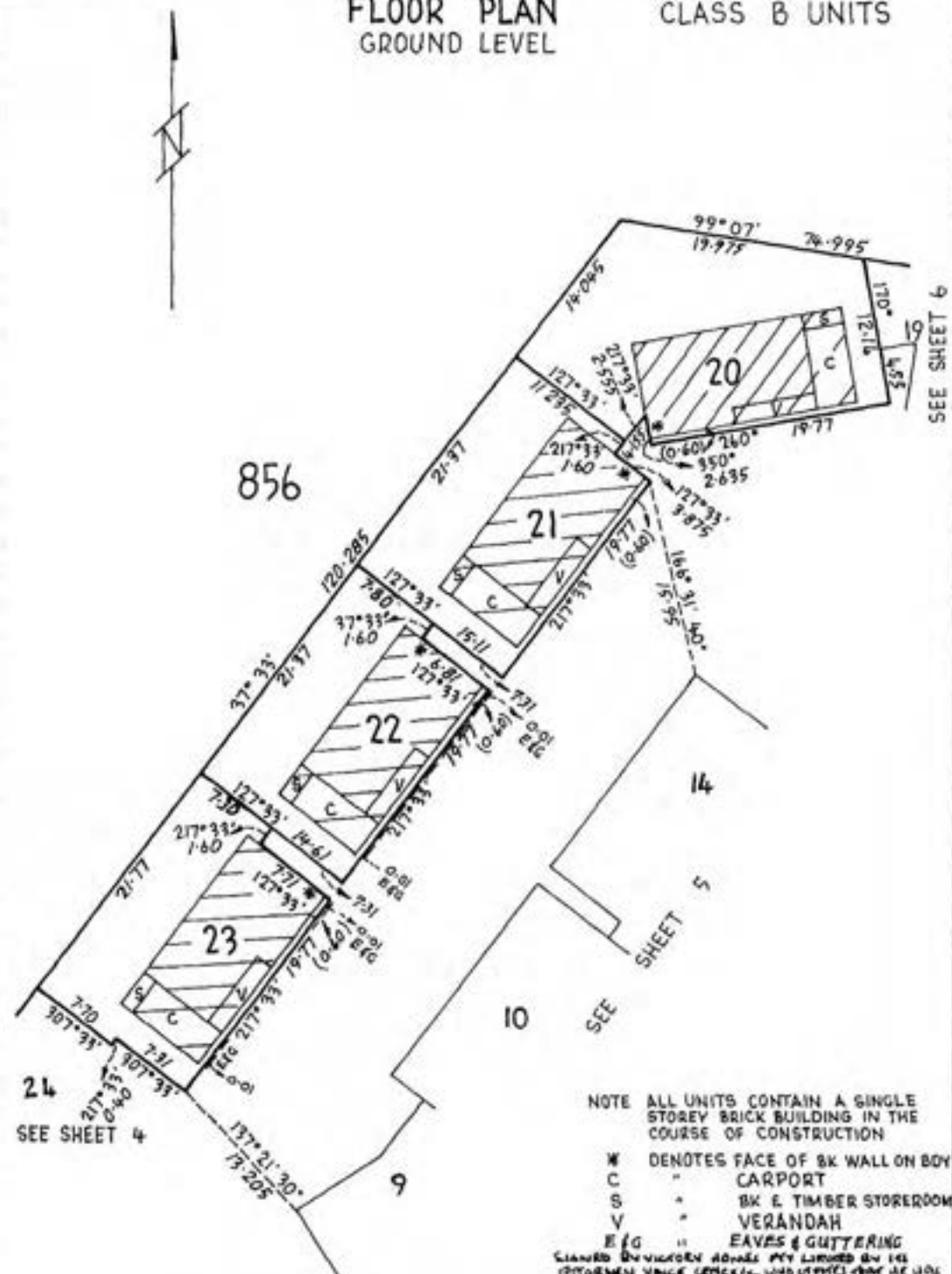
Block 28
Register Book Volume 1137

Section	856
Folio	100

Division of ISABELLA PLAINS
Deposited Plan No 7413

FLOOR PLAN
GROUND LEVEL

CLASS B UNITS



NOTE ALL UNITS CONTAIN A SINGLE
STOREY BRICK BUILDING IN THE
COURSE OF CONSTRUCTION

W DENOTES FACE OF BK WALL ON BOY
C " CARPORT
S " BK & TIMBER STOREROOM
V " VERANDAH
E & G " EAVES & GUTTERING

STANLEY BRONKHORST ALONSO PERI LAMBERTON WAS ISSUED
A DIFFERENT VOICE CERTIFICATE WHO STATES THAT HE WAS
NO MARRIED OR RESIDENCE OF THE POLICE OF BETHLEHEM
REGISTERED NUMBER PA045212 UNDER THE PROTECTION
OF WHICH OF PA03303 EXCLUDED AND WITHIN MISCELLANEOUS

0 5 10 15 METRES
Scale 1 : 400

STUART, COLLINS
Delegate of the Chief Minister

V. Piccini
Applicant

FORM 4

Real Property (Unit Titles) Act 1970

UNITS PLAN NO 629

Block 28 Section 856 Division of ISABELLA PLAINS

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

1. The term of the lease of each of the units expires on the twenty seventh day of August Two thousand and eighty eight.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos.1-25 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to make any structural alterations to the unit without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit;
 - (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;
 - (f) to permit any person or persons authorised by the Territory to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;

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- (g) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the City Area Leases Act 1936 and the Unit Titles Act 1970.
4. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-
- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
- (b) that if -
- (i) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease
- the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
- i) the Minister;
- ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor.
- (f) if the Lessee shall -
- (i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

H.

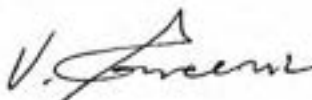
V. Spencer

- (ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
 - (iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;
 - (g) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988.
 - (h) in this schedule, unless the contrary intention appears, "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
 - (i) In this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
 - (j) in the schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory.
5. Each of the Lessees of Units Nos. 1-25 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 28 Section 856 Division of ISABELLA PLAINS on Deposited Plan Number 7413 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than twenty five (25) residential units in total.

DATED the *fourteenth* day of *August* 1990.


STUART COLLINS
Delegate of the Chief Minister

Applicant: VICTORY HOMES PTY LIMITED
"SIGNED BY VICTORY HOMES PTY LIMITED BY ITS ATTORNEY VINCE GRANCEVIC WHO STATES THAT HE HAS NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY REGISTERED NUMBER MD45228 UNDER THE AUTHORITY OF WHICH HE HAS JUST EXECUTED THE WITHIN INSTRUMENT."


Witness: *Headland*
N. HEADLAND
 Solicitor

FORM 5

Real Property (Unit Titles) Act 1970

UNITS PLAN No: 629-----

Block 28 Section 856 Division of ISABELLA PLAINS

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

1. The term of the lease expires on the twenty seventh day of August Two thousand and eighty eight.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 629 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking 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 Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building

d

V. J. J. J.

or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;

- (g) to permit any person or persons authorised by the Territory 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.

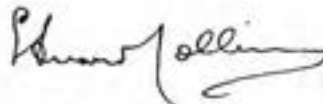
4. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows:-

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
- i) the Minister;
 - ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;
- (d) in this schedule "Territory" means
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988;
- (e) in this schedule "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

d. 

- (g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory.
5. The Proprietors - Units Plan No. 629 acknowledge that the building or buildings erected on the parcel of land defined as Block 28 Section 856 Division of ISABELLA PLAINS on Deposited Plan Number 7413 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than twenty five (25) residential units in total.

DATED the *fourteenth* day of *August* 1990.



STUART COLLINS
Delegate of the Chief Minister

Applicant: VICTORY HOMES PTY LIMITED

"SIGNED BY VICTORY HOMES PTY LIMITED BY ITS ATTORNEY VINCE GRNCEVIC WHO STATES THAT HE HAS NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY REGISTERED NUMBER MD45228 UNDER THE AUTHORITY OF WHICH HE HAS JUST EXECUTED THE WITHIN INSTRUMENT."



WITNESS: *Heakland*
N HEAKLAND
Solicitor.

Volume 1169 Folio 26 Edition 0

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH****LAND**

Isabella Plains Section 856 Block 28 on Deposited Plan 7413 with 25 units on Unit Plan 629

Lease commenced on 17/08/1990, terminating on 27/08/2088

COMMON PROPERTY**Proprietor**

The Owners - Units Plan No 629

C/-City Strata Management PO Box 6248 O'Connor ACT, 2602

REGISTERED ENCUMBRANCES AND INTERESTSOriginal title is **Volume N/A Folio N/A**

Registered Date	Dealing Number	Description
26/07/1991	729430	Special Resolution Altering the Articles
08/10/2015	1994511	Change of Address
19/02/2016	2014862	Application to Note Special Resolution
26/03/2019	2208505	Application to Note Special Resolution

End of interests

LOGGED BY: REG DALY INDEPENDENT
BODY CORPORATE MANAGERS

LAND TITLES
OFFICE

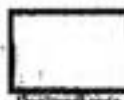
729430

BOX NO:

91 APR 18 AM 11:11



AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
REAL PROPERTY ACT 1925



Document code

THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE REAL PROPERTY ACT (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. TITLE OF APPLICATION

TO REGISTER AN AMENDMENT TO THE ARTICLES OF BODY CORPORATE

2. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

WE THE REGISTERED PROPRIETORS OF UNITS PLAN 629 HEREBY APPLY TO REGISTER AN AMENDMENT TO THE ARTICLES OF THE BODY CORPORATE OF UNITS PLAN 629 WHICH WAS RESOLVED BY A SPECIAL RESOLUTION PUT TO A GENERAL MEETING OF THE CORPORATION HELD ON 17TH AUGUST 1990. A TRUE COPY OF THE RELEVANT PAGES OF THE MINUTES OF THAT MEETING ARE ANNEXED HERETO AND ARE MARKED WITH LETTER "A".

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL/FOL	INSTRUMENT NO.
629 ISABELLA PLNS	856	28			

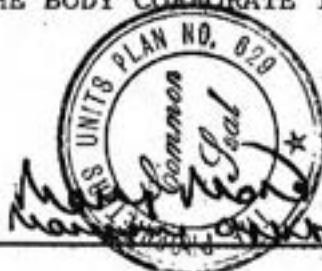
4. DATE

31.3.91

5. EXECUTION

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE APPLICANT.

THE COMMON SEAL OF UNITS PLAN 629 WAS HEREUNTO AFFIXED BY
AUTHORITY OF THE BODY CORPORATE IN THE PRESENCE OF:



SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF
WITNESS. (BLOCK LETTERS). AS REQUIRED.

INSTRUCTIONS FOR COMPLETION

- * THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
- * DELETE WHERE NOT APPLICABLE.
- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * EXECUTION OF DOCUMENT BY:
 - ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg "AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".
 - CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.
 - SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK. ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.

OFFICE USE ONLY

DOCUMENTS LODGED HERewith:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	IV	DATE:	26.7.91
ENTERED:	UP 629	TIME:	ten AM/PM
REGISTERED:			



629

FRI 17 MAY 1990

Dist.

Section

Block

Isabella Plain

886

28

Committee:

It was noted that in accordance with Section 50(1) of the Ordinance until the first annual general meeting the Committee shall consist of all members of the Corporation.

Budget:

The chairman presented a proposed budget which was unanimously confirmed and adopted as is:

Insurance	\$1311.00
Management Fees (3 mths)	\$ 440.00
Administration	\$ 249.00
TOTAL	\$2000.00

A cheque for \$1311.00 made payable to GRE Insurance and a cheque for \$689.00 made payable to the Proprietors of Units Plan 629 would be passed to the Managing Agent at the first opportunity.

Address:

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

First Annual General Meeting:

It was noted that the first Annual General Meeting must be held within six months of registration of the Units Plan. It was anticipated that the meeting would be held in October 1990.

Change to Articles:

It was agreed that the Articles forming part of the Unit Titles Ordinance be amended as follows:

4 A member of the Corporation shall not -

- A [(e) Except in accordance with the written permission given by the Committee and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on his unit.

Closure

There being no further business the meeting closed at 1.00 p.m.



**ACT**

Government

Justice and Community Safety

LAND TITLES

OFFICE OF REGU
ACT Justice and Community

SR52014862

03/02/2016 15:34

**SPECIAL RI
BY OWNERS CORPORATION****2014862**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
City Strata Management	PO Box 6248, O'CONNOR ACT 2602	02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1169;26	ISABELLA PLAINS	856	28	629

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

That the House Rules be adopted.

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) KEITH BARLIN	Full Name (Block Letters) KAREN BARLIN
Address PO Box 6248, O'CONNOR ACT 6202	Address PO Box 6248, O'CONNOR ACT 6202
Office Held Director, City Strata Management	Office Held Director, City Strata Management

OFFICE USE ONLY

Lodged by	TR	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by	19	Registration Date	19 FEB 2016

Approved form AF 2012 - 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)

This form revokes AF2010-61

Unauthorised version prepared by ACT Parliamentary Counsel's Office

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 629

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 4/11/2015

Tick applicable box, or both boxes if applicable:

☐ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
4/11/2015	AGM minutes 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.

6/11/2015

UAB



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



NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{4}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also *reduced quorum decisions* (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

To The Owners of Units Plan 629 Franklin Park
12 Jondol Place ISABELLA PLAINS ACT
MINUTES OF THE ANNUAL GENERAL MEETING

Held: Wednesday 4th November 2015
Time: 5.30pm
Place: Balcony Room Tuggeranong Community Centre



Present: Timothy Moore Unit 9
Laurence Favelle Unit 14
Ros Ingram Unit 16
Vincent Patulny Unit 17
Hazel Gibson Unit 19
Diane Fortescue Unit 20

Rhonda Yates (City Strata Management)

Proxies:	Barbara Sheppard	Unit 12	F/O	Ros Ingram
	Kate Shaw	Unit 21	F/O	Diane Fortescue
	Commissioner of Housing ACT	Unit 22	F/O	Chairperson

Apologies: Elizabeth Favelle Unit 14

As a quorum was not present the meeting proceeded with a Reduced Quorum.

Owners are advised that under Schedule 3 (3.11 (1) & (3)) of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. Diane Fortescue chaired the meeting.

2. Acceptance of Proxies was attended.

3. Minutes of Previous Annual General Meeting

The meeting would like it noted that the previous minutes provided by the previous Strata Management Company was not a true and accurate set of minutes of the 2014 AGM meeting. The meeting can not confirm the minutes.

Motion 1: That the minutes of the previous Annual General Meeting are confirmed. Not confirmed.

4. Matters arising from those minutes.
No matters.

5. Financial report

Motion 2: That the financial statements be accepted as presented for the period 1 October 2014 to 30 September 2015. Carried

6. Insurance

Owners were informed that the existing insurance cover is held through CHU as follows:

Policy No	46581
Renewal Date	16 August 2016
Building	\$9,854,208.00
Legal Liability	\$10,000,000.00
Voluntary Workers	200K/2,000
Fidelity Guarantee	\$100,000.00
Office Bearers	\$5,000,000.00
Loss of rent	\$1,478,131.00
Lot Owners Fixtures	\$250,000.00
Excess	All Claims \$250 for all claims.



The Managing Agent advises that the Owners Corporation insurance only covers the building and public liability claims that occur on the common property. The Corporation's insurance does not cover contents items such as carpet, curtains and light fittings.

All owners may wish to consider having their own contents insurance as well as public liability insurance within their own unit.

Motion 3(Amended) That the Owners Corporation obtain an insurance valuation from Egans Valuers and that level of insurance be increased upon renewal to the figure as suggested by the insurer and in consultation with the Executive Committee. Carried

The cost of the insurance valuation will come from surplus administration funds.

7. Sinking Fund Forecast

Motion 4: That the Owners Corporation adopts the 15 year Sinking Fund Forecast dated 18 September 2015. Carried.

8. Expenditure

Motion 5: That the proposed Administration Fund Expenditure Budget of \$41,507.00 for the period 1 October 2015 to 30 September 2016 be accepted. Carried.

Motion 6: That the proposed Sinking Fund Expenditure Budget of \$5819.00 for the period 1 October 2015 to 30 September 2016 be accepted. Carried

9. Levies

Motion 7: That the Owners Corporation determines an Administration Fund Levy of \$41,507.00 for the 2015/2016 financial year, to be contributed in accordance with unit entitlements. Payments to be made over 4 quarterly periods paid in advance on 1 December 2015, 1 March 2016, 1 June 2016 & 1 September 2016. Carried.

Motion 8: That the Owners Corporation determines a Sinking Fund Levy of \$18,007.00 for the 2015 /2016 financial year, to be contributed in accordance with unit entitlements. Payments to be made over 4 quarterly periods paid in advance on 1 December 2015, 1 March 2016, 1 June 2016 & 1 September 2016. Carried.



All Levy Payments must be made within 30 days of the due date.

If payment is not made within 30 days of the due date, interest charges will accrue and the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the period in which payment is not made.

10. Executive Committee

Under the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period, with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

Nomination of executive committee members were called for:

Timothy Moore	Unit 9	Hazel Gibson	Unit 19
Laurence Favelle	Unit 14	Diane Fortescue	Unit 20
Roz Ingram	Unit 16		

The above owners were then elected, with no objections received, to be the Executive Committee members for Franklin Park, until the next AGM.

11. General Business.

➤ *Motion 10: Special Resolution: That the Owners Corporation adopts the House Rules as attached and the rules be registered at Office of Regulatory affairs.*

The meeting discussed the house rules. There was concern that Noise point 2 was not totally correct and that further investigation was required as to the use of power tools and lawn movers. After further discussion it was resolved that the Executive Committee would look into it further and make the changes required, before the rules are registered at Office of Regulatory Services.

Note to minutes: The house rules have been changed to reflect noise from lawn mowers & power tools.

[The new house rules are attached, please ensure that if your property is tenanted you have a copy given to your tenants]

➤ **Concreting works**

There are concreting works required at the complex to repair the lifted and cracked concrete slabs between driveways, carports and smaller areas. Vincent Patulny has conducted an audit of the areas that need repairing. The meeting discussed the works required and thought it prudent that the Executive Committee meets with Vincent Patulny on site so they have an understanding of the works required and can then prioritise these works as sufficient funds become available. After further discussion it was resolved that the Owners Corporation approve the expenditure for the 2015\2016 year of between \$5,000.00 & \$6,000.00 to undertake the essential concreting repairs, as determined by the Executive Committee. These repairs will then continue over the next few years until completed.

➤ **Plumbing Update**

The complex still requires further plumbing investigation works to be carried out. The Manager is waiting on contact from an owner so the investigation works can continue.

Next Years AGM: The meeting set next years AGM date at Wednesday the 2nd November 2016 at Tuggeranong Community Centre.



As there was no further business to discuss, the meeting then closed at 7.10pm

"FRANKLIN PARK"
UNIT PLAN 629
12 JONDOL PLACE, ISABELLA PLAINS
HOUSE RULES



Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximize the convenience, comfort and privacy of the residents of Unit Plan 629.

At all times and in all matters, Schedule 4 of the Unit Titles Act applies and forms part of the House Rules.

They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Noise

We aim to provide a more conducive environment that will allow residents to benefit in the quiet enjoyment of Franklin Park

1. Residents should be aware that noise penetrates easily into other units, particularly through patio doors and windows.
2. At all times and specifically between 10pm and 7am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, machinery, air conditioning units and tools etc) at a level which may disturb other residents. If you can hear noise outside your front door, it is too loud.
3. Maintenance(including lawnmowers) or Repairs (including power tools etc) are to be used 7am -8pm Monday to Saturday , 8am -8pm Sunday & Public Holidays.
4. In accordance with EPA rules, the standard maximum period for vehicle engine warm up is 5 minutes.
5. ACT Government's fact sheet on Noise in Residential Areas

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide clear access to parking for residents and their visitors.

6. Generally, each unit can accommodate four vehicles at any one time. Residents should park their vehicles in their units allocated car spaces and should not use the visitor's car parking spaces which are reserved for bona fide visitors. If unit parking and visitor's parking are full, then all other vehicles must be parked in Jondol Place.
7. Vehicles are NOT to be parked on the front lawn of units, on the concrete access roadway, on landscaped areas, or in any position where it may cause an obstruction to others.
8. Vehicles are asked to observe a 10kph speed limit within the complex.
9. Residents are responsible for cleaning up any oil spills caused by their vehicles or their guest's vehicles.
10. Vehicles of residents entering the property must have current registration.

11. In the interest of safety, children are discouraged from riding cycles or playing on the common property driveway areas.

Garbage and Recycling

We need to maintain a hygienic and clean disposal of rubbish. The garbage hoppers are for domestic waste only. Recycling facilities are also available and residents are encouraged to use them.

12. Residents should abide by the "use of bins" policy issued by the ACT Government.
13. All rubbish must be enclosed in an acceptable outer container, such as an approved garbage bin liner, fastened securely and be of an acceptable amount.
14. Household items such as furniture, bedding, car parts, electrical equipment etc. should be disposed by the residents at appropriate Government collection centre.
15. The recycling bins are for paper, cardboard, ridged plastic containers, glass bottles and jars, steel and aluminium cans, empty aerosols, aluminium foil and cartons such as milk, wine and beer. Cardboard boxes should be flattened prior to being placed in the bins. *Strictly no disposable nappies, plastic bags, broken crockery, food stuffs or any other non-approved items are to be placed in these bins, as this may contaminate the recycling and may stop it being recycled.* (The ACT Government's Recycling Guide for approved recycling items).
16. All large cardboard boxes, such as TV or refrigerator boxes, should be taken to the Tuggeranong Recycling Centre, located on the corner of Athllon Drive and Scollay Street, Greenway. These items are not to be left in the hopper areas as they will not be removed by the garbage collection service.
17. Any dumping of rubbish, extraneous or oversized items in the hopper area where the offending unit can be identified, will be charged the cost via Body Corporate fees to remediate the area. The owner of the unit will be liable for cost to rectify the problem caused by their tenant. It is the owner's responsibility to seek recompense from their tenant, current or former. This notably occurs when tenants are vacating the complex and items are dumped in the hopper area, or the bins provided are overloaded denying other tenants the ability to dispose of their usual household waste and recyclables. Such laziness and lack of consideration towards others in the complex will not be tolerated. The owner/agent of the unit will be contacted and billed for any call-out fee and clean-up cost prompted by any abuse of this facility.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and shared common interest.

18. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
19. Residents are expected to maintain a level of general tidiness in keeping the common area, ie. car parking areas, driveways, lawns and landscaped areas, clean and free from litter and damage.
20. Items are not to be stored nor washing hung in the carport area.
21. A gardener is employed to maintain the common areas. Residents are asked to cooperate with the gardener and any other trades persons employed by the Body Corporate in performing their duties.



Painting

22. In order to maintain a consistent appearance throughout the complex, no external painting of individual units maybe undertaken without expressed approval of the Executive Committee and in accordance with the approved colour scheme. The periodic painting of the external facades of all units is provided for and performed as per the Sinking Fund forecasts. Any unit owner wishing to paint outside of the programmed painting cycle (and only with the approval of the Executive Committee) is at the cost of the unit owner.

Pets

23. The Body Corporate permits owners and occupiers to keep pets in accordance with legislation.
24. Pets are allowed at the discretion of the owner but must be registered with the Body Corporate including a photo.
25. Pets are not permitted to roam on the common property or cause a nuisance to other residents. If any pet causes a nuisance to other residents, the Body Corporate has the right under the Unit Titles Act, to ask the owner to have the pet removed from the complex.
26. Animal droppings in the courtyards should be cleaned up regularly to prevent odours and discourage flies. Should any pet inadvertently toilet itself on common property, it is the owner's responsibility to clean up the area immediately.

Alterations, Installations and Boundary Fencing

27. Unless specified, alterations and additions must not be undertaken without prior written consent of the Owners Corporation.
28. A blanket approval has been given to owners to install normal domestic use TV antennae, Foxtel, Evaporative Air Conditioning, Solar Panels and Split Air Conditioning Systems. All costs and ongoing maintenance is to be met by the unit owner. Roof mounted fixtures are to be installed on the rear facing roof facade.
29. The installation of door fly screens and security doors should be in a colour complimenting the residence and must be approved by the Owners Corporation in writing prior to installation.
30. The arrangements for repairs or replacement to boundary fences within UP629 are in accordance with Common Boundaries Act, whereby the costs are agreed shared between the owners of the adjoining properties. Where the fence is shared between an owner and an area of common property the cost is the responsibility of the owner. Application for such work would need to be approved by the Owners Corporation.
31. Any fences that are to be replaced are to be replaced in (cream) Colorbond.

General

32. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from the common property area, or from individual units or garages.
33. For safety and appearance, residents are not to store any items in the common property areas, access pathways, vehicle parking spaces or carports.
34. In the interest of Public Health and Safety, smoking is strictly not permitted in any common area. Cigarette butts are required to be disposed in an appropriate manner.
35. No shopping trolleys are to enter the complex.



36. In the interest of safety, parents and guardians should be aware that children are discouraged in playing on the common property driveway areas. Children are not to play in common garden areas. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
37. Residents are responsible for any damage to Body Corporate premises or property, by their guests and visitors, and any disturbance caused by them to other residents.
38. It is the responsibility of residents to clear their mail boxes regularly. If junk mail is not wanted, please place a 'no junk mail' sign on the mailbox. Residents are encouraged to report all incidents and breaches of the House Rules to the Body Corporate Manager. In lodging a complaint, please make note of the details e.g. time, date, unit/s involved, other information such as car details description and registration. Please direct more serious incidents to the relevant authorities.
39. In case of an Emergency "Dial 000". The designated **Assembly Point** in case of an evacuation is on the other side of the road opposite the complex entrance.

Useful Links

Noise in Residential Areas

http://www.environment.act.gov.au/_data/assets/pdf_file/0005/575015/Residential-Noise-in-residential-areas-141015-BM-reduced-size.pdf

Recycling Guide

http://www.tams.act.gov.au/_data/assets/pdf_file/0003/335721/ACT_Recycling_Guide.pdf

Updated 4 November 2015





SR52208505 22/03/2019 11:57:02 SK1P0

2208505

Land Titles Act 1925

Form 094 - SR

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
City Strata Management P/L	PO Box 6248, O'CONNOR ACT 2602	02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1169:26	ISABELLA PLAINS	856	28	629

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

That the Pet changes be added to the pet approval form and to update the house rules. That the house rules be amended to include the Solar Panel amendment.

SUPPORTING DOCUMENTATION


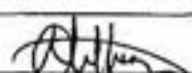
(Please tick appropriate item – Original signed copy must be supplied)

- ☒ 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 RHONDA YATES	Full Name AISLINN CLIFFORD
Address PO Box 6248 O'CONNOR ACT 2602	Address PO Box 6248 O'CONNOR ACT 2602
Office Held Senior Management Team City Strata Management Pty Ltd	Office Held Office Support Manager City Strata Management Pty Ltd

OFFICE USE ONLY

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	26 MAR 2019

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 629

A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made -

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
5/12/2018	AGM meeting

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.

6/12/2018



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



To the Owners of Units Plan 629 Franklin Park
12 Jondol Place ISABELLA PLAINS ACT
MINUTES OF THE ANNUAL GENERAL MEETING

Held: 5th December 2018
Time: 6pm
Place: Boulevard Room Tuggeranong Community Centre (245 Cowlshaw, Greenway)
Present:

J Wilson	Unit 4
N Meritt	Unit 6
I Diedrick	Guest of Unit 6
M James	Unit 8
B Welfare	Unit 10
L Favelle	Unit 14
R Ingram	Unit 16
H Gibson	Unit 19
R Yates & J Tym	representing City Strata Management



Proxies:

G Lowe	Unit 7	FO	Chairperson
C & B Sheppard	Unit 12	FO	R Ingram
T Moore	Unit 20	FO	L Favelle
Commissioner for Housing	Unit 22	FO	Chairperson

Apologies:

C & B Sheppard	Unit 12
K McKenzie	Unit 25

As a quorum was not present the meeting proceeded with a Reduced Quorum.

Owners are advised that under Schedule 3 (3.11 (1) & (3)) of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

The meeting opened at 6pm.

1. L Favelle chaired the meeting.

L Favelle thanked the outgoing EC for their commitment, time and the support given to the Owner Corporation over the last 12 months.

2. Acceptance of Proxies/Absentee Votes was noted and confirmed.

3. Minutes of Previous Annual General Meeting

Motion 1: That the minutes of the previous Annual General Meeting are confirmed.

CARRIED

4. **Matters arising from those minutes.**

All matters will be addressed in general business.

5. **Financial report**

Motion 2: That the financial statements be accepted as presented for the period 01 October 2017 to 30 September 2018.

CARRIED

6. **Strata Management Contract**

Motion 3: Ordinary Resolution: That the Owners Corporation for Units Plan 629 agrees to reappoint City Strata Management as the Owners Corporation Manager for the next three years, in accordance with the same terms as were set out in the original contract.

CARRIED

The contract was signed at the meeting by two members.

7. **Insurance**

Owners were informed that the existing insurance cover is held through CHU as follows:

Policy No	46581
Renewal Date	16 August 2019
BUILDING	\$8,392,230.00
PUBLIC LIABILITY	\$10,000,000.00
OFFICE BEARERS	\$5,000,000.00
FIDELITY GUARANTEE	\$100,000.00
LOSS OF RENT	\$1,258,835.00
VOLUNTARY WORKERS	200,000/2,000
WORKERS COMPENSATION	SELECTED
GOV. AUDIT COSTS	\$25,000.00
LOT OWNERS FIXTURES	\$250,000.00
WH&S BREACHES	\$100,000.00
LEGAL DEFENCE EXP.	\$50,000.00
PAINT BENEFIT	INCLUDED
FLOOD	SELECTED
Excess	\$500 each claim & as per policy wording
Last valuation date	25/11/2015



The Managing Agent advises that the Owners Corporation's insurance only covers the building and public liability claims that occur on the common property. The Owners Corporation's insurance does not cover contents items such as carpet, curtains and light fittings. All Owners may wish to consider having their own contents insurance as well as public liability insurance within their own unit entitlement.

Motion 4: That the level of insurance be adjusted upon renewal in consultation with the Executive Committee.

CARRIED

8. Expenditure

The meeting discussed the expenditure budget and it was resolved to amend the R & M General line item due to works that were expected are no longer required. Expenditure budget reduced by \$10,000.00.

Motion 5: Amended: That the proposed Administrative Fund Expenditure Budget of \$39,500 the period 01 October 2018 to 30 September 2019 be accepted.

CARRIED

The meeting discussed the painting at complex which is due to take place in 2019. The Executive Committee will obtain a revised quote for these work in May 2019 with the expectation of undertaking the works in October 2019.

Motion 6: That the proposed Sinking Fund Expenditure Budget of \$20,000 for the period 01 October 2018 to 30 September 2019 be accepted.

CARRIED

9. Levies

Due to the timing of the AGM the first levy payment has been extended to the 15 January 2019

Motion 7: That the Owners Corporation determines an Administrative Fund Levy of \$40,754 for the 2019/2020 year, to be contributed in accordance with unit entitlements. Payment to be made over 4 periods paid in advance on 15 January 2019, 01 March 2019, 01 June 2019 and 01 September 2019.

CARRIED

Motion 8: That the Owners Corporation determines a Sinking Fund Levy of \$20,000 for the 2019/2020 year, to be contributed in accordance with unit entitlements. Payment to be made over 4 periods paid in advance on 15 January 2019, 01 March 2019, 01 June 2019 and 01 September 2019.

CARRIED

All Levy Payments must be received within 28 days of the due date. If payment is not received within 28 days of the due date, interest charges will accrue from the due date of the applicable period.

10. Executive Committee

Under the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12-month period, with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

Motion 9: That the Owners Corporation of Units Plan 629 agrees to appoint 3-7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.

CARRIED





Nomination of executive committee members were then called for:

L Favelle	T Moore	H.Gibson	J Wilson
R Ingram	B Welfare	M James	

The above Owners were then elected, with no objections received, to be the Executive Committee members for Franklin Park, until the next AGM.

General Business

- **Pets:** Where the Owners Corporation have no evidence/record of a pet approval arising from unavailability of records from the previous Strata Manager Company, the EC would like to propose that new applications for approval be requested. These applications, and future applications, would need to include:

1. a declaration that your pet has not been subject to a TAMS investigation; if yes please provide details
2. if a tenant is applying, owner approval will be required;
3. registration, microchip, vaccination and photograph required;
4. approval, when given, to be clearly stated that such approval is only for the pet described;
5. cats to be de-sexed and contained within the unit yard/structure.

After much discussion it was resolved to except the above changes to the pet approval form and to update the house rules. The new pet application will be sent out to all owners with the AGM minutes requesting it be completed and returned in a timely manner.

- **Complex lighting** – There was discussion about environment friendly globes and it was determined that the gardener be asked: when he changes light globes in the driveway that LED globes are used.
- **Solar Panel Amendment:** The current motion was discussed, and it was resolved that the House rules be amended to include the changes below.

"A blanket approval has been given to owners to install normal domestic use TV antennae, Foxtel, Evaporative Air Conditioning, Solar Panels and Split Air Conditioning Systems. All costs and ongoing maintenance are to be met by the unit owner. Roof mounted fixtures are to be installed on the rear facing roof facade, with the exception of Solar Panels which may be placed to take advantage of the best solar orientation in accordance with the manufacturer's instructions."

The cost of the two amendments to the House Rules with the Office of Regulative Services will be paid out of surplus funds.

Concrete repairs and Grinding: The meeting discussed the staging of the concrete works as stated in the 2015 AGM minutes. The Owners Corporation agreed to stage the works. After further discussion it was resolved to undertake the concrete grinding works ASAP as quoted by J & P Plunkett to the value of \$6500.00 plus GST. At the completion of these works line

marking quotes will be obtained and forwarded to the Executive Committee for their consideration and direction.

Once these works have been completed the Executive Committee will confirm the scope of works for stage 4 of the concreting works and quotes will be obtained.

Painting: The complex painting was disused at length and it was resolved that the Executive Committee will seek a revised quote from Neda Painting mid-year with the works to be started in October 2019.

Trees: It was agreed that the EC would continue to monitor the trees in common property areas and explore the best way to maintain these trees.

There being no further business the meeting concluded at 7.00pm



"FRANKLIN PARK"
UNIT PLAN 629
12 JONDOL PLACE, ISABELLA PLAINS
HOUSE RULES



Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximize the convenience, comfort and privacy of the residents of Unit Plan 629.

At all times and in all matters, Schedule 4 of the Unit Titles Act applies and forms part of the House Rules.

They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Noise

We aim to provide a more conducive environment that will allow residents to benefit in the quiet enjoyment of Franklin Park

1. Residents should be aware that noise penetrates easily into other units, particularly through patio doors and windows.
2. At all times and specifically between 10pm and 7am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, machinery, air conditioning units and tools etc) at a level which may disturb other residents. If you can hear noise outside your front door, it is too loud.
3. Maintenance(including lawnmowers) or Repairs (including power tools etc) are to be used 7am -8pm Monday to Saturday , 8am -8pm Sunday & Public Holidays.
4. In accordance with EPA rules, the standard maximum period for vehicle engine warm up is 5 minutes.
5. ACT Government's fact sheet on Noise in Residential Areas

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide clear access to parking for residents and their visitors.

6. Generally, each unit can accommodate four vehicles at any one time. Residents should park their vehicles in their units allocated car spaces and should not use the visitor's car parking spaces which are reserved for bona fide visitors. If unit parking and visitor's parking are full, then all other vehicles must be parked in Jondol Place.
7. Vehicles are NOT to be parked on the front lawn of units, on the concrete access roadway, on landscaped areas, or in any position where it may cause an obstruction to others.
8. Vehicles are asked to observe a 10kph speed limit within the complex.
9. Residents are responsible for cleaning up any oil spills caused by their vehicles or their guest's vehicles.
10. Vehicles of residents entering the property must have current registration.

11. In the interest of safety, children are discouraged from riding cycles or playing on the common property driveway areas.

Garbage and Recycling

We need to maintain a hygienic and clean disposal of rubbish. The garbage hoppers are for domestic waste only. Recycling facilities are also available and residents are encouraged to use them.

12. Residents should abide by the "use of bins" policy issued by the ACT Government.
13. All rubbish must be enclosed in an acceptable outer container, such as an approved garbage bin liner, fastened securely and be of an acceptable amount.
14. Household items such as furniture, bedding, car parts, electrical equipment etc. should be disposed by the residents at appropriate Government collection centre.
15. The recycling bins are for paper, cardboard, ridged plastic containers, glass bottles and jars, steel and aluminium cans, empty aerosols, aluminium foil and cartons such as milk, wine and beer. Cardboard boxes should be flattened prior to being placed in the bins. *Strictly* no disposable nappies, plastic bags, broken crockery, food stuffs or any other non-approved items are to be placed in these bins, as this may contaminate the recycling and may stop it being recycled. (The ACT Government's Recycling Guide for approved recycling items).
16. All large cardboard boxes, such as TV or refrigerator boxes, should be taken to the Tuggeranong Recycling Centre, located on the corner of Athllon Drive and Scollay Street, Greenway. These items are not to be left in the hopper areas as they will not be removed by the garbage collection service.
17. Any dumping of rubbish, extraneous or oversized items in the hopper area where the offending unit can be identified, will be charged the cost via Body Corporate fees to remediate the area. The owner of the unit will be liable for cost to rectify the problem caused by their tenant. It is the owner's responsibility to seek recompense from their tenant, current or former. This notably occurs when tenants are vacating the complex and items are dumped in the hopper area, or the bins provided are overloaded denying other tenants the ability to dispose of their usual household waste and recyclables. Such laziness and lack of consideration towards others in the complex will not be tolerated. The owner/agent of the unit will be contacted and billed for any call-out fee and clean-up cost prompted by any abuse of this facility.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and shared common interest.

18. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
19. Residents are expected to maintain a level of general tidiness in keeping the common area, ie. car parking areas, driveways, lawns and landscaped areas, clean and free from litter and damage.
20. Items are not to be stored nor washing hung in the carport area.
21. A gardener is employed to maintain the common areas. Residents are asked to cooperate with the gardener and any other trades persons employed by the Body Corporate in performing their duties.



Painting

22. In order to maintain a consistent appearance throughout the complex, no external painting of individual units maybe undertaken without expressed approval of the Executive Committee and in accordance with the approved colour scheme. The periodic painting of the external facades of all units is provided for and performed as per the Sinking Fund forecasts. Any unit owner wishing to paint outside of the programmed painting cycle (and only with the approval of the Executive Committee) is at the cost of the unit owner.

Pets

23. The Body Corporate permits owners and occupiers to keep pets in accordance with legislation.
24. Pets are allowed at the discretion of the owner but must be registered with the Body Corporate including a photo.
25. Pets are not permitted to roam on the common property or cause a nuisance to other residents. If any pet causes a nuisance to other residents, the Body Corporate has the right under the Unit Titles Act, to ask the owner to have the pet removed from the complex.
26. Animal droppings in the courtyards should be cleaned up regularly to prevent odours and discourage flies. Should any pet inadvertently toilet itself on common property, it is the owner's responsibility to clean up the area immediately.
27. A declaration that your pet has not been subject to a TAMS investigation; if yes please provide details
28. If a tenant is applying, owner approval will be required;
29. Registration, microchip, vaccination and photograph required;
30. Approval, when given, to be clearly stated that such approval is only for the pet described;
31. Cats to be de-sexed and contained within the unit yard/structure.

Alterations, Installations and Boundary Fencing

32. Unless specified, alterations and additions must not be undertaken without prior written consent of the Owners Corporation.
33. A blanket approval has been given to owners to install normal domestic use TV antennae, Foxtel, Evaporative Air Conditioning, Solar Panels and Split Air Conditioning Systems. All costs and ongoing maintenance are to be met by the unit owner. Roof mounted fixtures are to be installed on the rear facing roof façade, with the exception of Solar Panels which may be placed to take advantage of the best solar orientation in accordance with the manufacturer's instructions.
34. The installation of door fly screens and security doors should be in a colour complimenting the residence and must be approved by the Owners Corporation in writing prior to installation.
35. The arrangements for repairs or replacement to boundary fences within UP629 are in accordance with Common Boundaries Act, whereby the costs are agreed shared between the owners of the adjoining properties. Where the fence is shared between an owner and an area of common property the cost is the responsibility of the owner. Application for such work would need to be approved by the Owners Corporation.
36. Any fences that are to be replaced are to be replaced in (cream) Colorbond.



General

37. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from the common property area, or from individual units or garages.
38. For safety and appearance, residents are not to store any items in the common property areas, access pathways, vehicle parking spaces or carports.
39. In the interest of Public Health and Safety, smoking is strictly not permitted in any common area. Cigarette butts are required to be disposed in an appropriate manner.
40. No shopping trolleys are to enter the complex.
41. In the interest of safety, parents and guardians should be aware that children are discouraged in playing on the common property driveway areas. Children are not to play in common garden areas. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
42. Residents are responsible for any damage to Body Corporate premises or property, by their guests and visitors, and any disturbance caused by them to other residents.
43. It is the responsibility of residents to clear their mail boxes regularly. If junk mail is not wanted, please place a 'no junk mail' sign on the mailbox. Residents are encouraged to report all incidents and breaches of the House Rules to the Body Corporate Manager. In lodging a complaint, please make note of the details e.g. time, date, unit/s involved, other information such as car details description and registration. Please direct more serious incidents to the relevant authorities.
44. In case of an Emergency "Dial 000". The designated Assembly Point in case of an evacuation is on the other side of the road opposite the complex entrance.

Useful Links

Noise in Residential Areas

http://www.environment.act.gov.au/_data/assets/pdf_file/0005/575015/Residential-Noise-in-residential-areas-141015-BM-reduced-size.pdf

Recycling Guide

http://www.tams.act.gov.au/_data/assets/pdf_file/0003/335721/ACT_Recycling_Guide.pdf

Updated 14 January 2019



Guidelines for Approval of Pets Units Plan UP629

In accordance with section 32 of the Unit Titles (Management) Act 2011, pets are not permitted without the consent of the Owners Corporation. The Executive Committee is delegated the authority to make all determinations concerning applications for keeping of animals.

Real estate agents managing the sale or rental of units in the complex should be aware that a condition of residency is that pets cannot be accepted unless formal permission has been granted. This requirement should therefore be conveyed to all prospective buyers and tenants. Tenants must seek approval from the owner of the residence before applying.

The Executive Committee will maintain a register of approved pets and keep under review all permission granted. Approval can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy coexistence of all residents, whether human or not.

- Pets must be registered, comply with all requirements of ACT pet regulations and where appropriate, be microchipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Dogs are to be kept on a leash while on Common Property.
- Cats must be kept inside the unit at night and, at all times, must not be allowed to enter or soil any Common Property or any other resident's property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of a unit, or to current residents replacing an approved pet.
- a declaration that your pet has not been subject to a TAMS investigation; if yes please provide details
- if a tenant is applying, owner approval will be required;
- registration, microchip, vaccination and photograph required;
- approval, when given, to be clearly stated that such approval is only for the pet described;
- cats to be de-sexed and contained within the unit yard/structure.

If you would like to have a pet in your unit, and are prepared to comply with the conditions above, please submit your application to the Strata Manager, who will then submit your request for approval to the Executive Committee.

Below is the relevant section from the Unit Titles (Management) Act 2011

Division 3.4 Other matters

32 Animals—owners corporation's consent

(1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owner's corporation.

(2) The owner's corporation may give consent under this section with or without conditions.

(3) However, the owner's corporation's consent must not be unreasonably withheld.

Note An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the owner's corporation about keeping an animal or allowing an animal to be kept (see s 126).

(4) In this section:

animal includes

- | | | |
|-----------------------|--|--------------------|
| (a) an amphibian; and | (b) a bird; and | |
| (c) a fish; and | (d) a mammal (other than a human being); | and (e) a reptile. |





Application for approval to keep a bird or animal at UP629

Unit Number: _____
/ No

Owner/Property Manager approval attached: Yes

Name of Owner 1: _____

Contact number: _____ Email: _____

Name of Owner 2: _____

Contact number: _____ Email: _____

Emergency Contact: _____ Phone: _____

Particulars of animal (please complete one form per animal)

Pet species and breed: _____

Name of Pet: _____ Age: _____

Colour: _____ Sex: Male / Female Desexed: Yes / No

Microchip Number: _____

Dog registration number: _____

Note: Dog registration is compulsory in the ACT and dogs must always wear their registration tag or a dog tag that displays their registration number. All required licences, vaccinations and worming will be kept up to date.

Vaccinations current: yes / no

Veterinarian Details (optional)

Name: _____ Ph: _____

Address: _____

I/we hereby declare that I/we:

- Will comply with all relevant house rules and applicable legislation;
- That the animal or bird will be constrained (if applicable) so as to not allow it to cause nuisance on common property or to neighbouring units;
- That any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- The animal or bird will be removed immediately if permission is withdrawn by the Executive Committee or a general meeting of the Owners' Corporation.
- a declaration that your pet has not been subject to a TAMS investigation; if yes please provide details
- if a tenant is applying, owner approval will be required;
- registration, microchip, vaccination and photograph required;
- approval, when given, to be clearly stated that such approval is only for the pet described;
- cats to be de-sexed and contained within the unit yard/structure.

Signatures: _____

Owner 1

Owner 2

Date: ____/____/____



____/____/____



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	24	Block	28	Section	856	Suburb	ISABELLA PLAINS
------	----	-------	----	---------	-----	--------	-----------------

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

- | | No | Yes |
|--|-------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 37352 | | Dated: 13-AUG-90 |

Please Note: There are no development covenants within the current Crown Lease, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.

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

Date: 12-MAY-25 14:48:01

Applicant's Name : Kim Thompson
E-mail Address : kthompson@nblawyers.com.au
Client Reference : 6950



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

12-MAY-2025 14:48

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

ISABELLA PLAINS Section 856/Block 28/Unit 24

Building Class: B

Area(m2): 12,817.6

Unimproved Value: \$4,900,000

Year: 2024

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

12-MAY-2025 14:48

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

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA20026007 **Lodged** 18-NOV-02 **Type** Multi-residential

-- Application Details -----

Description

Existing Multi Unit Development - Close in existing carport to make garage and extend into backyard and add roofed verandah

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Isabella Plains	856	28-28	18

-- Involved Parties -----

Role	Name
Applicant	Mondello
Lessee	Mondello

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved

Application DA20007096 **Lodged** 01-DEC-00 **Type** Multi-residential

-- Application Details -----

Description

Convert carport to garage at unit 25

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Isabella Plains	856	28-28	25

-- Involved Parties -----

Role	Name
Applicant	Weston Drafting Pty Ltd
Lessee	Hardie
Lessee	Hardie

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved

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

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

12-MAY-2025 14:48

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

Page 3 of 3

assessments/development-applications/check-if-you-need-a-da

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

bright & duggan

australia's strata leader



Local Network

Canberra
NSW | QLD | VIC

customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 6156 3305
ABN 96 144 703 435

06 May 2025

Units Plan No. 629
Not registered for GST

ABN: 56 943 118 760

NATIONAL BUSINESS LAWYERS
PO Box 6036
MAWSON ACT 2607

Ref

Re	Lot 24	Units Plan No. 629
Fee	332.00	Paid

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
Biller Code 74625
StrataPay Ref 143523809

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 629

Unit No: 24

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

Entitlements

Unit Entitlement: **40**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		

Secretary

Treasurer

Committee

Janet Wilson	32 Nunan Crescent OXLEY ACT 2903	
Laurence Favelle	14/12 Jondol Place ISABELLA PLAINS ACT 2905	
Hazel Gibson	Unit 19 "Franklin Park" 12 Jondol Place	ISABELLA PLAINS ACT 2905
Ros Ingram	16/12 Jondol Place ISABELLA PLAINS ACT 2905	
Timothy Moore	20/12 Jondol Place ISABELLA PLAINS ACT 2905	

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 629 - Unit 24**Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$2,280.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/24 to 28/02/25	570.00	27/12/24	30/12/24	0.00	27/12/24
01/03/25 to 31/05/25	570.00	01/03/25	26/02/25	0.00	01/03/25
01/06/25 to 31/08/25	570.00	01/06/25		0.00	01/06/25
01/09/25 to 30/11/25	570.00	01/09/25		0.00	01/09/25

Amount (if any) outstanding (credit shown with -) **\$570.00**Paid to **31/05/25****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$400.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/24 to 28/02/25	100.00	27/12/24	19/12/24	0.00	27/12/24
01/03/25 to 31/05/25	100.00	01/03/25	26/02/25	0.00	01/03/25
01/06/25 to 31/08/25	100.00	01/06/25		0.00	01/06/25
01/09/25 to 30/11/25	100.00	01/09/25		0.00	01/09/25

Amount (if any) outstanding (credit shown with -) **\$100.00**Paid to **31/05/25****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil****Other Levies**

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
Painting Fund	01/12/24 to 28/02/25	70.00	27/12/24	19/12/24	0.00	27/12/24
Painting Fund	01/03/25 to 31/05/25	70.00	01/03/25	26/02/25	0.00	01/03/25
Painting Fund	01/06/25 to 31/08/25	70.00	01/06/25		0.00	01/06/25
Painting Fund	01/09/25 to 30/11/25	70.00	01/09/25		0.00	01/09/25

Amount (if any) outstanding (credit shown with -) **\$70.00**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 629 - Unit 24**

Other amounts owing

Rate of Interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

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

Nil

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

\$70.00**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING Longitude Insurance	LNG-STR-20285024	11,208,750.00	16/08/25	20/08/24	17,317.34
CATASTROPHE Longitude Insurance	LNG-STR-20285024	15% of Building	16/08/25	20/08/24	Included
COMMON AREA CONTENTS Longitude Insurance	LNG-STR-20285024	112,088.00	16/08/25	20/08/24	Included
FIDELITY GUARANTEE Longitude Insurance	LNG-STR-20285024	100,000.00	16/08/25	20/08/24	Included
FLOATING FLOORS Longitude Insurance	LNG-STR-20285024	Insured	16/08/25	20/08/24	Included
FLOOD Longitude Insurance	LNG-STR-20285024	Insured	16/08/25	20/08/24	Included
GOVERNMENT AUDIT COS Longitude Insurance	LNG-STR-20285024	30,000.00	16/08/25	20/08/24	Included
LEGAL EXPENSES Longitude Insurance	LNG-STR-20285024	50,000.00	16/08/25	20/08/24	Included
LOSS OF RENT Longitude Insurance	LNG-STR-20285024	1,681,313.00	16/08/25	20/08/24	Included
LOT OWNERS IMPROVEME Longitude Insurance	LNG-STR-20285024	300,000.00	16/08/25	20/08/24	Included
OFFICE BEARERS Longitude Insurance	LNG-STR-20285024	5,000,000.00	16/08/25	20/08/24	Included
PAINT / WALLPAPER Longitude Insurance	LNG-STR-20285024	Insured	16/08/25	20/08/24	Included
PUBLIC LIABILITY Longitude Insurance	LNG-STR-20285024	20,000,000.00	16/08/25	20/08/24	Included
VOLUNTARY WORKERS Longitude Insurance	LNG-STR-20285024	Insured	16/08/25	20/08/24	Included
WH&S APPEAL EXPENSES Longitude Insurance	LNG-STR-20285024	150,000.00	16/08/25	20/08/24	Included
WORKERS COMPENSATION CGU Insurance	O/25-1079	Insured	16/08/25	20/08/24	281.33

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 629 - Unit 24

Fund Balances

Balances as at: 06 May 2025

Administrative Fund	38,483.26
Sinking Fund	42,056.93
Special Purpose Fund	27,226.98

Developer Control Period

Developer Control Period Expiry Date: 17 August 2000

Borrowed Money

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

N

Sustainability Infrastructure

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

N

Crown Lease Extension Application

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

N - Due date: 27/08/2088

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 629 - Unit 24

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

Embedded Network

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

(i) Which utility service the embedded network applies to

(ii) The name of the embedded network provider

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.



Dated at Canberra the **06 May 2025**



Issue date: 14 August 2024

Certificate of Insurance

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

INSURED:	The Owners of Unit Plan 629	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	12 JONDOL PLACE, ISABELLA PLAINS, ACT 2905	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$11,208,750.00 Common Contents - \$112,088.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) <u>Taxation and Audit Costs</u> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) <u>Workplace Health and Safety Breaches</u> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) <u>Legal Defence Expenses</u> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20285024	
PERIOD OF INSURANCE:	16 August 2024 expiring on 16 August 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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

Insurance Valuation Report

For

Franklin Park

12 Jondol Place, Isabella Plains

Scheme Number: 629



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 166837

08 November 2021

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qia-group.com.au

W www.qia-group.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report	
We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at 12 Jondol Place, Isabella Plains.	
1.2 Property Address	
The property is situated at 12 Jondol Place, Isabella Plains.	
1.3 Description of Building	
The property consists of 25 villas with carport and garage parking. Common property includes driveway, pavings, boundary walls & fences.	
1.4 Client	
The Owners for Franklin Park.	
1.5 Reinstatement Cost Assessment Value	
Reinstatement Cost Assessment Value:	\$10,675,000 (Inc GST)
1.6 Inspector Details	
Inspector Number	1005
	
Signed for and on behalf of QIA Group Pty Ltd	

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising generally in line with official CPI figures.

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

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

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

NB

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

2.6 Valuation

Replacement Building and Improvements Cost: \$8,735,000

Allowance for Cost Escalation during the following:

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

Calculated at 3% per annum over the relevant period \$460,000

Progressive Subtotal: \$9,195,000

Professional Fees: \$740,000

Progressive Subtotal: \$9,935,000

Demolition and Removal of Debris: \$440,000

Progressive Subtotal: \$10,375,000

Cost Escalation for Insurance Policy Lapse Period: \$300,000

Progressive Subtotal: \$10,675,000

Reinstatement Cost Assessment Value: \$10,675,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & villa board.

EXTERNAL WALL FINISHES: Face brick Villa board.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Tile.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

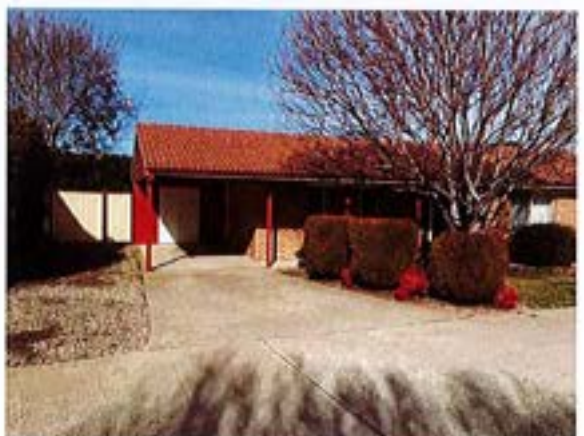
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

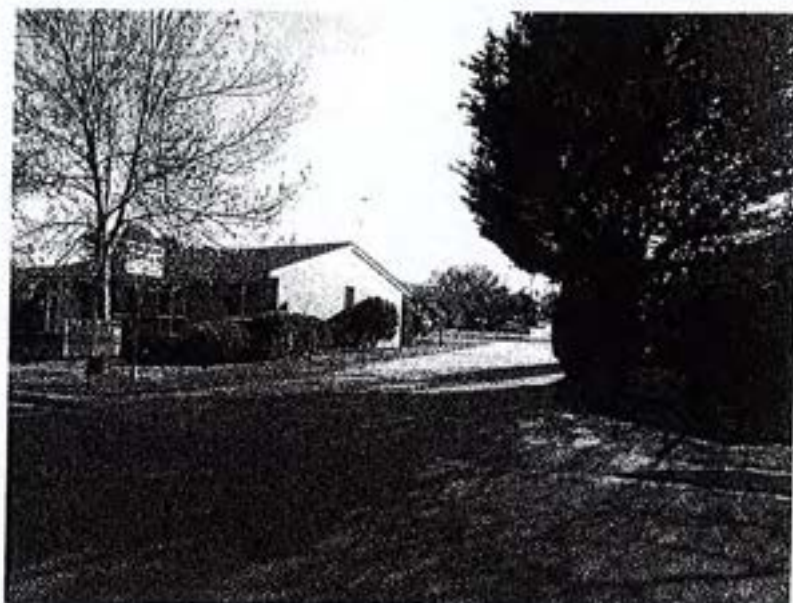
- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Forecast Report

Franklin Park
12 Jondol Place, Isabella Plains ACT 2905
Scheme Number: 629



COMPILED BY SIMON VINCENT

On 18 September 2015 for the
15 Years Commencing: 01 October 2015
QIA Job Reference Number: 105786

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

PO Box 2412,
Tuggeranong DC ACT 2901
P 1300 109 201
F 1300 169 190
E info@qia-group.com.au
W www.qia-group.com.au

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

12 Jondol Place, Isabella Plains ACT 2905

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$5.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$24,698.53
The proposed Sinking Fund Levy per entitlement is:	\$8.01

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 10 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. However, the manner in which the scheme land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

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

Interest receivable on the Sinking Fund Account has been accounted for in the calculation of funds available at a rate of 0%. The interest receivable amount has been determined by using a net rate of 0% on the fund balance at the end of the preceding financial year and makes an allowance for possible bank charges and tax obligations which may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.2% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2008), the contingency rate is not an annual compounding cost.

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

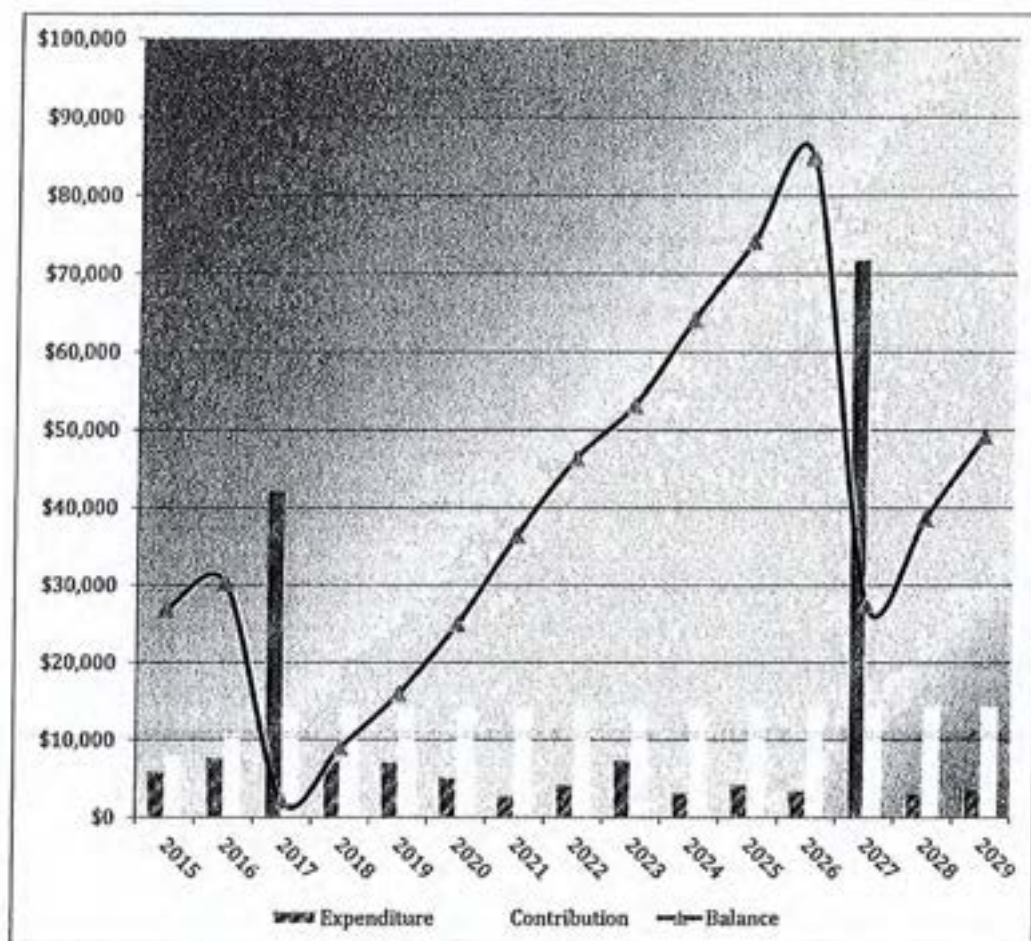
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

FINANCIAL SUMMARY

Year		Opening Balance		Income		Expenses		Closing Balance	
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Estimated Expenditure (Inc GST)	Closing Balance (End of Year)			
1	1 Oct 2015	\$24,699	\$8,007	\$8.01	\$5,819	\$26,887			\$26,887
2	1 Oct 2016	\$26,887	\$11,014	\$11.01	\$7,582	\$30,319			\$30,319
3	1 Oct 2017	\$30,319	\$14,021	\$14.02	\$42,213	\$2,127			\$2,127
4	1 Oct 2018	\$2,127	\$14,042	\$14.04	\$7,191	\$8,978			\$8,978
5	1 Oct 2019	\$8,978	\$14,063	\$14.06	\$7,083	\$15,958			\$15,958
6	1 Oct 2020	\$15,958	\$14,084	\$14.08	\$5,037	\$25,005			\$25,005
7	1 Oct 2021	\$25,005	\$14,105	\$14.11	\$2,710	\$36,400			\$36,400
8	1 Oct 2022	\$36,400	\$14,126	\$14.13	\$4,171	\$46,356			\$46,356
9	1 Oct 2023	\$46,356	\$14,148	\$14.15	\$7,340	\$53,163			\$53,163
10	1 Oct 2024	\$53,163	\$14,169	\$14.17	\$3,156	\$64,176			\$64,176
11	1 Oct 2025	\$64,176	\$14,190	\$14.19	\$4,227	\$74,139			\$74,139
12	1 Oct 2026	\$74,139	\$14,211	\$14.21	\$3,335	\$85,016			\$85,016
13	1 Oct 2027	\$85,016	\$14,233	\$14.23	\$71,723	\$27,525			\$27,525
14	1 Oct 2028	\$27,525	\$14,254	\$14.25	\$3,154	\$38,626			\$38,626
15	1 Oct 2029	\$38,626	\$14,275	\$14.28	\$3,694	\$49,207			\$49,207

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2015	Expense Inc GST
DRIVEWAYS & PARKING	
- Maintain driveway	\$2,893
- Repaint line marking	\$926
EXTERNAL WORKS	
- Maintain common pipework	\$2,000
<u>Total Forecast Expenditure for year - October 2015 (Inc GST):</u>	<u>\$5,819</u>
Includes GST amount of	\$529
October 2016	Expense Inc GST
EXTERNAL WORKS	
- Provision for extension of bin enclosure	\$5,478
- Maintain common pipework	\$2,104
<u>Total Forecast Expenditure for year - October 2016 (Inc GST):</u>	<u>\$7,582</u>
Includes GST amount of	\$689
October 2017	Expense Inc GST
EXTERNAL WORKS	
- Maintain common pipework	\$2,213
SUPERSTRUCTURE	
- Repaint buildings	\$40,000
<u>Total Forecast Expenditure for year - October 2017 (Inc GST):</u>	<u>\$42,213</u>
Includes GST amount of	\$3,837

October 2018		Expense Inc GST
EXTERNAL WORKS		
- Maintain common pipework		\$2,328
FURNITURE & FITTINGS		
- Maintain signage		\$1,037
- Ongoing partial replacement of lighting		\$862
LANDSCAPING		
- Provision to remove/trim trees		\$2,964
<u>Total Forecast Expenditure for year - October 2018 (Inc GST):</u>		<u>\$7,191</u>
Includes GST amount of		\$653
October 2019		Expense Inc GST
DRIVEWAYS & PARKING		
- Maintain driveway		\$3,543
EXTERNAL WORKS		
- Maintain bin enclosure gates		\$1,091
- Maintain common pipework		\$2,449
<u>Total Forecast Expenditure for year - October 2019 (Inc GST):</u>		<u>\$7,083</u>
Includes GST amount of		\$643
October 2020		Expense Inc GST
EXTERNAL WORKS		
- Maintain common pipework		\$2,577
- Ongoing partial maintenance of pathways		\$2,460
<u>Total Forecast Expenditure for year - October 2020 (Inc GST):</u>		<u>\$5,037</u>
Includes GST amount of		\$457

October 2021	Expense Inc GST
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EXTERNAL WORKS

- Maintain common pipework	\$2,710
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<u>Total Forecast Expenditure for year - October 2021 (Inc GST):</u>	<u>\$2,710</u>
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Includes GST amount of	\$246
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October 2022	Expense Inc GST
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DRIVEWAYS & PARKING

- Repaint line marking	\$1,320
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EXTERNAL WORKS

- Maintain common pipework	\$2,851
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<u>Total Forecast Expenditure for year - October 2022 (Inc GST):</u>	<u>\$4,171</u>
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Includes GST amount of	\$379
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October 2023	Expense Inc GST
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DRIVEWAYS & PARKING

- Maintain driveway	\$4,340
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EXTERNAL WORKS

- Maintain common pipework	\$3,000
----------------------------	---------

<u>Total Forecast Expenditure for year - October 2023 (Inc GST):</u>	<u>\$7,340</u>
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Includes GST amount of	\$667
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October 2024	Expense Inc GST
--------------	--------------------

EXTERNAL WORKS

- Maintain common pipework	\$3,156
----------------------------	---------

<u>Total Forecast Expenditure for year - October 2024 (Inc GST):</u>	<u>\$3,156</u>
--	----------------

Includes GST amount of	\$286
------------------------	-------

October 2025	Expense Inc GST
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LANDSCAPING

- Provision to remove/trim trees	\$4,227
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<u>Total Forecast Expenditure for year - October 2025 (Inc GST):</u>	<u>\$4,227</u>
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Includes GST amount of	\$384
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October 2026	Expense Inc GST
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways	\$3,335
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<u>Total Forecast Expenditure for year - October 2026 (Inc GST):</u>	<u>\$3,335</u>
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Includes GST amount of	\$303
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October 2027	Expense Inc GST
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DRIVEWAYS & PARKING

- Maintain driveway	\$5,315
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SUPERSTRUCTURE

- Repaint buildings	\$66,408
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<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$71,723</u>
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Includes GST amount of	\$6,520
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October 2028	Expense Inc GST
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FURNITURE & FITTINGS

- Maintain signage	\$1,722
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- Ongoing partial replacement of lighting	\$1,432
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<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$3,154</u>
--	----------------

Includes GST amount of	\$286
------------------------	-------

October 2029		Expense Inc GST
DRIVEWAYS & PARKING		
- Repaint line marking		\$1,882
EXTERNAL WORKS		
- Maintain bin enclosure gates		\$1,812
<u>Total Forecast Expenditure for year - October 2029 (Inc GST):</u>		<u>\$3,694</u>
Includes GST amount of		\$335

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1 st applied	Remain Use/ Interval	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
DRIVEWAYS & PARKING																		
- Repaint line marking	3800	2015	7	936							1120					5315		1882
- Maintain driveway	51,500	2013	4	2873				3543				4340						
EXTERNAL WORKS																		
- Provision for extension of bin enclosure	54,300	2016	1		5430													
- Maintain bin enclosure gates	375	2019	10					1091										
- Maintain common pipework	51,728	2015	1	2000	1104	2213	3338	2449	2177	2752	2851	3000	3156					1812
- Ongoing partial maintenance of pathways	51,656	2020	6						2490						3335			
FURNITURE & FITTINGS																		
- Maintain signage	570	2018	10				1037										1722	
- Ongoing partial replacement of lighting	5640	2018	10				862										1432	
LANDSCAPING																		
- Provision to remove/bin trees	51,200	2018	7				2964							4127				
SUPERSTRUCTURE																		
- Repaint buildings	531,234	2017	10			40000										66408		
Total																		
Includes GST amount of	546,792			5815	7582	42213	7731	7083	5057	2710	4372	7340	3356	4127	3335	71723	3156	8894
	54,354			535	689	3836	614	644	658	246	379	657	287	384	303	6520	287	336

REPORT INFORMATION

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

Every endeavour has been undertaken to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary quite significantly and it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

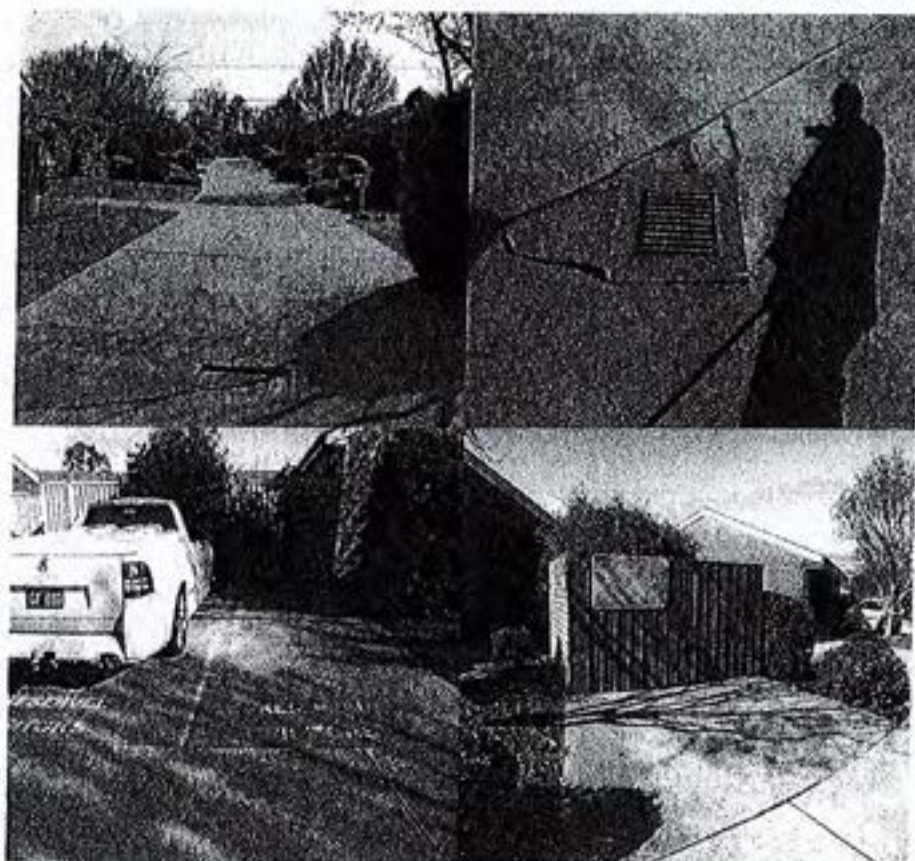
This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the roof space and sub-floor space.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. This report is not an Asbestos report and no assessment was made of asbestos products.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.



Minutes of

Executive Committee Meeting

To The Owners of Unit Plan No 629

12 Jondol Place, ISABELLA PLAINS, ACT, 2905



Meeting Date:	Thursday 21 st November 2024
Time:	06:30 PM
Address:	Bonython Neighbourhood Hub, 17 Barr Smith Avenue, Bonython, ACT, 2905
Present:	Mr Favelle (Lot 14) Mr Moore (Lot 20) Ms Wilson (Lot 4) Ms Gibson (Lot 19) Mr Veurink (Bright & Duggan)
Quorum:	Quorum Achieved

Motions

1. Governance

The following members were elected to Office Bearer Positions:

Chairperson - Mr L Favelle (Lot 14)

Treasurer - Ms J Wilson (Lot 4)

Secretary - Mr R Ingram (Lot 16)

**There being no further business the meeting closed at 6:35pm.
Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 629**

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 629

12 Jondol Place, ISABELLA PLAINS, ACT, 2905



Meeting Date:	Thursday 21 November 2024
Time:	05:00 PM
Address:	Bonython Neighbourhood Hub, 17 Barr Smith Avenue, Bonython, ACT, 2905
Present:	Mr Favelle (Lot 14) Mr Moore (Lot 20) Mr Patulny (Lot 17) Ms Wilson (Lot 4) Ms Gibson (Lot 19) Mr Veurink (Bright & Duggan)
By Proxy:	Ms Donaldson (Lot 24) In favour of the Chairperson
Absentee Votes:	Mr Ingram (Lot 16)
Quorum:	Reduced Quorum

Motions

1. Election of Chair

Mr Favelle was elected chairperson for the meeting.

2. Acceptance of Proxies

The meeting accepted the proxy votes received.

3. Minutes

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

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

4. Financial Statements

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

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

5. Insurance Certificate

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

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
LNG-STR-20285024	Longitude Insurance	16 Aug 2025	BUILDING	\$11,208,750.00
			PUBLIC LIABILITY	\$20,000,000.00
			COMMON AREA CONTENTS	\$112,088.00
			LOSS OF RENT	\$1,681,313.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$5,000,000.00
			CATASTROPHE	15% of Building
			GOVERNMENT AUDIT COS	\$30,000.00
			WH&S APPEAL EXPENSES	\$150,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOOD	Insured
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TOTAL PREMIUM: \$17,317.34				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/25-1079	CGU Insurance	16 Aug 2025	WORKERS COMPENSATION	Insured
TOTAL PREMIUM: \$281.33				

Excess Refer to policy.

6. Insurance Renewal

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

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

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

10. Levy Contributions

That the Owners Corporation for Units Plan 629 determines an Administrative Fund Contribution of \$57,000.00 and a Sinking Fund Contribution of \$12,000.00 and a Special Fund Contribution of \$7,000.00.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/12/2024	28/02/2025	1/12/2024	\$14,250.00	\$14.25000	\$2,500.00	\$2.50000
	1/03/2025	31/05/2025	1/03/2025	\$14,250.00	\$14.25000	\$2,500.00	\$2.50000
	1/06/2025	31/08/2025	1/06/2025	\$14,250.00	\$14.25000	\$2,500.00	\$2.50000
	1/09/2025	30/11/2025	1/09/2025	\$14,250.00	\$14.25000	\$2,500.00	\$2.50000
Total				\$57,000.00	\$57.00000	\$10,000.00	\$10.00000

Special Fund

Period From	Period To	Due	Special Fund	Per Lot Ent. Special
1/12/2024	28/02/2025	1/12/2024	\$1,750.00	\$17.50000
1/03/2025	31/05/2025	1/03/2025	\$1,750.00	\$17.50000
1/06/2025	31/08/2025	1/06/2025	\$1,750.00	\$17.50000
1/09/2025	30/11/2025	1/09/2025	\$1,750.00	\$17.50000
			\$7,000.00	

Motion CARRIED.

VOTES FOR : 7 AGAINST: 0 ABSTAINED: 0

11. Payment Plan for Levy Arrears

That the Owners – Units Plan 629 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED.

VOTES FOR : 7 AGAINST: 0 ABSTAINED: 0

12. Debt Collection

That the Owners Corporations for Units Plan 629 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of o on behalf of The Owners Corporation – Units Plan No 629;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

13. Strata Management Contract

The owners corporation RESOLVES under section 50 of the *Unit Titles (Management) Act 2011* to enter into a management contract with Bright & Duggan (ACT) Pty Ltd for a period of three (3) years in the form of the contract and to delegate to the manager, under section 58 of the *Unit Titles (Management) Act 2011* those functions identified as so delegated under that contract.

The owners corporation RESOLVES for the purposes of section 9A of the *Unit Titles (Management) Act 2011* to authorise the execution of the contract referred to in the preceding motion either under seal, with any two executive members witnessing the attaching of the seal and signing the document as witnesses, or without using the common seal, by any two executive members signing the document.

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

14. Election of Executive Committee

It was agreed the following owners be elected to the Executive Committee until the next Annual General Meeting:

- Mr Favelle (Lot 14)
- Mr Moore (Lot 20)
- Ms Wilson (Lot 4)
- Ms Gibson (Lot 19)
- Mr Ingram (Lot 16)

Motion CARRIED.

VOTES

FOR : 7

AGAINST: 0

ABSTAINED: 0

15. General Business

15.1 – It was noted that Unit 9 has only partially completed their carport upgrade. The Managing Agent will contact them to determine when completion is expected.

15.2 – The Managing Agent will contact the occupants of Unit 7, requesting they refrain from parking in the visitor parking spaces.

15.3 – The Managing Agent will notify the owners of Unit 22 that their contents/landlord's insurer should be made aware of potential liability concerns regarding the carport as the construction was performed by an unlicensed builder.

15.4 – It was agreed members of the Committee, and the Managing Agent conduct an onsite inspection on Friday 29th November from 8:30am.

15.5 – It was agreed the 2025 Annual General Meeting be convened on 30th October 2025 from 5:30pm.

There being no further business the meeting closed at 6:22pm.

**Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 629**

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 629

12 Jondol Place, ISABELLA PLAINS, ACT, 2905



Meeting Date:	Tuesday 13 August 2024
Address:	Online only
Present:	Ms Janet Wilson (Lot 4) Electronic vote Mr Laurence Favelle (Lot 14) Electronic vote Ros Ingram (Lot 16) Electronic vote Mr Moore (Lot 20) Electronic vote
In attendance:	Tristan Veurink Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 629 FRANKLIN PARK approve to renew the insurance period 16th of August 2024 to 16th of August 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Owners Corporation remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to close of business 13th of August 2024 we will process renewal with recommended insurer Longitude Insurance and CGU Workers Compensation to the total premium of \$17,598.67 including GST.

Due to the time restrictions and importance of having the Owners Corporation correctly covered by insurance, the insurance policy will be renewed 7 days prior to the expiry date regardless if a Committee resolution has not yet been reached.

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

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable (Inc. W/Comp)
CHU Underwriting Agencies	\$ 11,208,750	\$ 2,000	\$ 22,742.47
Longitude Insurance	\$ 11,208,750	\$ 2,000	\$ 17,598.67
Flex Insurance	\$ 11,208,750	\$ 2,000	\$ 23,891.85
Axis Underwriting Services	Declined to provide a quotation as this risk falls outside of their underwriting guidelines due to the location and the claims history.		
Strata Community Insurance	Approached, however did not provide a response within required timeframe		
Strata Unit Underwriters			

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

	Current Insurance Costs	CHU Underwriting Agencies	Longitude Insurance	Flex Insurance
Building Sum Insured	\$ 10,675,000	\$ 11,208,750	\$ 11,208,750	\$ 11,208,750
Base Premium (Includes commission if applicable)	\$ 14,030.45	\$ 19,537.16	\$ 14,660.98	\$ 20,582.05
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 105.00	\$ 150.00	\$ 350.00	\$ 150.00
Broker Fee	\$ 665.50	\$ 732.05	\$ 732.05	\$ 732.05
GST* All Items	\$ 1,480.09	\$ 2,041.93	\$ 1,574.31	\$ 2,146.42
Total Insurance Cost (Incl GST)	\$ 16,281.04	\$ 22,461.14	\$ 17,317.34	\$ 23,610.52
Commission (Included in Base Premium)	\$ 2,779.23	\$ 3,907.44	\$ 2,932.19	\$ 4,116.41
Allocation of remuneration				
Strata Manager (ex GST)	\$ 2,431.83	\$ 3,419.00	\$ 2,565.67	\$ 3,601.86
Broker (ex GST)	\$ 1,012.90	\$ 1,220.49	\$ 1,098.57	\$ 1,246.60
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.			
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd			
Total Insurance Remuneration (ex GST)	\$ 3,444.73	\$ 4,639.49	\$ 3,664.24	\$ 4,848.46

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

	CGU 2024 - 2025
Base Premium (Includes commission if applicable)	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.75
Stamp Duty	\$ 0.00
Underwriting Agency Fee	\$ 0.00
Broker Fee	\$ 0.00
GST* All Items	\$ 25.58
Total Insurance Cost (Incl GST)	\$ 281.33
Commission (Included in Base Premium)	\$ 12.50
Allocation of remuneration	
Strata Manager (ex GST)	\$ 10.94
Broker (ex GST)	\$ 1.56
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd
Total Insurance Remuneration (ex GST)	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 629 FRANKLIN PARK approve the recommended insurer **Longitude Insurance and CGU Workers Compensation to the total premium of \$17,598.67 including GST.**

Motion CARRIED.

VOTES

FOR : 4

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 629 FRANKLIN PARK approve the insurer **CHU Underwriting Agencies and CGU Workers Compensation to the total premium of \$22,742.47 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 4

ABSTAINED: 0

1.3 Insurance Renewal Insurer Alternative 3

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 629 FRANKLIN PARK approve the insurer **Flex Insurance and CGU Workers Compensation to the total premium of \$23,891.85 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 4

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 629

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 629

12 Jondol Place, ISABELLA PLAINS, ACT, 2905



Meeting Date:	Wednesday 25 October 2023
Time:	05:30 PM
Address:	Tuggeranong Community Centre, 245 Cowlshaw Street, Tuggeranong, ACT, 2901
Present:	Ms R Ingram (Lot 16) Ms S Wood (Lot 10) Ms J Wilson (Lot 4) Mr L Favelle (Lot 14) Ms H Gibson (Lot 19) Mr V Patulny (Lot 17) Mr F Iskra (Lot 6) Mr M Feerick (Lot 8) Mr T Moore (Lot 20) Mr K Gock (Lot 15) Mr T Veurink (Bright & Duggan)
By Proxy:	Ms N Donaldson (Lot 24) In favour of the Chairperson
Quorum:	Reduced Quorum

Motions

1. Election of Chair

Ms S Wood was elected chairperson for the meeting.

2. Acceptance of Proxies

No proxy votes were presented to the meeting, however it appears one proxy was submitted at 4:51pm and shall therefore be included in these minutes.

3. Minutes

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

3.1 – It was noted that the Committee has agreed to obtain a Maintenance Plan from QIA Group, rather than prepare the report themselves. The Managing Agent will follow up and present the report to the Committee once available.

Motion CARRIED

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/9/23 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

5. Insurance Certificate

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

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
46581	CHU Underwriting Agencies	16 Aug 2024	BUILDING	\$10,675,000.00
			PUBLIC LIABILITY	\$20,000,000.00
			COMMON AREA CONTENTS	\$106,750.00
			LOSS OF RENT	\$1,601,250.00
			FIDELITY GUARANTEE	\$250,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$5,000,000.00
			CATASTROPHE	\$1,601,250.00
			EXT COVER - RENT/TM	\$240,187.00
			ESC IN COST OF TEMP	\$80,062.00
			STORAGE/EVACUATION	\$80,062.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
FLOOD	Insured			
TOTAL PREMIUM: \$1,628,104.00				

Excess - \$2,000 (all claims)

6. Maintenance Issues - Acknowledgement

1. It was agreed we coordinate an onsite meeting to inspect common area fencing in order to identify repair requirements.
2. It was suggested we consider pruning the trees susceptible to fruit bats to deter activity. This may also need to involve nets. It was agreed we inspect the trees in question during the planned onsite meeting.
3. The Managing Agent will discuss the recent insurance claim with the broker to determine what budget is available for the replacement landscaping.
4. Owners reported several trees hanging over the common driveway which are often hit by the waste and recycling trucks. It was agreed we inspect these trees during the onsite meeting with a view to request the gardener remove them if possible.
5. Owners mentioned that recent repairs to the drain on the driveway appear temporary. It was agreed payment of the invoice be withheld until the drain can be inspected during the planned onsite meeting.
6. The Managing Agent will arrange removal of the dumped items in the first waste enclosure.
7. The Managing Agent will arrange for the leaning light bollard between Units 4 and 24 to be repaired.

7. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$51,480.00 be accepted.

Motion CARRIED

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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8. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$9,000.00 be accepted.

Motion CARRIED

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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9. Special Purpose Fund

That the proposed Special Purpose Fund of \$6,250.00 be accepted.

Motion CARRIED

VOTES	FOR : 10	AGAINST: 0	ABSTAINED: 0
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10. Levy Contributions

That the Owners Corporation for Units Plan 629 determines an Administrative Fund Contribution of \$54,100.00, a Special Purpose Fund contribution of \$6,250.00 and a Sinking Fund Contribution of \$12,000.00

Period From	Period To	Due	Admin Fund	Special Purpose Fund	Sinking Fund
1/12/2023	28/02/2024	1/12/2023	\$13,525.00	\$1,562.50	\$3,000.00
1/03/2024	31/05/2024	1/03/2024	\$13,525.00	\$1,562.50	\$3,000.00
1/06/2024	31/08/2024	1/06/2024	\$13,525.00	\$1,562.50	\$3,000.00
1/09/2024	30/11/2024	1/09/2024	\$13,525.00	\$1,562.50	\$3,000.00
			\$54,100.00	\$6,250.00	\$12,000.00

Motion CARRIED

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

11. Payment Plan for Levy Arrears

That the Owners – Units Plan 629 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

12. Debt Collection

That the Owners Corporations for Units Plan 629 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- To obtain legal advice and retain representation by engaging the services of o on behalf of The Owners Corporation – Units Plan No 629;
- To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED.

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

13. Election of Executive Committee

The following owners were elected to the Executive Committee until the next Annual General Meeting:

- Ms R Ingram (Lot 16)
- Ms S Wood (Lot 10)
- Ms J Wilson (Lot 4)
- Mr L Favelle (Lot 14)
- Ms H Gibson (Lot 19)
- Mr T Moore (Lot 20)

Motion CARRIED

VOTES

FOR : 10

AGAINST: 0

ABSTAINED: 0

14. General Business

14.1 – The Managing Agent will circulate a reminder to all residents regarding the rules, specifically, parking, pets and waste disposal. Residents shall be requested to use the general waste bins if the recycling bins are full to ensure waste doesn't blow into other units.

There being no further business the meeting closed at 6:30pm.

Bright & Duggan Pty Ltd

Managing Agents for Unit Plan No 629

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a)** The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b)** The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c)** The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d)** The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Medium**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	1 Star
Inspection Date	Friday, April 4 th 2025
Name of Assessor	Ben Halse
Reference Number	62288
Address of Property Inspected	24/12 Jondol Place, Isabella Plains ACT 2905
Client	Donaldson
Unit, Block and Section	Unit 24, Block 28 Section 856 ISABELLA PLAINS
Year original residence COU was issued	1990
House size (approximately)	Residence: 102.26m ² Carport & Store: 24.77m ²
Weather conditions at time of inspection	Fine
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete slab
External walls	Brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Concrete roof tiles
Glazing	Single glazed windows
Cooktop/oven	Freestanding electric cooktop and oven

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	Inspection was limited in areas around the fence line due to vegetation restricting access
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building
Carport/store	The inspection of the store was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

LOUNGE ROOM

Ceiling	Minor cracking was noted in the ceiling. This is caused through normal building movement and is not considered to be excessive cracking
Walls	Good
Floor coverings	The floor covering is in fair/original condition

DINING ROOM

Ceiling	Good
Walls	Minor cracking was noted above the door. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	The door is beginning to delaminate. The door is still considered in serviceable condition
Floor coverings	Good

FAMILY ROOM

Ceiling	Minor flaking paint noted on the ceiling. This is a cosmetic defect only
Walls	Various areas of minor cracking were noted in the walls. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	The external door and flyscreen runners require maintenance/adjustment to allow the door to open and close freely. The external door handle is loose and requires re-tightening
Floor coverings	The carpet is showing signs of general wear

KITCHEN

Ceiling	Areas of flaking paint and staining noted on the ceiling above the cooktop. Consideration should be given to installing an exhaust fan above the cooktop area
Walls	Minor cracking was noted around the window. This is caused through normal building movement and is not considered to be excessive cracking
Floor coverings	Good
Kitchen cupboards	The overall condition of the kitchen joinery is fair/typical for a home of this age
Bench top	Fair/serviceable condition. There are some marks and signs of general wear
Splashback	The silicone joint between the bench top and the bottom of the splashback requires re-application. This is part of normal ongoing maintenance
Exhaust fan	The ceiling exhaust fan was operational at the time of inspection

HALLWAY

Ceiling	Good
Walls	Various areas of minor cracking were noted in the walls. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Linen cupboard	Water staining was noted in the bottom of the cupboard adjacent the shower. A moisture meter used at time of inspection indicated normal levels. Recommend monitoring the shower/area surrounding and undertaking repairs by a qualified tradesperson if any further leakage is noted

BEDROOM 1

Ceiling	Good
Walls	Various areas of minor cracking were noted in the walls. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 2

Ceiling	A minor water stain was noted in the ceiling. Recommend undertaking repairs to the roof to prevent further water leakage
Walls	Minor cracking was noted around the window. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	The carpet is showing signs of general wear
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Minor cracking was noted around the window. This is caused through normal building movement and is not considered to be excessive cracking
Door and door hardware	Good
Floor coverings	Good

LAUNDRY

Ceiling	Minor cracking was noted in the ceiling. This is caused through normal building movement and is not considered to be excessive cracking
Walls	Good
Door and door hardware	The bottom of the external door is water damaged from external weathering and would benefit from replacement
Floor coverings	Several cracked/fractured floor tiles were noted. The floor is still considered to be in serviceable condition and repairs are optional
Laundry tub	Good
Splashback	The silicone joint between the tub/bench and the bottom of the splashback requires re-application. This is part of normal ongoing maintenance
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

BATHROOM

Ceiling	Good
Walls	Minor cracking was noted around the window. This is caused through normal building movement and is not considered to be excessive cracking A cracked/fractured wall tile was noted at the base of the shower screen. Recommend repairs by a qualified tradesperson
Door and door hardware	Good
Floor coverings	The floor covering is in fair/original condition
Shower screen	There was a small leak noted between the bottom of the shower screen and the frame when the shower was run. Recommend re-sealing
Water leakage in shower area?	Due to the water staining noted in the bottom of the linen cupboard adjacent the shower, recommend monitoring the shower/area surrounding and undertaking repairs by a qualified tradesperson if any leakage is noted
Vanity/Basin	The vanity is showing minor signs of water damage at the ground level. This is likely to be caused by splashing water from the shower/bath. The vanity is still in serviceable condition and no action is required
Taps	Minor leakage was noted from the spout of the vanity when operated. Recommend repairs by a qualified tradesperson
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection; however, it makes a shuddering noise during operation. Repairs may be a consideration

TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window
Toilet suite	Good

ROOF CAVITY

Construction	Good
Ceiling insulation	The insulation has not been installed in all areas. Recommend installing the insulation evenly across the roof cavity

EXTERIOR

Driveway and paths	Several areas of cracking and movement noted in the exterior concrete. The cracking and movement found is typical for a home of this age. Various areas of sunken and raised paving was noted to the rear. Recommend repairs to eliminate potential trip hazards
Roof covering	Good
Roof pointing	The roof pointing is showing signs of typical cracking/flaking found in a residence of this age. Re-pointing the roof will be required in the future
Eaves	Good
Fascia	Areas of general weathering and timber decay noted in several end sections of the timber fascia. Recommend re-painting the fascia to slow the weathering process
Gutters	Areas of the gutters are blocked from leaf debris. The gutters would overflow during rainfall. Recommend clearing debris and monitoring during rainfall
External walls	Various areas of minor cracking noted in the external walls. The cracking found was not of major structural significance

EXTERIOR – CONTIUNED

Weep holes	Several weep holes along the right-hand corner of the property are blocked by external ground levels. Recommend clearing gardens away from the weep holes
Windows	A damaged flyscreen was noted to toilet window. Recommend repairs/replacement. The window winder to the laundry window requires repairs for ease of operation. Some movement noted to the infill above the family room sliding door. Recommend re-fixing the infill back into original position
Fences	Areas of the timber fence are in need of general repairs and maintenance. The colorbond fence is in good condition
Gate	Good
Site drainage	The site generally drains away from the perimeter of the building

CARPORT

Slab	Good. No major cracking noted
Ceiling	There are signs of slight sagging in the ceiling plasterboard separation. This is typical for a structure of this age and can be left as is and monitored. Minor cracking was noted in the ceiling. This is caused through normal building movement and is not considered to be excessive cracking
Store	Unfinished ceiling patching is evident. Repairs are considered optional. The double doors are binding against each other when in the closed position. Adjustment of the doors is required to allow the door to open and close freely

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of inspection. The inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: "No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided".

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a) The nature of the foundation material on which the building is resting,
- (b) The design of the footings,
- (c) The site landscape,
- (d) The history of the cracks and,
- (e) Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have arranged for another Inspection of the Property and Report to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 24/12 Jondol Place, Isabella Plains ACT 2905
Client: Donaldson
Inspection Date: Friday, April 4th 2025
Inspection carried out by: Ben Halse

This summary is supplied to allow a quick and superficial overview of the inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

Evidence of timber wood decay was found. Please refer to Section 4.0 of the Pest Report.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hyloterpes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexpert opinion we provide on timber damage cannot be relied upon. This Report will not state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Areas of the timber fence were concealed by vegetation. Areas of the internal framing timbers of the store were concealed by stored items.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A durable notice (termite management notice) was not found during the inspection, indicating a barrier system has not been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The Lyctid Borer - The most common lyctid borer in Australia is *Lyctus brunneus* (powder post beetle). Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 Evidence of damage caused by wood decay (rot) fungi was found.

- Timber decay was found in several end sections of the timber fascia.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Some of the weep holes along the right-hand corner of the property were concealed by external ground levels.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

"Bridging" is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. "Breaching" is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions. The landscaped timbers, due to the food source. The bottom timber wall plates of the store, as these timbers are in direct contact with the ground, allowing timber pests to gain direct access to these timbers.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate to High**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends "regular competent inspections should be carried out at least on an annual basis, but more frequent inspections are strongly recommended".

It goes on to inform that "regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized".

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to - inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 24/12 Jondol Place, Isabella Plains ACT 2905
Unit, Block & Section: Unit 24, Block 28 Section 856 ISABELLA PLAINS
Inspection Date: Friday, April 4th 2025

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Residence – Unit 24	77119	19/07/1990	Approved.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
John Rae & Associates	Thursday, 8 March 1990	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



SUBURB: ISABELLA PLAINS SECTION: 856 BLOCK: 28 UNIT: 24 EX GOV: NO

For any incomplete approvals please email actbuildingconveyance@act.gov.au for further information on how to complete.

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) If yes, is there a building file with approvals on it?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any record of incomplete building work on the building file?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing indemnity insurance policies for building work? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Unit Plan/Unit Entitlements (if property is unit titled)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex- government Building Plans*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 If requested:		
• Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

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) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)			
Search officer initials: Rebecca	Cost of application: \$ 140.24	Date completed: 03/04/2025	

REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 629

BLOCK 28

SECTION 856

DIVISION OF ISABELLA PL NS

SITE PLAN



1) Graphic Bar Scale

John Rae
Registered Surveyor

EXAMINED BY VICTORIA LANDS ACT LIAISON BY THE PROPERTY VICE CHAIRMAN. LIAISON LIAISON FROM THE NO. NOTICE OF REMOVAL OF THE FLOOR OF PROPERTY REMOVED NUMBER AND SILE UNDER THE PROVISIONS OF THE ACT HAS BEEN RECORDED THE LIAISON LIAISON

1. J. J. J.
Applicant

Edward J. J.
Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ACT 1970

BLOCK 28 SECTION 856 DIVISION OF ISABELLA PL.

SCHEDULE OF UNIT ENTITLEMENTS

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	40		1169	1
2	40		1169	2
3	40		1169	3
4	40		1169	4
5	40		1169	5
6	40		1169	6
7	40		1169	7
8	40		1169	8
9	40		1169	9
10	40		1169	10
11	40		1169	11
12	40		1169	12
13	40		1169	13
14	40		1169	14
15	40		1169	15
16	40		1169	16
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21	40		1169	21
22	40		1169	22
23	40		1169	23
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25	40		1169	25

Aggregate	25	1000
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KNOWN BY VICTORY HOLLER. NO LINKS BY IN ADVANCE VICTORY
 COUNCIL WHO STATED THAT HE WAS NOT A MEMBER OF THE
 OF THE POWER OF A TOWN OF HIS BROTHERS HOLLER
 NO. 4322 UNDER THE NUMBER OF WHICH HE RECALLS
 RECALLED THE LYNCHING INCIDENT.

Applicant

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

Dated this fourteenth day

of August 1990

Stuart Collins

Delegate of the Chief Minister

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

Register Book Volume 1169

Folio 26

L. RYAN Registrar of Births



FORM 3

Real Property (Unit Titles) ACT 1970

UNITS PLAN No. 629

Block 28
Register Book Volume 1137

Section 856
Folio 100

Division of ISABELLA PLAINS
Deposited Plan No 7413

FLOOR PLAN GROUND LEVEL

CLASS B UNITS

SEE SHEET 7

NOTE: ALL UNITS CONTAIN
A SINGLE STOREY
BRICK BUILDING IN
THE COURSE OF
CONSTRUCTION

* DENOTES FACE OF BK
WALL ON BDY
C " CARPORT
S " BK & TIMBER
STOREROOM
V " VERANDAH
E & G " EAVES & GUTTERING

SEE SHEET 5

9

SEE SHEET 5

7

856

Surveyed by V. J. Green, 20/1/77
UNITED BY THE ACTS OF 1970
& 1971. THE SURVEYOR HAS
HAD NO NOTICE OF RELOCATION OF
THE FENCE OF ANY OTHER REGISTERED
PARCELS. AND IS NOT A PARTY TO
ANY OTHER OF THE ACTS OF 1970
& 1971. THE SURVEYOR HAS
RECEIVED THE NECESSARY
INSTRUCTIONS

0 5 10 15 METRES
Scale 1 400

Edward J. Green
SURVEYOR
Delegate of the Chief Minister

V. J. Green, 2
Applicant

JOHN R. RAE (M.I.S. AUST.)



INSTITUTION OF SURVEYORS
AUSTRALIA

43 CROTON STREET,
RIVETT, A.C.T. 2611
G.P.O. BOX 485, CANBERRA
PHONE (062) 88 2799

77119

JRR.LR - 8069

8th March, 1990

The Manager,
Victory Homes,
68 Dumas Street,
McKELLAR, A.C.T. 2617



Dear Sir,

As instructed, we have surveyed land at Isabella Plains in the Division of Isabella Plains District of Tuggeranong having a total frontage of 88.26 metres to Jondol Place being Block 28 Section 856 Deposited Plan Numbered 7413 as shown by red edging in the sketch plan attached.

Upon this land stands the Brick Foundations of Buildings in course of erection to be on completion a twenty five Cottage Residences and Carports.

The sketch shows the positions of the foundations relative to the boundaries.

Fencing of part of the Eastern boundary of subject land is shown on the sketch plan, and where fenced is substantially correct. The remaining boundaries are not fenced.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

Yours faithfully,
JOHN RAE & ASSOCIATES PTY. LTD.,

Part 1

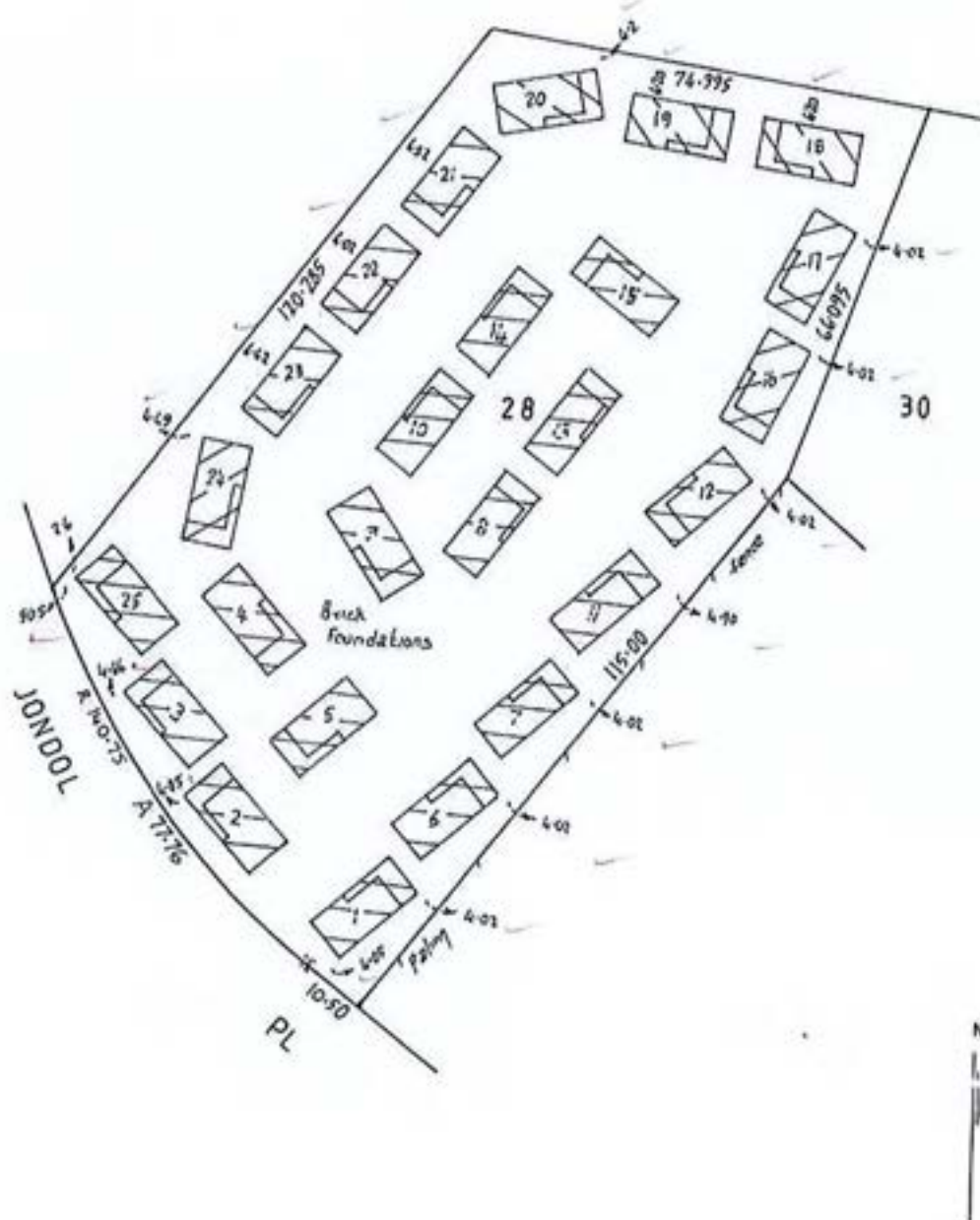
John Rae

NL



SEC 856

DP 7413





Department of Urban Services
ACT Building Control

Certificate of Occupancy or Use

Pursuant to Part V of the Building Act 1972, the building consisting of:

New Residence - Unit Twenty Four

situated at

Block <i>28</i>	Section <i>856</i>	Division <i>Isabella</i>
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. <i>77119</i>		
Type of construction* <i>N/A</i>	Class of occupancy* <i>One + Ten</i>	(*as defined in the Building Manual A.C.T.)
Permit No. <i>117365</i>	Name of permit holder <i>V. Crncevic</i>	

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Act) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

77430

J. J. Murphy
Deputy Building Controller

19.7.90
Date

PROPOSED UNIT DEVELOPMENT
FOR
VICTORY HOMES
ON
BLOCK 1-28
SECTION 856
SURREY ISABELLA PLAINS
TOWN OF SURREY
SURREY, B.C.
DATE: 1987
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"



77119 01/83

BLK 24

100' 0"

Unit 25
P.L. 150.00

Unit 24
P.L. 150.00

Unit 23
P.L. 150.00

Unit 22
P.L. 150.00

Unit 21
P.L. 150.00

Unit 20
P.L. 150.00

Unit 19
P.L. 150.00

Unit 18
P.L. 150.00

Unit 17
P.L. 150.00

Unit 16
P.L. 150.00

Unit 15
P.L. 150.00

Unit 14
P.L. 150.00

Unit 13
P.L. 150.00

- Legend**
- 1. 1" = 1' SCALE
 - 2. 1/8" = 1'-0" SCALE
 - 3. 1/4" = 1'-0" SCALE
 - 4. 1/2" = 1'-0" SCALE
 - 5. 3/4" = 1'-0" SCALE
 - 6. 1" = 1'-0" SCALE
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 - 83. 20 1/4" = 1'-0" SCALE
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BLK 30

BLK 29

77119 01/83

NOTES: 1. All dimensions are in millimeters unless otherwise stated.
2. 21/01/2000
3. All dimensions are in millimeters unless otherwise stated.

5111

CLIENT:

VICTORY HOMES

SHEET TITLE:

FLOOR PLAN

HOUSE TYPE:

AREA: Res - 102.26m²
Ver - 10.16m² C/P & Store 24.77m²

DESIGN
CONSULTANT
ARCHITECTURAL
PLANS

PO 918 117 Fax 921 149

SCALE: 1:100 DATE 26-10-89

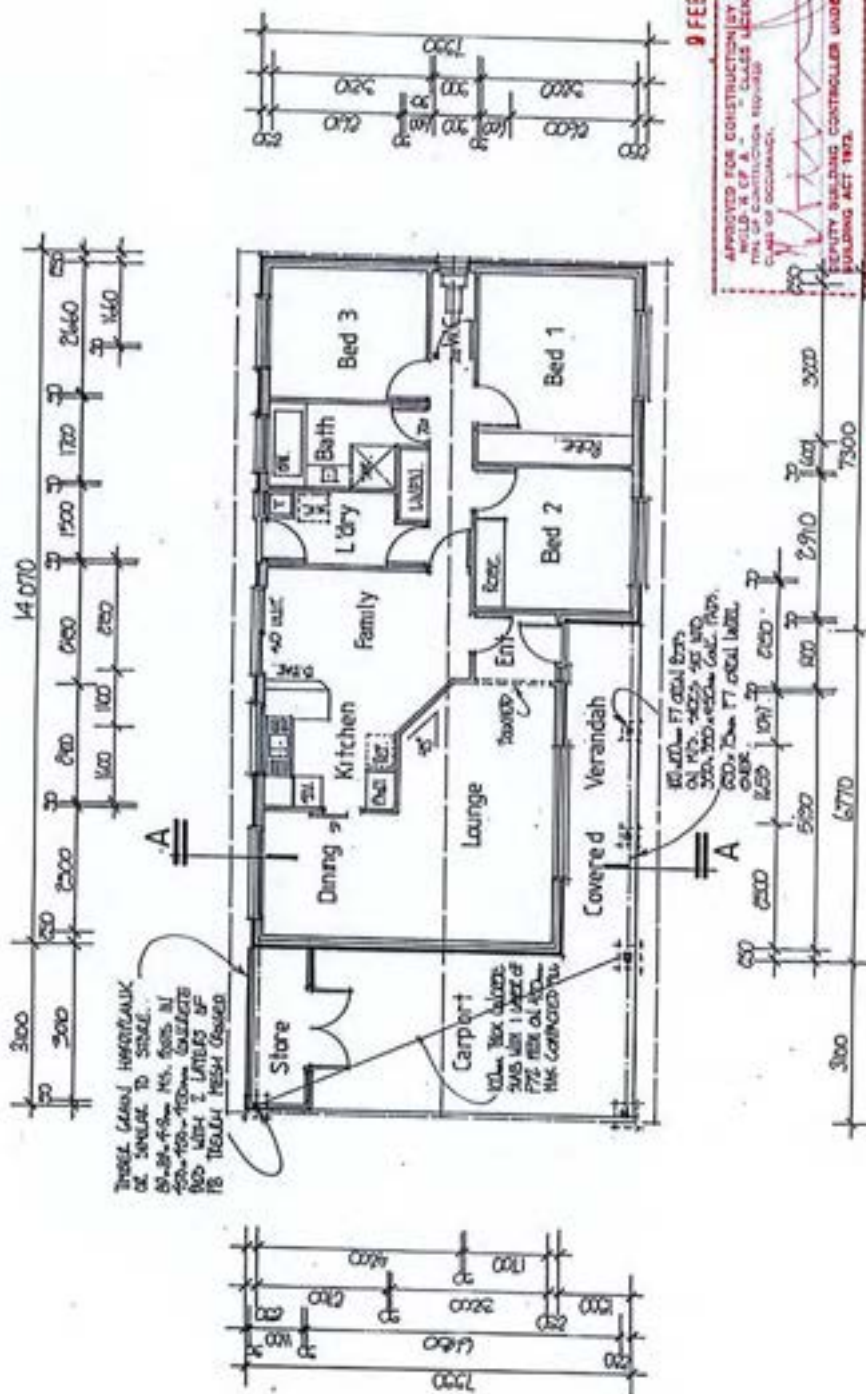
CHECKED: SHEET NO. 27 OF 52

JOB NO. 1012 UD

PROPOSED RESIDENCE ON

BLK. 28 SEC. 856

SUB. ISABELLA PLAINS



UNIT NO. 24

PLAN OF SANITARY DRAINAGE

NEW YORK HOMES

REVISION 100

DATE 10/1/20

BY J. J. JONES

FOR THE CITY OF NEW YORK

DEPARTMENT OF HEALTH

OFFICE OF THE ENGINEER

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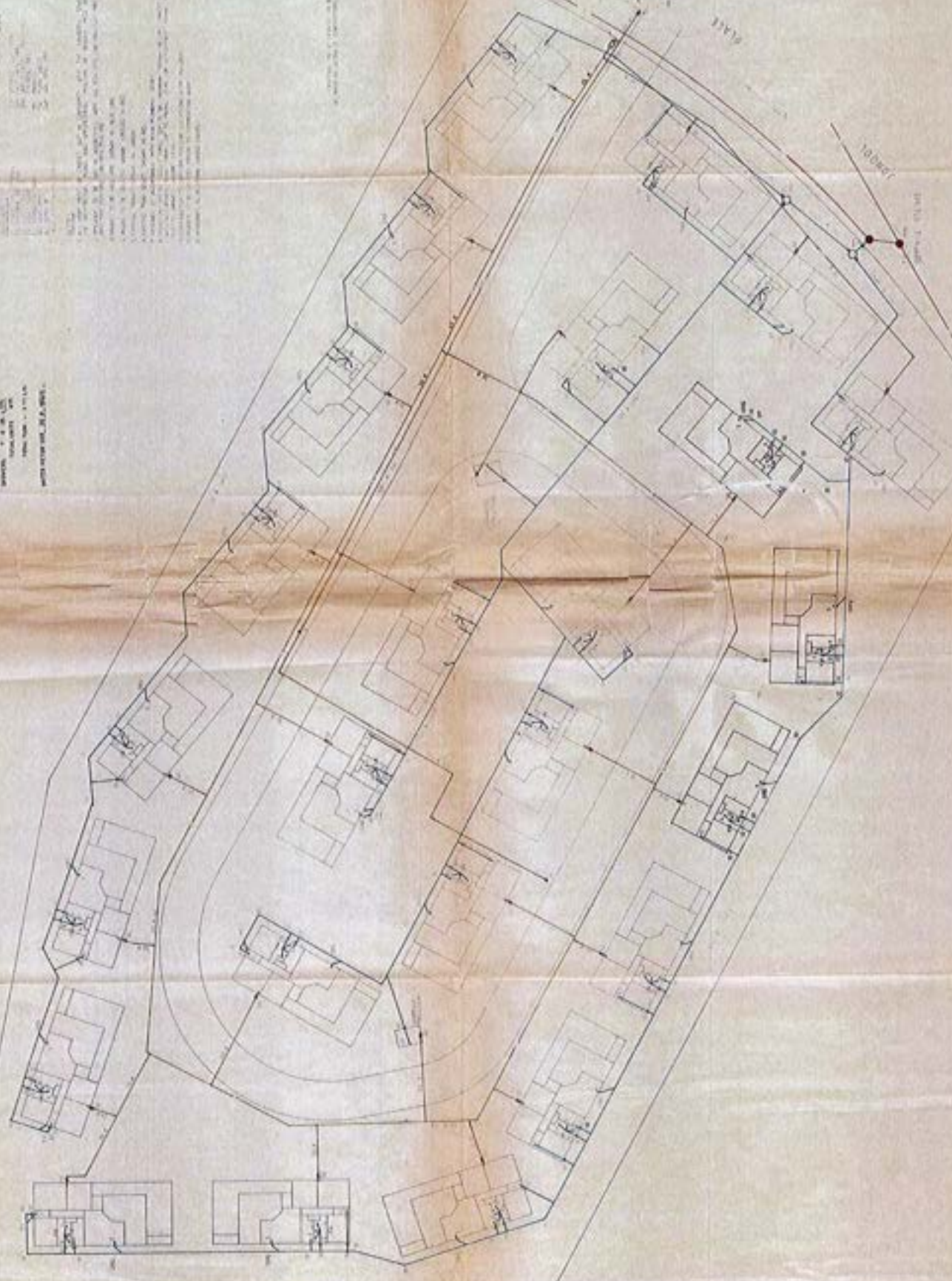
100 NASSAU ST.

NEW YORK, N.Y.

100 NASSAU ST.

NEW YORK, N.Y.

NO.	DESCRIPTION	DATE
1	REVISION	10/1/20
2	REVISION	10/1/20
3	REVISION	10/1/20
4	REVISION	10/1/20
5	REVISION	10/1/20
6	REVISION	10/1/20
7	REVISION	10/1/20
8	REVISION	10/1/20
9	REVISION	10/1/20
10	REVISION	10/1/20



See also drawings for other

100 NASSAU ST.

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

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

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★
in Climate: 24

1 STARS

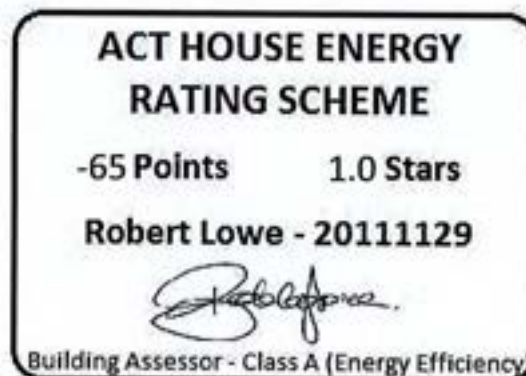
SCORE: -65 POINTS

Name: Donaldson

Ref No: 62288

House Title: Unit 24 Block 28 Section 856 ISABELLA PL **Date:** 04-04-2025

Address: 24/12 Jondol Place, Isabella Plains ACT 2905



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.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-65											
Potential	17											

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 added wall insulation	R 2.5	44
Change frame to	Aluminium-Improved	11
Change curtain to	Heavy Drapes & Pelmet	22
Seal Exhaust fans		3
Seal Gaps & Cracks		3

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	-65	★
-----------------------	------------	----------

Largest windows in the dwelling;

Direction : ESE

Area : 13 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	-62	★
2. South East	-62	★
3. South	-55	★ ☆
4. South West	-59	★
5. West	-64	★
6. North West	-64	★
7. North	-57	★
8. North East	-59	★

RATING SUMMARY for: Unit 24 Block 28 Section 856 ISABELLA PL, 24/12 Jondol Place, Isabella Plains ACT,

Assessor's Name:

Net Conditioned Floor Area: 79.2 m²

Feature				Points		
				Winter	Summer	Total
CEILING				0	0	0
Surface Area:	0	Insulation:	0			
WALL				-43	0	-43
Surface Area:	-21	Insulation:	-22			
FLOOR				13	0	13
Surface Area:	0	Insulation:	-1			
AIR LEAKAGE (Percentage of score shown for each element)				-1	0	-1
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	18 %			
Exhaust Fans	29 %	Doors	26 %			
Down Lights	0 %	Gaps (around frames)	26 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-35	-21	-56
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	1	1%	-1	1	0	0
ESE	13	16%	-36	13	-9	-32
WNW	11	14%	-30	17	-12	-24
Total	24	30%	-67	32	-21	-56

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

The contribution of heavyweight materials to the window score is -1 points

			Winter	Summer	Total
RATING	★	SCORE	-66	-20	-65*

* Includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName Donaldson
 HouseTitle Unit 24 Block 28 Section 856 ISABELLA PL
 StreetAddress 24/12 Jondol Place, Isabella Plains ACT
 Postcode 2905
 FileCreated 04-04-2025

Climate Details

State
 Town Canberra
 Postcode 2600
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	84.2m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R0.0	5.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	39.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R2.5	89.2m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.1m	0.3m	No	SG	TIMB	NC	No	2.1m	2.1m	0.2m
2	ESE	2.0m	2.4m	No	SG	ALSTD	CW	No	2.1m	2.1m	0.2m
3	WNW	1.2m	1.8m	No	SG	ALSTD	CW	No	0.6m	0.6m	0.1m
4	WNW	1.0m	1.5m	No	SG	ALSTD	VE	No	0.6m	0.6m	0.1m
5	WNW	2.1m	1.8m	No	SG	ALSTD	CW	No	0.6m	0.6m	0.1m
6	WNW	0.8m	0.5m	Yes	SG	TIMB	OW	No	0.6m	0.6m	0.1m
7	WNW	1.0m	1.2m	Yes	SG	ALSTD	VE	No	0.6m	0.6m	0.1m
8	WNW	1.2m	1.5m	No	SG	ALSTD	CW	No	0.6m	0.6m	0.1m
9	NNE	0.9m	0.6m	Yes	SG	ALSTD	OW	No	0.0m	0.0m	0.0m
10	ESE	2.0m	1.8m	No	SG	ALSTD	CW	No	0.6m	0.6m	0.1m
11	ESE	2.0m	1.8m	No	SG	ALSTD	CW	No	0.6m	0.6m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	2.1m	0.3m	0.0m	0.0m	0.0m	0.0m	1.6m	1.0m	0.0m	0.0m
2	ESE	2.0m	2.4m	0.0m	0.0m	0.0m	0.0m	1.6m	3.0m	0.0m	0.0m

Zoning Details

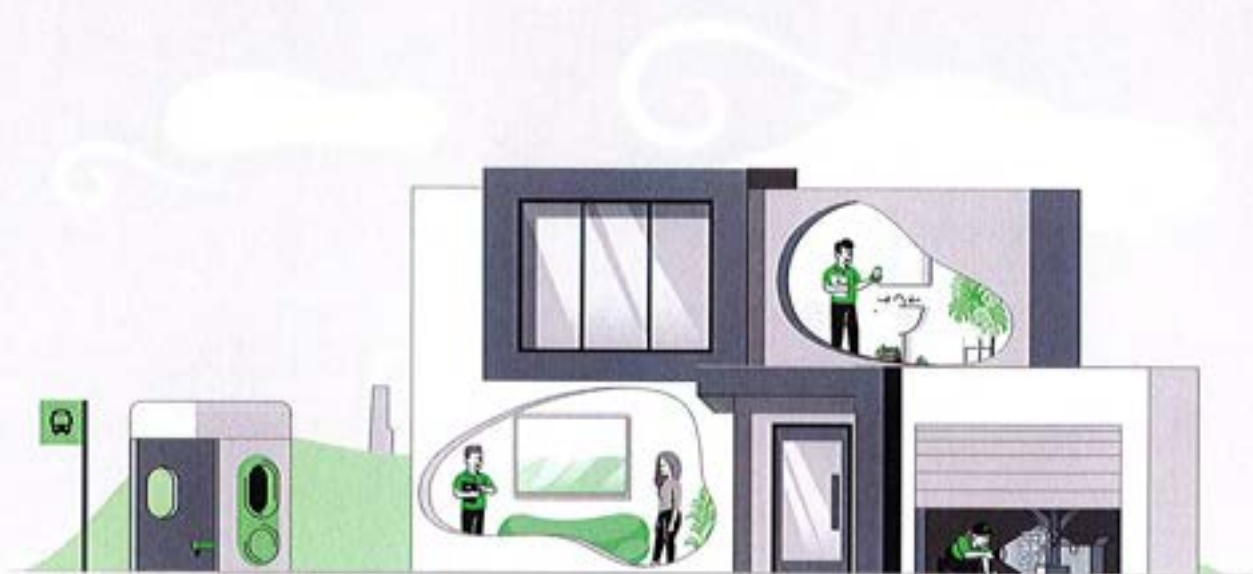
Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

Area of Lightweight Mass		0m²
	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		No

Insurance Certificates & Tax Invoice



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



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



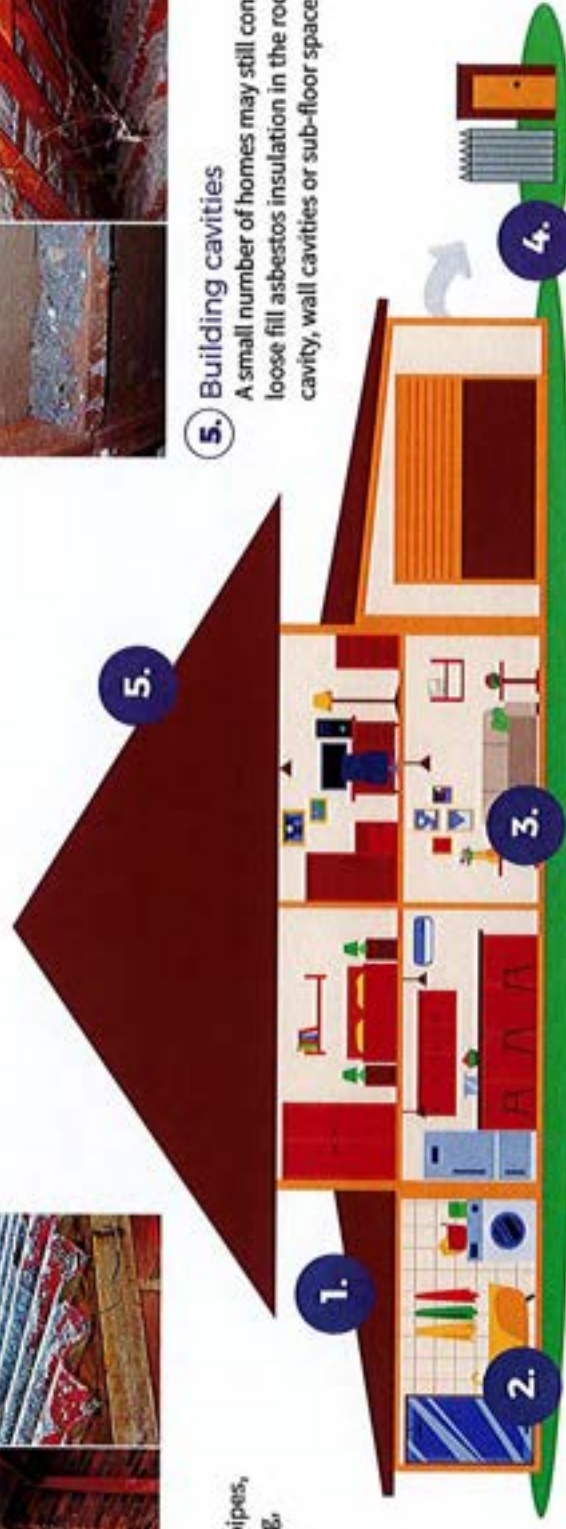
1. Exterior

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 paint, 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

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
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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: 28 March 2025



ACT PROPERTY INSPECTIONS

TAX INVOICE

Norma Donaldson
24/12 Jondol Pl
ISABELLA PLAINS ACT 2905
AUSTRALIA

Invoice Date
2 Apr 2025

Invoice Number
INV-62288

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
ACTPLA Fees - No GST	1.00	180.69	GST Free	180.69
Property Report	1.00	1,372.10	10%	1,372.10
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
Subtotal				1,552.79
TOTAL GST 10%				137.21
TOTAL AUD				1,690.00

Due Date: 29 Sep 2025

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

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](#)