

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
		183	4796	1	62	Braddon
and known as 183/45 Ainslie Avenue, Braddon 2612ACT						
Seller	Full name ACN/ABN Address	Craig Scott McShane 29 Romberg Way, Taylor, ACT 2913				
Seller Solicitor	Firm Ref Phone DX/Address	Velocity Conveyancing Woden & Weston Ck Ruth Schofield : 35032 1300 483 562 Fax 02 6175 0988 GPO Box 1952, Canberra ACT 2601				
Stakeholder	Name	Burgess Rawson (ACT) Trust Account				
Seller Agent	Firm Ref Phone DX/Address	Burgess Rawson (ACT) Pty Ltd Guy Randell 6152 9113 Fax Unit 152 Level 1/41 Eastlake Parade, Kingston, ACT 2604				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of Covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	fixed floor coverings, light fittings, dishwasher and window treatments				
Date for Registration of Units Plan						
Date for Completion Within 30 days of the date hereof						
Residential Withholding Tax		New residential premises?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential residential land?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00?			<input type="checkbox"/> No	<input type="checkbox"/> Yes
		Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No	<input type="checkbox"/> Yes
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full Name ACN/ABN Address					
Buyer Solicitor	Firm Ref Phone DX/Address					
Price	Price				(GST inclusive unless otherwise specified)	
	Less Deposit	\$ 0.00	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
	Balance	\$ 0.00				
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 edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title – 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). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

- ☒ Units Plan concerning the Property
- ☒ current editions of the certificate of title for the Common Property
- ☒ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☒ Section 119 Certificate
- ☐ registered variations to the articles of the Owners Corporation

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	Vantage Strata	Phone 1800 878 728	
Address	90/43 Constitution Ave, Reid ACT 2612		

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

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

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

Special Conditions

54. Inconsistency

- 54.1 In the event that these Special Conditions are inconsistent with any standard condition, the former will, to the extent of any inconsistency, prevail.

55. Electronic Blue Pages

- 55.1 Notwithstanding any other clause in this agreement:

55.1.1 Clause 22.1.1 of the printed terms is amended to insert 0%.

55.1.2 Clause 22.1.2 of the printed terms is amended to insert 10%.

56. Electronic Transactions

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

56.1.1 Each party consents to:

- (a) The electronic signing of this Contract; and
- (b) The electronic exchange of this Contract

56.1.2 The parties warrant that:

- (a) The electronically signed and exchanged Contract; and
- (b) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

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

56.1.3 The parties acknowledge and agree that:

- (a) This special condition does not diminish the obligations of the parties to:
 - (i) Provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - (ii) Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT):
 - (A) Documents, pursuant to a power of attorney; and
 - (B) Deeds generally; and
- (b) The parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

57. Lockdown Period

57.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause has the meaning given to it in this clause 57.1.

57.1.1 **Lockdown Period** means any day when any of the following is closed:

Special Conditions

- (a) the ACT Law Society settlements room and no reasonable alternative meeting place can be used by the parties;
- (b) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (c) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (d) the ACT Land Titles Office; or
- (e) the ACT Revenue Office,

in accordance with any direction by a Relevant Authority or company policy.

57.1.2 **Relevant Authority** includes the Australian Government (including any health department of the same) and the Australian Capital Territory Government (including any health department of the same).

57.2 Notice of Lockdown Period

57.2.1 Either party to this Contract may invoke this clause by notice to the other party that gives sufficient details of the Lockdown Period.

57.2.2 Either party may notify the other party of the end of the Lockdown Period.

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

57.3 Completion Extended

57.3.1 In the event that Completion of this Contract is to take place during the Lockdown 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 Lockdown Period provided under clause 57.2.2.

57.4 Extension of Notice to Complete

57.4.1 In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Lockdown 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 Lockdown Period provided under clause 57.2.2.

57.5 Extension of Other Notice

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

57.6 Payment of Damages

Special Conditions

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

58 COVID-19 Virus

58.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause has the meaning given to it in this clause 58.1.

58.1.1 **Covid-19 Virus** means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.

58.1.2 **Quarantine** means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.

58.1.3 **Relevant Authority** includes the Australian Government (including any health department of the same) and the Australian Capital Territory Government (including any health department of the same).

58.1.4 **Self-Isolate** or **Self-Isolation** means the isolation of an individual from other members of the public due to:

- (a) having a confirmed case of Covid-19 Virus;
- (b) being in close contact with a person with a confirmed case of Covid-19 Virus; or
- (c) arriving in Australia after midnight on 15 March 2020.

58.2 COVID-19 Event

58.2.1 If prior to the Date for Completion either the Seller or Buyer:

- (a) Contracts the COVID-19 virus;
- (b) Is placed in Quarantine or directed to Quarantine by a Relevant Authority;
- (c) Is placed in Self-isolation or directed to Self-isolate by a Relevant Authority; or
- (d) Needs to care for an immediate member of their household or family who is directly affected by special conditions 58.2.1(a) to 58.2.1(c);

(collectively and each being a 'COVID-19 Event')

and such COVID-19 Event impacts the Seller's or Buyer's ability to settle under this Contract by the Date for Completion, then such party may, subject to compliance with the terms of clause 58.2.2, extend the Date for Completion by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than ten (10) Business Days, upon giving written notice to the other party.

58.2.2 The rights of the Seller and Buyer to extend the Date for Completion in accordance with clause 58.2.1 are subject to the following conditions:

Special Conditions

- (a) The affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the COVID-19 Event, and in any event before the Date for Completion; and
- (b) The affected party must provide reasonable evidence of the COVID-19 Event to the other party.

59. Auctions

59.1 These are the terms upon which the auction for the sale of the Property will be conducted:

- 59.1.1 The auctioneer may make 1 bid for the seller of the Property at any time during the auction.
- 59.1.2 Each person bidding must be entered on the bidder's record.
- 59.1.3 The auctioneer may refuse any bid.
- 59.1.4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 59.1.5 The auctioneer may withdraw the property from sale at any time.
- 59.1.6 The auctioneer may refer to a bid to the seller at any time before the end of the auction.
- 59.1.7 If there is a dispute about a bid, the auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again.
- 59.1.8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 59.1.9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 59.1.10 The highest recorded bidder will be the buyer, subject to any reserve price.
- 59.1.11 If a reserve price has been set for the Property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
- 59.1.12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

NOTICE TO ALL PROSPECTIVE BUYERS

Please note that the seller reserves the right to vary this Contract without notice at any time up to the commencement of the auction.

Special Conditions

60. Deposit Bonds

- 60.1 In this Agreement, the word "Bond" means the bond or bank guarantee issued to the Buyer at the request of the Seller in a form reasonably acceptable to the Seller.
- 60.2 Subject to paragraphs (60.3) and (60.4) below, the delivery of the Bond to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 60.3 The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Agreement or at such other time as may be provided for the deposit to be accounted for to the Seller.
- 60.4 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 provider of the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Agreement to hold the deposit.
- 60.5 The Buyer and Seller acknowledge that payment by the provider of the Bond, under the Bond, shall, only to the extent of the amount paid, be in satisfaction of that portion of the Buyer's obligation to pay the deposit under paragraph (59.4) above and does not extinguish, limit or satisfy any claim the Seller may have under the Agreement, greater than the amount paid under the Bond.
- 60.6 If 7 days prior to the expiration of the term of this Bond or if extended then 7 days prior to the expiration of the extended period of the Bond the Buyer has not either:
- (a) completed this Contract; or
 - (b) delivered to the Seller's solicitors a Bond in identical terms for an extended period; or
 - (c) paid the amount covered by the Bond as deposit to the stakeholder
- 60.7 the Buyer shall be in default. If the Buyer is in default under any provision of this subclause then immediately and without the notice otherwise necessary under Clause 18 or otherwise the provisions of Clause 19 will apply.

61. Guarantee

- 61.1 In the event that the Buyer is not a natural person the Directors Guarantee Annexed to this Agreement for Sale and marked 'A' must be signed by at least one of the Buyer's Directors at the same time as executing this Agreement for Sale.
- 61.1.1 The office holder of the Buyer warrants that they have the authority to enter into this agreement on behalf of the Buyer.

Special Conditions

Annexure A – Director's Guarantee

I/We (name of Director/s)

.....

Of (address)

.....

Agree as follows:

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

Special Conditions

Dated: day of 20

Signed sealed and delivered in the presence of:

X

Name of Witness in full

X

Signature of Witness

Director Sign

X

Director's name in full

X

Signature of Director

Signed sealed and delivered in the presence of:

X

Name of Witness in full

X

Signature of Witness

Director Sign

X

Director's name in full

X

Signature of Director

NOTE

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



Product	Title Details
Date/Time	16/04/2021 04:19PM
Customer Reference	
Order ID	20210416001530
Cost	\$30.00

Volume 2441 Folio 53 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Unit 183 (Class A) entitlement 319 of 100000, 4 subsidiaries

Lease commenced on 17/12/2019, terminating on 02/12/2118

Proprietor

Craig Scott McShane

1 Fricker Place Casey ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Subject to Easement in Unit Plan: Current

End of interests



Product	Title Details
Date/Time	16/04/2021 04:34PM
Customer Reference	35032
Order ID	20210416001548
Cost	\$30.00

Volume 2439 Folio 70 Edition 1

AUSTRALIAN CAPITAL TERRITORY
Dealings pending registration
TITLE SEARCH

LAND

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Lease commenced on 17/12/2019, terminating on 02/12/2118

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4796

Vantage Strata 90/43 Constitution Avenue Reid ACT, 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

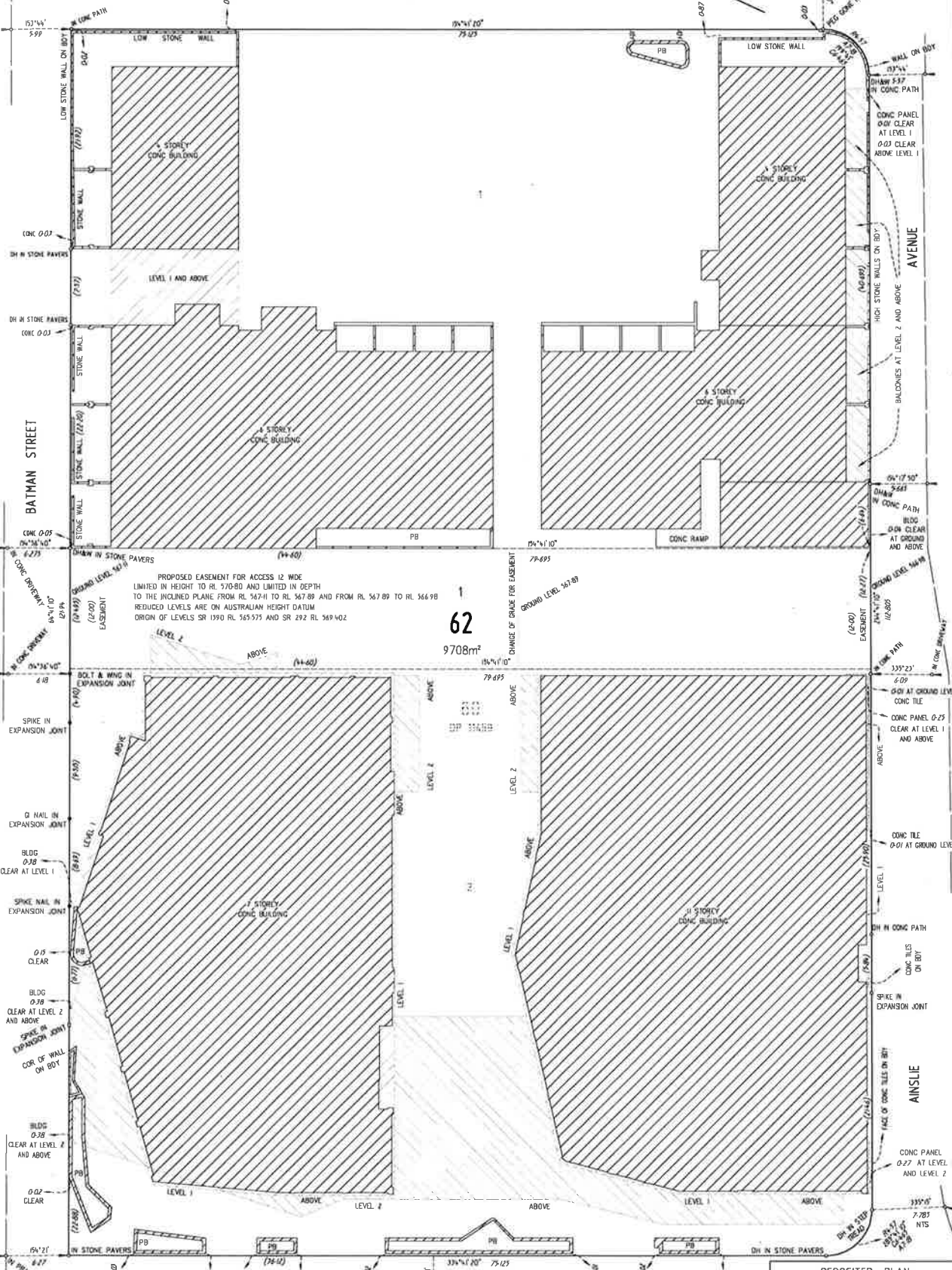
Subject to Easement in Unit Plan: Current

Registered Date	Dealing Number	Description
19/12/2019	2252284	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2438/63
02/12/2020	3039129	Application to Note Special Resolution
Unregistered	3071512	Application to Note Special Resolution - lodged on 14/04/2021

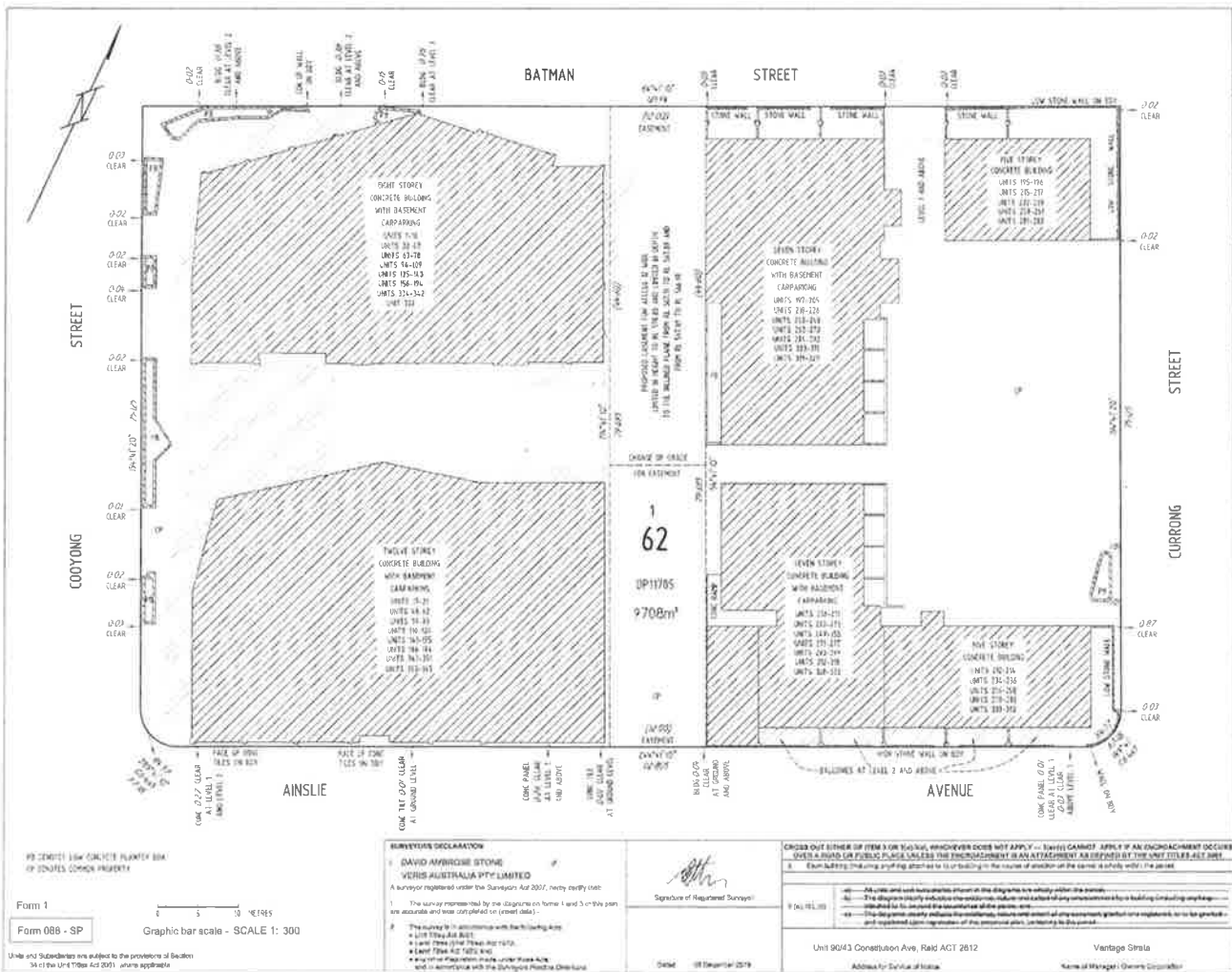
End of interests

GROUND
CURRONG STREET

NORTH



62
9708m²



LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	1 of 55
SITE PLAN	
LAND DETAILS	
Block	1
Section	62
Division	BRADDON
Deposited Plan Number	DP11705
Volumes/Folio	2438:63
Class of Units (A or B)	A
<p><i>[Signature]</i></p> <p>XI HE SOLE DIRECTOR ACT 11/08/2009</p> <p>Attn: No.1 Pty Ltd Signature of Lessee</p> <p>SHAWFELLS Solicitors ACT Planning and Land Authority</p> <p>APPROVED UNDER THE LAND TITLES ACT 2014 AS THE UNIT PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND</p> <p><i>[Signature]</i> David Price Registrar General 13 OCT 2014</p> <p>UNITS PLAN No.</p> <p>1795</p>	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	318	3	2439	71
2	248	4	2439	72
3	331	4	2439	73
4	168	3	2439	74
5	160	3	2439	75
6	164	3	2439	76
7	234	3	2439	77
8	159	3	2439	78
9	160	3	2439	79
10	234	3	2439	80
11	160	3	2439	81
12	296	4	2439	82
13	289	3	2439	83
14	273	3	2439	84
15	198	3	2439	85
16	258	3	2439	86
17	175	3	2439	87
18	260	3	2439	88
19	269	3	2439	89
20	286	3	2439	90
21	174	3	2439	91
22	170	3	2439	92
23	295	3	2439	93
24	182	3	2439	94
25	183	3	2439	95

Aggregate

ALTAIR No.1 PTY LTD

Xi He
Sole Director

ACN 610 084 369

Signature of Lessee

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

Volume	Folio
2439	70

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General



Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 3 of 5 Sheets

SUE

Form 078


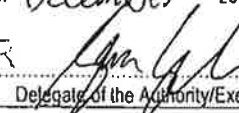




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	306	4	2439	96
27	182	3	2439	97
28	240	4	2439	98
29	174	3	2439	99
30	230	3	2439	100
31	331	3	2440	1
32	313	3	2440	2
33	233	3	2440	3
34	318	4	2440	4
35	168	3	2440	5
36	170	3	2440	6
37	164	3	2440	7
38	237	3	2440	8
39	164	3	2440	9
40	164	3	2440	10
41	238	3	2440	11
42	164	3	2440	12
43	311	3	2440	13
44	295	3	2440	14
45	278	4	2440	15
46	177	3	2440	16
47	262	4	2440	17
48	171	3	2440	18
49	265	3	2440	19
50	264	3	2440	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Kojima, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 4 of 55 Sheets

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	286	3	2440	21
52	176	3	2440	22
53	168	3	2440	23
54	255	3	2440	24
55	182	3	2440	25
56	182	3	2440	26
57	302	4	2440	27
58	242	4	2440	28
59	178	4	2440	29
60	228	3	2440	30
61	337	3	2440	31
62	198	4	2440	32
63	323	4	2440	33
64	235	3	2440	34
65	328	4	2440	35
66	173	3	2440	36
67	172	3	2440	37
68	166	3	2440	38
69	240	4	2440	39
70	166	3	2440	40
71	166	3	2440	41
72	240	3	2440	42
73	166	3	2440	43
74	308	3	2440	44
75	292	3	2440	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610084369 Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of 55 Sheets

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Form 078


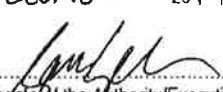




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	288	3	2440	46
77	181	3	2440	47
78	264	3	2440	48
79	180	3	2440	49
80	267	3	2440	50
81	274	3	2440	51
82	293	3	2440	52
83	178	3	2440	53
84	171	4	2440	54
85	243	3	2440	55
86	185	3	2440	56
87	182	3	2440	57
88	304	4	2440	58
89	186	3	2440	59
90	246	4	2440	60
91	178	3	2440	61
92	232	3	2440	62
93	337	4	2440	63
94	334	4	2440	64
95	241	3	2440	65
96	331	4	2440	66
97	173	3	2440	67
98	173	3	2440	68
99	184	4	2440	69
100	241	3	2440	70
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610084369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Kroppa, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	168	3	2440	71
102	168	3	2440	72
103	242	3	2440	73
104	168	3	2440	74
105	306	3	2440	75
106	296	3	2440	76
107	287	3	2440	77
108	182	3	2440	78
109	266	3	2440	79
110	182	3	2440	80
111	281	3	2440	81
112	277	3	2440	82
113	289	3	2440	83
114	179	3	2440	84
115	173	3	2440	85
116	245	3	2440	86
117	190	3	2440	87
118	190	3	2440	88
119	315	5	2440	89
120	185	3	2440	90
121	247	3	2440	91
122	180	3	2440	92
123	232	3	2440	93
124	339	3	2440	94
125	333	3	2440	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD <i>Xi He</i> Sole Director ACN 610084369 Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <i>12th</i> this day of <i>December</i> 20 <i>19</i> SAMUEL ZELLER Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	237	3	2440	96
127	334	3	2440	97
128	174	3	2440	98
129	174	3	2440	99
130	171	3	2440	100
131	243	3	2441	1
132	171	3	2441	2
133	171	3	2441	3
134	243	3	2441	4
135	171	3	2441	5
136	319	5	2441	6
137	294	3	2441	7
138	290	3	2441	8
139	189	3	2441	9
140	269	3	2441	10
141	191	3	2441	11
142	277	3	2441	12
143	273	3	2441	13
144	287	3	2441	14
145	185	3	2441	15
146	173	3	2441	16
147	247	4	2441	17
148	193	3	2441	18
149	193	3	2441	19
150	326	5	2441	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369 Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krejina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-115

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 8 of 55 Sheets

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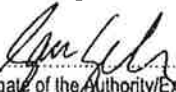




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	189	3	2441	21
152	249	3	2441	22
153	181	3	2441	23
154	237	3	2441	24
155	334	3	2441	25
156	178	3	2441	26
157	328	3	2441	27
158	177	3	2441	28
159	255	4	2441	29
160	170	3	2441	30
161	311	3	2441	31
162	299	5	2441	32
163	290	4	2441	33
164	195	3	2441	34
165	272	4	2441	35
166	198	3	2441	36
167	275	4	2441	37
168	273	4	2441	38
169	290	4	2441	39
170	182	3	2441	40
171	182	3	2441	41
172	271	3	2441	42
173	328	6	2441	43
174	284	5	2441	44
175	509	5	2441	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 9 of 55 Sheets

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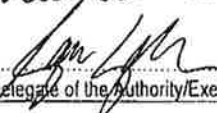




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	312	4	2441	46
177	184	3	2441	47
178	330	5	2441	48
179	220	3	2441	49
180	697	6	2441	50
181	267	4	2441	51
182	342	4	2441	52
183	319	4	2441	53
184	226	3	2441	54
185	664	4	2441	55
186	270	3	2441	56
187	342	3	2441	57
188	325	4	2441	58
189	224	3	2441	59
190	684	6	2441	60
191	272	3	2441	61
192	343	3	2441	62
193	326	3	2441	63
194	226	3	2441	64
195	513	4	2441	65
196	411	3	2441	66
197	307	4	2441	67
198	287	4	2441	68
199	275	3	2441	69
200	255	3	2441	70
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610084369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2014 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 10 of 55 Sheets

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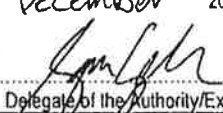




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	202	3	2441	71
202	200	4	2441	72
203	191	4	2441	73
204	182	4	2441	74
205	203	4	2441	75
206	205	4	2441	76
207	198	4	2441	77
208	187	4	2441	78
209	182	4	2441	79
210	275	3	2441	80
211	245	4	2441	81
212	277	3	2441	82
213	275	3	2441	83
214	520	5	2441	84
215	451	5	2441	85
216	295	3	2441	86
217	307	3	2441	87
218	305	3	2441	88
219	305	4	2441	89
220	293	3	2441	90
221	263	3	2441	91
222	227	3	2441	92
223	276	3	2441	93
224	316	3	2441	94
225	191	3	2441	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Kratina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 11 of 55 Sheets

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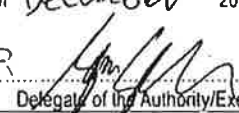




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	205	3	2441	96
227	182	3	2441	97
228	310	3	2441	98
229	277	3	2441	99
230	266	3	2441	100
231	266	3	2442	1
232	271	3	2442	2
233	251	3	2442	3
234	276	3	2442	4
235	276	3	2442	5
236	446	5	2442	6
237	458	4	2442	7
238	303	3	2442	8
239	310	3	2442	9
240	307	3	2442	10
241	307	3	2442	11
242	295	3	2442	12
243	256	3	2442	13
244	239	3	2442	14
245	262	3	2442	15
246	316	4	2442	16
247	192	3	2442	17
248	207	3	2442	18
249	198	3	2442	19
250	316	4	2442	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 089 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 12 of 55 Sheets

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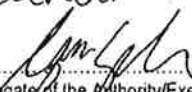




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	260	3	2442	21
252	268	3	2442	22
253	276	3	2442	23
254	274	3	2442	24
255	253	3	2442	25
256	269	3	2442	26
257	271	3	2442	27
258	456	5	2442	28
259	485	4	2442	29
260	305	4	2442	30
261	309	4	2442	31
262	278	5	2442	32
263	320	5	2442	33
264	295	3	2442	34
265	261	3	2442	35
266	241	3	2442	36
267	281	3	2442	37
268	318	4	2442	38
269	195	3	2442	39
270	209	3	2442	40
271	185	3	2442	41
272	315	3	2442	42
273	281	3	2442	43
274	271	3	2442	44
275	271	3	2442	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director Acc 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	273	3	2442	46
277	255	3	2442	47
278	266	3	2442	48
279	276	3	2442	49
280	461	4	2442	50
281	455	4	2442	51
282	296	3	2442	52
283	314	4	2442	53
284	294	4	2442	54
285	314	3	2442	55
286	281	3	2442	56
287	272	3	2442	57
288	258	3	2442	58
289	287	3	2442	59
290	309	5	2442	60
291	194	3	2442	61
292	211	3	2442	62
293	187	3	2442	63
294	318	3	2442	64
295	284	3	2442	65
296	273	3	2442	66
297	271	3	2442	67
298	296	3	2442	68
299	256	3	2442	69
300	306	3	2442	70

Aggregate

ALTAIR No.1 PTY LTD

Xi the

Sole Director

ACN 610 084 369

Signature of Lessee

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

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

Volume

Folio

2439

70

David Pryce
Registrar-General



Deputy Registrar-General

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	288	4	2442	71
302	451	5	2442	72
303	323	4	2442	73
304	319	4	2442	74
305	305	3	2442	75
306	267	3	2442	76
307	246	3	2442	77
308	290	3	2442	78
309	325	4	2442	79
310	197	3	2442	80
311	211	3	2442	81
312	189	3	2442	82
313	321	3	2442	83
314	287	3	2442	84
315	273	3	2442	85
316	273	3	2442	86
317	295	3	2442	87
318	228	3	2442	88
319	328	4	2442	89
320	314	4	2442	90
321	288	3	2442	91
322	276	3	2442	92
323	261	3	2442	93
324	290	3	2442	94
325	318	3	2442	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director AEN 610 089 369 Signature of Lessee <i>[Signature]</i>			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2012 SAMUEL ZELLER <i>[Signature]</i> Delegate of the Authority/Executive			David Pryce Registrar-General <i>[Signature]</i> Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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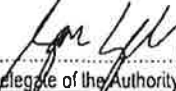




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	198	3	2442	96
327	213	3	2442	97
328	190	3	2442	98
329	320	3	2442	99
330	293	4	2442	100
331	273	3	2443	1
332	276	3	2443	2
333	630	4	2443	3
334	295	1	2443	4
335	196	2	2443	5
336	590	1	2443	6
337	379	2	2443	7
338	482	2	2443	8
339	679	2	2443	9
340	573	2	2443	10
341	348	2	2443	11
342	279	2	2443	12
343	336	2	2443	13
344	278	2	2443	14
345	265	1	2443	15
346	266	1	2443	16
347	186	1	2443	17
348	286	2	2443	18
349	302	3	2443	19
350	387	2	2443	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2012 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

Approved form AF 2006 - 231 approved by Danielle Kratina, Registrar-General on 25 July 2006 under s140 Land Titles Act 1925 (approved forms) and revokes form AF 2004-116

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
351	651	2	2443	21
352	2164	3	2443	22
353	260	5	2443	23
354	274	3	2443	24
355	294	3	2443	25
356	301	3	2443	26
357	295	2	2443	27
358	169	2	2443	28
359	141	2	2443	29
360	283	3	2443	30
361	283	3	2443	31
362	283	3	2443	32
363	260	2	2443	33
364	911	4	2443	34
Aggregate	100000	1175	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			2439	70

ALTAIR No.1 PTY LTD
Xi He
Sole Director
ACW 610 084 369

Signature of Lessee

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

David Pryce
 Registrar-General

Deputy Registrar-General

BUILDING ADDRESS	MARK	THE	MARK	BUILDING ADDRESS	UNIT DETAILS									
					UNIT No	SHEET No	FLOOR	DOOR No	VIBR	SUB SHEET No	SUB SHEET No	SUB SHEET No	SUB SHEET No	SUBSIDIARY TOTAL
45 CURRONG STREET NORTH	THE	MARK	MARK	45 CURRONG STREET NORTH	106	10	SEVENTH	711		1	32	2	22	2
					107	10	SEVENTH	712		1	32	2	22	2
					108	10	SEVENTH	713		1	32	2	22	2
					109	10	SEVENTH	714		1	32	2	22	2
					110	10	SEVENTH	715		1	32	2	22	2
					111	10	SEVENTH	716		1	32	2	22	2
					112	10	SEVENTH	717		1	32	2	22	2
					113	10	SEVENTH	718		1	32	2	22	2
					114	10	SEVENTH	719		1	32	2	22	2
					115	10	SEVENTH	720		1	32	2	22	2
47 CURRONG STREET NORTH	THE	MARK	MARK	47 CURRONG STREET NORTH	116	10	SEVENTH	721		1	32	2	22	2
					117	10	SEVENTH	722		1	32	2	22	2
					118	10	SEVENTH	723		1	32	2	22	2
					119	10	SEVENTH	724		1	32	2	22	2
					120	10	SEVENTH	725		1	32	2	22	2
					121	10	SEVENTH	726		1	32	2	22	2
					122	10	SEVENTH	727		1	32	2	22	2
					123	10	SEVENTH	728		1	32	2	22	2
					124	10	SEVENTH	729		1	32	2	22	2
					125	10	SEVENTH	730		1	32	2	22	2

Form 3

Form 091 - PP

REF: 2016/10-06

BUILDING ADDRESS	MARK	THE	MARK	BUILDING ADDRESS	UNIT DETAILS									
					UNIT No	SHEET No	FLOOR	DOOR No	VIBR	SUB SHEET No	SUB SHEET No	SUB SHEET No	SUB SHEET No	SUBSIDIARY TOTAL
45 CURRONG STREET NORTH	THE	MARK	MARK	45 CURRONG STREET NORTH	126	10	SEVENTH	731		1	32	2	22	2
					127	10	SEVENTH	732		1	32	2	22	2
					128	10	SEVENTH	733		1	32	2	22	2
					129	10	SEVENTH	734		1	32	2	22	2
					130	10	SEVENTH	735		1	32	2	22	2
					131	10	SEVENTH	736		1	32	2	22	2
					132	10	SEVENTH	737		1	32	2	22	2
					133	10	SEVENTH	738		1	32	2	22	2
					134	10	SEVENTH	739		1	32	2	22	2
					135	10	SEVENTH	740		1	32	2	22	2
47 CURRONG STREET NORTH	THE	MARK	MARK	47 CURRONG STREET NORTH	136	10	SEVENTH	741		1	32	2	22	2
					137	10	SEVENTH	742		1	32	2	22	2
					138	10	SEVENTH	743		1	32	2	22	2
					139	10	SEVENTH	744		1	32	2	22	2
					140	10	SEVENTH	745		1	32	2	22	2
					141	10	SEVENTH	746		1	32	2	22	2
					142	10	SEVENTH	747		1	32	2	22	2
					143	10	SEVENTH	748		1	32	2	22	2
					144	10	SEVENTH	749		1	32	2	22	2
					145	10	SEVENTH	750		1	32	2	22	2

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 18 of 50

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

INDEX

X1 HE
SOLE DIRECTOR
ACT: 610/04 SUMAttest No. 1 Pty Ltd
Solicitor in ChargeAPPROVED UNDER THE UNIT BY-LAW ACT 2001
AS THE UNIT PLAN FOR THIS SUBDIVISION
OF THE ABOVE MENTIONED PARCELS OF LAND

UNITS PLAN No.

1756

BLOCK	UNIT No	SHEET No	FLOOR	DOOR No	SUB		SUB		SUB		SUB		SUB		SUBSIDIARY TOTAL
					No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	
COMMERCIAL	134	25	GROUND	001							1	24			1
	135	25	GROUND	002	1	25					1	24			2
	136	25	GROUND	003							1	24			1
	137	25	GROUND	004	1	25					2	24			2
	138	25	GROUND	005	1	25					2	24			2
	139	25	GROUND	006	1	25					2	24			2
	140	25	GROUND	007	1	25					2	24			2
	141	25	GROUND	008	1	25					2	24			2
	142	25	GROUND	009	1	25					2	24			2
	143	25	GROUND	010	1	25					2	24			2
	144	25	GROUND	011	1	25					2	24			2
	145	25	GROUND	012	1	25					2	24			2
	146	25	GROUND	013							1	24			1
	147	25	GROUND	014							1	24			1
	148	25	GROUND	015	1	25					2	24			2
RESIDENTIAL	149	25	GROUND	016	1	25					2	24	3	24	3
	150	25	GROUND	017	1	25					2	24			2
	151	25	GROUND	018	1	25					2	24			2
	152	25	GROUND	019	1	25					2	24			2
	153	25	GROUND	020	1	25					2	24			2
	154	25	GROUND	021	1	25					2	24			2
	155	25	GROUND	022	1	25					2	24			2
	156	25	GROUND	023	1	25					2	24			2
	157	25	GROUND	024	1	25					2	24			2
	158	25	GROUND	025	1	25					2	24			2
	159	25	GROUND	026	1	25					2	24			2
	160	25	GROUND	027	1	25					2	24			2
	161	25	GROUND	028	1	25					2	24			2
	162	25	GROUND	029	1	25					2	24			2
	163	25	GROUND	030	1	25					2	24			2

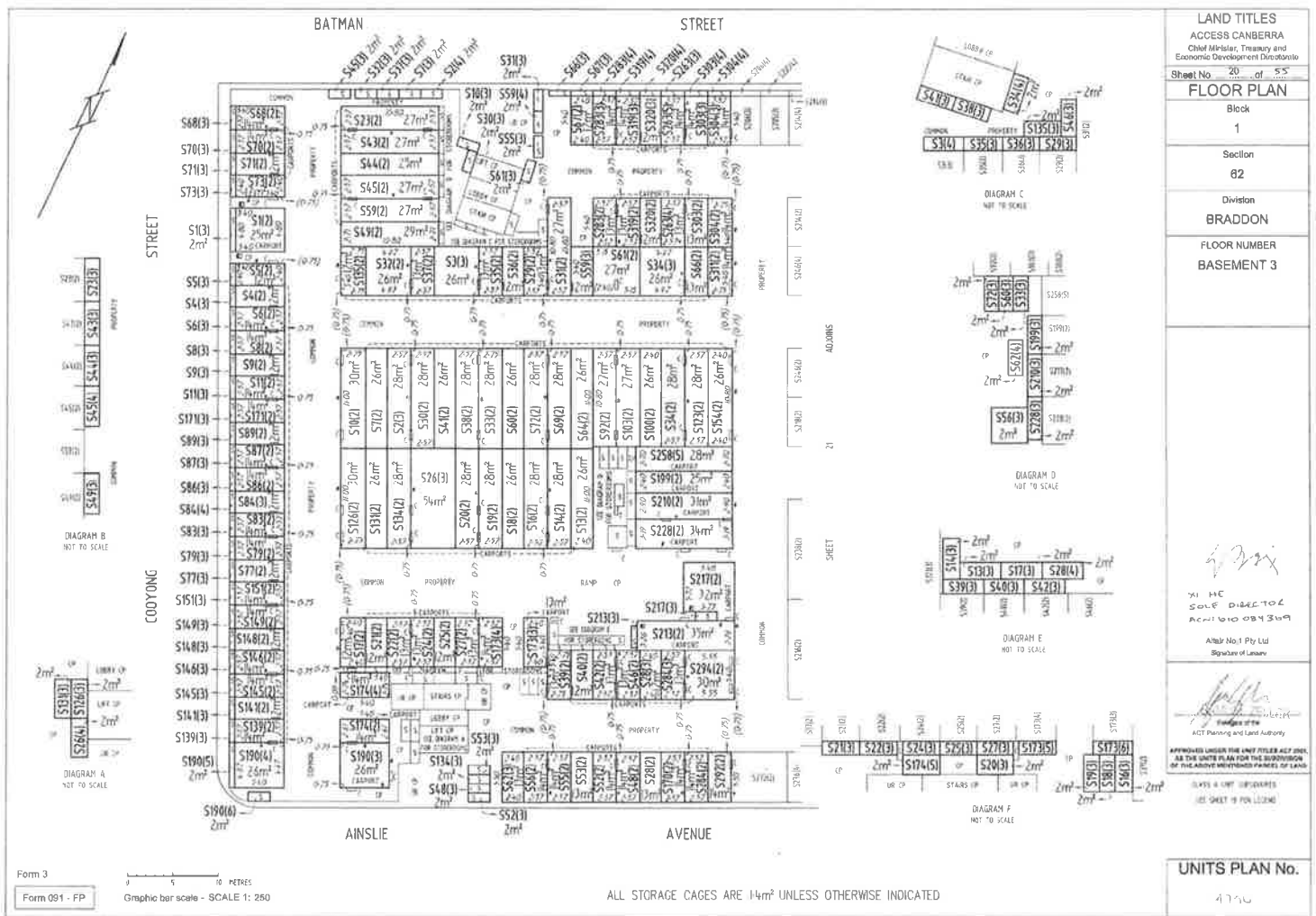
LEGEND (UPPERCASE)
 Y DENOTES YARD
 D DENOTES DUCT - BEING COMMON PROPERTY
 ST DENOTES STAIR
 C DENOTES COLUMN
 B DENOTES BALCONY
 S DENOTES STOREY
 CP DENOTES COMMON PROPERTY
 # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
 & DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
 M DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

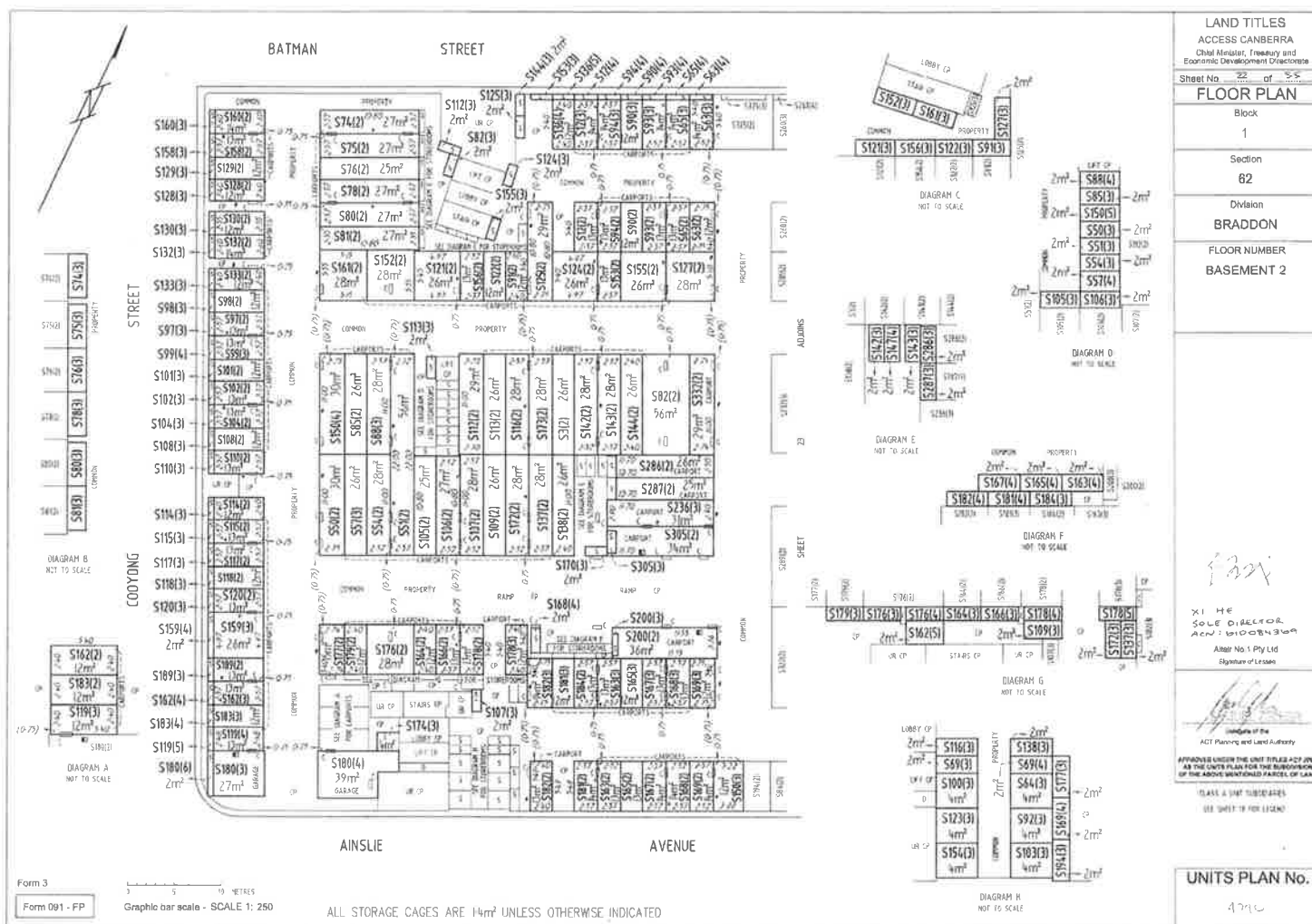
WHERE A YARD ADJUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINES OF WALL.
 YARDS ARE LIMITED IN DEPTH TO THE MEDIUM OF THE COMPLETE WALL WHEN FORMING THE LOWER BALANCE OF THE YARD.
 YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT.
 UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001.
 UNIT: BARRACKS ARE BEING DEMOLISHED WITH REFERENCE TO THE CONTROLS OF WALL, UNITS WERE THEREFORE THE PROVISION OF WALL PROVISIONS MAY HAVE BEEN EXTENDED TO UNITS TO BE DEMOLISHED THE UNIT 2001.
 ALL AREAS AND APPROPRIATE UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY.
 AND MAY NOT BE SHOWN ON THE UNIT'S PLAN.
 THE OWNERS CONTRIBUTION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICES DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001.
 AREAS ARE SHOWN FOR THE PURPOSES OF THE UNIT'S PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE.

LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate
 Sheet No. 19 of 45
FLOOR PLAN
 Block
 1
 Section
 62
 Division
 BRADDON
 FLOOR NUMBER
 LEGEND / INDEX

[Signature]
 X1 HE
 SOLE DIRECTOR
 ACN: 610074307
 Altair No 1 Pty Ltd
 Signature of Lessee
[Signature]
 ACT Planning and Land Authority
 APPROVED UNDER THE UNIT TITLES ACT 2001.
 AS THE UNIT'S PLAN FOR THE SUBSIDIARIES
 OF THE ABOVE MENTIONED PARCELS OF LAND

UNITS PLAN No.
 9756







ALL STORAGE CAGES ARE 2m³ UNLESS OTHERWISE INDICATED

FLOOR PLAN

Block

1

Section

82

Division

BRADDON

FLOOR NUMBER

GROUND

Xi HE
S.O.L.C. Director
A.C.M. 60000344

Attest No. 1 Pty Ltd

Signature of Lessee

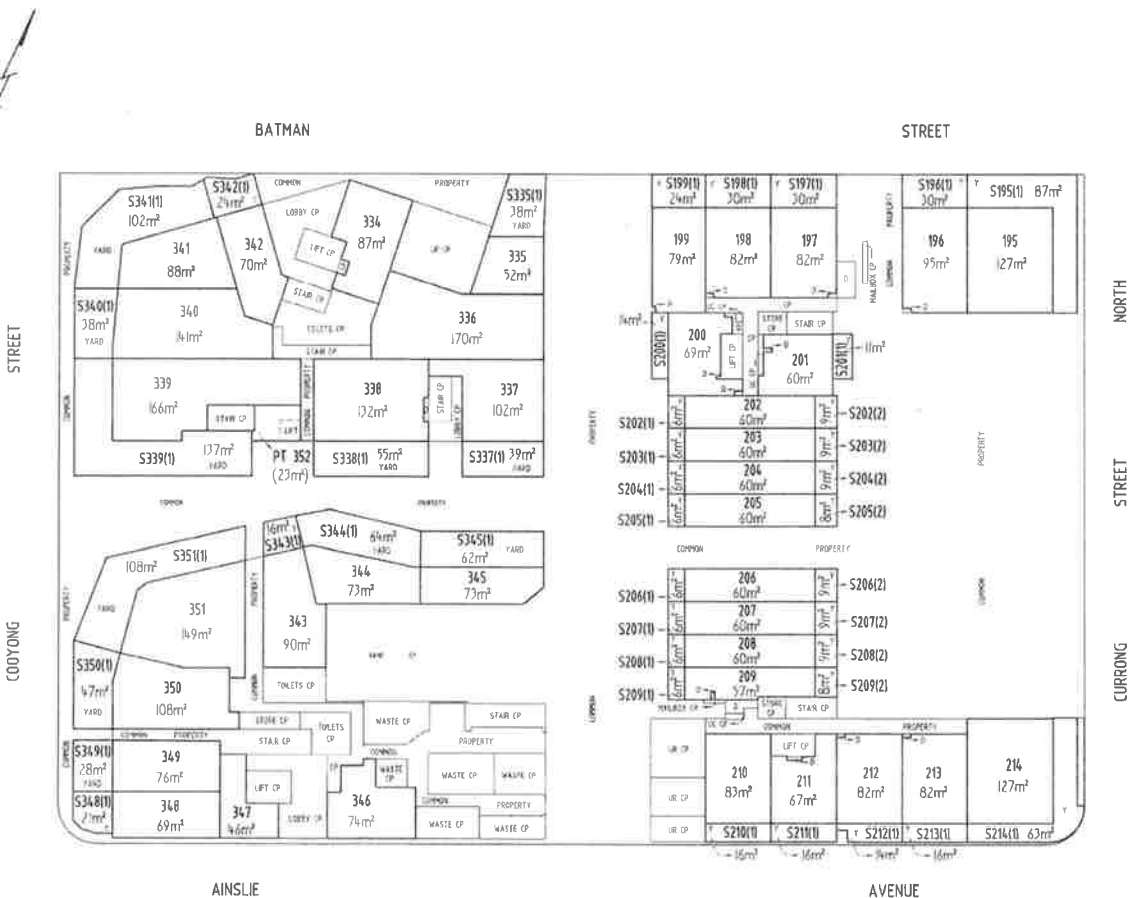
Approved for me
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 1988,
AS THE UNIT PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCELS OF LAND

(345) 4 UNITS AND UNIT SUBDIVISION
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

4796









LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development & Infrastructure	
Sheet No.	29 of 55
FLOOR PLAN	
Block	1
Section	62
Division	BRADDON
FLOOR NUMBER	FOURTH
 X. HE SOLE DIRECTOR ACN: 610 084 367 Attain No 1 Pty Ltd Signature of Lessee	
 ACT Planning and Land Authority APPROVED UNDER THE UNIT DEVELOPMENT ACT 1999 AS THE UNIT PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND CLASS A UNITS AND UNIT COMBINATIONS SEE SHEET 29 FOR LEGEND	
UNITS PLAN No.	
4796	



LAND TITLES
ACCESS9 CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 30 of 55

FLOOR PLAN

Block

1

Section

82

Division

BRADDON

FLOOR NUMBER

FIFTH

YI HE
SOLE DIRECTOR
ACN: 610 084 360
Attest No 1 Pty Ltd
Signature of Lessee

Approved by the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLE ACT 2001
AS THIS UNIT PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCELS OF LAND

PLATS A UNIT AND UNIT TOWER SHEET
102 SHEET 14 PLAN LEGEND

UNITS PLAN No.

4726

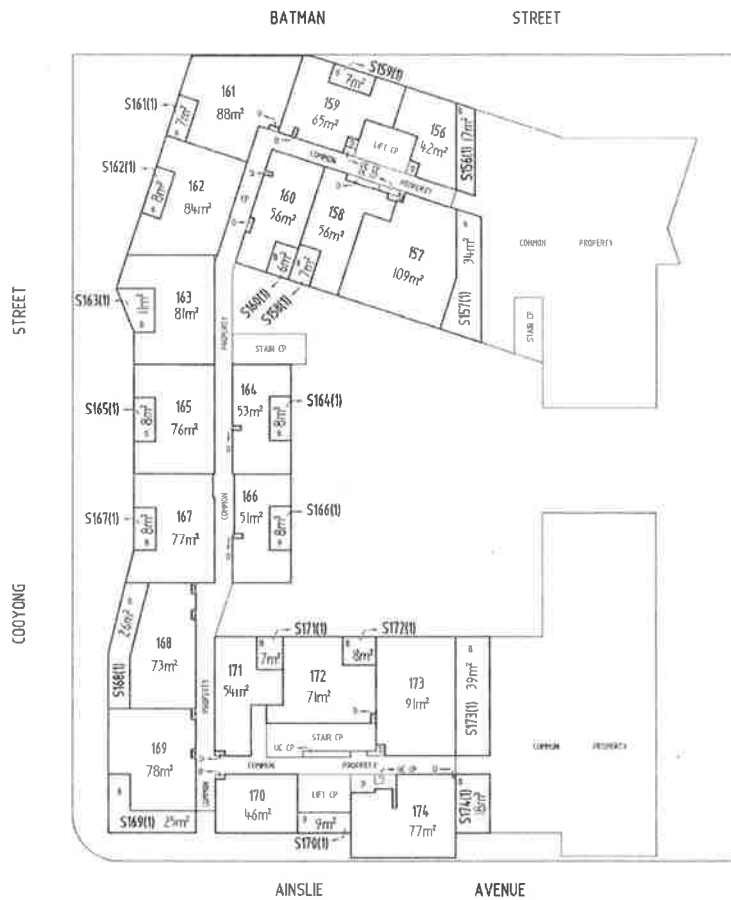
Form 3

Form DB1 - FP

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REF: 2179AUP_006

4796



Form 3
Form 091 - FP
Graphic bar scale - SCALE 1: 250
0 5 10 METRES

REF: 17104 UP_002

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	32 of 55
FLOOR PLAN	
Block	1
Section	62
Division	BRADDON
FLOOR NUMBER	SEVENTH
 Y1 HE SOLE DIRECTOR ACN: 610 054 367 Altair No.1 Pty Ltd Signature of Lesnor	
 Approved by the ACT Planning and Land Authority APPROVED UNDER THE UNIT TITLES ACT 2001 AS THE UNIT PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND PLEASE A VOTES AND THE SUBDIVISION SEE SHEET 30 FOR LEGEND	
UNITS PLAN No. 4796	

STREET

COOYONG

S175(1)
18m²
BALCONY

175
121m²

S175(2)
25m²
BALCONY

S176(1)
22m²
BALCONY

176
81m²

177
46m²

S177(1)
9m²
BALCONY

S178(1)
50m²
BALCONY

178
84m²

179
58m²

S179(1)
18m²
BALCONY

STAIR UP

UC UP

COMMON

PROPERTY

DE UP

LEFT UP

AINSIE

AVENUE

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 33 of 55

FLOOR PLAN

Block
1

Section
02

Division
BRADDON

FLOOR NUMBER
EIGHTH

THE
SOLE DIRECTOR

ACT No. 1 Pty Ltd

Signature of Lessee

Deputy of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001
AS THE UNIT PLAN FOR THE SUBMISSION
OF THIS BUILDING APPLICATION FOR THE
CLASS & UNIT AND UNIT PROTECTIONS

SEE SHEET 10 FOR LEGEND

UNITS PLAN No.

4796

Form 3

Form 091 - FP

0 1 2 3 4 5 METRES

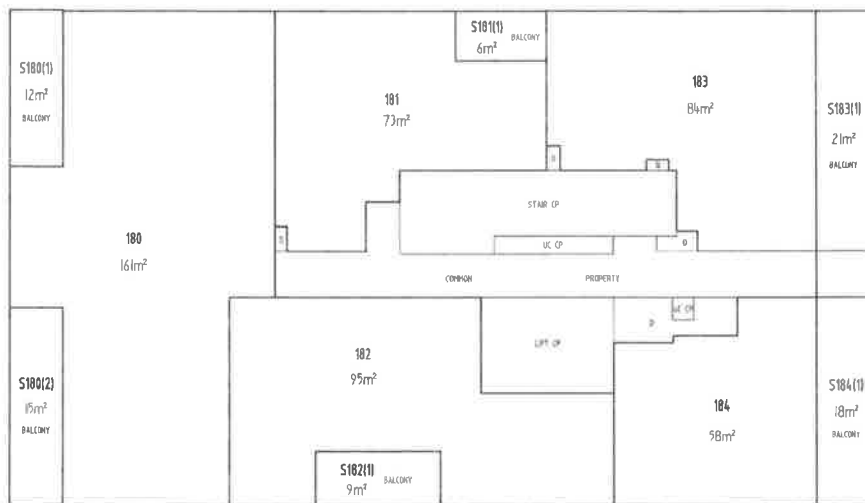
Graphic bar scale - SCALE 1: 100

REF: 11THAUP_006



STREET

COOYONG



AINSIE

AVENUE

Form 3

Form 081 - FP

0 1 2 3 4 5 METRES

Graphic bar scale - SCALE 1: 100

825 21798 UP_08E

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 14 of 15

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

NINTH

XI HE
SOLE DIRECTOR
ACN: 610 084 347

Attn: No. 1 Pty Ltd
Signature of Lessee

Deputy of the
ACT Planning and Land Authority

APPROVED UNDER THE LAND TITLES ACT 1998
AS THE UNIT'S PLANS FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCELS OF LAND

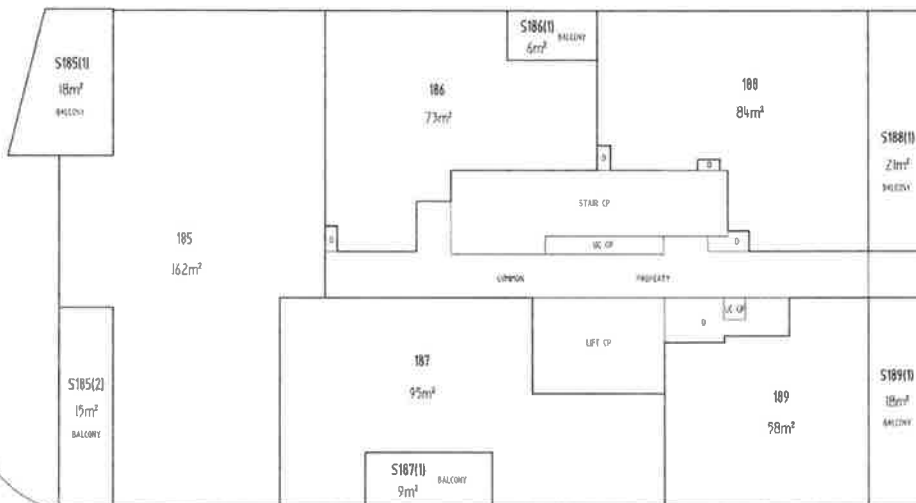
1:10000 1:10000 AND UNIT SUBDIVISION
SEE SHEET 11 FOR LEGEND

UNITS PLAN No.

1796



STREET
COOYONG



AINSLIE

AVENUE

Form 3

Form 001 - FP

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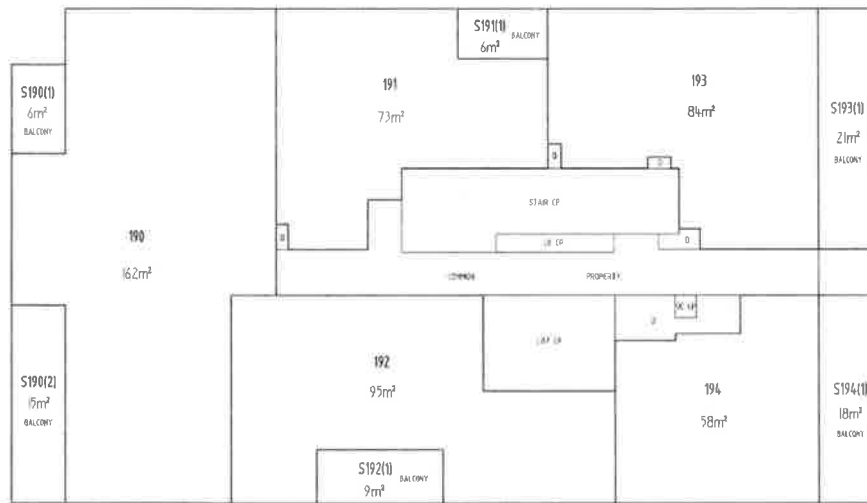
REF: 2019/UP_OHE

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate Sheet No. 35 of 45
FLOOR PLAN
Block 1
Section 62
Division BRADDON
FLOOR NUMBER TENTH
 4/3/20 4/3/20 Sole Director PLP, 2010/04/24/2019 Attest No. 1 Pp 132 Signature of General Director of the ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001. AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND.
CLASS A UNITS AND UNIT SUBSIDIES SEE SHEET W FOR LEGEND
UNITS PLAN No. 4/3/20



STREET

COOYONG



AINSLIE

AVENUE

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 36 of 55

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

ELEVENTH

Xi He
SOLE DIRECTOR
ACT: 610 054 509
Alter No. 1 Pty Ltd
Signature of Lessee

Approved by the
ACT Planning and Land Authority
APPROVED UNDER THE LAND TITLES ACT 2014
AS THE UNIT'S PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS 4 UNITS AND UNIT SUBSIDIARIES
SEE SHEET 37 FOR LEGEND

UNITS PLAN No.

A 7-10

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4796

Block 1 Section 62 Division of BRADDON

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

- | | | |
|------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the second day of December Two thousand one hundred and eighteen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 364 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |

44 x11

PURPOSE

(c) To use Units 1 to 364 for:

the area shown as 'B' and hatched on the attached plan for community use limited to a minimum gross floor area of 669 square metres AND IN ADDITION the premises may also be used for:

- (i) car park;
- (ii) guest house;
- (iii) hotel;
- (iv) indoor recreation facility;
- (v) motel;
- (vi) non-retail commercial use LIMITED to a maximum gross floor area of 100 square metres per tenancy;
- (vii) residential use;
- (viii) restaurant LIMITED to a maximum gross floor area of 200 square metres per tenancy;
- (ix) serviced apartment; and
- (x) shop LIMITED to a maximum gross floor area of 200 square metres per tenancy;

PROVIDED THAT restaurant and shop are not permitted above the ground floor and FURTHER PROVIDED THAT community use, indoor recreation facility and non-retail commercial use are not permitted above the first floor; and

the area shown as 'C' and cross hatched on the attached plan for multi-unit housing of not more than one hundred and thirty nine (139) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:


- (i) guest house;
- (ii) residential care accommodation;
- (iii) retirement village; and
- (iv) supportive housing;

UNIT
SUBSIDIARY

(d) Not to use any unit subsidiary to that unit as a habitation;

NOISE
MANAGEMENT
PLAN

(e) That the Lessee must, prior to the use of the premises for hotel, indoor recreational facility and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;

 X.M

EASEMENT
FOR ACCESS

- (f) That the Lessee shall:
- i. permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for access 12 wide" limited in height to RL 570.80 and limited in depth to RL 566.98, 567.11 and 567.89 on the Deposited Plan;
 - ii. not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
 - iii. not place, nor permit to be placed, any tree (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and
 - iv. at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;

SERVICE AREAS (g)

That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

BUILDING
SUBJECT TO
APPROVAL

- (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

REPAIR

- (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

FAILURE TO
REPAIR

- (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement


6 x 14

and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- | | | |
|--|-----|--|
| FACILITIES
AND ACCESS
FOR PERSONS
WITH A DISABILITY | (k) | That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority; |
| RIGHT OF
INSPECTION | (l) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND
CHARGES | (m) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION
OF TREES | (n) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or (ii) to which the <u>Tree Protection Act 2005</u>, applies; |
| MINERALS
AND WATER | (o) | All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory. |

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

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

 X.14

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

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF (b)
RENT

That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c)

That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

45 x11

EXERCISE OF
POWERS

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

6. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;

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- (g) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (h) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (i) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (j) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (k) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (l) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (m) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, and religious associated use;
- (n) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (o) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings, fabrics and household

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textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

- (p) "dwelling":
- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (q) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (r) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (s) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (t) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

44 x14

- (u) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (v) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (w) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (x) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (y) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (z) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the

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public. A motel may be licensed under the Liquor Act 2010;

- (aa) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (bb) "non-retail commercial use" means business agency, financial establishment, office, and public agency;
- (cc) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (dd) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (ee) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (ff) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (gg) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (hh) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (ii) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support.

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Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

- (jj) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (kk) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (ll) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (mm) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (nn) "retirement village scheme" for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (oo) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (pp) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (qq) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

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- (rr) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (ss) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (tt) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (uu) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (vv) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (ww) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (xx) words in the singular include the plural and vice versa;
- (yy) words importing one gender include the other genders;

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- (zz) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this 12th day of December 2019.


SAMUEL ZELLER

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

LESSEE: ALTAIR NO.1 PTY LTD ACN 610 084 369



X1 HE

Sole Director

 LH

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4796

Block 1 Section 62 Division of BRADDON

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

1. The term of the lease expires on the second day of December Two thousand one hundred and eighteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4796 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation shall:
 - i. permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for access 12 wide" limited in height to RL 570.80 and limited in depth to RL 566.98, 567.11 and 567.89 on the Deposited Plan;
 - ii. not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
 - iii. not place, nor permit to be placed, any tree (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and

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- iv. at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;
 - (h) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carpark and driveways on the parcel of land at the Owners Corporation cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (i) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (j) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (k) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
 - (l) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (m) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on

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

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

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4796';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (g) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

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

Dated this 12th day of December 2019.


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

LESSEE: **ALTAIR NO.1 PTY LTD CAN 610 084 369**





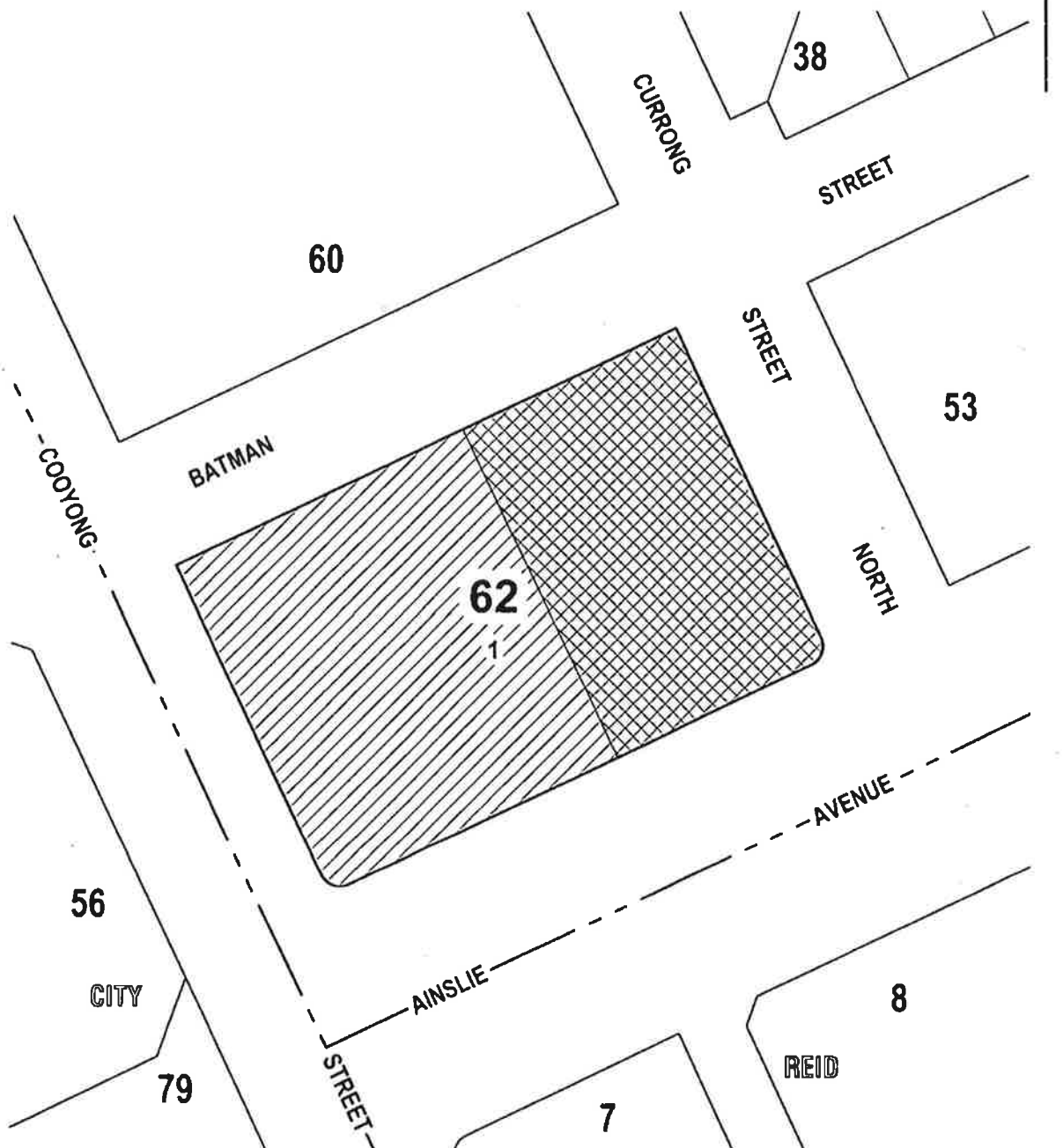
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SOG Director

Sheet No 55 of 55 sheets

LEGEND

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Access
Canberra.

Chief Mini:



SR3039129

24/11/2020 14:21:00 Wood

3039129

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
VANTAGE STRATA	info@vantagestrata.com.au	1800878728

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRADDON	62	1	4796

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

THE OWNERS CORPORATION RULES ARE TO BE AMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 7TH OCTOBER 2020 AND RESOLVED BY THE OWNERS CORPORATION

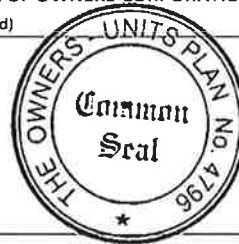
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

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

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

Signed By:

KADE

<Name of certifying party> Daniel Leskovec
<Capacity of certifying party> Strata Manager

Witness Signature:

Witness Name and Title:

Melissa Coker
Office Manager

for: <Company name> VANTAGE STRATA
on behalf of the Registered Proprietor/Managing Agent

VOI signed

EMILY WOOD
Deputy Registrar-General

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	<i>[Signature]</i>	Registration Date	

02 DEC 2020

UP4796

THE MARK AND PROVENANCE

2 Batman Street Braddon ACT 2612

Owners Corporation Rules

Rules UP4796

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

- (a) in accordance with the express permission of the **Executive Committee**; and
- (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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



VANTAGE STRATA

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5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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



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- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).



11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to:
 - (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (iv) certifications under Section 119 of the Act
 by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

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



13.

Animals

A unit owner/occupier who has a pet animal must:

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 4796

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 7/10/2020

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 X and attach details to the notice]

Date of decision	Full text of reduced quorum decision
7/10/2020	See attached Minutes

A4 Owners corporation declaration

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

2

7/10/2020

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



†

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

The petition must—

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



Minutes of General Meeting – UP4796 'The Mark and Provenance'

Venue: Held virtually via Zoom

Date: Wednesday 7 October, 2020

Time: 17.30 – 18.04

Present

- Warwick Michael Vance & Kerry Joy Cambridge – Unit 322
- Debbie Allan – Unit 708
- Nicolas Carrin – Unit 222
- Kurt & Barbara Haggstorm – Unit 301
- Anthony Paul Ruggeri – Unit 718
- Vana T Mohammed – Unit 218
- The Whiting Family Co ATF The Whiting Property Trust – Unit 902
- Bernice T Go Chu – Unit 525
- Katarzyna Rudzick- Unit 804
- Lalit Buhagiar-Sharma- Unit 319
- Julian Olsen – Unit 604

Apologies

- Shelley Cooper – Unit 101
- Laura Dawell – Unit G03
- Elizabeth Critchley – Unit 407

CHAIRPERSON, PROXIES AND APOLOGIES

Chair: J. Olsen (Unit 604)

Proxy Votes: S. Cooper (Unit 101 to J. Olsen) and E. Critchley (Unit 407 to J. Critchley-Evans (absent))

Absentee Votes: L. Dawell – Unit G03

In Attendance: Tiarna Stekovic (Vantage Strata)

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

Secretarial Note – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 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.

ADOPTION OF MINUTES

MOTION 1: It was resolved that the minutes of the First Meeting of the Owners Corporation held on 6 July 2020 be confirmed.

UNOFFICIAL



AMENDMENT OF THE OWNERS CORPORATION (DEFAULT) RULES

MOTION 2: It was resolved that the Owners Corporation agrees by Special Resolution, to amend Rule 4 of the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles Management Act 2011, as follows:

4 Erections and alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - a) in accordance with the express permission of Executive Committee; and
 - b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

MOTION 3: It was resolved that the Owners Corporation agrees by Special Resolution, to add a new Rule 12 to the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles (Management) Act 2011, as follows:

12 Animals

A unit owner/occupier who has a pet animal must:

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).

OTHER BUSINESS

- W. Vance & K. Cambridge (Unit 322) noted appreciation for the minutes of the Executive Committee continuing to be uploaded.
- D. Allan (Unit 708) raised that there were noise issues in the apartments below the rooftop from people exercising above. J. Olsen requested that Vantage Strata be contacted if the issue persists. The Executive Committee and Vantage Strata are also working to implement a booking system for the rooftop on Building Link, which should help address this issue.

CLOSURE

There being no further business the meeting was closed at 18.04 PM.

UNOFFICIAL





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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	183	Block	1	Section	62	Suburb	BRADDON
------	-----	-------	---	---------	----	--------	---------

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

No Yes

1. Have any notices been issued relating to the Crown Lease? (X) ()
2. Is the Lessor aware of any notice of a breach of the Crown Lease? (X) ()
3. Has a Certificate of Compliance been issued? () (X)
(N/A ex-Government House) ☐
Certificate Number: 81521 Dated: 11-DEC-19
4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? (see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? (see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) (see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? (see report)
- 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? (see report)

Customer Service Centre

Date: 20-APR-21 10:28:46

Applicant's Name :

E-mail Address :

Client Reference :

Info Track

actenquiries@infotrack.com.au

35032 - 80655173

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-APR-2021 10:28

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

BRADDON Section 62/Block 1/Unit 183

Building Class: A

Area(m2): 9,707.6

Unimproved Value: \$24,750,000

Year: 2020

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
52	3	202036823	PROPOSAL FOR COMMUNITY USE - Construction of park area, includes landscaping paving, planting beds, seating and associated works.	Approval Conditional	07-MAY-20

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-APR-2021 10:28

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

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

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 4796 Unit No. 183

Unit Owner/Eligible Person: Craig S McShane

Craig S McShane
29 Romberg Way
TAYLOR ACT 2913

1. Committee Details

Bill Lyrstakis	Vana Mohammed
Shelley Cooper	Andrew Mackey
Laura Jane Dawel	Michael Lyrstakis
Tony Ruggeri	John Vild
Julian Olsen	Kurt Haggstrom

c/- Vantage Strata Pty Ltd
Vantage Strata Pty Ltd
ABN: 79602359482
90/43 Constitution Ave
REID ACT 2612
1800878728

2. Corporations Manager

The name and contact details of the corporations manager:

Vantage Strata Pty Ltd
Vantage Strata Pty Ltd
ABN: 79602359482
90/43 Constitution Ave
REID ACT 2612

3. Records

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

Sarah Bakker
Vantage Strata Pty Ltd
Vantage Strata Pty Ltd
ABN: 79602359482
90/43 Constitution Ave
REID ACT 2612

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	Strata Unit Underwriters	06S8039816	\$108,070,000.00	04/10/2021	\$79,031.34 Excess: \$1,000.00
Loss of Rent/Temp Accommodation			\$16,210,500.00		
Catastrophe			\$16,210,500.00		
Public Liability			\$20,000,000.00		
Fidelity			\$100,000.00		
Office Bearers			\$5,000,000.00		
Voluntary Workers			\$200,000.00		

5. Contributions

5.1 The period the contributions for the unit are for: 19/12/2020 - 18/12/2021

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
11/02/2021	Standard Levy Contribution Schedule	\$819.87	\$185.18	\$1,005.05
19/03/2021	Standard Levy Contribution Schedule	\$819.87	\$185.18	\$1,005.05
19/06/2021	Standard Levy Contribution Schedule	\$819.87	\$185.18	\$0.00
19/09/2021	Standard Levy Contribution Schedule	\$819.87	\$185.18	\$0.00
Admin Fund Contributions				\$3,279.48
Sinking Fund Contributions				\$740.72
Total Contributions				\$4,020.20
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

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

Admin Fund \$218,359.23



Sinking Fund \$95,861.10

Total \$314,220.33

6. Developer Control Period

Developer control period expiry date: N/A

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

<p>Date: 20/04/2021 The Common Seal of The Owners – Units Plan No 4796</p>	
<p>Was hereunto affixed in The presence of</p> <p>Signature: </p>	

Vantage Strata Pty Ltd

90/43 Constitution Ave REID ACT 2612 ABN: 79602359482

Ph: 1800876728 Email: info@vantagestrata.com.au

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Contracts Register**4796 The Mark & Provenance/Founders 2 Batman Street**

Page 1

Contractor Name and Address: 360 Degree Fire PO Box 333 QUEANBEYAN NSW 2620	Details of Duties: Fire Protection Maintenance Delegated Powers: Basis of Renumeration: Commencement Date: 01/10/2020 Terms: 5 years Copy of Agreement on File? N Termination Date: 30/09/2025 Options: Workers Comp No:
Contractor Name and Address: ADT Fire Monitoring PO Box 7249 SILVERWATER NSW 2128	Details of Duties: Fire Detection and Alarm System Monitoring Delegated Powers: Basis of Renumeration: Commencement Date: 12/02/2021 Terms: 1 year Copy of Agreement on File? N Termination Date: 16/06/2021 Options: Workers Comp No:
Contractor Name and Address: Ambius	Details of Duties: Plant Hire Delegated Powers: Basis of Renumeration: Commencement Date: 11/06/2020 Terms: 1 year Copy of Agreement on File? N Termination Date: 10/06/2021 Options: Workers Comp No:
Contractor Name and Address: Fairy Services	Details of Duties: Sanitary Bins Delegated Powers: Basis of Renumeration: Commencement Date: 03/11/2020 Terms: - Copy of Agreement on File? N Termination Date: 30/11/2021 Options: Workers Comp No:
Contractor Name and Address: Fairy Services	Details of Duties: Cleaning Services Delegated Powers: Basis of Renumeration: Commencement Date: 01/12/2019 Terms: - Copy of Agreement on File? N Termination Date: 30/11/2021 Options: Workers Comp No:
Contractor Name and Address: Focus Facilities Maintenance PO Box 7006 KALEEN ACT 2617	Details of Duties: Gardening Maintenance Delegated Powers: Basis of Renumeration: Commencement Date: 09/01/2020 Terms: - Copy of Agreement on File? N Termination Date: 09/01/2022 Options: Workers Comp No:
Contractor Name and Address: HVAC Canberra 27 Molonglo Mall FYSHWICK ACT 2609	Details of Duties: HVAC Maintenance Delegated Powers: Basis of Renumeration: Commencement Date: 20/12/2020 Terms: 3 years Copy of Agreement on File? N Termination Date: 19/12/2023 Options: Workers Comp No:
Contractor Name and Address: Kone Elevators	Details of Duties: Lift Maintenance

Vantage Strata Pty Ltd

90443 Constitution Ave REID ACT 2612 ABN: 79602359482

Ph: 1800878728 Email: info@vantagestrata.com.au

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Contracts Register**4796 The Mark & Provenance/Founders 2 Batman Street**

Page 2

3/28-30 Essington Street MITCHELL ACT 2911		Delegated Powers:	
		Basis of Remuneration:	
		Commencement Date:	01/03/2021
		Termination Date:	29/02/2024
		Terms:	3 years
		Options:	
		Copy of Agreement on File?	N
		Workers Comp No:	
Contractor Name and Address: Maritex Commercial Pty Ltd 19 Darambal Street ARANDA ACT 2614		Details of Duties:	Electrical Maintenance
		Delegated Powers:	
		Basis of Remuneration:	
		Commencement Date:	20/12/2020
		Termination Date:	19/12/2023
		Terms:	3 years
		Options:	
		Copy of Agreement on File?	N
		Workers Comp No:	
Contractor Name and Address: O'Neill & Brown Plumbing 13 Bedford St QUEANBEYAN NSW 2620		Details of Duties:	Hydraulic Maintenance
		Delegated Powers:	
		Basis of Remuneration:	
		Commencement Date:	20/12/2020
		Termination Date:	19/12/2023
		Terms:	3 years
		Options:	
		Copy of Agreement on File?	N
		Workers Comp No:	
Contractor Name and Address: VANTAGE STRATA PTY LTD Cnr Giles & Jardine Streets Kingston ACT 2604		Details of Duties:	Strata Management Agreement
		Delegated Powers:	
		Basis of Remuneration:	
		Commencement Date:	19/12/2019
		Termination Date:	18/12/2021
		Terms:	2 years
		Options:	
		Copy of Agreement on File?	N
		Workers Comp No:	
Contractor Name and Address: VANTAGE STRATA PTY LTD Cnr Giles & Jardine Streets Kingston ACT 2604		Details of Duties:	Building Management Agreement
		Delegated Powers:	
		Basis of Remuneration:	
		Commencement Date:	19/12/2019
		Termination Date:	18/12/2021
		Terms:	2 years
		Options:	
		Copy of Agreement on File?	N
		Workers Comp No:	

Vantage Strata Pty Ltd

90/43 Constitution Ave REID ACT 2612 ABN: 79602359482

Ph: 1800878728 Email: info@vantagestrata.com.au

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Page 1

OWNER LEDGER from 01/12/19 to 20/04/21
Contribution Schedule

U/Plan: 4796 **Units:** 364 **Lots:** 364
Building Address: 2 Batman Street
Suburb: BRADDON **State:** ACT **Post Code:** 2612
Building Name: The Mark & Provenance/Founders
GST?: Yes **ABN:** 48607342884
Manager: Sarah Bakker

Lot 183	Unit 904	Craig S McShane			
Date	Ref	Details	Debit	Credit	Balance
01/12/19		Opening Balance			\$0.00
19/12/19	183	Annual Levy Contribution From: 19/12/2019 To: 18/06/2020	\$1,329.91		\$1,329.91 DR
25/01/20	419	Receipt; MD: Credit Receipt		\$1,329.91	\$0.00
28/01/20	473	TRF: Annual Levy Contribution for 19/12/2019 to 18/06/2020 Levy Ref# 183		\$1,329.91	\$1,329.91 CR
28/01/20	527	Receipt; Transfer from credit	\$1,329.91		\$0.00
02/06/20	1089	Receipt; Annual Levy Contribution for 19/06/2020 to 18/12/2020 Levy Ref# 547		\$1,329.91	\$1,329.91 CR
19/06/20	547	Annual Levy Contribution From: 19/06/2020 To: 18/12/2020	\$1,329.91		\$0.00
09/02/21	1698	Receipt; Standard Levy Contribution Schedule for 19/12/2020 to 18/03/2021 Levy Ref# 1532		\$1,005.05	\$1,005.05 CR
11/02/21	1532	Standard Levy Contribution Schedule From: 19/12/2020 To: 18/03/2021	\$1,005.05		\$0.00
08/03/21	2099	Receipt; Standard Levy Contribution Schedule for 19/03/2021 to 18/06/2021 Levy Ref# 1533		\$1,005.05	\$1,005.05 CR
19/03/21	1533	Standard Levy Contribution Schedule From: 19/03/2021 To: 18/06/2021	\$1,005.05		\$0.00
		Closing Balance	\$5,999.83	\$5,999.83	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$5,999.83	\$5,999.83	\$0.00



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 07.10.20
Policy No.: 06S8039816
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 4th October 2020
To 4.00pm 4th October 2021

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured : Unit Plan 4796

Situation : 2 Batman Street, 45 Ainslie Avenue, 43, 47, and
59 Currong Street North
Braddon ACT 2612

Section 1 :	Building including common contents	\$ 108,070,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 16,210,500
	Catastrophe or Emergency (15%)	\$ 16,210,500
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 5,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured

Excesses :

Section 1	\$ 1,000	all claims + as per policy wording
Section 2	\$ 1,000	all claims
Section 3	\$ 1,000	all claims
Section 11	\$ 1,000	all claims



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Unit Plan 4796
(SUU NSW U8795 0169633/003)

On behalf of the Insurers: Insurance Australia Limited trading as
CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Construction/ Building Work Endorsement

This policy is issued on the condition that any loss arising from any construction &/or building works caused either directly or indirectly will be excluded under this policy.

In addition cover is subject to the works being performed by licensed contractors who must hold current public liability and construction insurance for the duration of the contract.

Cover excludes any unfixed items that are designed to be permanently fixed to a building which may be awaiting installation.

2. Machinery Breakdown

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

4 . Flood Cover

This policy is extended to include flood. The word "flood" is deleted from exclusion 1.e on page 19 and exclusion 1.e on page 21.



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Unit Plan 4796
(SUU NSW U8795 0169633/003)

All lifts must be parked at or above the 2nd floor above ground level
in the event of an eminent flood/water inundation event.

Insurance Valuation Report

For

"The Mark and Provenance"

2 Batman Street, Canberra

Scheme Number: UP4796



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 150990

9 November 2020

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Bentleigh VIC 3207

☎ 1300 309 201

☎ 1300 369 190

✉ info@qiagroup.com.au

🌐 www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

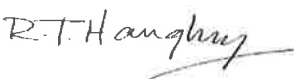
Queensland New South Wales Victoria South Australia Western Australia Northern Territory ACT Tasmania

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report	
We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at 2 Batman Street, Canberra.	
1.2 Property Address	
The property is situated at 2 Batman Street, Canberra.	
1.3 Description of Building	
The property is a 'mixed use' development comprising thirty 'shell only' commercial/retail lots at ground & first floor levels and three hundred and thirty three residential apartments above in four towers of up to twelve storeys. Vehicular accommodation is provided by allocated spaces in a secure garage area arranged over three basement levels. Access to the upper floors is by internal stairs & lobbies and a total of nine passenger lifts. In accordance with the plans provided the date of registration of the scheme is 2019.	
1.4 Client	
The Owners for "The Mark and Provenance".	
1.5 Reinstatement Cost Assessment Value	
Reinstatement Cost Assessment Value:	\$135,000,000 (Inc GST)
1.6 Inspector Details	
Inspector Number	101
 Signed for and on behalf of QIA Group Pty Ltd	

SECTION 2 – INSURANCE VALUATION REPORT

2.1 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 at a rate substantially in excess of 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

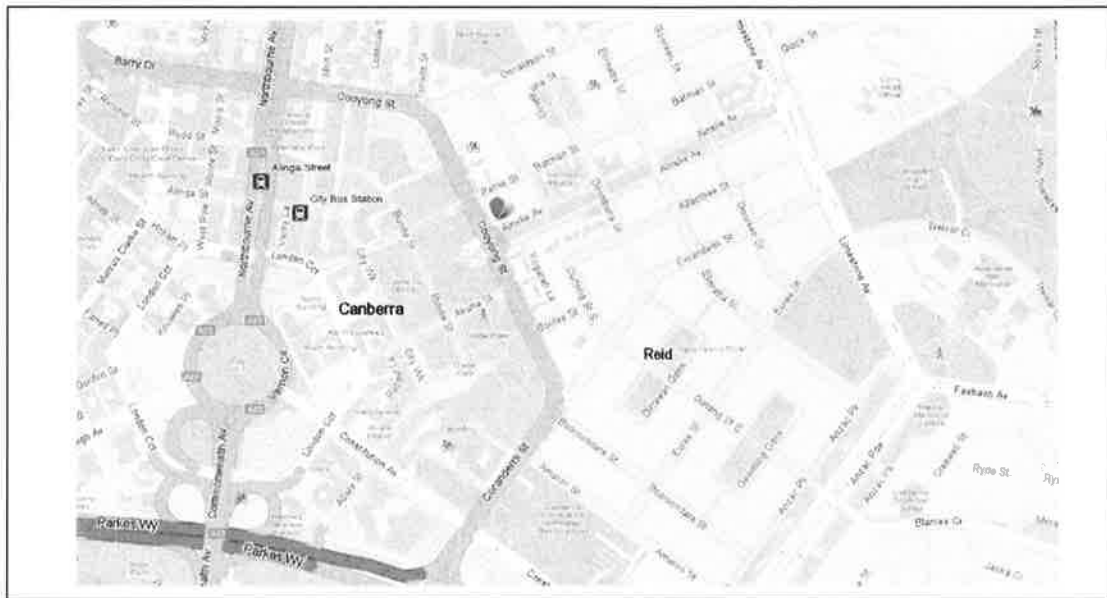
The calculated value of the building comprises of several elements including:

- 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 fitout;
- 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:	
\$116,000,000	
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months
Calculated at 3% per annum over the period	\$4,000,000
Progressive Subtotal:	
\$120,000,000	
Professional Fees:	\$7,000,000
Progressive Subtotal:	
\$127,000,000	
Demolition and Removal of Debris:	\$5,000,000
Progressive Subtotal:	
\$132,000,000	
Cost Escalation for Insurance Policy Lapse Period:	\$3,000,000
Progressive Subtotal:	
\$135,000,000	
Reinstatement Cost Assessment Value:	\$135,000,000
(Inc GST)	
2.7 Site Location Map	



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Pre-finished panels, glazing and metal sheeting.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete.

ROOFING: Waterproof membrane.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

The Mark and Provenance

**2 Batman Street, 45 Ainslie Avenue, 43 and
47 Currong Street (North), Canberra,**

ACT 2601

Scheme Number: 4796



COMPILED BY STEVE VILJOEN

**On 24 November 2020 for the
15 Years Commencing: 1 January 2021
QIA Job Reference Number: 150991**

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

PO Box 1280,
Beenleigh QLD 4207

1300 309 201
1300 369 190
info@qiagroup.com.au
www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 153

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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

2 Batman Street, 45 Ainslie Avenue, 43 and 47 Currong Street (North), Canberra, ACT 2601

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:	\$0.00
Number of Lot/Unit Entitlements:	100000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$2.11

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

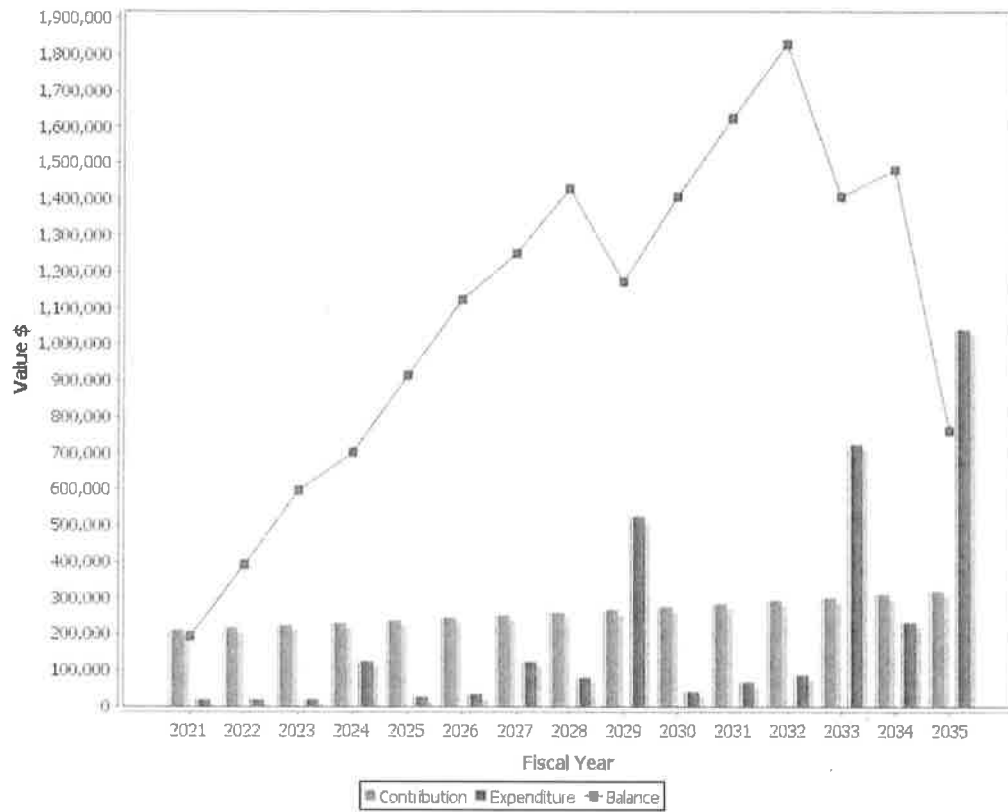
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/01/2021	\$0	\$211,087	\$2.11	\$18,200	\$192,887
2	01/01/2022	\$192,887	\$217,420	\$2.17	\$18,746	\$391,561
3	01/01/2023	\$391,561	\$223,942	\$2.24	\$19,308	\$596,194
4	01/01/2024	\$596,194	\$230,660	\$2.31	\$123,922	\$702,933
5	01/01/2025	\$702,933	\$237,580	\$2.38	\$27,562	\$912,952
6	01/01/2026	\$912,952	\$244,708	\$2.45	\$34,338	\$1,123,321
7	01/01/2027	\$1,123,321	\$252,049	\$2.52	\$123,085	\$1,252,285
8	01/01/2028	\$1,252,285	\$259,610	\$2.60	\$80,458	\$1,431,438
9	01/01/2029	\$1,431,438	\$267,399	\$2.67	\$525,386	\$1,173,450
10	01/01/2030	\$1,173,450	\$275,421	\$2.75	\$41,157	\$1,407,714
11	01/01/2031	\$1,407,714	\$283,683	\$2.84	\$66,789	\$1,624,608
12	01/01/2032	\$1,624,608	\$292,194	\$2.92	\$87,052	\$1,829,750
13	01/01/2033	\$1,829,750	\$300,960	\$3.01	\$724,284	\$1,406,426
14	01/01/2034	\$1,406,426	\$309,988	\$3.10	\$233,061	\$1,483,353
15	01/01/2035	\$1,483,353	\$319,288	\$3.19	\$1,042,108	\$760,534

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$18,200
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>	<u>\$18,200</u>
Includes GST amount of :	\$1,655
January 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$18,746
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>	<u>\$18,746</u>
Includes GST amount of :	\$1,704
January 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$19,308
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>	<u>\$19,308</u>
Includes GST amount of :	\$1,755
January 2024	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$6,908
- Capital Replacement - General	\$19,888
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$32,994
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$38,479

January 2024 continued	Expense Inc GST
PLANT & EQUIPMENT	
- Provision for ongoing replacement of exhaust/supply/jet fans	\$25,653
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>	<u>\$123,922</u>
Includes GST amount of :	\$11,266
January 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$20,484
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$3,698
TOILET	
- Repaint walls	\$1,785
- Repaint ceiling	\$1,594
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>	<u>\$27,562</u>
Includes GST amount of :	\$2,506
January 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$21,099
FURNITURE & FITTINGS	
- Provision for ongoing replacement of door closers	\$6,068
PLANT & EQUIPMENT	
- Provision for ongoing repair/maintain of ventilation ducting	\$7,171
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>	<u>\$34,338</u>
Includes GST amount of :	\$3,122

January 2027	Expense Inc GST
SUPERSTRUCTURE	
- Maintain screens/louvres/rails/frames	\$2,435
- Maintain balcony/patio floor tiles	\$58,049
- Capital Replacement - General	\$21,732
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain concrete driveway 3% of total	\$8,594
ENTRY FOYER	
- Maintain floor tiles 10% of total	\$2,131
TOILET	
- Provision to maintain tiling 10% of total	\$9,944
LOBBIES	
- Maintain floor tiles 10% of total	\$4,735
PLANT & EQUIPMENT	
- Replace town water pumps (partial accrual)	\$5,759
RECREATION AREA	
- Maintain floor tiles 10% of total	\$9,707
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>	<u>\$123,085</u>
Includes GST amount of :	\$11,190
January 2028	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$7,775
- Capital Replacement - General	\$22,384
BASEMENT	
- Replace main entry/exit garage door motors	\$7,511

January 2028 continued		Expense Inc GST
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain tiled pathways 3% of total		\$11,519
ENTRY FOYER		
- Provision to upgrade automatic doors (partial accrual)		\$13,377
FIRE PROTECTION SYSTEMS		
- Provision to replace pressure tanks		\$2,648
PLANT & EQUIPMENT		
- Replace sewer pumps		\$10,367
RECREATION AREA		
- Provision for outdoor furniture replacement		\$4,877
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>		<u>\$80,458</u>
Includes GST amount of :		\$7,314
January 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$23,055
BASEMENT		
- Repaint line marking		\$20,524
- Repaint previously painted basement surfaces		\$59,419
- Repaint door face		\$4,134
- Repaint bollards		\$6,459
ENTRY FOYER		
- Repaint walls		\$4,622
- Repaint ceiling		\$2,971
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting 50% of total		\$38,249

January 2029 continued	Expense Inc GST
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$44,608
- Provision to replace fire hydrant valve assemblies & seals	\$17,223
LOBBIES	
- Repaint walls	\$145,247
- Repaint ceiling	\$67,672
- Repaint door face	\$48,117
STAIRWELL	
- Repaint door face	\$13,348
PLANT & EQUIPMENT	
- Provision for ongoing replacement of exhaust/supply/jet fans	\$29,738
<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	
Includes GST amount of :	
	\$47,762
January 2030	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$23,747
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$4,287
- Provision for ongoing replacement of door closers	\$6,830
PLANT & EQUIPMENT	
- Replace town water pumps (partial accrual)	\$6,293
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	
Includes GST amount of :	
	\$3,742

January 2031	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$24,459
BASEMENT	
- Replace stormwater pumps	\$11,420
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers	\$24,363
- Replace jacking pumps	\$6,547
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>	<u>\$66,789</u>
Includes GST amount of :	\$6,072
January 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$8,751
- Capital Replacement - General	\$25,193
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain concrete driveway 3% of total	\$9,963
ENTRY FOYER	
- Provision to upgrade automatic doors (partial accrual)	\$15,056
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$11,998
PLANT & EQUIPMENT	
- Provision for ongoing repair/maintain of ventilation ducting	\$8,563
RECREATION AREA	
- Replace astro turf	\$7,528
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$87,052</u>
Includes GST amount of :	\$7,914

January 2033	Expense Inc GST
SUPERSTRUCTURE	
- Maintain balcony/patio floor tiles	\$69,313
- Capital Replacement - General	\$25,949
BASEMENT	
- Provision for CO monitor replacement	\$15,992
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain tiled pathways 3% of total	\$13,354
- Provision to upgrade intercom systems & associated equipment	\$12,018
- Provision to replace swipe readers	\$1,357
FURNITURE & FITTINGS	
- Provision to replace intercom handsets	\$155,820
- Provision to upgrade swipe readers	\$2,714
- Provision to upgrade intercom systems & associated equipment	\$14,700
FIRE PROTECTION SYSTEMS	
- Provision to upgrade Fire Panel & associated detection equipment	\$176,400
LOBBIES	
- Replace carpet	\$224,135
PLANT & EQUIPMENT	
- Replace town water pumps (partial accrual)	\$6,877
RECREATION AREA	
- Provision for outdoor furniture replacement	\$5,654
<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$724,284</u>
Includes GST amount of :	\$65,844

January 2034	Expense Inc GST
SUPERSTRUCTURE	
- Maintain screens/louvres/rails/frames	\$2,995
- Capital Replacement - General	\$26,727
ENTRY FOYER	
- Maintain floor tiles 10% of total	\$2,621
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$44,342
- Provision for ongoing replacement of door closers	\$7,687
TOILET	
- Provision to maintain tiling 10% of total	\$12,229
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$51,712
- Replace sprinkler pumps	\$9,900
LOBBIES	
- Maintain floor tiles 10% of total	\$5,823
ROOF	
- Replace solar panel inverters	\$22,612
PLANT & EQUIPMENT	
- Provision for ongoing replacement of exhaust/supply/jet fans	\$34,475
RECREATION AREA	
- Maintain floor tiles 10% of total	\$11,938
Total Forecast Expenditure for year - January 2034 (Inc GST):	\$233,061
Includes GST amount of :	\$21,187

January 2035	Expense Inc GST
SUPERSTRUCTURE	
- Repaint exterior building surfaces in 15 years	\$466,144
- Scaffold/access equip allowance	\$77,762
- Repaint door face	\$4,936
- Capital Replacement - General	\$27,529
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$4,970
TOILET	
- Repaint walls	\$2,399
- Repaint ceiling	\$2,142
ROOF	
- Replace planter box membrane	\$4,456
- Provision for membrane replacement in 20 years (partial accrual)	\$92,222
PLANT & EQUIPMENT	
- Refurbish lift interior in 24 years (partial accrual)	\$16,795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$342,753
<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$1,042,108</u>
Includes GST amount of :	\$94,737

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10															466144
- Scaffold/access equip allowance	\$45,375	2035	10															77762
- Repaint door face	\$2,880	2035	10															4936
- Maintain screens/louvers/rails/frames	\$1,800	2027	7							2435							2995	
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4				6908				7775				8751			
- Maintain balcony/patio floor tiles	\$42,908	2027	6							58049						69313		
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
BASEMENT																		
- Repaint line marking	\$14,300	2029	10									20524						
- Provision for CO monitor replacement	\$9,900	2033	14													15992		
- Repaint previously painted basement surfaces	\$41,400	2029	10									59419						
- Repaint door face	\$2,880	2029	10									4134						
- Replace main entry/exit garage door motors	\$5,390	2028	10								7511							
- Replace stormwater pumps	\$7,500	2031	12											11420				
- Repaint bollards	\$4,500	2029	10									6459						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain tiled pathways 3% of total	\$8,266	2028	5							11519						13354		
- Maintain concrete driveway 3% of total	\$6,352	2027	5							8594					9963			
- Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14													12018		
- Provision to replace swipe readers	\$840	2033	14													1357		
ENTRY FOYER																		
- Repaint walls	\$3,220	2029	10									4622						
- Repaint ceiling	\$2,070	2029	10									2971						
- Maintain floor tiles 10% of total	\$1,575	2027	7							2131							2621	
- Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4							13377					15056			
FURNITURE & FITTINGS																		
- Install/Replace sensors/exits/emergency lighting 50% of total	\$26,650	2024	5				32994					38249					44342	
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5					3698				4287						4970
- Provision to replace intercom handsets	\$96,460	2033	14													155820		
- Provision to upgrade swipe readers	\$1,680	2033	14													2714		
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14													14700		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
Provision for ongoing replacement of door closers	\$4,620	2026	4						6068				6830				7687	
TOILET																		
Repaint walls	\$1,400	2025	10					1785										2399
Provision to maintain tiling 10% of total	\$7,350	2027	7							9944							12229	
Repaint ceiling	\$1,250	2025	10					1594										2142
FIRE PROTECTION SYSTEMS																		
Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15										24363					
Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15													176400		
Provision to replace fire hose reels	\$7,650	2032	14												11998			
Provision to replace portable fire extinguishers	\$31,080	2024	5				38479					44608					51712	
Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10									17223						
Replace jacking pumps	\$4,300	2031	12											6547				
Replace sprinkler pumps	\$5,950	2034	15														9900	
Provision to replace pressure tanks	\$1,900	2028	10								2648							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LOBBIES																		
Repaint walls	\$101,200	2029	10									145247						
Repaint ceiling	\$47,150	2029	10									67672						
Replace carpet	\$138,750	2033	14													224135		
Repaint door face	\$33,525	2029	10									48117						
Maintain floor tiles 10% of total	\$3,500	2027	7							4735							5823	
ROOF																		
Replace planter box membrane	\$2,600	2035	16															4456
Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2															92222
Replace solar panel inverters	\$13,590	2034	15														22612	
STAIRWELL																		
Repaint door face	\$9,300	2029	10									13348						
PLANT & EQUIPMENT																		
Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2															16795
Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2															342753
Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5				25653					29738					34475	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PLANT & EQUIPMENT																		
- Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6						7171						8563			
- Replace town water pumps (partial accrual)	\$4,257	2027	3							5759			6293			6877		
- Replace sewer pumps	\$7,440	2028	10								10367							
RECREATION AREA																		
- Provision for outdoor furniture replacement	\$3,500	2028	3								4877					5654		
- Maintain floor tiles 10% of total	\$7,175	2027	7							9707							11938	
- Replace astro turf	\$4,800	2032	14												7528			
Total				18200	18746	19308	123922	27562	34338	123085	80458	525386	41157	66789	87052	724284	233061	1042108
Includes GST amount of				1655	1704	1755	11266	2506	3122	11190	7314	47762	3742	6072	7914	65844	21187	94797

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10	25063	50878	77467	104854	133063	162118	192044	222868	254617	287319	321001	355694	391428	428234	466144
- Scaffold/access equip allowance	\$45,375	2035	10	4181	8487	12923	17492	22197	27044	32037	37179	42475	47930	53549	59337	65298	71438	77762
- Repaint door face	\$2,880	2035	10	265	539	820	1110	1409	1717	2034	2360	2696	3042	3399	3766	4145	4535	4936
- Maintain screens/louvres/rafts/frames	\$1,800	2027	7	318	645	982	1329	1687	2056	2435	291	793	1208	1635	2075	2528	2995	481
- Replace external doors in 24 years	\$3,150	2044	25	205	415	632	856	1086	1323	1568	1819	2078	2345	2620	2903	3195	3496	3805
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4	1651	3352	5104	6908	8758	10613	12444	14281	16124	17973	19828	21689	23556	25429	27307
- Replace mod wood timber decking in 25 years	\$5,600	2044	25	364	738	1124	1522	1931	2353	2787	3234	3695	4170	4659	5162	5681	6215	6765
- Provision to replace single roller shutter doors to bin room in 25 years	\$9,750	2045	26	616	1250	1904	2577	3270	3984	4719	5477	6257	7061	7888	8741	9619	10523	11455
- Maintain balcony/patio floor tiles	\$42,908	2027	6	7576	15379	23416	31694	40221	49003	58049	67166	76533	86160	96047	106194	116611	127398	25974
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
BASEMENT																		
- Repaint line marking	\$14,300	2029	10	2020	4101	6244	8452	10726	13068	15480	17965	20524	2406	4884	7437	10066	12774	15563
- Provision for CO monitor replacement	\$9,900	2033	14	1024	2079	3165	4284	5436	6623	7846	9105	10403	11739	13115	14532	15992	1416	2874
- Repaint previously painted basement surfaces	\$41,400	2029	10	5849	11873	18078	24469	31052	37833	44817	52010	59419	6966	14140	21530	29142	36982	45057
- Replace double garage doors in 35 years	\$7,860	2055	36	402	817	1244	1683	2136	2603	3083	3578	4088	4613	5153	5710	6284	6875	7484

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
BASEMENT																		
Repaint door face	\$2,880	2029	10	407	826	1258	1702	2160	2632	3118	3619	4134	465	984	1498	2027	2573	3134
Provision to replace main entry/exlt garage doors in 30 years	\$16,500	2051	32	907	1842	2805	3797	4818	5820	6953	8070	9219	10403	11623	12879	14173	15505	16878
Replace main entry/exlt garage door motors	\$5,190	2028	10	845	1715	2611	3534	4484	5464	6472	7511	881	1787	2722	3684	4675	5695	6747
Replace stormwater pumps	\$7,500	2031	12	892	1810	2756	3730	4734	5768	6832	7929	9058	10222	11420	1147	2329	3546	4800
Repaint bollards	\$4,500	2029	10	636	1291	1965	2660	3375	4113	4872	5654	6459	757	1537	2340	3168	4020	4898
DRIVEWAYS, PATHWAYS & PARKING																		
Maintain tiled pathways 3% of total	\$8,266	2028	5	1295	2630	4004	5419	6877	8379	9926	11519	2515	5106	7775	10523	13354	2916	5919
Maintain concrete driveway 3% of total	\$6,352	2027	5	1122	2277	3467	4692	5955	7255	8594	1877	3809	5800	7851	9963	2175	4416	6724
Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14	770	1562	2378	3219	4085	4977	5896	6843	7818	8822	9856	10921	12018	1064	2160
Provision to replace swipe readers	\$840	2033	14	87	176	269	364	461	562	666	773	883	996	1113	1233	1357	120	244
ENTRY FOYER																		
Repaint walls	\$3,220	2029	10	455	924	1406	1903	2415	2943	3486	4046	4622	542	1100	1675	2267	2876	3505
Repaint ceiling	\$2,070	2029	10	292	594	904	1223	1553	1892	2241	2601	2971	348	707	1076	1457	1849	2252
Maintain floor tiles 10% of total	\$1,575	2027	7	278	565	860	1164	1477	1799	2131	342	694	1057	1431	1816	2213	2621	421
Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4	1504	3054	4650	6294	7987	9731	11527	13377	3599	7306	11124	15056			

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FENCING																		
- Replace roof top powder coated slat fencing in 35 years	\$24,375	2055	36	1248	2533	3857	5220	6625	8071	9561	11096	12677	14305	15982	17709	19488	21321	23208
- Replace rooftop powder coated baluster fencing in 35 years	\$16,900	2055	36	865	1756	2674	3619	4593	5596	6629	7693	8789	9918	11081	12278	13512	14782	16091
- Replace powder coated pedestrian gates in 30 years	\$3,870	2050	35	217	441	671	909	1153	1405	1664	1931	2206	2490	2781	3082	3392	3711	4039
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 35 years	\$72,735	2055	36	3724	7559	11509	15578	19769	24085	28531	33111	37828	42686	47690	52844	58153	63621	69253
- Install/Replace sensors/exits/emergency lighting 50%	\$26,650	2024	5	7886	16010	24376	32994	4204	14625	22268	30140	38249	46352	54555	62815	71142	79542	88012
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5	697	1414	2153	2914	3698	4507	5349	6224	7132	8073	9046	10051	11088	12157	13258
- Provision to replace intercom handsets	\$96,460	2033	14	9977	20253	30838	41740	52970	64536	76449	88720	101358	114376	127784	141595	155820	170467	185547
- Provision to upgrade swipe readers	\$1,680	2033	14	174	353	537	727	923	1124	1332	1545	1765	1992	2226	2466	2714	2970	3234
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14	941	1911	2909	3938	4997	6088	7212	8370	9562	10790	12055	13358	14700	16081	17501
- Provision for ongoing replacement of door closers	\$4,620	2026	4	938	1904	2900	3925	4980	6068	7183	8334	9516	10730	11975	13251	14558	15896	17264
TOILET																		
- Repaint walls	\$1,400	2025	10	336	683	1039	1407	1785	209	425	647	875	1111	1354	1603	1861	2126	2399
- Provision to maintain tiling 10% of total	\$7,350	2027	7	1298	2634	4011	5429	6890	8394	9944	1596	3240	4933	6677	8473	10323	12229	1963
- Repaint ceiling	\$1,250	2025	10	300	609	928	1256	1594	187	379	578	782	992	1209	1432	1662	1898	2142
- Provision to replace toilets in 20 years	\$9,120	2040	22	674	1369	2084	2821	3580	4361	5167	5996	6850	7730	8636	9569	10531	11521	12541

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TOILET																		
Provision to replace basins in 20 years	\$2,635	2040	22	195	395	602	815	1034	1260	1493	1732	1979	2233	2495	2765	3043	3329	3624
FIRE PROTECTION SYSTEMS																		
Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15	1902	3861	5880	7958	10099	12304	14576	16915	19325	21807	24363	2041	4143	6308	8538
Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15	11295	22928	34911	47253	59966	73059	86546	100437	114745	129482	144662	160296	176400	14776	29996
Provision to replace fire hose reels	\$7,650	2032	14	845	1716	2613	3537	4488	5468	6478	7518	8589	9692	10828	11998	1062	2156	3283
Provision to replace portable fire extinguishers	\$31,080	2024	5	9198	18671	28429	38479	8402	17056	25970	35151	44608	9740	19773	30106	40749	51712	11291
Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10	1695	3442	5240	7093	9001	10966	12990	15075	17223	2019	4099	6241	8447	10719	13060
Replace jacking pumps	\$4,300	2031	12	511	1038	1580	2139	2714	3306	3917	4546	5193	5860	6547	658	1335	2033	2752
Replace sprinkler pumps	\$5,950	2034	15	579	1176	1791	2424	3076	3748	4440	5152	5886	6642	7421	8223	9049	9900	829
Provision to replace pressure tanks	\$1,900	2028	10	298	605	920	1246	1581	1926	2282	2648	310	630	959	1298	1648	2008	2378
LOBBIES																		
Repaint walls	\$101,200	2029	10	14297	29023	44191	59814	75906	92480	109552	127136	145247	17027	34565	52630	71236	90400	110140
Repaint ceiling	\$47,150	2029	10	6661	13522	20589	27868	35365	43087	51041	59234	67672	7933	16104	24521	33189	42118	51315
Replace carpet	\$138,750	2033	14	14351	29133	44358	60040	76193	92830	109966	127616	145796	164521	183808	203674	224135	19842	40279
Repaint door face	\$33,525	2029	10	4736	9615	14640	19815	25146	30637	36292	42117	48117	5641	11451	17435	23599	29948	36487
Maintain floor tiles 10% of total	\$3,500	2027	7	618	1254	1910	2585	3281	3997	4735	760	1543	2349	3179	4035	4916	5823	935

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ROOF																		
Replace planter box membrane	\$2,600	2035	16 240	486	741	1002		1272	1550	1836	2130	2434	2747	3069	3400	3742	4094	4456
Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2 4958	10066	15326	20744		26325	32073	37994	44092	50374	56843	63507	70371	77440	84722	92222
Provision for solar panel replacement in 24 years	\$36,960	2044	25 2401	4873	7420	10043		12745	15528	18395	21347	24388	27520	30747	34070	37492	41018	44649
Replace solar panel inverters	\$13,590	2034	15 1323	2686	4090	5537		7026	8560	10140	11768	13445	15171	16950	18782	20669	22612	1894
STAIRWELL																		
Repaint door face	\$9,100	2029	10 1314	2667	4061	5497		6976	8499	10068	11684	13348	1565	3176	4836	6546	8307	10121
PLANT & EQUIPMENT																		
Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2 903	1833	2791	3778		4794	5841	6919	8030	9174	10352	11566	12816	14103	15429	16795
Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2 18429	37410	56961	77099		97840	119204	141209	163874	187219	211264	236030	261540	287815	314878	342753
Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5 6132	12447	18953	25653		5601	11371	17313	23434	29738	6494	13182	20071	27166	34475	
Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6 1109	2250	3427	4638		5886	7171	1324	2687	4092	5538	7028	8563	1581	3209	4885
Replace town water pumps (partial accrual)	\$4,257	2027	3 752	1526	2323	3144		3990	4862	5759	2036	4133	6293	2225	4517	6877		
Replace sewer pumps	\$7,440	2028	10 1166	2367	3603	4877		6190	7541	8933	10367	1215	2467	3756	5084	6452	7861	9312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
RECREATION AREA																		
Provision for outdoor furniture replacement	\$3,500	2028	5	548	1113	1695	2295	2912	3548	4202	4877	1065	2162	3292	4455	5654	1234	2506
Provision for BBQ replacement in 20 years	\$7,950	2040	22	588	1193	1817	2459	3121	3802	4504	5227	5971	6738	7528	8342	9180	10043	10932
Provision to replace pergola timbers in 20 years	\$7,150	2040	22	529	1073	1634	2212	2807	3420	4051	4701	5371	6060	6771	7503	8256	9033	9832
Maintain floor tiles 10% of total	\$7,175	2027	7	1267	2572	3916	5300	6726	8194	9707	1558	3163	4816	6518	8272	10078	11938	1916
Replace astro turf	\$4,800	2032	14	530	1077	1640	2219	2816	3431	4064	4717	5389	6081	6794	7528	8286	9066	9868
TOTAL ACCRUALS				197669	401266	610974	722937	933416	1143919	1273532	1456363	1204578	1440866	1659847	1866406	1440262	1507691	755658

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

REPORT INFORMATION

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

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

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

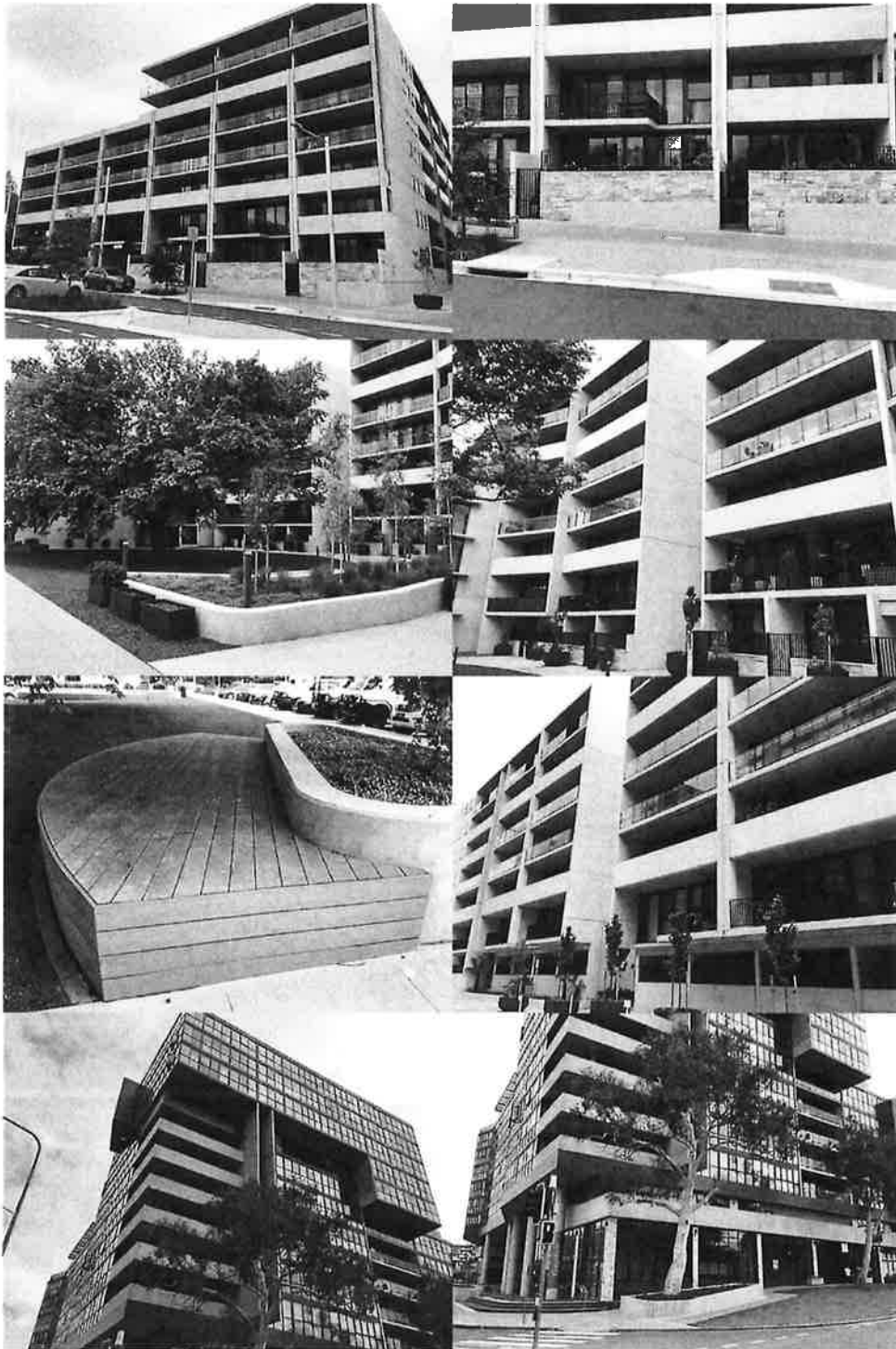
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

The report does not and cannot make comment upon defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

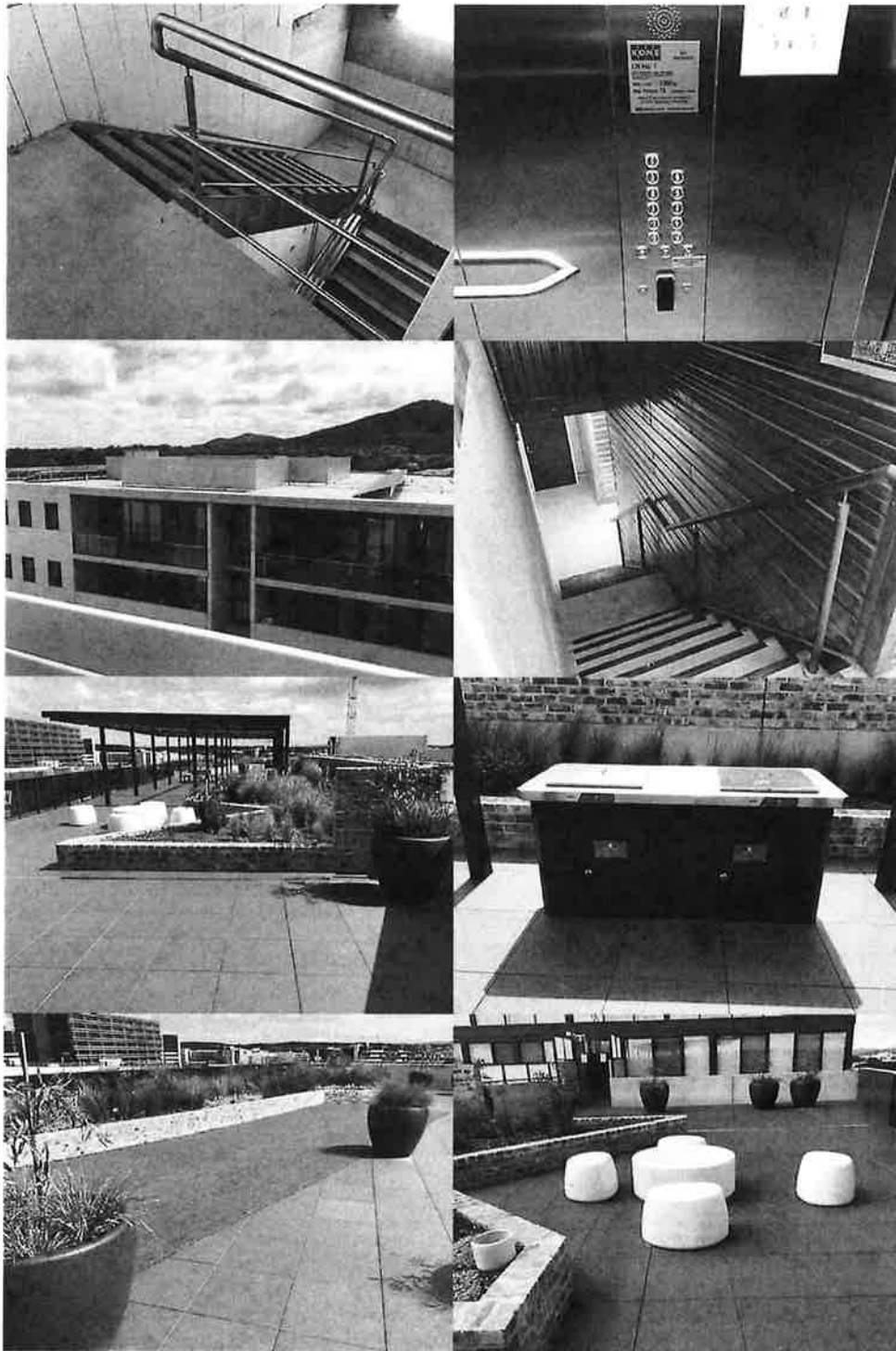
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

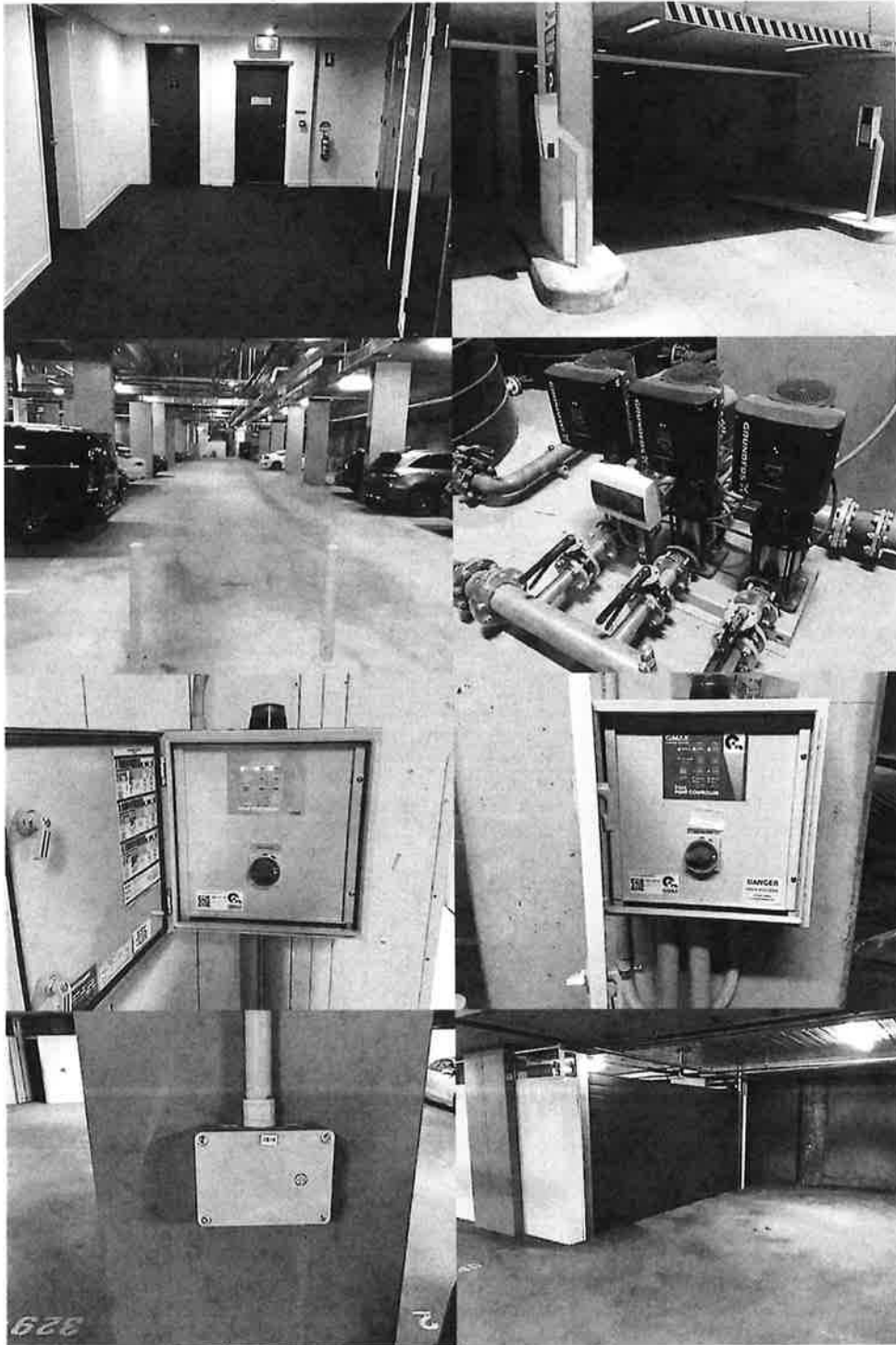
AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.











MINUTES OF THE INAUGURAL MEETING OF
THE OWNERS UNITS PLAN NO. 4796 'FOUNDERS LANE'
2 BATMAN STREET, 45 AINSLIE AVENUE AND 45 & 47 CURRONG STREETS
BRADDON, ACT, 2612

Venue: Vantage Strata
Unit 90 / 43 Constitution Avenue
REID ACT 2612

Date: 19 December 2019

Time: 5:00 p.m.

Present: Michael Prendergast (Altair No 1 Pty Ltd)
Chris Miller (Vantage Strata)

Chair: Michael Prendergast (Altair No 1 Pty Ltd) was elected chairperson for the meeting.

Quorum: As all units are owned by Altair No 1 Pty Ltd (the Developer) a quorum was declared and the meeting proceeded.

1. PURPOSE OF MEETING

The Developer informed the meeting that the development situated at 2 Batman Street, 45 Ainslie Avenue and 45 & 47 Currong Streets, Braddon, comprising of 364 Units was registered on 9 December 2019 at the Office of Regulatory Services as Units Plan No 4796. This meeting is necessary to put into effect certain requirements of the *Unit Titles (Management) Act 2011* ("**Act**").

2. INSURANCE VALUATION

The building sum insured has been arrived at on advice from the developer regarding the cost of construction and professional fees relating to the building. It is recommended that the Owners Corporation considers obtaining a professional valuation for insurance purposes and that the policy held by the corporation be adjusted according to the recommendations of the report.

MOTION 1

It was unanimously resolved that the Owners Corporation authorise Vantage Strata to obtain an Insurance valuation from an authorised provider after which the insurance cover amount is to be adjusted in line with the valuation received.

3. SERVICES OF MANAGING AGENT

MOTION 2

It was unanimously resolved in accordance with the relevant Section of the Act that:

- (a) Vantage Strata Pty Ltd t/as Vantage Strata ("**Agent**") be appointed as strata managing agent of Units Plan No. 4796 for a period of two years from the date of registration;
- (b) The Owners Corporation / Executive Committee delegates to the Agent all of its functions (other than those prohibited by the Act);
- (c) The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Agreement and the Act; and
- (d) Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement in the presence of the developer.

4. BANK ACCOUNT

MOTION 3

It was unanimously resolved that the Corporation open a bank account in the name of the Owners of Units Plan No 4796 with the Macquarie Bank to be operated by Vantage Strata Pty Ltd and that Vantage Strata is authorised to open and close accounts at its discretion in the future providing that the opening and closing of such accounts is necessary for them to manage the affairs of the Owners Corporation.

5. PLANS & CERTIFICATES

MOTION 4

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and the Certificate of Compliance, where applicable, will be lodged for safe keeping with the Land Titles Office by the developer until the members resolve otherwise.

6. RULES

MOTION 5

It was unanimously resolved that the default rules contained in the Act be adopted.

7. SECTION 119 & COMMON SEAL

MOTION 6

It was unanimously resolved that a Common Seal will be purchased. Approval was given to Vantage Strata to attach a digital Seal to Section 119 Certificates prepared for settlement of units sold by the developer and that the charge for preparing the certificate would be paid direct to Vantage Strata by the applicant.

8. COMMITTEE

It was noted that in accordance with the provisions of the Act until the first Annual General Meeting (AGM) the Committee will consist of all members of the Corporation.

9. BUDGET

MOTION 7

Administration Budget & Contributions

It was unanimously resolved that that contributions be determined to the Administrative Fund in accordance with Section 73 of the Act for the sum of \$833,798.60 including GST for the period 19 December 2019 to 18 December 2020 and that the contributions be paid in accordance with the respective unit entitlements with payment made in advance on 19 December 2019 and 19 June 2020.

10. ADDRESS

The mailing address for the Owners Corporation is registered as PO Box 206, Civic Square, ACT, 2608. It was noted that the management agent might change the mailing address from time to time providing that any change is registered with the Land Titles Office in accordance with the Act.

11. SPECIAL PRIVILEGE – DEVELOPER & AGENTS

MOTION 8

It was unanimously resolved that pursuant to the relevant section to the Act, the following special privileges would be granted:

- (a) the Developer, being the owner of any unsold units in the development, its agents and other authorised parties, is granted special privilege to erect temporary signage during business hours on the paved or landscaped common property for the purpose of selling any remaining units;
- (b) the Developer, its builders and any subcontractors, consultants and agents are granted special privilege for unrestricted access to the common property for the purpose of fulfilling any builders warranty obligations.
- (c) the commercial units, are granted special privilege to erect commercial signage on the common property in accordance with the approved Signage Plan and any council/legislative requirements. In addition, once appointed, the Executive Committee is authorised to update the Signage Plan.

12. COMMERCIAL FIT-OUT APPROVALS

MOTION 9

It was unanimously resolved that the Owners Corporation permits the commercial units to carry out any structural erection or alternation to their unit providing that;

- a) the erection or alteration is within the boundary of the unit or, if outside the boundary of the unit, is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the territory applicable in the circumstances.
- b) any works undertaken in accordance with this resolution shall be subject to compliance with the "Fit- Out Approval Guidelines" (as amended by the Executive Committee from time to time) in accordance with the document marked Annexure A. Any fit-out works cannot commence without prior written commencement approval by the Owners Corporation.

The strata manager is authorised to affix the common seal of the corporation to any development and building applications for commercial units that are made in accordance with this resolution.

13. A/C MAINTENANCE

MOTION 10

It was unanimously resolved that all owners are responsible for the repair and maintenance of the air-conditioning system that services their unit, notwithstanding that part of the plant may be located on the Common Property, including the roof, and that unit owners must ensure individual air-conditioning units are maintained on a regular basis in accordance with manufacturer's specifications, so as to minimise noise disturbance to other residents.

14. FLOW METERS TO RESIDENTIAL APARTMENTS

MOTION 11

It was unanimously resolved that the flow meters for each individual unit are for the exclusive use of the owners and their repair and maintenance falls under the responsibility of each individual owner of that unit.

15. SINKING FUND

MOTION 12

It was unanimously resolved that the Owners Corporation authorises the strata manager to obtain a professional Sinking Fund Plan from an appropriately qualified service provider for presentation at the next general meeting of the corporation.

16. FIRST ANNUAL GENERAL MEETING

It was noted that the inaugural general meeting served as the first AGM for the purposes of the act, however a general meeting of all owners would be held within 3 months of registration of the Units Plan.

17. DEFECTS REPORT

It was unanimously resolved that the Owners Corporation authorises the strata manager to obtain a professional Defects Report from an appropriately qualified service provider.

18. EMBEDDED NETWORK DEED

MOTION 13

It was unanimously resolved that the Owners Corporation enter into and execute the following deeds with OC Energy:

- a) an Embedded Network Deed for the establishment and operation of an embedded network at the property; and
- b) a Hot Water Services Deed for the provision and maintenance of hot water and associated services,

and it is accordingly resolved that the common seal of the Owners Corporation be affixed to both of the above deeds.

19. SOLAR DEED

MOTION 14

It was unanimously resolved that the Owners Corporation hold a further meeting during the Developer Control Period for the purposes of considering a solar agreement which is yet to be provided by OC Energy Pty Ltd as at the date of this meeting.

20. CLOSURE

There being no further business the meeting was closed at 5:30 p.m.



MINUTES OF THE FIRST MEETING OF
THE OWNERS UNITS PLAN NO. 4796 'THE MARK & PROVENANCE'
2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG
STREET NORTH, BRADDON, ACT 2612

Venue: Held eletronically via Zoom

Date: Monday, 6 July 2020

Time: 5.30pm

Present:

G03 L. Dawel
G14 M. Lyristarkis
G15 B. Lyristarkis
M. Prendergast on behalf of
324,239,402,1101,G02,G18,G20,102,103,104,105,106,107,109,110,111,112,113,114,115,1
16,118,119,120,121,122,205,210,216,219,222,309,315,407,409,415,
416,418,419,420,421,422,506,507,512,513,515,601,604,606,612,G02,G03,G04,G05,G06,1
01,102,103,104,10,106,107,108,109,110,111,112,113,

101 S. Cooper
117 F. Choudhury
204 J. Lim
218 V. Tark
218 R. Abraham
222 N. Carrin
301 K&B Haggstorm
318 T. Wong
319 H. Madden
321 E Edwards
322 W Vance & K Cambridge
405 E. Tse
406 X. He
413 R. Higgins
413 T. Paradiso
501 A. Langler
511 S Mickleburgh
515 P. Jones
516 K. Dunne
601 M. Chua
607 C. Cheung
619 V. Mahadevan



624 D. Mobilia
664 J. Olsen
718 T. Ruggeri
804 K. Rudzik
1004 L. Tankey
1001 A. Mackey & K. Owen

Apologies: N/A

Proxy Votes: V. P Krishnamurthy (Unit 422 to Chairperson)

Absentee Votes: N/A

In Attendance: Dennis Holmes, Onboarding Specialist (Vantage Strata)
Tiarna Stekovic (Vantage Strata)

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

Secretarial Note – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 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.

MEETING FORMALITIES

MOTION 1: It was **resolved** that the Owners Corporation appoint M. Prendergast as chairperson for the purpose of the First Annual General Meeting.

CARRIED

INSURANCE

MOTION 2: It was **resolved** that the Owners Corporation authorise the Executive Committee by special resolution, upon renewal of the existing insurance policy, to act on its behalf to:
a) obtain quotations,

VANTAGE STRATA

- b) give consideration to premium funding the policy if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.

CARRIED

BUDGET – SECOND YEAR INCREASE

Owners were reminded that the budget for the first year will generally be significantly discounted and an increase in the total budget (and by extension each owner's levy contribution) should be expected, commencing from the second year of the Owners Corporation.

Considering the aforementioned, the Owners Corporation may experience cash flow challenges closer to the end of the financial year. It was noted that obtaining a Sinking Fund Forecast Report for consideration at the next Annual General Meeting had been approved at the Inaugural Meeting

MOTION 3: It was **resolved** that the Owners Corporation resolve by special resolution to authorise the Manager to seek and secure funding of any outstanding bills if necessary, to ensure the successful continued functioning of the Corporation, until funds can be raised at a General Meeting of Owners.

CARRIED

EXECUTIVE COMMITTEE

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

MOTION 4a: It was **resolved** that the Owners Corporation elect more than 7 owners to form the Executive Committee.

- (Unit 902 Provenance) – A. Whiting
- (Unit G14 Commercial) – M. Lyrstakis
- (Unit G15 Commercial) – B. Lyrstakis
- (Unit 101 Provenance) – S. Cooper
- (Unit G03 Provenance) – L. Dawel
- (Unit 318 Provenance) – J. Wang
- (Unit 718 The Mark) – T. Ruggeri
- (Unit 604 Mark) – J. Olsen
- (Unit 624 Mark) – D. Mobilia
- (Unit 218 Provenance) – V. Mohammed
- (Unit 413 Mark) – G. Tempo
- (Unit 1001 Mark) – A. Mackey
- (Unit 301) K. Haggstorm

CARRIED



MOTION 4b: *It was **resolved** that the Owners Corporation appoint 3- 7 owners to form the Executive Committee.*

FAILED

ELECTRONIC MEETINGS

MOTION 5:

*It was **resolved** that the Owners Corporation, by Special Resolution to adopt the following rules in regard to electronic meetings and voting:*

Electronic Meetings

Attendance

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

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

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

(c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may

require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

Participation

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

- (i) participating in debate at the meeting; and
- (ii) voting on resolutions at the meeting.

Pre-Meeting Electronic Voting

(a) Decision-making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:

- (i) voting by means of email submission of ballot papers;
- (ii) voting by means of accessing a website and submitting an online ballot paper;
- (iii) voting by means of utilising an electronic application and submitting a ballot paper; and



(iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.

(b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:

- (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
- (ii) the resolution to be voted on (including any explanatory material);
- (iii) instructions for completing the ballot paper and indicating the voter's choice;
- (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
- (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

CARRIED

CONTRACTS / SERVICE AGREEMENTS

MOTION 6:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the second Annual General Meeting and appoint new contractors as needed, after following a competitive tender process.*

CARRIED

GENERAL BUSINESS

- **Certificate of currency has been updated to include the full address of the development.**
- **Chutes – was raised that protective flap is too heavy to allow easy passage of bags. Explained that this is installed to scope and residents need to ensure all waste**



clears this flap to prevent blockage. It is noted the mechanics of the flap is for fire safety purposes.

- **Parking – M. Prendergast explained that JWLand will be engaging Wilson's Security at their cost to monitor the area between The Mark and Provenance buildings in an effort to deter abuse of parking.**
- **Bicycle storage – a map taken from the Owners Manual has been uploaded to BuildingLink marked up to show the location from the lifts.**

CLOSURE

There being no further business the meeting was closed at 6:44pm.

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 4796

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 6/07/2020

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 X and attach details to the notice]

Date of decision	Full text of reduced quorum decision
06/07/2020	See attached Minutes

A4 Owners corporation declaration

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

2

06/07/2020

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

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UP4796 EC Meeting

Minutes

Subject: UP4796 EC Meeting

Date and Time: 17.30-19.50, Tuesday 21 July 2020

Venue: Zoom call

Attendees

Shelley Cooper (SC)	Kurt Haggstrom (KH)	Alessandra Whiting (AW)
Guillermo Tempo (GT)	Tony Ruggeri (TR)	Laura Dawel (LD)
Bill Lyrstakis (BL)	Michael Lyrstakis (ML)	
Tiarna Stekovic (TS) (Vantage)	Michael Pendergast (MP) (JWLand)	

JW Land Update:

JW Land was asked to provide an update at the start of the meeting. MP provided the following information:

- Cameras on basement ramp
 - Usually responsibility of EC, but will look into this
 - **Action taken:** update on status of cameras, and who monitors
- Founders Lane parking:
 - Confirmed Founders Lane is common property
 - Car spaces on Founders Lane was to be intended for childcare drop-off/pick-up
 - EC will need to consider the proposal from JWLand to have Wilson contracted for 12 months (JW Land to pay)
 - **Decision made:** agree JW Land to engage Wilson for first 12months to put signage up on Founders Lane and police parking.
 - **Decision made:** EC will schedule a progress check at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)
- Door opening hours:
 - Standard is that doors are open 9am – 5pm on weekdays where letterboxes are inside, in order to allow deliveries
- Group discussed the building defect report, and resolved to review the documents updated on BuildingLink today.

EC Meeting

Introductions

The group made introductions.

1. Previous Minutes and Matters Arising

- EC minutes were approved from the previous AGM.

2. Financial Update

- TS provided verbal update
- **Action** taken: TS will provide the contributions schedule and list of properties in arrears
- **Action** taken: TS will provide update on solar contract (deed) and electricity account (inc. breakdown for electricity generated by solar)

3. Role and Powers of EC

- TS spoke to documents provided regarding Code of Conduct and Expectations of EC
- Decision made: will meet monthly for the first 6 months (on Mondays), and then bi-monthly thereafter
- TS provided update: Legislative change in Nov will allow for split budgets for the two buildings, but will continue to operate as a single EC

4. House Rules and General Meeting

- TS proposed amendment to legislative Default Rules to allow EC to approve building alteration applications. This would need to be done in general meeting, but could be done by electronic vote, zoom meeting, or face-to-face meeting.
- SC questioned the expenditure powers of the EC – TS noted no restrictions at the moment re expenditure made in line with the budget.
- **Action** taken: TS to provide list of service contracts (inc. supplier, cost and contract terms)
- **Decision** made: EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.
- **Decision** made: accept proposal by Elevator Consultancy Service Pty Ltd for Defects Liability Period Inspection & Report for the elevators in the building.

5. Pet applications

- **Decision** made: pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas
- TS noted that legislative change removes requirement for pet approvals in Nov.
- **Action** taken: TS to send email to residents reminding them that pet applications need to be completed, as well as expectations of pets in common areas.

6. Building Amendment Applications

- Applications deferred to General Meeting, as EC doesn't currently have power to approve
- It was noted that a number of alterations have been done already and that walls and balcony slabs of units are common property.
 - **Action** taken: SC, KH, BL, GT and LD and TR to meet (including with Building Manager if possible) to conduct review at 4.45pm on Thursday 23 July, meeting on grass area at Provenance.

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- Action: SC and/or KH to ask Chase (Aaron) re structural viability of attaching awnings to concrete slabs
- **Decision** made: group to report back at next EC meeting to agree path forward re both existing alterations and applications
- **Decision** made: EC, in consultation with Strata, will develop a set of rules for these going forward.

7. Recycling/Waste Management issues

- It was raised that signage be installed for recycling cupboards in all buildings.
- Action taken: The Strata Manager will arrange recycling signage for both buildings.

8. Security issues

- Several security issues were raised and discussed with the group
- **Action** taken: The Strata Manager is to share security camera proposal for discussion next meeting
- **Action** taken: add to agenda of next meeting

9. Parcels issues

- **Action** taken: Communications to be sent out to all residents to advise that the EC is exploring security issues raised and if you are having issues with parcels, to make use of parcel lockers and post offices nearby

10. Parking issues

- Agenda item moved to next meeting, to be discussed with Wilson proposal from JW Land

11. Defect Report

- Agenda item moved to next meeting, to be discussed with JW Land

Any other business

- Issues around lockboxes were raised and storing these on common property the Strata Manager advised implications of these. The decision was made to not allow them on the basis that it is a security risk
- It was proposed to add an agenda item next meeting about short-term accommodation in the building
- It was raised that Valuation Report and Sinking Fund quotes be added to next general meeting
- Concerns were raised around security and parcel theft with the timer foyer doors in the Mark and the need for this to be addressed, this is to be discussed at the next EC meeting. It was also noted that the Provenance does not have this issue as the mailboxes for the Provenance are located outside the building.

Meeting Closed 7.50pm

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Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Monday 10 August 2020, 17.30-19.00

Venue: Zoom Call

Attendees		
Shelley Cooper (SC)	Daniel Mobilia (DM)	Kurt Haggstrom (KH)
Alessandra Whiting (AW)	Laura Dawel (LD)	Tony Ruggeri (TR)
Guillermo Tempo (GT)	Bill Lyrstakis (BL)	Michael Lyrstakis (ML)
Andrew Mackey (AM)	Vana Tark (VT)	Julian Olsen (JO)
Tiarna Stekovic (TS)		
Apologies		
Joey Wong (JW)		

Actions

Action	Description	Owner	Status
10 August 2020			
Financial Matters	Look into why debt currently held by JWLand is unpaid; process required for it to be paid.	TS	New
	Qn re why interest is not appearing against lots in arrears	TS	New
House Rules	Consider draft House Rules and advise priority areas for discussion at next meeting	EC	New
	Letters to all owners or owners who have already done Erections and Alterations on their lot that approval needs to have been sought prior to undertaking the work. To be considered at next meeting.	EC	New
	Ensure House Rules deal with range of pet issues arising to reinforce obligations of owners and their responsibility for damage/costs in relation to their pets and common property	EC	New
	Ensure House Rules deal with garbage etc on balconies		New
Default Rules	Consider proposed change to Default rules re EC to approve Erections and Alterations (clause 4) for consideration by General meeting – Advise TS and rest of EC ASAP.	EC	New
Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	New
	Following JWLand's response, EC to vote on the Suresafe quote by electronic vote.	TS	
Defect Report	Confirm when work on Defect Report commenced	TS	New

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	Review and identify additional defects to add to the Defect Report	EC	New
	Review Defect Report to identify items that could not be properly reviewed as work was not complete/too much mess etc	TR; KH	New
	Meet with Aaron to review the rectification of defects on Friday	KH	New
	Provide status report on Defects Report for each meeting	JWLand	New
Valuation and sinking fund quotes	Second quotes for both to be obtained and provided to EC	TS	New
21 July 2020			
Security Issues	Update on status of cameras; who monitors	JWLand	Open
	The Strata Manager is to share security camera proposal for discussion next meeting	TS	COMPLETE
	10/08/20 - <i>informal quote forwarded to EC</i>		
	Communications to be sent out to all residents to advise that the EC is exploring security issues raised and if you are having issues with parcels, to make use of parcel lockers and post offices nearby	TS	COMPLETE
Parking	Update on proposal for Wilson to monitor parking in Founders Lane by long stay parkers	JWLand	Open
Financial Matters	Provide the contributions schedule and list of properties in arrears	TS	COMPLETE
Service Contracts	Provide update on solar contract (deed) and electricity account (inc. breakdown for electricity generated by solar)	TS	In Progress – waiting on answers
	Provide list of service contracts (inc. supplier, cost and contract terms)	TS	In progress – TS compiling
Pets	Send email to residents about pet applications and expectations of pets in common areas.	TS	COMPLETE
Unapproved alterations	Conduct review at 4.45pm on Thursday 23 July, meeting on grass area at Provenance.	SC, KH, BL, GT, LD, TR, ML	COMPLETE
Recycling issues	Arrange recycling signage for both buildings.	TS	In progress – with Kevin to install

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Key issues raised

- Attention needed on properties in arrears
- Require progress update on Defect Report
- House Rules and Default Rules will need to be considered and put to General Meeting to give required powers to EC.

Key decisions made

- At this meeting, decisions were made to:
 - o Approve pet applications raised at this meeting; and to
 - o Request that JWLand pay half of the Suresafe quote to certify the roofing anchors

Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.40 PM.
- b. Apology was recorded from JK

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC
- b. EC moved through matters arising with TS

3. Financial Update

- a. TS directed EC to the email sent through to SC
- b. SC noted that 7% of budget is currently in arrears (\$51k). TS advised that, if agreed by EC, that the Default Rules can be amended by General Meeting to increase interest from 10% to 20% and remind Owners of their responsibility to pay their debts on time.
- c. DM questioned process and TS advised that Vantage issues two letters and late fee before the debt is transferred to debt collector (about 6 weeks total)
- d. Action taken by TS to look into why the debt currently held by JWLand is unpaid and the process required for it to be paid, and why interest is not shown in the lot reports for those in arrears.

4. House Rules

- a. Draft rules – provided with agenda to be considered by EC by next meeting
- b. Action - agreed members of EC to put forward suggested priority areas for house rules – new rules and amendments to default rules - for discussion at next meeting.
- c. Action – next meeting to consider action to be taken in regard to Erections and Alterations to lots without approval by the OC eg letters to all owners or owners who have already done Erections and Alterations on their lot that approval needs to have been sought prior to undertaking the work. To be considered at next meeting.

5. Default Rules and General Meeting

- a. TS directed EC to the suggested change to the Default Rules sent with the agenda to grant powers to the EC re approvals re Erections and Alterations (clause 4).
- b. EC members to advise TS and rest of EC ASAP of view re proposed change. If majority agreement a General Meeting can be called to vote on it.

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6. Pet applications

- a. Both applications approved by EC, subject to photographs of pets being provided
- b. Cat on Level 5, Provenance – investigating complaint of cat peeing on common property (hallway)
- c. Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.
- d. Action – ensure House Rules deal with range of pet issues arising to reinforce obligations of owners and their responsibility for damage/costs in relation to their pets and common property.

7. Security Issues

- a. As per updates against action items.
- b. EC advised that no further issues have been identified since the last meeting

8. Any other business

- a. Roofing anchors annual recertification – given JWLand held units for half the year to 19 Dec, KH and SC proposed that the EC should request that JWLand should pay half of the Suresafe quote. Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote.
- b. Building defects – action taken by TS to confirm when the defect report was developed; EC to review and identify additional defects to add to the Defect Report; TR and KH to review Defect Report to identify items that could not be properly reviewed as work was not complete/too much mess etc; KH to meet with Aaron to review the rectifications of defects on Friday; EC requesting a status report on defects report for each meeting (JWLand)
- c. Valuation/Sinking Fund Quotes – TS is following up the outstanding quotes
- d. Appearance of balconies – EC will need to account for this in the updated House Rules (esp. rubbish and trolleys on balconies)

Meeting closed at 18.54 PM

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Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Thurs10 Sept 2020, 17.30-19.00

Venue: Zoom Call

Attendees

Shelley Cooper (SC)	Daniel Mobilia (DM)	Kurt Haggstrom (KH)
Alessandra Whiting (AW)	Laura Dawel (LD)	Tony Ruggeri (TR)
Andrew Mackey (AM)	Bill Lyrstakis (BL)	Michael Lyrstakis (ML)
Tiarna Stekovic (TS)	Vana Tark (VT)	Julian Olsen (JO)

Apologies

No apologies recorded.

New and outstanding actions

Action	Description	Owner	Status
10 September 2020			
Solar Panels	Set up meeting between EC and JWLand to understand situation around the solar panels	TS	New
Lift Maintenance	Ask Elevator Consultancy Services to hold the price quote until January to be approved in the next budget	TS	New
Unit Entitlements	Find the Valuer's Report to share with EC	TS	New
Indoor Plant Hire	Review the Indoor Plant Hire contract	BL	New
Fire Maintenance	Provide updated quote for 3 years of fire maintenance from O'Neil & Brown	TS	New
Alterations applications	Develop set of criteria to assist in decision-making	LD	New
Owners Corporation (OC) Rules	Organise General Meeting to approve changes to the default OC Rules to allow the EC to approve erections/alternations applications and insert rule re pets	TS	New
Pet application issue	Send formal letter on behalf of EC to unit in question to notify that the application will be refused if the conditions they agreed to on the application form are not being met/cleaning bill is unpaid	SC (as EC Chair)	New
Defects	Review work by JW Land on recently identified defects and Defects report when it comes back from consultant	EC	New
Founders Lane parking	Review of Wilson's action re signage and monitoring Oct and Jan		New

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Basement traffic safety	Add One Way and No Entry signs for first traffic lane on B1 to right of ramp 1 between street level and B1 to the quotes being sought for improved traffic signage for basement	TS	New
	Obtain two quotes to clean basement	TS	New
Fire doors	Provide reason for the fire doors not to be locked from the stairwell in The Mark	TS	New
	Seek advice from O'Neill & Brown on the Mark's fire door issue	BL/TS	New
Fit-out Construction Approval	Request the Builder's Insurance details required for Part C and the Insurance Certificate	TS	New
Planter Boxes	Request update from Building Manager on water-logged planter boxes on Cooyong St	TS	New
10 August 2020			
Financial Matters	Look into why debt currently held by JWLand is unpaid; process required for it to be paid.	TS	10/09 – amount was paid to wrong strata company; being rectified now
	Qn re why interest is not appearing against lots in arrears	TS	10/09- system being updated to rectify this
OC Rules	Consider draft Rules and advise priority areas for discussion at next meeting	EC	10/09 – discuss at Oct meeting and also Rules v guidelines
	Letters to all owners or owners who have already done Erections and Alterations on their lot that approval needs to have been sought prior to undertaking the work. To be considered at next meeting.	EC	10/09 – awaiting General Meeting re changes to OC Rules
	Ensure Rules deal with range of pet issues arising to reinforce obligations of owners and their responsibility for damage/costs in relation to their pets and common property	EC	10/09 – CLOSED EC agreed approach to seek amendment of OC Rules with new rule re pets
	Ensure Rules deal with garbage etc on balconies	EC	10/09 – CLOSED To be discussed in general discussion re Rules.
OC Default Rules	Consider proposed change to Default rules re EC to approve Erections and Alterations (clause 4) for consideration by General meeting – Advise TS and rest of EC ASAP.	EC	10/09 – CLOSED EC agreed to seek amendment of OC Rules

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Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	10/09 – JWLand looking at paying at all of it; will advise next week
	Following JWLand's response, EC to vote on the Suresafe quote by electronic vote.	TS	10/09 – on hold until above is resolved
Defect Report	Confirm when work on Defect Report commenced	TS	10/09 – CLOSED TS confirmed work commenced November
	Review and identify additional defects to add to the Defect Report	EC	10/09 – CLOSED Report provided to JWLand 27/8/20. JWLand agreed by email to do most things identified 2/9/20
	Review Defect Report to identify items that could not be properly reviewed as work was not complete/too much mess etc	TR; KH	10/09 – CLOSED Report on work done to be reviewed when received
	Meet with Aaron to review the rectification of defects on Friday	KH&SC	10/09 – CLOSED Meeting held 14/8/20
	Provide status report on Defects Report for each meeting	JWLand	10/9 – CLOSED Refer new action from 10/9
Valuation and sinking fund quotes	Second quotes for both to be obtained and provided to EC	TS	10/09 – CLOSED EC agreed to go with QIA quote for both items
21 July 2020			
Security Issues	Update on status of cameras; who monitors	JWLand	10/09 – JWLand have declined to assist with monitoring of the 2 installed cameras
		TS	TS to seek quotes for our own cameras/solutions TS to see if it is possible to view JWLand's cameras
Parking	Update on proposal for Wilson to monitor parking in Founders Lane by long stay parkers	JWLand	10/09 – CLOSED

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Service Contracts	Provide update on solar contract (deed and electricity account (inc. breakdown for electricity generated by solar)	TS	10/09 – still waiting for Origin and Skycell to execute contract
	Provide list of service contracts (inc. supplier, cost and contract terms)	TS	Action: TS to set up meeting between EC and JWLand to understand situation 10/09 – CLOSED List emailed to EC ...
Recycling issues	Arrange recycling signage for both buildings.	TS	10/09- CLOSED signage is up and letter has gone out

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Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.35 PM.
- b. No apologies were recorded

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC
- b. EC moved through matters arising with TS

3. Financial Update

- a. It was noted that arrears had reduced significantly compared to previous 2 months
- b. ECS recommended proposal for lift maintenance by Kone following end of DLP considered – options for contract or continue on month-to-month until next budget at AGM. It was noted that the Budget significantly under-budgeted for lift maintenance.

Decision: continue lift maintenance month-to-month until the next budget

Action: TS to ask Elevator Consultancy Services to hold the price quote until January to be approved in the next budget

- c. Fire Maintenance – 2 quotes were considered. Information suggested that the current supplier ONBF) was slightly cheaper over a 5 year period

Decision: EC agreed to contract with O'Neil & Brown for three years for fire maintenance

Action: TS to provide updated quote for three years

- d. 2 quotes for both the Valuation and Sinking fund reports were discussed – QIA was decided on as it was considered to provide good reports, provided a discount to do 2 reports and was the price competitive.

- e. The level of levies for parking spaces not attached to units was discussed

Action: TS to find the Valuer's Report to share with EC

- f. The cost of Indoor Plant Hire was noted

Action: BL will review the Indoor Plant Hire contract

- g. It was noted that there was a waste bill for December that should have been paid by JWLand - TS advised that it has sent on to JWLand

4. House Rules

- a. **Action:** EC to continue to consider possible issues to be covered in Owners Corporation Rules or in guidelines by October meeting

5. Default Rules and General Meeting

- a. Proposals to amend the OC (default) Rules re EC making decisions on alterations applications and adding a Rule re conditions for pet owners were discussed.

Decision: agreed – 19.3 from a set of draft rules from VS to be utilised for the pet rule.

Action: TS to organise General Meeting to approve amendments to the OC Rules

- b. A proposal for a specific OC Rule re awnings was discussed. Issues raised included if it was appropriate to go in the OC Rules or alternately into guidelines to support transparent decision-making, possible wording to reference eg 'streetscape', 'façade' and 'aesthetics', and implications for The Mark.

Decision/Action: EC to develop set of criteria as guidelines to assist in decision-making (LD to lead)

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6. Pet applications

- a. No pet applications were received.
- b. TS advised that Cleaning Fee is still outstanding for the unit on Level 5. If it remains unpaid, there will be a late fee charged. If it still remains unpaid, then it will be transferred to a debt collector.
Action: SC to send formal letter on behalf of EC to unit in question to notify that the application will be refused if the conditions are not being met and cleaning bill not paid.

7. Defects

- a. Covered in updates on matters arising from previous meetings.

8. Height Safety update

- a. Covered in updates on matters arising from previous meetings.

9. Any other business

- a. SC advised of meeting with Building manager and a contractor about signage to improve basement traffic safety. TS advised that one quote for signage has been received and waiting on one other.
Decision: EC agreed to create a one-way route on one of the laneways on B1
Action: TS to add One Way and No Entry signs to quotes for signage
- b. Issues were raised about the cleanliness of the Basement and need for it to be cleaned. It was unclear that this had been done when the complex was handed over from JWLand to the Owners Corporation.
Action: TS to obtain two quotes to clean basement and discuss with JWLand
- c. TS raised a reported attempted break-in to a storage container in B3; owners of unit are seeking to claim under the building insurance
Decision: EC agreed to instead get the Building Manager to attempt to repair the damage in the first instance
- d. TS raised that AFP have requested two swipe cards to the building to access Level 6 that is causing issues.
Decision: EC agreed to allow this
- e. Application for BBQ for up to 50 people
Decision: Based on the liability and security issues, as well as the potential impact to residents on Level 8, EC declined this request.
- f. Locks on fire door:
Action: TS to provide reason for the fire doors not to have locks from the stairwell in The Mark
Action: BL to seek informal advice from O'Neill & Brown
- g. Cleaners have raised that external cleaning is difficult because of the dust from Geocon. Cleaners have requested that we install a tap in the courtyard
Decision: EC agreed, on the basis that it is a tap with a removable top
- h. Fit-out construction approval for G09:
Action: TS to request the Builder's Insurance details and the Insurance Certificate
- i. Water-logged planter boxes:
Action: TS to request update from Building Manager

Meeting closed at 20.17 PM

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Decisions Register

#	Decision	Category
MEETING 21 July 2020		
D1	JW Land to engage Wilson for first 12 months to put signage up on Founders Lane and police parking.	Parking
D2	EC will schedule a progress check on parking in laneway at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)	Parking
D3	EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.	Service Contracts
D4	Accept proposal by Elevator Consultancy Service Pty Ltd for Developer Liability Period (DLP) Inspection & Report for the elevators in the building.	Service Contracts
D5	Pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas	Pets
D6	Group to report back at next EC meeting to agree path forward re both existing alterations and applications	Building Alterations
D7	EC, in consultation with Strata, will develop a set of rules for these going forward.	OC Rules
D8	Decision was made to not allow lock boxes on common property on the basis that it is a security risk, and remove the ones currently identified	Common Property
MEETING 10 AUG 2020		
D9	Both applications approved by EC, subject to photographs of pets being provided	Pets
D10	Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.	Pets
D11	Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote	Service Contracts
D12	EC will need to account for appearance of balconies in the updated OC Rules (esp. rubbish and trolleys on balconies)	OC Rules
MEETING 10 SEPTEMBER 2020		
D13	EC agreed to continue lift maintenance month-to-month until the next budget is set at the AGM	Service Contracts
D14	EC agreed to contract with O'Neil & Brown for three years for fire maintenance	Service Contracts
D15	EC agreed to put a motion to a General Meeting to amend the OC (default) Rules to allow the EC to approve applications for Erections and Additions (Rule 4) and to add a pet Rule (wording as per 19.3 in a draft rules document)	OC Rules
D16	EC agreed to develop guidelines to assist decision making on approving applications for Erections and Additions	Guidelines

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D17	EC agreed to make the first traffic lane on B1 to right of ramp between street level and B1 one way, and add signage for this to quotes for improved basement traffic signage	Basement traffic safety
D18	EC agreed in the first instance that the Building Manager attempt to repair the damage to the storage unit lock from an attempted break-in	Repairs
D19	EC agreed to allow the AFP to have two swipe cards to the Provenance	Management
D20	EC agreed to decline a request for a party of around 50 on the rooftop garden	Management
D21	EC agreed to an additional tap with a removable top in the courtyard for cleaners	Cleaning/maintenance

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 4796

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 7/10/2020

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 X and attach details to the notice]

Date of decision	Full text of reduced quorum decision
7/10/2020	See attached Minutes

A4 Owners corporation declaration

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

2

7/10/2020

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

Minutes of General Meeting – UP4796 ‘The Mark and Provenance’

Venue: Held virtually via Zoom

Date: Wednesday 7 October, 2020

Time: 17.30 – 18.04

Present

- Warwick Michael Vance & Kerry Joy Cambridge – Unit 322
- Debbie Allan – Unit 708
- Nicolas Carrin – Unit 222
- Kurt & Barbara Haggstorm – Unit 301
- Anthony Paul Ruggeri – Unit 718
- Vana T Mohammed – Unit 218
- The Whiting Family Co ATF The Whiting Property Trust – Unit 902
- Bernice T Go Chu – Unit 525
- Katarzyna Rudzick- Unit 804
- Lalit Buhagiar-Sharma- Unit 319
- Julian Olsen – Unit 604

Apologies

- Shelley Cooper – Unit 101
- Laura Dawell – Unit G03
- Elizabeth Critchley – Unit 407

CHAIRPERSON, PROXIES AND APOLOGIES

Chair: J. Olsen (Unit 604)

Proxy Votes: S. Cooper (Unit 101 to J. Olsen) and E. Critchley (Unit 407 to J. Critchley-Evans (absent))

Absentee Votes: L. Dawell – Unit G03

In Attendance: Tiarna Stekovic (Vantage Strata)

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

Secretarial Note – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 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.

ADOPTION OF MINUTES

MOTION 1: It was **resolved that** the minutes of the First Meeting of the Owners Corporation held on 6 July 2020 be confirmed.

AMENDMENT OF THE OWNERS CORPORATION (DEFAULT) RULES

MOTION 2: It was **resolved that** the Owners Corporation agrees by Special Resolution, to amend Rule 4 of the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles Management Act 2011, as follows:

4 Erections and alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - a) in accordance with the express permission of Executive Committee; and
 - b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

MOTION 3: It was **resolved that** the Owners Corporation agrees by Special Resolution, to add a new Rule 12 to the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles (Management) Act 2011, as follows:

12 Animals

A unit owner/occupier who has a pet animal must:

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).

OTHER BUSINESS

- W. Vance & K. Cambridge (Unit 322) noted appreciation for the minutes of the Executive Committee continuing to be uploaded.
- D. Allan (Unit 708) raised that there were noise issues in the apartments below the rooftop from people exercising above. J. Olsen requested that Vantage Strata be contacted if the issue persists. The Executive Committee and Vantage Strata are also working to implement a booking system for the rooftop on Building Link, which should help address this issue.

CLOSURE

There being no further business the meeting was closed at 18.04 PM.

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Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Mon 12 Oct 2020, 17.35-19.05 PM

Venue: Zoom Call

Attendees

Shelley Cooper (SC)	Tony Ruggeri (TR)	Kurt Haggstrom (KH)
Alessandra Whiting (AW)	Laura Dawel (LD)	Vana Tark (VT)
Andrew Mackey (AM)	Bill Lyrstakis (BL)	Julian Olsen (JO)
Tiarna Stekovic (TS)		

Apologies

Michael Lyrstakis (ML)

New and outstanding actions

Action	Description	Owner	Status
Solar Power	Share contract the building's contract with Origin	TS	New
	Look into how the solar agreement works at Campbell5	TS	New
Artificial Plants	Share details of suppliers for artificial plants to replace indoor plants in foyer	BL	New
Pet registrations	Send out communications to residents about the rule change from the General Meeting with the reminder re need to register pet	TS	New
Alterations to Provenance ground floor gates	Socialise the list of metal vendors with the EC	TS	New
	Engage someone to consult vendor to advise on solution (EC request regular updates by email).	TS	New
Bin Tug	Investigate warranty on the vehicle and what the standard servicing charges are	KH	New
Roller doors (bin area)	Discuss the issue of roller doors to the bin enclosure being left open over the weekend with Building Manager	TR	New
10 September 2020			
Solar Panels	Set up meeting between EC and JWLand to understand situation around the solar panels	TS	Closed – meeting held
Lift Maintenance	Ask Elevator Consultancy Services to hold the price quote until January to be approved in the next budget	TS	Closed – quote held
Unit Entitlements	Find the Valuer's Report to share with EC	TS	12/10 – TS emailed; EC to review
Indoor Plant Hire	Review the Indoor Plant Hire contract	BL	12/10 – Closed Decision made to give 30 days' notice to terminate Indoor Plant Hire contract

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Fire Maintenance	Provide updated quote for 3 years of fire maintenance from O'Neil & Brown	TS	Closed EC decided contract with 360 out of session
Alterations applications	Develop set of criteria to assist in decision-making	LD	12/10 – On hold until next session
Owners Corporation (OC) Rules	Organise General Meeting to approve changes to the default OC Rules to allow the EC to approve erections/alternations applications and insert rule re pets	TS	Closed Motions carried at General Meeting (7 Oct 20)
Pet application issue	Send formal letter on behalf of EC to unit in question to notify that the application will be refused if the conditions they agreed to on the application form are not being met/cleaning bill is unpaid	SC (as EC Chair)	12/10 – Closed Letter will go out from SC tonight.
Defects	Review work by JW Land on recently identified defects and Defects report when it comes back from consultant	EC	12/10 – no update from JWLand; SC has requested update, if there is no update, SC will draft a formal letter to demand a timeline for the remaining fixes
Founders Lane parking	Review of Wilson's action re signage and monitoring Oct and Jan		12/10 – Closed Building Manager has indicated that this is working well.
Basement traffic safety	Add One Way and No Entry signs for first traffic lane on B1 to right of ramp 1 between street level and B1 to the quotes being sought for improved traffic signage for basement	TS	12/10 – SC has considered quotes; EC agreed to proceed with signs on pillars, bulkhead sign, speed limit signs, and for up to three arrows for expenditure up to \$1200 (ex. GST).
	Obtain two quotes to clean basement	TS	12/10 – still waiting from response from JWLand; review at Nov meeting
Fire doors	Provide reason for the fire doors not to be locked from the stairwell in The Mark	TS	12/10 – meetings being organised with O'Neill & Brown and ACT Fire Service, and meeting JWLand
	Seek advice from O'Neill & Brown on the Mark's fire door issue	BL/TS	12/10 – KH liaising with O'Neil & Brown
Fit-out Construction Approval	Request the Builder's Insurance details required for Part C and the Insurance Certificate	TS	Closed Certificate provided by email
Planter Boxes	Request update from Building Manager on water-logged planter boxes on Cooyong St	TS	12/10 – waiting on quote from gardener to be referred to JWLand

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10 August 2020			
Financial Matters	Look into why debt currently held by JWLand is unpaid; process required for it to be paid.	TS	12/10 – TS to follow this up with credit team 10/09 – amount was paid to wrong strata company; being rectified now
	Qn re why interest is not appearing against lots in arrears	TS	12/10 – TS to follow up with Vantage's General Manager 10/09- system being updated to rectify this
OC Rules	Consider draft Rules and advise priority areas for discussion at next meeting	EC	12/10 – SC will share identified priority areas for further changes. 10/09 – discuss at Oct meeting and also Rules v guidelines
	Letters to all owners or owners who have already done Erections and Alterations on their lot that approval needs to have been sought prior to undertaking the work. To be considered at next meeting.	EC	12/10 – TS to organise letters to be sent out, including to JWLand for sale signage 10/09 – awaiting General Meeting re changes to OC Rules
Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	12/10 – SC following this up with JWLand 10/09 – JWLand looking at paying at all of it; will advise next week
	Following JWLand's response, EC to vote on Suresafe quote electronically	TS	10/09 – on hold until above is resolved
21 July 2020			
Security Issues	Update on status of cameras; who monitors	JWLand	12/10 – TS waiting on one more quote 10/09 – JWLand have declined to assist; TS to seek quotes for our own solution
Service Contracts	Provide update on solar contract (deed) and electricity account (inc. breakdown for electricity generated by solar)	TS	12/10 – pending review of Origin contract
		TS	

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Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.35 PM.
- b. Apology was recorded for ML.

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC.
- b. EC moved through matters arising with TS.

3. Financial Update

- a. Financial statements provided with agenda for the meeting.
- b. SC noted that there has been progress with accounts in arrears; down to six substantial outstanding debts.
- c. The cost of indoor plant hire for the 2 Mark foyers was noted (around \$350/month). **EC agreed** to terminate Indoor Plant Hire contract with 30 days' notice and explore artificial plant options.
- d. **Action:** BL to share details of suppliers for artificial plants to replace indoor plants in foyers

4. Pet applications

- a. No new applications have been received in this period.
- b. **Action:** TS will send out communications to residents about the rule change from the General Meeting with the reminder re need to register pet

5. Applications for alterations

- a. **Provenance ground floor: Application for screening** - on street-facing side of gate for privacy and security. EC was concerned about the option put forward re the aesthetics of the building but agreed to explore other options to address the issues. It also agreed to consider the possibility of the Owners Corporation paying for any agreed solution (given that the gates common property).
 - i. **Action:** TS to socialise the list of metal vendors with the EC
 - ii. **Action:** TS to engage someone to consult vendor to advise on solution
- b. **Provenance ground floor: Application to approve door seal:** approved without objection due to noise from opening external door. The EC member making the application excused themselves from the vote due to conflict of interest.
- c. **The Mark floor 7: Application for awning:** approved without objection as the unit does not have a winter garden or balcony and it will not impact on the aesthetics of the building (as it not visible from the street or directly to any other unit). The EC member making the application excused themselves from the vote due to conflict of interest.
- d. **The Mark floor 6: Application for internal blinds:** No approval required; installation can continue.
- e. **Provenance ground floor: Application for bike rack:** approved without objection as the rack is small, will be placed on a side wall and will not impact on aesthetics of the building (as it not very visible from the street).
- f. **Provenance ground floor: Application for awning :** Rejected without objection as will impact on aesthetics of the building and unit has a balcony overhang for sun protection.

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- g. **The Mark floor 3: Application for lock and peep hole:** Rejected, on the basis that the doors are common property. An alternative to a peep hole will be sent to VS to pass on.
- h. **EC agreed** that TS would write to all lot owners and occupiers noting that they are required to apply for approval for any alterations or erections on their property unit eg awnings, clothes lines, shade additions to fencing etc and noting that if they do not do that within 1 month they will be asked to remove it as it has not been not approved.
- 6. Defects**
 - a. As covered in Matters Arising.
- 7. Parcel Lockers**
 - a. Proposal from Taylr was rejected on the basis that there are easily-accessible post offices nearby that can be used as an alternative for security concerns.
- 8. Any other business**
 - a. TS advised that the Valuation and Sinking Fund Reports are in progress; EC should receive them next meeting.
 - b. Pura Air deodoriser proposal rejected by EC without objection –expensive and other options being explored with Building Manager.
 - c. EC considered quote for servicing the electric bin tug
 - i. **Action:** KH to investigate warranty on the vehicle and what the standard servicing charges are
 - d. **Action:** TR to discuss the issue of roller doors to the bin enclosure being left open over the weekend with the Building Manager
 - e. TR and KH agreed to meet with Aaron from JWLand next Monday afternoon.
 - f. SC and JO raised the resignation of Dan Mobilia from the role of Treasurer and from the Executive Committee. SC will seek nominations from the committee to fill vacancy.
 - g. EC agreed to pay for sanitary bins on first floor toilets in the Mark (for commercial tenants), at least to the next AGM, as it is common property.

Meeting closed at 19.05 PM. Next meeting will be Monday 9 November 2020.

Decisions Register

#	Decision	Category
MEETING 21 July 2020		
D1	JW Land to engage Wilson for first 12months to put signage up on Founders Lane and police parking.	Parking
D2	EC will schedule a progress check n parking in laneway at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)	Parking
D3	EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.	Service Contracts
D4	Accept proposal by Elevator Consultancy Service Pty Ltd for Developer Liability Period (DLP) Inspection & Report for the elevators in the building.	Service Contracts

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D5	Pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas	Pets
D6	Group to report back at next EC meeting to agree path forward re both existing alterations and applications	Building Alterations
D7	EC, in consultation with Strata, will develop a set of rules for these going forward.	OC Rules
D8	Decision was made to not allow lock boxes on common property on the basis that it is a security risk, and remove the ones currently identified	Common Property
MEETING 10 AUG 2020		
D9	Both applications approved by EC, subject to photographs of pets being provided	Pets
D10	Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.	Pets
D11	Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote	Service Contracts
D12	EC will need to account for appearance of balconies in the updated OC Rules (esp. rubbish and trolleys on balconies)	OC Rules
MEETING 10 SEPTEMBER 2020		
D13	EC agreed to continue lift maintenance month-to-month until the next budget is set at the AGM	Service Contracts
D14	EC agreed to contract with O'Neil & Brown for three years for fire maintenance	Service Contracts
D15	EC agreed to put a motion to a General Meeting to amend the OC (default) Rules to allow the EC to approve applications for Erections and Additions (Rule 4) and to add a pet Rule (wording as per 19.3 in a draft rules document)	OC Rules
D16	EC agreed to develop guidelines to assist decision making on approving applications for Erections and Additions	Guidelines
D17	EC agreed to make the first traffic lane on B1 to right of ramp between street level and B1 one way, and add signage for this to quotes for improved basement traffic signage	Basement traffic safety
D18	EC agreed in the first instance that the Building Manager attempt to repair the damage to the storage unit lock from an attempted break-in	Repairs
D19	EC agreed to allow the AFP to have two swipe cards to the Provenance	Management
D20	EC agreed to decline a request for a party of around 50 on the rooftop garden	Management
D21	EC agreed to an additional tap with a removable top in the courtyard for cleaners	Cleaning/maintenance
MEETING 12 OCTOBER 2020		

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D22	EC made decision to terminate Indoor Plant Hire contract with 30 days' notice and explore artificial plant options.	Service Contracts
D23	EC agreed to proceed with quote to improve basement traffic, inc: signs on pillars, bulkhead sign, speed limit signs, and up to 3 arrows for expenditure up to \$1200 (ex. GST).	Basement traffic safety
D24	EC decided contract with Fire360 out of session for fire maintenance services	Service Contracts
D25	EC was concerned about the option put forward (external gate screening) re the aesthetics of the building but agreed to explore other options to address the issues (privacy and security). It also agreed to consider the possibility of the Owners Corporation paying for any agreed solution (given that the gates are common property).	Alterations applications
D26	EC agreed that TS would write to all lot owners and occupiers noting that they are required to apply for approval for any alterations or erections on their property unit eg awnings, clothes lines, shade additions to fencing etc and noting that if they do not do that within 1 month they will be asked to remove it as it has not been not approved.	Management
D27	Re D20 EC decided, out of session, to approve a new application for 20 people subject to conditions re responsibility of the applicant, other residents use and security.	Use of common property

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Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Mon 9 Nov 2020, 17.30-19.25 PM

Venue: Zoom Call

Attendees

Shelley Cooper (SC)	Tony Ruggeri (TR)	Kurt Haggstrom (KH)
Alessandra Whiting (AW)	Laura Dawel (LD)	Vana Tark (VT)
Andrew Mackey (AM)	Michael Lyrstakis (ML)	Julian Olsen (JO)
Tiarna Stekovic (TS)		

Apologies

Bill Lyrstakis (BL)

New and outstanding actions

Action	Description	Owner	Status
Alterations to ground floor gates	Communicate decision to other owners in similar situation	TS	New
External signage	Request proof of approval for Gong Cha's external signage	TS	New
Garage roller door problems	Follow this up with supplier under warranty	TS	New
JWLand CCTV	Request file of the footage from JWLand for last vandalism (Wed 4 Nov)	TS	New
	Approach police to see if they would review footage	TS	New
BuildingLink Booking System for rooftop garden	Send out a notice to residents advising of system	TS	New
Community Garden	Consider topic for further for discussion next meeting	JO; SC	New
12 October 2020			
Solar Power	Share contract the building's contract with Origin	TS	Closed – SC is now working through this with JWLand
	Look into how the solar agreement works at Campbell's	TS	Closed – SC is now working through this with JWLand
Artificial Plants	Share details of suppliers for artificial plants to replace indoor plants in foyer	BL	9/11 – BL to provide options out of sessions
Pet registrations	Send out communications to residents about the rule change from the General Meeting with the reminder re need to register pet	TS	Closed – letter went out on 22/10/20
Alterations to Provenance ground floor gates	Socialise the list of metal vendors with the EC	TS	Closed – progressing with approach as per individual alteration applications
	Engage someone to consult vendor to	TS	Closed – progressing with

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	advise on solution (EC request regular updates by email).		approach as per individual alteration applications
Bin Tug	Investigate warranty on the vehicle and what the standard servicing charges are	KH	Closed – EC decided not to enter into contract
Roller doors (bin area)	Discuss the issue of roller doors to the bin enclosure being left open over the weekend with Building Manager	TR	Closed – VS managing this with Gong Cha
10 September 2020			
Unit Entitlements	Find the Valuer's Report to share with EC	TS	12/10 – TS emailed; EC to review
Indoor Plant Hire	Review the Indoor Plant Hire contract	BL	12/10 – Closed Decision made to give 30 days' notice to terminate Indoor Plant Hire contract
Alterations applications	Develop set of criteria to assist in decision-making	LD	9/11 – Closed Initial Guidelines agreed
Defects	Review work by JW Land on recently identified defects and Defects report when it comes back from consultant	EC	9/11 – EC still working through this with JWLand Chase doing official effects now 12/10 – no update from JWLand; SC has requested update, if there is no update, SC will draft a formal letter to demand a timeline for the remaining fixes
Basement traffic safety	Add One Way and No Entry signs for first traffic lane on B1 to right of ramp 1 between street level and B1 to the quotes being sought for improved traffic signage for basement	TS	9/11 – JWLand will pay for rectification; seeking their own quotes 12/10 – SC has considered quotes; EC agreed to proceed with signs on pillars, bulkhead sign, speed limit signs, and for up to three arrows for expenditure up to \$1200 (ex. GST).
	Obtain two quotes to clean basement	TS	9/11 – EC still working through this with JWLand, waiting for JWLand to provide receipt for final basement clean 12/10 – still waiting from response from JWLand; review at Nov meeting
Fire doors	Provide reason for the fire doors not to be locked from the stairwell in The Mark	TS	9/11 – TS will request details of certifier for The Mark/Provenance for EC to discuss issue with 12/10 – meetings being organised with O'Neill &

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			Brown and ACT Fire Service, and meeting JWLand
	Seek advice from O'Neill & Brown on the Mark's fire door issue	BL/TS	Closed 12/10 – KH liaising with O'Neil & Brown
Planter Boxes	Request update from Building Manager on water-logged planter boxes on Cooyong St	TS	9/11 – quote with JWLand to rectify irrigation and water membrane in planter boxes 12/10 – waiting on quote from gardener to be referred to JWLand
10 August 2020			
Financial Matters	Look into why debt currently held by JWLand is unpaid; process required for it to be paid.	TS	Closed – debt should be cleared this week 12/10 – TS to follow this up with credit team 10/09 – amount was paid to wrong strata company; being rectified now
	Qn re why interest is not appearing against lots in arrears	TS	Closed – this is now showing 12/10 – TS to follow up with Vantage's General Manager 10/09 – system being updated to rectify this
OC Rules	Consider draft Rules and advise priority areas for discussion at next meeting	EC	Closed 9/11 – Will be Agenda Item at next meeting for AGM to consider. 12/10 – SC will share identified priority areas for further changes. 10/09 – discuss at Oct meeting and also Rules v guidelines
	Letters to all owners or owners who have already done Erections and Alterations on their lot that approval needs to have been sought prior to undertaking the work. To be considered at next meeting.	EC	Closed – letter was sent out 5 Nov to identified owners 12/10 – TS to organise letters to be sent out, including to JWLand for sale signage 10/09 – awaiting General Meeting re changes to OC Rules
Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	9/11 – still waiting on response from JWLand 12/10 – SC following this up with JWLand 10/09 – JWLand looking at paying at all of it; will advise next week

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	Following JWLand's response, EC to vote on TS Suresafe quote electronically		Closed 9/11 not required to do electronically 10/09 – on hold until above is resolved
21 July 2020			
Security Issues	Update on status of JWLand installed cameras at bottom of ramp; who monitors	JWLand	Closed 9/11 – SC has reached agreement with JWLand to obtain basement footage for OC or police to review 12/10 – TS waiting on one more quote 10/09 – JWLand have declined to assist; TS to seek quotes for our own solution
Service Contracts	Provide update on solar contract (deed) and electricity account (inc. breakdown for electricity generated by solar)	TS	Closed 9/11 – JWLand sorting issue out w Skycell and Origin 12/10 – pending review of Origin contract

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Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.35 PM.
- b. Apology was recorded for BL.

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC.
- b. EC moved through matters arising with TS.

3. Financial Update

- a. November report provided by TS and discussed by the EC.
- b. SC raised concern about cash flow for the remainder of the financial year (Dec 2020). Request that TS identify payments that can be deferred.

4. Lockboxes

- a. TS advised of request from ACT Fire and Rescue to have means of accessing the building after hours in case of emergency callout. EC supports - TS to discuss further with Chair and Sec.

5. Guidelines

- a. EC considered draft guidelines for considering alterations/erections to support OC Rules
- b. **Decision:** EC agreed to draft wording

6. Applications

- a. G04 & G05 (Provenance) – Application to add hard metal mesh to gate for security reasons, and raise level of gate to height of the fence. - Approved
 - i. **Action:** TS to communicate decision to other owners in similar situation
- b. Linc Property Group – Application to erect internal signage - Approved
- c. Linc Property Group – application to erect signage on pillar outside shopfront
 - i. EC have put decision on hold
 - ii. **Action:** TS to request proof of approval for Gong Cha's external signage

7. Quotes

- a. Fire monitoring services – **Decision:** EC decided to go with ADT.
- b. Electrical maintenance – **Decision:** EC decided to go with Maritex
- c. Mechanical maintenance – **Decision:** EC to go with O'Neill & Brown

8. Any other business

- a. **Indoor Plants** – EC would need to pay out the remainder of the contract if terminated. Supplier has offered Nov-Dec 2020 free of charge if we continue. Separately, EC will also be issued a credit to correct actual vs. billed number of plants.
 - i. **Decision made:** run out contract and terminate at end of 12mths.
- b. **Bin Tug** – price is the same under contract and outside contract. Service is usually due after 250 hours and Building Manager estimates 130 hours utilisation.
 - i. **Decision made:** EC decided not to enter into contract. Instead, Building Manager will notify EC when a service is soon to be required and it will be approved as required.
- c. **Garage roller door** – KH raised issue with malfunctioning door
 - i. **Action:** TS to follow this up with supplier under warranty
- d. **Security incidents** – SC will obtain security camera footage from JWLand to review for incidents last Wednesday night. EC will work to determine where the security weaknesses are, so that we can propose an adequate solution.

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- i. **Action:** TS to request file of the footage from JWLand
 - ii. **Action:** TS will also approach police to see if they would review footage
- e. **Carpet Tiles** – SC noted quote JWLand received for 100m² spare carpet tiles to have on hand for the building.
 - i. **Decision:** EC agreed to pursue this under next financial year's budget, and work with JWLand to share the cost.
- f. **JWLand Christmas Proposal** – JWLand have approached the EC with a proposal for Christmas to decorate the tree on the lawn, have an event and
 - i. EC have agreed in-principle, pending some more information from JWLand.
- g. **Building Link** - TS advised that the booking system is in place for the rooftop.
 - i. **Action:** TS to send out a notice to residents of the change
- h. **Community Garden** – TS raised a question from a resident about the prospect of a community garden on the rooftop of the Mark (as indicated in the sales proposal from JWLand at the time of purchase).
 - i. EC agreed to discuss further at next meeting.
 - ii. **Action:** JO and SC agreed to consider this further for discussion
- i. **Party on Rooftop** – ML asked for an update on how this event had gone; TR advised that this did not go ahead due to weather.

Meeting closed at 19.25 PM. Next meeting will be Monday 7 December 2020.

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Decisions Register

#	Decision	Category
MEETING 21 July 2020		
D1	JW Land to engage Wilson for first 12 months to put signage up on Founders Lane and police parking.	Parking
D2	EC will schedule a progress check n parking in laneway at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)	Parking
D3	EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.	Service Contracts
D4	Accept proposal by Elevator Consultancy Service Pty Ltd for Developer Liability Period (DLP) Inspection & Report for the elevators in the building.	Service Contracts
D5	Pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas	Pets
D6	Group to report back at next EC meeting to agree path forward re both existing alterations and applications	Building Alterations
D7	EC, in consultation with Strata, will develop a set of rules for these going forward.	OC Rules
D8	Decision was made to not allow lock boxes on common property on the basis that it is a security risk, and remove the ones currently identified	Common Property
MEETING 10 AUG 2020		
D9	Both applications approved by EC, subject to photographs of pets being provided	Pets
D10	Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.	Pets
D11	Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote	Service Contracts
D12	EC will need to account for appearance of balconies in the updated OC Rules (esp. rubbish and trolleys on balconies)	OC Rules
MEETING 10 SEPTEMBER 2020		
D13	EC agreed to continue lift maintenance month-to-month until the next budget is set at the AGM	Service Contracts
D14	EC agreed to contract with O'Neil & Brown for three years for fire maintenance	Service Contracts
D15	EC agreed to put a motion to a General Meeting to amend the OC (default) Rules to allow the EC to approve applications for Erections and Additions (Rule 4) and to add a pet Rule (wording as per 19.3 in a draft rules document)	OC Rules
D16	EC agreed to develop guidelines to assist decision making on approving applications for Erections and Additions	Guidelines

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D17	EC agreed to make the first traffic lane on B1 to right of ramp between street level and B1 one way, and add signage for this to quotes for improved basement traffic signage	Basement safety	traffic
D18	EC agreed in the first instance that the Building Manager attempt to repair the damage to the storage unit lock from an attempted break-in	Repairs	
D19	EC agreed to allow the AFP to have two swipe cards to the Provenance	Management	
D20	EC agreed to decline a request for a party of around 50 on the rooftop garden	Management	
D21	EC agreed to an additional tap with a removable top in the courtyard for cleaners	Cleaning/maintenance	
MEETING 12 OCTOBER 2020			
D22	EC made decision to terminate Indoor Plant Hire contract with 30 days' notice and explore artificial plant options.	Service Contracts	
D23	EC agreed to proceed with quote to improve basement traffic, inc: signs on pillars, bulkhead sign, speed limit signs, and up to 3 arrows for expenditure up to \$1200 (ex. GST).	Basement safety	traffic
D24	EC decided contract with Fire360 out of session for fire maintenance services	Service Contracts	
D25	EC was concerned about the option put forward (external gate screening) re the aesthetics of the building but agreed to explore other options to address the issues (privacy and security). It also agreed to consider the possibility of the Owners Corporation paying for any agreed solution (given that the gates are common property).	Alterations applications	
D26	EC agreed that TS would write to all lot owners and occupiers noting that they are required to apply for approval for any alterations or erections on their property unit eg awnings, clothes lines, shade additions to fencing etc and noting that if they do not do that within 1 month they will be asked to remove it as it has not been not approved.	Management	
D27	Re D20 EC decided, out of session, to approve a new application for 20 people subject to conditions re responsibility of the applicant, other residents use and security.	Use of common property	
MEETING 9 NOVEMBER 2020			
D28	As an update to D22, EC have revised the decision to terminate the contract with Indoor Plant Hire at the end of the 12 month contract.	Service Contracts	
D29	Decided not to enter into contract for ongoing servicing of the bin tug. Instead, Building Manager will notify EC when a service is soon to be required and it will be approved as required.	Service Contracts	

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D30	Agreed to draft wording for guidelines on approving alterations and/or erections to the building	Alterations applications
D31	EC decided to go with ADT for Fire monitoring services (three-year contract).	Service Contracts
D32	EC decided to go with Maritex for Electrical maintenance (three-year contract).	Service Contracts
D33	EC to go with O'Neill & Brown for Mechanical maintenance (three-year contract).	Service Contracts
D34	Agreed to purchase 100m2 of spare carpet tiles under next financial year's budget and work with JWLand to possibly share the cost.	Management

Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Mon 7 Dec2020, 17.35-19.38 PM

Venue: Zoom Call

Attendees

Shelley Cooper (SC)	Tony Ruggeri (TR)	Kurt Haggstrom (KH)
Laura Dawel (LD)	Vana Tark (VT)	Andrew Mackey (AM)
Michael Lyrstakis (ML)	Julian Olsen (JO)	Vantage - Tiarna Stekovic (TS)
Vantage - Sarah Bakker (SB)		

Apologies

Alessandra Whiting (AW); Bill Lyrstakis (BL)

New and outstanding actions

Action	Description	Owner	Status
Outstanding amounts in arrears	Look into outstanding amount in arrears from JWLand.	TS	New
Unapproved erections	Write to remaining units along Ainslie Ave to remove external screening.	TS	New
AGM	Organise next AGM for 18 January 2021, including possible venues	TS	New
Common Property Rules	Draft proposed rules for common property, especially about smoking.	SC	New
Window Defect (The Mark)	Request additional information from JWLand about the window defect in The Mark and the proposed steps in place for additional issues in the future.	TS	New
CCTV Walk-Through	Request a walk-through with CCTV suppliers to discuss the quoted solutions in the new year.	TS	New
Door Damage	Review door damage of the unit to door of Unit 613 in Provenance.	KH	New
Founders Lane Parking	Ask Building Manager to help enforce 'no stopping' zone along the silver barriers.	TS	New
9 November 2020			
Alterations to ground floor gates	Communicate decision to other owners in similar situation	TS	Closed – letter went out
External signage	Request proof of approval for Gong Cha's external signage	TS	Closed – received application
Garage roller door problems	Follow this up with supplier under warranty	TS	7/12 – waiting to hear back from ACT Doorland
JWLand CCTV	Request file of the footage from JWLand for last vandalism (Wed 4 Nov)	TS	7/12 – have received the files, but have been having technical issues. Waiting on response from JWLand to assist.

	Approach police to see if they would review footage	TS	7/12 – on hold until above is resolved
BuildingLink Booking System	Send out a notice to residents advising of system	TS	7/12 – still in progress, letter will come out soon.
Community Garden	Consider topic for further for discussion next meeting	JO; SC	7/12 – discussed in AOB
12 October 2020			
Artificial Plants	Share details of suppliers for artificial plants to replace indoor plants in foyer	BL	7/12 – will seek update out of session 9/11 – BL to provide options out of sessions
10 September 2020			
Defects	Review work by JW Land on recently identified defects and Defects report when it comes back from consultant	EC	7/12 – JWLand still working to progress this 9/11 – EC still working through this with JWLand Chase doing official effects now 12/10 – no update from JWLand; SC has requested update, if there is no update, SC will draft a formal letter to demand a timeline for the remaining fixes
Basement traffic safety	Add One Way and No Entry signs for first traffic lane on B1 to right of ramp 1 between street level and B1 to the quotes being sought for improved traffic signage for basement	TS	7/12 – SC and TR working with JWLand to close this out 9/11 – JWLand will pay for rectification; seeking their own quotes 12/10 – SC has considered quotes; EC agreed to proceed with signs on pillars, bulkhead sign, speed limit signs, and for up to three arrows for expenditure up to \$1200 (ex. GST).
	Obtain two quotes to clean basement	TS	Closed 7/12 – JWLand offered to pay third of cost of wet clean. Discussed in AOB 9/11 – EC still working through this with JWLand, waiting for JWLand to provide receipt for final basement clean 12/10 – still waiting from response from JWLand; review at Nov meeting

Fire doors	Provide reason for the fire doors not to be locked from the stairwell in The Mark	TS	7/12 – Still waiting on JWLand to advise; TR raised concern about the seals of the doors; TS to contact O'Neill & Brown 9/11 – TS will request details of certifier for The Mark/Provenance for EC to discuss issue with 12/10 – meetings being organised with O'Neill & Brown and ACT Fire Service, and meeting JWLand
Planter Boxes	Request update from Building Manager on water-logged planter boxes on Cooyong St	TS	7/12 – waiting on update from JWLand 9/11 – quote with JWLand to rectify irrigation and water membrane in planter boxes 12/10 – waiting on quote from gardener to be referred to JWLand
10 August 2020			
Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	7/12 – waiting on response from JWLand, as it was not done at the end of last month as advised. 9/11 – still waiting on response from JWLand 12/10 – SC following this up with JWLand 10/09 – JWLand looking at paying at all of it; will advise next week

Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.35 PM.
- b. Apology was recorded for AW.
- c. EC welcomed SB who will be covering for TS during her maternity leave.

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC.
- b. EC moved through matters arising with TS.

3. Financial Update

- a. SC discussed the proposed budget with the EC and highlighted key increases as we move into the BAU phase (e.g. maintenance, sinking fund, etc)
 - i. SC requested that Strata Management fees and levies to be presented quarterly to be voted on at the next AGM.
 - ii. TS advised that Building Link invoice could be issued quarterly.
 - iii. **Decision made:** EC requests that the Building Link invoice be issue quarterly.
 - iv. **Decision made:** Agreed to take proposed budget to the AGM.
- b. TS tabled the current financial statements. No issues were raised.
- c. TS noted progress with amounts in arrears.
 - i. **Action taken:** TS to look into outstanding amount from JWLand.

4. Applications

Alterations and erections applications were assessed against the guidelines established on 9 Nov 2020. In particular consideration was given to uniformity with other approved erections/alterations and e) aesthetic impact including visibility from the street (eg it detracts from the look of the building, views from other residents and outside the building, and in the case of Provenance considering the garden feel eg from the large Elm tree and large planter boxes around the complex, particularly the park on Currong St.)

- a. **Gong Cha:** EC rejected application to have external signage on the column on common property.
- b. **Unit 225 (The Mark):** EC rejected application for a non-retractable awning
- c. **Chapter 4 (G09):** EC approved application to add a store sign on the inside of the glass
- d. **Unit G01 (Provenance):** EC reject application to cover the entire fence in mesh. However, unit can proceed with alteration to gate in line with G03, G04 and G05.
- e. **Unit G20 (Provenance):** EC rejected application to have screening along fence. However, unit can proceed with alteration to gate in line with G03, G04 and G05.
- f. **Action taken:** following these decisions, TS to write to remaining units along Ainslie Ave to remove external screening.

5. AGM Discussion

- a. **Action taken:** TS to organise next AGM for 18 January 2021, including possible venues.

6. Insurance valuation and insurance invoice

- a. **Decision made:** approve proposed rates and schedule in Insurance Valuation Report.

7. Any other business

- a. **Smoking in communal gardens** – EC discussed issue of smoking on common property and proposal to banning smoking in common areas (including the rooftop garden)
 - i. **Decision made:** proposed rule change to be tabled at the next AGM.
 - ii. **Action taken:** SC to draft proposed rules for common property.

- b. **Unit 524 (The Mark)** – has been issued a formal letter advising Owner that the pet application has been rejected. Will need to issue another letter to demonstrate to ACAT that all reasonable steps are being made.
 - i. **Decision made:** send another formal letter by registered post.
- c. **Window cleaning quotes**
 - i. **Decision made:** include quoted amount in proposed budget, but put contract on hold until construction sites nearby are in a more final state.
- d. **Split budgets for two buildings:** Tabled for discussion next year, but initial analysis suggests that there is little difference.
- e. **Windows:** Windows in The Mark are known to be defective and are subject to shattering in high temperatures. JWLand is replacing these as required.
 - i. **Action taken:** TS to request additional information from JWLand about the defect and the proposed steps in place for additional issues in the future.
- f. **CCTV quotes**
 - i. **Action taken:** TS to request a walk-through with CCTV suppliers to discuss the quoted solutions in the new year.
- g. **Letterboxes:** SC has been in contact with JWLand to request a proposal to address the proposed design issue. TS advised that there had been further discussions with Australia Post and the Building Manager.
 - i. **Decision made:** EC agreed to have the doors locked at all times, with a sign to be erected on the doors for Australia Post deliveries to be made by calling the Building Manager.
- h. **Christmas Function:** JWLand event has been cancelled.
- i. **Unit 613 (Provenance):** Door has been damaged and will need to be replaced.
 - i. **Action taken:** KH to review door damage of the unit to door.
- j. **Downlights:** Building Manager has requested box of 20 downlights to assist with repairs/replacements that need be made.
 - i. **Decision made:** EC agreed expenditure of \$286 to facilitate this.
- a. **Community Garden:** JO will continue looking into options for community garden, including either repurposing the rooftop garden or utilising common area on Level 2.
- b. **Parking in Founders Lane:** The issue of Founders Lane being used as a parking area instead of a drop-off zone was raised. Discussion to be tabled for next year, including proposal of a boom gate for the lane.
 - i. **Action taken:** TS to ask Building Manager to help enforce 'no stopping' zone along the silver barriers.

Meeting closed at 19.38PM. Next meeting will be organised in the new year.

Decisions Register

#	Decision	Category
MEETING 21 July 2020		
D1	JW Land to engage Wilson for first 12months to put signage up on Founders Lane and police parking.	Parking
D2	EC will schedule a progress check n parking in laneway at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)	Parking
D3	EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.	Service Contracts
D4	Accept proposal by Elevator Consultancy Service Pty Ltd for Developer Liability Period (DLP) Inspection & Report for the elevators in the building.	Service Contracts
D5	Pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas	Pets
D6	Group to report back at next EC meeting to agree path forward re both existing alterations and applications	Building Alterations
D7	EC, in consultation with Strata, will develop a set of rules for these going forward.	OC Rules
D8	Decision was made to not allow lock boxes on common property on the basis that it is a security risk, and remove the ones currently identified	Common Property
MEETING 10 AUG 2020		
D9	Both applications approved by EC, subject to photographs of pets being provided	Pets
D10	Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.	Pets
D11	Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote	Service Contracts
D12	EC will need to account for appearance of balconies in the updated OC Rules (esp. rubbish and trolleys on balconies)	OC Rules
MEETING 10 SEPTEMBER 2020		
D13	EC agreed to continue lift maintenance month-to-month until the next budget is set at the AGM	Service Contracts
D14	EC agreed to contract with O'Neil & Brown for three years for fire maintenance	Service Contracts
D15	EC agreed to put a motion to a General Meeting to amend the OC (default) Rules to allow the EC to approve applications for Erections and Additions (Rule 4) and to add a pet Rule (wording as per 19.3 in a draft rules document)	OC Rules
D16	EC agreed to develop guidelines to assist decision making on approving applications for Erections and Additions	Guidelines
D17	EC agreed to make the first traffic lane on B1 to right of ramp between street level and B1 one way, and add signage for this to quotes for improved basement traffic signage	Basement traffic safety
D18	EC agreed in the first instance that the Building Manager attempt to repair the damage to the storage unit lock from an attempted break-in	Repairs
D19	EC agreed to allow the AFP to have two swipe cards to the Provenance	Management
D20	EC agreed to decline a request for a party of around 50 on the rooftop garden	Management
D21	EC agreed to an additional tap with a removable top in the courtyard for cleaners	Cleaning/maintenance

MEETING 12 OCTOBER 2020

D22	EC made decision to terminate Indoor Plant Hire contract with 30 days' notice and explore artificial plant options.	Service Contracts
D23	EC agreed to proceed with quote to improve basement traffic, inc: signs on pillars, bulkhead sign, speed limit signs, and up to 3 arrows for expenditure up to \$1200 (ex. GST).	Basement traffic safety
D24	EC decided contract with Fire360 out of session for fire maintenance services	Service Contracts
D25	EC was concerned about the option put forward (external gate screening) re the aesthetics of the building but agreed to explore other options to address the issues (privacy and security). It also agreed to consider the possibility of the Owners Corporation paying for any agreed solution (given that the gates are common property).	Alterations applications
D26	EC agreed that TS would write to all lot owners and occupiers noting that they are required to apply for approval for any alterations or erections on their property unit eg awnings, clothes lines, shade additions to fencing etc and noting that if they do not do that within 1 month they will be asked to remove it as it has not been approved.	Management
D27	Re D20 EC decided, out of session, to approve a new application for 20 people subject to conditions re responsibility of the applicant, other residents use and security.	Use of common property

MEETING 9 NOVEMBER 2020

D28	As an update to D22, EC have revised the decision to terminate the contract with Indoor Plant Hire at the end of the 12 month contract.	Service Contracts
D29	Decided not to enter into contract for ongoing servicing of the bin tug. Instead, Building Manager will notify EC when a service is soon to be required and it will be approved as required.	Service Contracts
D30	Agreed to draft wording for guidelines on approving alterations and/or erections to the building	Alterations applications
D31	EC decided to go with ADT for Fire monitoring services (three-year contract).	Service Contracts
D32	EC decided to go with Maritex for Electrical maintenance (three-year contract).	Service Contracts
D33	EC to go with O'Neill & Brown for Mechanical maintenance (three-year contract).	Service Contracts
D34	Agreed to purchase 100m2 of spare carpet tiles under next financial year's budget and work with JWLand to possibly share the cost.	Management

MEETING 7 DECEMBER 2020

D35	EC requests that the Building Link invoice be issue quarterly.	Service Contracts
D36	Agreed to take proposed budget to the AGM.	Financial matters
D37	Gong Cha: EC rejected application to have external signage on the column on common property.	Alterations applications
D38	Unit 225 (The Mark): EC rejected application for a non-retractable awning	Alterations applications
D39	Chapter 4 (G09): EC approved application to add a store sign on the inside of the glass	Alterations applications
D40	Unit G01 (Provenance): EC reject application to cover the entire fence in mesh. However, unit can proceed with alteration to gate in line with G03, G04 and G05.	Alterations applications
D41	Unit G20 (Provenance): EC rejected application to have screening along fence. However, unit can proceed with alteration to gate in line with G03, G04 and G05.	Alterations applications
D42	Approve proposed rates and schedule in Insurance Valuation Report.	Financial matters
D43	Proposed rule change about smoking on common property to be tabled at the next AGM.	OC Rules

D44	Pet issue with Unit 534 (The Mark) - send another formal letter by registered post.	Pets
D45	Window cleaning - include quoted amount in proposed budget, but put contract on hold until construction sites nearby are in a more final state.	Service Contracts
D46	Access to The Mark – EC agreed to have the doors locked at all times, with a sign to be erected on the doors for Australia Post deliveries to be made by calling the Building Manager.	Building access
D47	Downlights - EC agreed expenditure of \$286 to facilitate this.	Building management

Executive Committee Meeting Minutes

Subject: UP4796 EC Meeting

Date and Time: Tuesday 12 January 2021, 17.35-19.00 PM

Venue: Zoom Call

Attendees		
Shelley Cooper (SC)	Tony Ruggeri (TR)	Alessandra Whiting (AW)
Laura Dawel (LD)	Vana Tark (VT)	Michael Lyrstakis (ML)
Andrew Mackey (AM)	Kurt Haggstrom (KH)	Julian Olsen (JO)
Vantage - Sarah Bakker (SB)		
Apologies		
Bill Lyrstakis (BL), Vantage - Tiarna Stekovic (TS)		

New and outstanding actions

Action	Description	Owner	Status
Gong Cha Signage	Follow up on the removal of external signage.	SB	New
Amendment to AGM motion	Advise EC if amendment to the proposed AGM motion is allowed and next steps.	SB	New
Defects Report	SB to explore the history and status of the current Defects Report in order to advise EC of next steps.	SB	New
AGM	SB to advise EC re chair and contact in Vantage Strata for the meeting.	SB	New
Defective unit door seals	SB to determine if the contractor who undertook remedial work on some unit doors reported back re issues for most doors and who to, and advise EC	SB	New
7 Dec 2020 Outstanding amounts in arrears	Look into outstanding amount in arrears from JWLand.	TS	Closed 22/12 – arrears related to a unit recently sold. All sorted now.
Unapproved erections	Write to remaining units along Ainslie Ave to remove external screening.	TS	12/01 – no update.
AGM	Organise next AGM for 18 January 2021, including possible venues	TS	Closed – actioned.
Common Property Rules	Draft proposed rules for common property, especially about smoking.	SC	Closed – actioned.
Window Defect (The Mark)	Request additional information from JWLand about the window defect in The Mark and the proposed steps in place for additional issues in the future.	TS	Closed 22/12 – JWLand are monitoring issue and will address case-by-case
CCTV Walk-Through	Request a walk-through with CCTV suppliers to discuss the quoted solutions in the new year.	TS	Closed 12/01 – KH and TR met with two of the CCTV suppliers; quote agreed in Item 3.

Door Damage	Review door damage of the unit to door of Unit 613 in Provenance.	KH	Closed 12/01 – KH didn't note much damage, but repairs were still being made
Founders Lane Parking	Ask Building Manager to help enforce 'no stopping' zone along the silver barriers.	TS	12/01 – no update
9 November 2020			
Garage roller door problems	Follow this up with supplier under warranty	TS	22/12 – Garage doors are no longer under warranty. 7/12 – waiting to hear back from ACT Doorland
JWLand CCTV	Request file of the footage from JWLand for last vandalism (Wed 4 Nov)	TS	Closed 12/01 – actioned by TS 7/12 – have received the files, but have been having technical issues. Waiting on response from JWLand to assist.
	Approach police to see if they would review footage	TS	Closed 12/01 – actioned by TS 7/12 – on hold until above is resolved
BuildingLink Booking System	Send out a notice to residents advising of system	TS	Closed 22/12 – letter was posted on BuildingLink 7/12 – still in progress, letter will come out soon.
Community Garden	Consider topic for further for discussion next meeting	JO; SC	12/01 – initial thoughts under discussion to be presented to incoming EC 7/12 – discussed in AOB
12 October 2020			
Artificial Plants	Share details of suppliers for artificial plants to replace indoor plants in foyer	BL	7/12 – will seek update out of session 9/11 – BL to provide options out of sessions
10 September 2020			
Defects	Review work by JW Land on recently identified defects and Defects report when it comes back from consultant	EC	22/12 – still ongoing; SB to review this 7/12 – JWLand still working to progress this 9/11 – EC still working through this with JWLand Chase doing official effects now 12/10 – no update from JWLand; SC has requested update, if there is no update, SC will draft a formal letter to demand a timeline for the

Basement traffic safety	Add One Way and No Entry signs for first traffic lane on B1 to right of ramp 1 between street level and B1 to the quotes being sought for improved traffic signage for basement	TS	<p>remaining fixes</p> <p>7/12 – SC and TR working with JWLand to close this out</p> <p>9/11 – JWLand will pay for rectification; seeking their own quotes</p> <p>12/10 – SC has considered quotes; EC agreed to proceed with signs on pillars, bulkhead sign, speed limit signs, and for up to three arrows for expenditure up to \$1200 (ex. GST).</p>
Fire doors	Provide reason for the fire doors not to be locked from the stairwell in The Mark	TS	<p>12/01 – SB will organise for supplier to come out and provide a quote for the locking of doors when back from leave. SB will also look into the original Defect Report and why the fire stairs were not included.</p> <p>7/12 – Still waiting on JWLand to advise; TR raised concern about the seals of the doors; TS to contact O'Neill & Brown</p> <p>9/11 – TS will request details of certifier for The Mark/Provenance for EC to discuss issue with</p> <p>12/10 – meetings being organised with O'Neill & Brown and ACT Fire Service, and meeting JWLand</p>
Planter Boxes	Request update from Building Manager on water-logged planter boxes on Cooyong St	TS	<p>7/12 – waiting on update from JWLand</p> <p>9/11 – quote with JWLand to rectify irrigation and water membrane in planter boxes</p> <p>12/10 – waiting on quote from gardener to be referred to JWLand</p>
10 August 2020			
Roofing anchors	Request that JWLand should pay half of the Suresafe quote.	SC; KH	<p>12/01 – understand that this should be done next week and JWLand will pay</p> <p>7/12 – waiting on response from JWLand, as it was not done at the end of last month as advised.</p> <p>9/11 – still waiting on response from JWLand</p>

[illegible]

Notes

1. Attendance and Apologies

- a. Meeting was called to order at 17.35 PM.
- b. Apology was recorded for TS and BL.
- c. SB advised that TS will need to begin maternity leave, and SB has taken over as Strata Manager effective immediately.

2. Previous Minutes and Matters Arising

- a. Minutes were agreed to by EC.
- b. EC moved through matters arising with TS.

3. CCTV Quotes

- a. EC requested quotes from three suppliers for a smaller system than originally quoted for, but only one has opted to requote.
- b. Requote covers 10 cameras to cover entrances to the building, a camera to the entrance to the basement with license plate recognition, letterboxes and bike storage area, as well as a monitor for the Building Manager to be able to view the footage.
 - i. **Decision:** EC agreed to proceed with the quote from Access and Intercom as was considered competitive CCTV (10 cameras).

4. Applications

- a. SC moved a motion in relation to the fences for G01 and G20 to rescind previous decisions made by the Executive Committee at its meeting of 7 December 2020 to reject applications for erecting fence coverings and reconsider the below:
 - i. **G01: Approval granted** to cover the entire fence in mesh (same material that was approved for use behind gates of G03, G04 and G05).
 - ii. **G20: Application rejected** to temporarily cover part of the fence with plastic plant-looking screening on the basis that it would set a precedent for other applications which were not consistent with the guidelines including the impact on the aesthetic look of the apartments and consistency with other approved structures.
- b. **Gong Cha** - JO raised that application for external signage had been rejected, but the signage had not yet been removed.
 - i. **Action taken:** SB to follow this up with Gong Cha.

5. Any other business

- a. **Update to Amendment** – SC raised that amendments will need to be made to proposed Pet Rules for the AGM, pending advice from SB on notification rules.
 - i. **Action taken:** SB to review notification rules and advise next steps.
- b. **AGM** – SC requested that signage be in place for the AGM to direct attendees where to go at Gorman House.
 - i. **Action:** SB to advise EC re chair and contact in Vantage Strata for the meeting.
- c. **Door seals** – repairer of the door seals noted that most door seals in the building need to be adjusted or replaced as they are currently defective;
 - i. **Action:** SB to determine if the contractor who undertook remedial work on some unit doors reported back re issues for most doors and who to, and advise EC.

- d. **Defects Report** – Meeting has highlighted several gaps in the current Defects Report provided by XYZ.
- i. **Action taken:** SB to explore the history and status of the current Defects Report in order to advise EC of next steps.
- e. **Defects Not Remedied** – VT notified the EC of potential legal action against JWLand for defects not remedied in her unit. As some of the defects relate to common property, the EC may be required to act on VT's behalf. VT will notify the EC if legal action is to progress.

Meeting closed at 19.00 PM. Next meeting will be organised following the AGM.

Decisions Register

#	Decision	Category
MEETING 21 July 2020		
D1	JW Land to engage Wilson for first 12months to put signage up on Founders Lane and police parking.	Parking
D2	EC will schedule a progress check n parking in laneway at an EC meeting in 6 months' time to determine if additional measures need be taken (and reviewed quarterly)	Parking
D3	EC will review list of service contracts and consider competitive tender. The lift maintenance contract will continue month-to-month until a decision is made.	Service Contracts
D4	Accept proposal by Elevator Consultancy Service Pty Ltd for Developer Liability Period (DLP) Inspection & Report for the elevators in the building.	Service Contracts
D5	Pets are approved on the basis that requests were reasonable and noting that the House Rules will note that cat and dogs must be on leashes in all common areas	Pets
D6	Group to report back at next EC meeting to agree path forward re both existing alterations and applications	Building Alterations
D7	EC, in consultation with Strata, will develop a set of rules for these going forward.	OC Rules
D8	Decision was made to not allow lock boxes on common property on the basis that it is a security risk, and remove the ones currently identified	Common Property
MEETING 10 AUG 2020		
D9	Both applications approved by EC, subject to photographs of pets being provided	Pets
D10	Dog mess on common area on level 5, The Mark requiring cleaning. VS organised cleaning and bill forwarded to Owner. EC agreed action is appropriate.	Pets
D11	Following JWLand's response, it was decided that the EC would vote on the Suresafe quote by electronic vote	Service Contracts
D12	EC will need to account for appearance of balconies in the updated OC Rules (esp. rubbish and trolleys on balconies)	OC Rules
MEETING 10 SEPTEMBER 2020		
D13	EC agreed to continue lift maintenance month-to-month until the next budget is set at the AGM	Service Contracts
D14	EC agreed to contract with O'Neil & Brown for three years for fire maintenance	Service Contracts
D14A	EC agreed to contract QIA valuation and sinking fund reports	Contracts
D15	EC agreed to put a motion to a General Meeting to amend the OC (default) Rules to allow the EC to approve applications for Erections and	OC Rules

	Additions (Rule 4) and to add a pet Rule (wording as per 19.3 in a draft rules document)	
D16	EC agreed to develop guidelines to assist decision making on approving applications for Erections and Additions	Guidelines
D17	EC agreed to make the first traffic lane on B1 to right of ramp between street level and B1 one way, and add signage for this to quotes for improved basement traffic signage	Basement traffic safety
D18	EC agreed in the first instance that the Building Manager attempt to repair the damage to the storage unit lock from an attempted break-in	Repairs
D19	EC agreed to allow the AFP to have two swipe cards to the Provenance	Management
D20	EC agreed to decline a request for a party of around 50 on the rooftop garden	Management
D21	EC agreed to an additional tap with a removable top in the courtyard for cleaners	Cleaning/maintenance
MEETING 12 OCTOBER 2020		
D22	EC made decision to terminate Indoor Plant Hire contract with 30 days' notice and explore artificial plant options.	Service Contracts
D23	EC agreed to proceed with quote to improve basement traffic, inc: signs on pillars, bulkhead sign, speed limit signs, and up to 3 arrows for expenditure up to \$1200 (ex. GST).	Basement traffic safety
D24	EC decided contract with Fire360 out of session for fire maintenance services	Service Contracts
D25	EC was concerned about the option put forward (external gate screening) re the aesthetics of the building but agreed to explore other options to address the issues (privacy and security). It also agreed to consider the possibility of the Owners Corporation paying for any agreed solution (given that the gates are common property).	Alterations applications
D26	EC agreed that TS would write to all lot owners and occupiers noting that they are required to apply for approval for any alterations or erections on their property unit eg awnings, clothes lines, shade additions to fencing etc and noting that if they do not do that within 1 month they will be asked to remove it as it has not been approved.	Management
D27	Re D20 EC decided, out of session, to approve a new application for 20 people subject to conditions re responsibility of the applicant, other residents use and security.	Use of common property
MEETING 9 NOVEMBER 2020		
D28	As an update to D22, EC have revised the decision to terminate the contract with Indoor Plant Hire at the end of the 12 month contract.	Service Contracts
D29	Decided not to enter into contract for ongoing servicing of the bin tug. Instead, Building Manager will notify EC when a service is soon to be required and it will be approved as required.	Service Contracts
D30	Agreed to draft wording for guidelines on approving alterations and/or erections to the building	Alterations applications
D31	EC agreed to give ADT the Fire monitoring services contract (three years).	Service Contracts
D32	EC agreed to give Maritex the Electrical maintenance contract (three years).	Service Contracts
D33	EC agreed to give O'Neill & Brown the plumbing maintenance contract (three years).	Service Contracts
D33A	EC agreed to give HVAC the mechanical (basement air conditioning) contract.	Service Contracts
D34	Agreed to purchase 100m2 of spare carpet tiles under next financial year's budget and work with JWLand to possibly share the cost.	Management
MEETING 7 DECEMBER 2020		
D35	EC requests that the Building Link invoice be issue quarterly.	Service Contracts

D36	Agreed to take proposed budget to the AGM.	Financial matters
D37	Gong Cha: EC rejected application to have external signage on the column on common property.	Alterations applications
D38	Unit 225 (The Mark): EC rejected application for a non-retractable awning	Alterations applications
D39	Chapter 4 (G09): EC approved application to add a store sign on the inside of the glass	Alterations applications
D40	Unit G01 (Provenance): EC reject application to cover the entire fence in mesh. However, unit can proceed with alteration to gate in line with G03, G04 and G05.	Alterations applications
D41	Unit G20 (Provenance): EC rejected application to have screening along fence. However, unit can proceed with alteration to gate in line with G03, G04 and G05.	Alterations applications
D42	Approve proposed rates and schedule in Insurance Valuation Report.	Financial matters
D43	Proposed rule change about smoking on common property to be tabled at the next AGM.	OC Rules
D44	Pet issue with Unit 534 (The Mark) - send another formal letter by registered post.	Pets
D45	Window cleaning - include quoted amount in proposed budget, but put contract on hold until construction sites nearby are in a more final state.	Service Contracts
D46	Access to The Mark – EC agreed to have the doors locked at all times, with a sign to be erected on the doors for Australia Post deliveries to be made by calling the Building Manager.	Building access
D47	Downlights - EC agreed expenditure of \$286 to facilitate this.	Building management
MEETING 12 JANUARY 2021		
D48	EC agreed to proceed with the quote from Access and Intercom as was considered competitive CCTV (10 cameras).	Management
D49	G01: Approval granted to cover the entire fence in mesh (same material that was approved for use behind gates of G03, G04 and G05).	Alterations applications
D50	G20: Application rejected to temporarily cover part of the fence with plastic plant-looking screening.	Alterations applications



ACT PROPERTY INSPECTIONS

(02) 6232 4540

PO Box 576, Erindale Centre ACT 2903

info@actpropertyinspections.com.au

www.actpropertyinspections.com.au

ABN: 33 600 397 466



904/45 Ainslie Avenue, Braddon ACT 2612

Report prepared: Thursday, 17 September 2020

Energy Efficiency Rating

Insurance Certificates

Tax Invoice

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24

SCORE: 28 POINTS

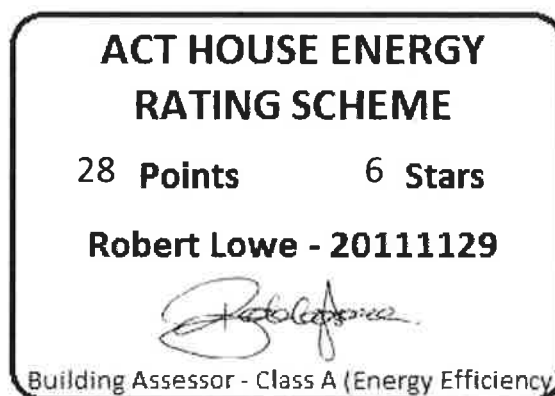
Name: McShane

Ref No: 35005

House Title: Unit 183 (Door 904) Block 1 Section 62 BRADDON

Date: 17-09-2020

Address: 904/45 Ainslie Avenue, Braddon ACT 2612



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	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	28											
Potential	28											

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

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	28	★★★★★★
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Largest windows in the dwelling;

Direction : NNW

Area : 27 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North West	23	★★★★★★
2. North	32	★★★★★★
3. North East	13	★★★★★☆
4. East	3	★★★★☆
5. South East	-1	★★★★☆
6. South	2	★★★★☆
7. South West	4	★★★★☆
8. West	13	★★★★★☆

FirstRate Mode

Climate: 24

RATING SUMMARY for: Unit 183 (Door 904) Block 1 Section 62 BRADDON, 904/45 Ainslie Avenue, Braddon ACT 2612,

Assessor's Name:

Net Conditioned Floor Area: 77.0 m²

Net Conditioned Floor Area: 77.0 m²				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area: 117		Insulation: -103				
WALL				9	-2	6
Surface Area: 5		Insulation: 3		Mass: -2		
FLOOR				21	-5	16
Surface Area: 17		Insulation: -4		Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 49 %				
Exhaust Fans 32 %		Doors 0 %				
Down Lights 0 %		Gaps (around frames) 19 %				
DESIGN FEATURES				0	0	0
Cross Ventilation 0						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				17	-54	-37
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	24	31%	-41	33	-10	-19
NNW	27	35%	-43	69	-44	-18
Total	51	66%	-85	102	-54	-37

* 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 43 points

	Winter	Summer	Total
RATING ★★★★★★	SCORE 68	-62	28*

* includes 22 points from Area Adjustment

Detailed House Data

House Details

ClientName McShane
HouseTitle Unit 183 (Door 904) Block 1 Section 62
StreetAddress BRADDON 904/45 Ainslie Avenue, Braddon
FileCreated ACT 2612 17-09-2020

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	29.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	40.0m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	11.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	20.5m	2.7m
2	Weatherboard	No	R0.5	4.8m	2.7m
3	Weatherboard	Yes	R0.0	14.5m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	80.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	2.6m	3.4m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	NNW	2.6m	3.5m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NNW	2.6m	3.5m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	ENE	2.6m	9.2m	No	DG2	ALIMPR	OW	No	2.0m	2.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
4	ENE	2.6m	9.2m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes



Insurance Certificate & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

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
Building Surveying including Certification

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2020
To: 4.00pm on 30/03/2021

POLICY CLASS: Pest Controllers Combined Liability.

SUMS INSURED: **Section A: Broadform Liability**

Limit of Liability: \$10,000,000 any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs.

Section B: Professional Indemnity

Limit of Liability: \$1,000,000 any one claim, or loss, including defence costs, and \$2,000,000 in the aggregate in respect of all claims, or losses, including defence costs.

Endorsement Noting Landlord

Long Term Investments Pty Ltd is hereby noted as the landlord in respect to the premises tenanted by the Insured at Areas G2 & G3 on sub-lease plan Number 8515, forming part of Block 19 Section 27 Division of Phillip.

We agree to indemnify the landlord in respect of liability for Personal Injury or Property Damage arising from the negligence of the Insured resulting directly from the tenancy of the premises by the Insured, but subject always to the terms, conditions and exclusions of the policy.

Date Issued: 27/3/2020

QBE Insurance (Australia) Limited ABN 78003 191 035. AFS Licence No. 239545
Postal address: GPO Box 705 Brisbane Qld 4001



TAX INVOICE

Craig McShane
904/45 Ainslie Avenue
BRADDON ACT 2612

Invoice Date
14 Sep 2020

Invoice Number
INV-35005

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
PO Box 576
ERINDALE CENTRE ACT 2903
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	285.45	10%	285.45
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	36.00	GST Free	36.00
			Subtotal	321.45
			TOTAL GST 10%	28.55
			TOTAL AUD	350.00

Due Date: 21 Sep 2020

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now*
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

**Results of 2005 Asbestos Survey of over 600 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.*

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

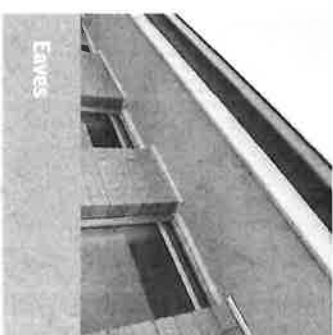
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

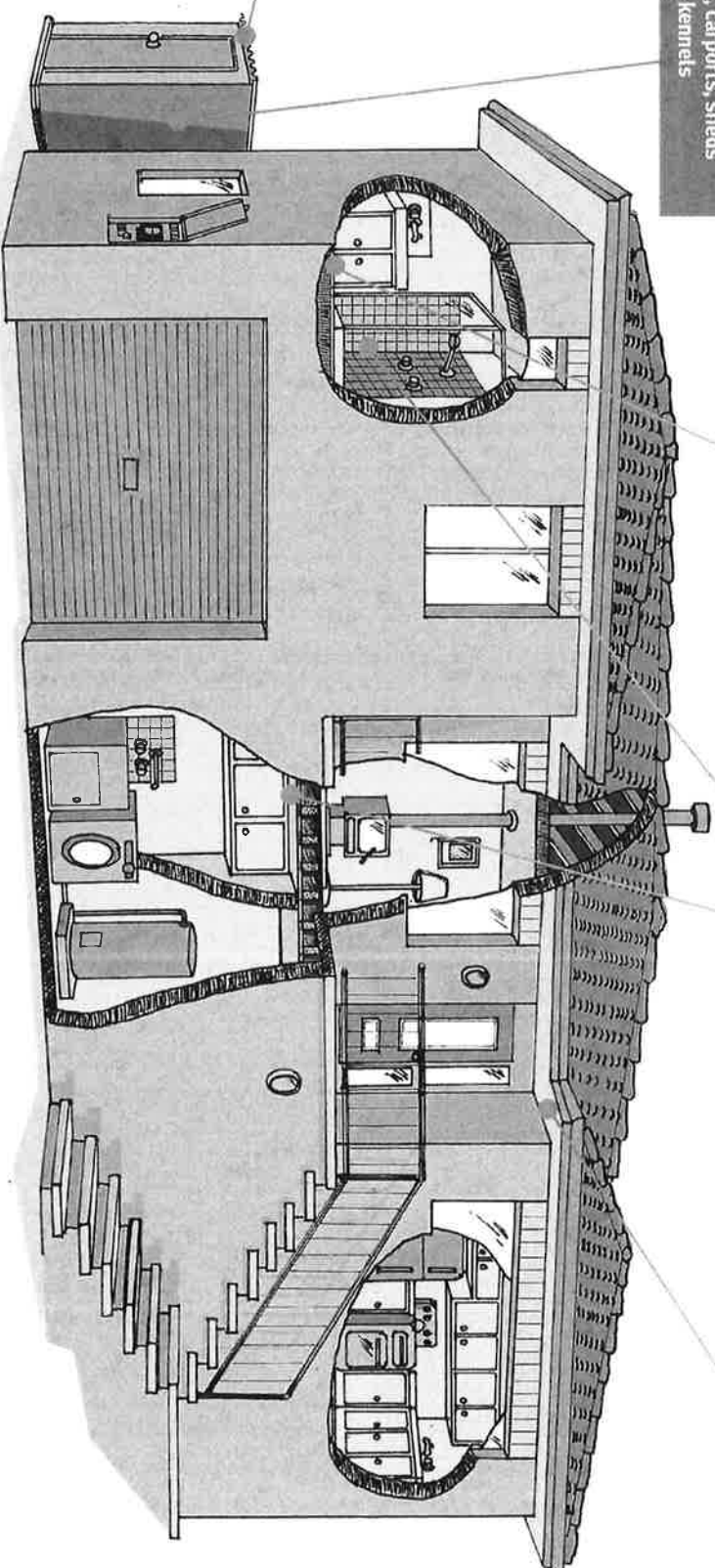
Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



Asbestos Awareness.

Helping everyone breathe easier.



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 Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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;

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;

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

Planning Act means the *Planning and Development Act 2007* (ACT);

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
 - 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),
 and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

- 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 Subject to clause 8.2:

- 8.1.1 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; and

- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

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. Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

- 13.1.1 the Lease does not contain a Building and Development Provision; or
- 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
- 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

- 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, 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.

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
 - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
 - 16.1.2 if the error is not corrected before Completion:
 - (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
 - (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
 - 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and

- (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
 - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
 - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
 - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 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.

* Alter as necessary
** Alter as necessary

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 of %* per annum 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 of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

- 24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

* Insert percentage

- 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 by delivering 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 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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

27. Unit title

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

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not

destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Section 119 Certificate

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

37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
 - 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
 - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
 - 37.9.1 the Default Rules;
 - 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
 - (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - (b) any personal or business relationship between the Developer and another party to the contract;
 - 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
 - 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
 - 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
 - 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

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

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
 - 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
 - 39.2.1 tell the Seller:
 - (a) about the breach; and
 - (b) that the Buyer will complete this Contract; and
 - 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
 - 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 39.3.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

- 42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
 - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;
- Relevant Price** means the higher of:
- the Price (including GST); and
 - the market value of the CGT Assets sold under this Contract;
- as at the Date of this Contract;
- Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;
- Withholding Amount** means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and
- Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.
- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
 - 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
 - 51.4.2 the Buyer must:
 - (a) lodge a purchaser payment notification form with the ATO; and
 - (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
 - no later than 5 days before the Date for Completion;
 - 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
 - 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
 - 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
 - 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

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

52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
 - 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
 - 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
 - 52.5.1 not paid on time and in accordance with clause 52.3; or
 - 52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

* Alter as necessary

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed **RW Amount** details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.