

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

Land	The unexpired term of the Lease	Unit 22	UP No. 3593	Block 1	Section 41-42	Division/District BARTON
	and known as 14/1 Sydney Avenue, Barton					
Seller	Full name	Prasanthi Medical Services Pty Ltd				
	ACN/ABN	135 528 175				
	Address	62 Monaro Crescent, Red Hill, ACT 2603				
Seller Solicitor	Firm	GATEWAY LEGAL SERVICE				
	Email	kkp@gatewaylegal.com.au				
	Phone	02 6296 2955	Ref	CKP:21019174		
	DX/Address	L2, 28 University Ave, GPO Box 1272, Canberra City ACT 2601				
Stakeholder	Name	Buckley and Holland Property Sales Pty Ltd t/a RE / MAX Capital – Trust Ac				
Seller Agent	Firm	Buckley and Holland Property Sales Pty Ltd t/a RE / MAX Capital				
	Email	john@remaxcapital.com.au				
	Phone	0429 843 777	Ref	John Buckley		
	DX/Address	31 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 and				
Goods	Description	All fixed floor coverings, light fittings, window treatments, dishwasher and rangehood, as inspected.				
Date for Registration of Units Plan		N/A				
Date for Completion		Within 30 days of the date of this Contract				
Electronic Transaction?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA		
Land Tax to be adjusted?		<input type="checkbox"/> No <input type="checkbox"/> Yes				
Residential Withholding Tax		New residential premises?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
		Potential residential land?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
		Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>(insert details on p.3)</small>	
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00?			<input type="checkbox"/> No <input type="checkbox"/> Yes	
		Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No <input type="checkbox"/> Yes	
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price				(GST inclusive unless otherwise specified)	
	Less deposit				(10% of Price)	<input type="checkbox"/> Deposit by Instalments
	Balance				(clause 52 applies)	
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:		
Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Section 119 Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance minutes with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00 (GST inclusive)

Tenancy Summary

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

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

Name	Refer s119 Certificate	Phone	
Address			

Certificate under section 17 of the *Civil Law (Sale of Residential Property) Act 2003*

of certify as follows:

- 1 I am a lawyer as defined in the *Legislation Act 2001*.
- 2 I am giving this certificate in accordance with section 17 of the *Civil Law (Sale of Residential Property) Act 2003* in respect of a contract for the sale of residential property known as 14/1 Sydney Avenue, Barton, Australian Capital Territory 2600

from Prasanthi Medical Services Pty Ltd

to

so that there is no cooling off period in respect of the contract.
- 3 I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.
- 4 This certificate is given under Section 13 of the *Civil Law (Sale of Residential Property) Act 2003*.
- 5 I have explained to the buyer:
 - (a) the nature of this certificate;
 - (b) the effect of giving this certificate to the seller is that there is no cooling off period in respect of the contract.

Dated:

.....
Signature

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

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

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

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

“TA Act” means the Taxation Administration Act 1953.

All terms used in these special conditions and defined in the Printed Terms take their meaning from the Printed Terms.

2. ASBESTOS

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

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

3. REQUIRED DOCUMENTS AND NO CLAIM BY BUYER

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

4. CONDITION OF PROPERTY AND UNAPPROVED STRUCTURES

a) The Buyer acknowledges that he/she has, in entering into this contract, not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on the Seller’s behalf in respect of the subject matter of this contract other than those expressly contained herein.

b) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation.

c) The Buyer acknowledges that the Seller makes no warranty as to the status of any contamination that may or may not be present on the Property including the soil, ground water or substrata. The Buyer relies on its own enquiries with regard to any contamination on the Property. The Buyer must not Raise Issue with regard to any contamination which may or may not be present on the Property

d) The Buyer acknowledges that the Seller has disclosed unapproved structures if any on the land and that unless otherwise provided in this contract the Buyer is not entitled to raise any issue and or require the Seller to obtain any relevant approvals for the unapproved structures.

5. DEATH OR BANKRUPTCY

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

a) dies or becomes mentally ill; or

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

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

6. WATER METER READING

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

7. BUYER PAYS FOR REPORTS

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

8. INCONSISTENCIES

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

9. DEPOSIT BY BOND/GUARANTEE

9.1 "Bond" means an original deposit bond or bank guarantee from an issuer, with an expiry date and for an amount each in form and substance satisfactory to the Seller.

9.2 The Buyer may pay the Deposit in an amount equal to 10% of the Price by delivery of a Bond to the Seller's solicitor at or before the making of this Contract and this time is essential.

9.3 Clause 52 of the Contract is amended as follows:

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

9.3.2 Insert the words 'or' after 'on first presentation,' in clause 52.5.2;

9.3.3 Insert a new clause 53.5.3 as follows:

"52.5.3 paid by DEFT Auction Pay but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5.00pm on the third business day following the date of this Contract"

9.4 If the First Instalment of the Deposit is paid by DEFT Auction Pay and at any time:

9.4.1 prior to Completion, there is any reversal of any amount paid by this method such that it effectively becomes unpaid. Then the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer and clause 19 applies. If the Seller does not terminate this contract in accordance with this clause, then this Contract remains on foot, subject to this clause, until either the Seller terminates the Contract pursuant to this clause, or waives the benefit of this clause in writing;

9.4.2 following Completion and prior to the Stakeholder releasing the First Instalment of the Deposit to the Seller (or as the Seller directs), then the amount of the First Instalment of the Deposit is a debt immediately due and owing by the Buyer to the Seller together with interest at 15% per annum with interest to be calculated from and including the date of Completion to and including the date upon which the amount equivalent to the First Instalment of the Deposit (together with all interest owing thereon) is paid to the Seller by way of a bank cheque.

9.5 The Bond must show the Seller as the beneficiary of the Bond

9.6 If the Bond has an expiry date and Completion does not occur by the date which is 14 days before the expiry date, the Buyer must serve a replacement Bond at least 7 days before the expiry date and the time for service is essential. If the Buyer fails to comply with this sub clause 4 the Seller will be entitled to terminate this Contract pursuant to clause 19.1 of the Printed Terms.

9.7 The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on the Date for Completion of this Contract, on expiry of the Bond or at such other time as may be provided for the Deposit to be accounted for to the Seller.

9.8 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or

9.8.1 the Buyer fails to comply with sub clause 4 of this special condition; or

9.8.2 In the Seller's opinion the provider of the bond is unable to pay the amount referred to in the bond

then to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit, or so much of it as has not been paid, to the Stakeholder and this time is essential.

9.9 If the provider of the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:

9.9.1 providing a replacement Bond by another bond provider satisfactory to the Seller; or

9.9.2 payment of the Deposit to the Stakeholder by unendorsed bank cheque

and this sub clause 9 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this sub clause 9 is an essential condition of this Contract.

10. DIRECTOR'S GUARANTEE

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

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

2. In consideration of the Seller entering into this Contract at my request, I/we agree to guarantee to the Seller:

(a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and

(b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.

3. This is a continuing guarantee and binds me/us notwithstanding:

(a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Director's;

(b) any indulgence, waiver or extension of time by the Seller to the Buyer or me/us or to the Buyer's Directors; and

(c) Completion of this Contract.

4. In the event of any breach by the Buyer covered by 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 proceeding 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.

Dated this day of 20

Signed sealed and delivered by

in the presence of:

Signature/s

Capacity

Signature of Witness

Name of Witness in full

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

11. NON-MERGER OF MONEYS DUE

The Buyer's obligations to pay any money under this Contract do not merge on Completion.

12. ADJUSTMENTS

If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the adjustment of all Land Charges as detailed in Clause 8.1.1 of the General Conditions will be made from the Date for Completion and not the date of actual Completion.

13. KEYS

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

14. ERROR ADJUSTMENT

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

15. AMENDMENT TO PRINTED TERMS

15.1 Clause 22.1.1 is completed by inserting "0"

15.2 Clause 22.1.2 is completed by inserting "10"

15.3 Clause 52.6 is amended by striking through "14" and inserting "7"

16. Electronic Transactions

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

1.1 Each party consents to:

- (a) The electronic signing of this Contract;
- (b) The electronic exchange of this Contract; and
- (c) Notices being served or received under this Contract electronically, including by email.

1.2 The parties warrant that:

- (a) The electronically signed and exchanged Contract; and
- (b) If reasonably required by any party, a print out 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.

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 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.

SHUTDOWN PERIOD CONDITIONS

1. SHUTDOWN PERIOD

1.1 Definitions

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

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

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

WHO means the World Health Organisation.

1.2 Shutdown Period

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

1.2.1 when any of the following is closed:

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

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

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

2. NOTICE OF CLOSURE

2.1 Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

2.2 Either party may notify the other party of the end of the Shutdown Period.

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

3. COMPLETION EXTENDED

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 5th Business Day after the date of notification of the end of the Shutdown Period.

4. EXTENSION OF NOTICE TO COMPLETE

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 5th Business Day after the date of notification of the end of the Shutdown Period.

5. EXTENSION OF OTHER NOTICE

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the 5th Business Day after the date of notification of the end of the Shutdown Period.

6. PAYMENT OF DAMAGES

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

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Barton Section 41 Block 1 on Deposited Plan 10758 with 92 units on Unit Plan 3593

Unit 22 (Class A) entitlement 108 of 10000, 4 subsidiaries

Barton Section 42 Block 1 on Deposited Plan 10758 with 92 units on Unit Plan 3593

Unit 22 (Class A) entitlement 108 of 10000, 4 subsidiaries

Lease commenced on 23/03/2011, terminating on 10/04/2102

Proprietor

Prasanthi Medical Services Pty Limited

28 Dash Crescent Fadden ACT 2904

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
04/05/2011	1738391	Mortgage to Australia and New Zealand Banking Group Limited

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201019106	Development Application	11/11/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/12/2010

Description

LEASE VARIATION. Variation to lease purpose clause to add car park



ACT
Government

Product	Title Details
Date/Time	18/12/2023 10:25AM
Customer Reference	21019174
Order ID	20231218000317
Cost	\$33.00

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Barton Section 42 Block 1 on Deposited Plan 10758 with 92 units on Unit Plan 3593

Barton Section 41 Block 1 on Deposited Plan 10758 with 92 units on Unit Plan 3593

Lease commenced on 23/03/2011, terminating on 10/04/2102

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3593

C/- Grady Strata & Facilities, PO Box 3197 Manuka ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
01/09/2014	1934028	Application to Note Special Resolution
15/06/2023	3249220	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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201019106	Development Application	11/11/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/12/2010

Description

LEASE VARIATION. Variation to lease purpose clause to add car park

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201120704	Development Application	18/11/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/02/2012

Description

MULTI DWELLING - ADDITIONS - UNIT 13. Construction of a new sun deck to existing terrace and a shade structure to unit 13.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201120699	Development Application	18/11/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/02/2012

Description

MIXED USE - ADDITION -UNIT 2. Proposed addition of a sundeck.



Access Canberra.



SR53249220

05/06/2023 10:59:48 Eiri P

3249220


Land Titles Act 1925

094 - SR

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
capital settlement services	gemy@settlementservices.com.au	0418 662 109	Grady

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1960:40	BARTON	4142	1	3593

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House Rules	19 th April 2023

SUPPORTING DOCUMENTATION (Please select appropriate item - Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Sealed copy of Alternate Rules <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

A

~~*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 law and any Prescribed Requirement.

Signed By: ^{LEA} Cara Grady

<Name of certifying party>

<Capacity of certifying party>

STRATA MANAGER

for: <Company name> Grady Strata and Facilities

on behalf of the Registered Proprietor/Managing Agent

WITNESSED: *Mr. Gerard Egan*

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	15/06/2023

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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 3593

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 19/4/23

Tick applicable box, or both boxes if applicable:

 Regularly convened

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

 **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

A4 Owners corporation declaration

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



..... 19/4/23

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 ***What is a reduced quorum decision?***

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**Annual General Meeting
'ONESydney'
1-5 Sydney Avenue, Barton**

Note: Minutes are 'draft' and subject to minor change until adopted at the next Annual General Meeting.

Held at The National Press Club, 16 National Circuit, Barton, ACT on the 19th of April 2023 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 41/5, 30/1, 27/5, 4/3, 11/1, 5/5, 21/5, 40/5, 17/5, 1/5, 11/1, 35/5, 19/1, 34/5, 7/1, 13/1, 26/1.

Absentee Voting Forms: Units: 23/1, 17/1 & Lots 91 & 92

Proxy Forms: Unit 2/1 IFO The Chairperson

Helen Milne assumed the position of Chair as the Chair of the outgoing Executive Committee and welcomed members to the meeting.

Mr Michael Grady of Grady Strata & Facilities introduced the team from Grady Strata & Facilities and outlined the process for discussion and voting during the meeting.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the 2022 AGM Minutes as provided."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS 2022/23

Amended Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 31 March 2023, subject to entry to a journal to shift an insurance payment for insurance for 2023-2024 from the 2022/23 financial year to the current financial year."*

The meeting noted that the financial liability for the insurance premium had been paid in the financial year ended 31 March 2023, however should have been entered during the current financial year and an amendment to the financial papers would be required.

Motion Carried



SINKING FUND PLAN

ITEM 3 – SINKING FUND PLAN UPDATE

Motion 3: *“That the Owners Corporation adopt QS Solutions Sinking Fund Plan as provided with the 2023 Annual General Meeting Package.”*

The meeting noted that an updated Sinking Fund Forecast was sought during the 2022/23 financial year, with detailed review undertaken by Grady Strata and the Executive Committee.

The meeting noted that the Sinking Fund Plan now included funding for a number of items that were either excluded in the prior plan, or previously projected to require replacement at a much later date than is currently anticipated based on the condition of the site. These items include lift replacement, rooftop waterproofing, Level 3 courtyard waterproofing, rendered slab edge repairs, balcony overhauls and replacement of inaccessible window seals, planning works for gas hot water changeover to electric and Electric Vehicle (EV) charging facility installations.

The meeting noted advice from Michael Grady of Grady Strata & Facilities that the ACT Fire Brigade is presently concerned about the risk of electric vehicle fires, especially in relation to how difficult these fires are to extinguish, and agreed to defer EV charging considerations until ACT Fire & Rescue’s concerns were appropriately detailed.

The meeting noted that the Sinking Fund Plan currently includes replacement of the new (18-month-old) carpet in the corridors due to the noticeable soiling occurring on that carpet. The meeting agreed to defer this replacement for 12 months, with trial options of mat inserts outside the lifts on Level 3 to be investigated before a plan is brought back to the 2023 Annual General Meeting. The meeting further agreed to pursue the installer for issues resulting from poor installation in some corridors.

2023/24 BUDGET

ITEM 4 - 2023/2024 BUDGET

Motion 4: *“That the Owners Corporation adopts an administrative budget of \$377,671.12 (Plus GST) and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

The meeting noted advice from the Strata Manager that the increase in levies proposed in the Administrative Fund were resultant from highly increased insurance excesses for the property, which have been indicated by the broker as the result of the quantum of claims due to two hail storms and leaks from unit-owned plumbing assets.

Motion Carried

Amended Motion 5: *“That the Owners Corporation adopts a Sinking Fund levy of \$293,026 (Plus GST) and a Sinking Fund expenditure budget of \$690,892 (Plus GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

The meeting noted an amendment was required to the original proposed budget due to the 1-year delay in carpet replacement, resulting in a saving of \$7,280 (ex. GST) to the Sinking Fund Plan for this year.

Motion Carried

ITEM 5 – COMMERCIAL BUDGET

Motion 6: *“That the Owners Corporation adopts a commercial administrative expenditure budget of \$82,798.05 (Plus GST) and that a contribution of \$74,758.25 (Plus GST) be determined to the Commercial Administration Fund, with this amount to be contributed by only owners of Lots 1-8 in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

Motion Carried By Special Resolution

ITEM 6 – RESIDENTIAL BUDGET

Motion 7: *“That the Owners Corporation adopts a residential administrative expenditure budget of \$75,058.08 (Plus GST) and that a contribution of \$76,437.42 (ex. GST) be determined to the Residential Administration Fund, with this amount to be contributed by only owners of Lots 9 - 71 in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

Motion Carried By Special Resolution

INSURANCE

ITEM 7 – POLICY NOTATION AND RENEWAL

Motion 8: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 3593 in accordance with the attached Certificate of Currency provided by SUU Insurance and agree for the policy to be adjusted on renewal in consultation with the EC at the next renewal.”*

The meeting noted that the buildings sum insured was adjusted during the prior insurance renewal following receipt of a much-increased insurance replacement cost valuation from QS Solutions. The sum insured has been increased from \$69,364,082 to \$101,505,000 in line with the new valuation.

Motion Carried

ITEM 8 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that the claims resultant from two separate hail events damaging insured property are likely to be closed within the next 3 weeks, with Bay Building assigned by the insurer to rectify some poor workmanship from the prior claim under the direction of Wise Choice alongside repairs to a second set of damage to rooftop air-conditioning units.

The meeting noted that additional claims have been lodged over the last 12 months, both with an anticipated cost of approximately \$100,000 for repairs by the insurer, resultant from leaks from plumbing assets located in units which are not Common Property. The meeting noted that the common failure point were the original fridge connection valves located in a number, but not all, apartments.

The meeting noted that the Executive Committee had arranged plumbing inspections to identify and cap unused fridge valves, along with an opt-in service for a more detailed inspection of other plumbing assets, however not all owners provided access to their apartments for these inspections. The meeting agreed that the Owners Corporation should arrange annual inspections of in-unit plumbing assets to address this ongoing risk, with a Rule to be implemented allowing access to be forced to units who do not provide access of their own volition.

New Motion 9: *“That the Owners Corporation agree to create an additional alternative Rule 30 as follows:*

30. Risk Management & Access

(1) To remediate risks related to leaks between units, Owners are required to provide access to their units on an annual basis upon request by the Owners Corporation for the purposes of inspecting various plumbing assets within any unit on the plan.”

Motion Carried By Special Resolution

ELECTION OF EXECUTIVE COMMITTEE

ITEM 9 – EXECUTIVE COMMITTEE ELECTION

Motion 9: *“That the Owners Corporation agree to appoint Helen Milne, Zeynep Yesilyurt, Mark Painting, Emilia Atmanagara and Justin Wasserman to stand as EC members until the next AGM”*

Motion Carried

AUTHORISATIONS/DELEGATIONS/APPOINTMENTS

ITEM 10 - DELEGATIONS

The meeting noted that the only delegations in force are under contract between Grady Strata and the Owners Corporation. A copy of this contract is available upon request.

BUILDING MAINTENANCE

ITEM 11 – STRUCTURAL DEFECTS

The meeting noted that there are no known structural defects at the property at this time.

ITEM 12 – MAINTENANCE PLAN

The meeting noted that a Maintenance Plan presently exists for the property, which sits alongside an annual programmed maintenance register maintained by Grady Strata. A new maintenance plan will be drafted over the next 12 months for presentation to the Owners Corporation at the next Annual General Meeting.

ITEM 13 – FIRE SAFETY REVIEW

The meeting noted that there are two sections of cladding, one on the underside of the 5 Sydney Avenue awning and the other on the underside of the 3 Sydney Avenue awning which have not been tested for flammability and have not yet been replaced, however these will be replaced over the next 12 months without flammability testing due to their small surface areas, the low cost of replacement and the high cost of testing. All other aluminium cladding affixed to the property was replaced under the 2020 hail damage claim.

The meeting noted that the fire suppression assets within the common property are maintained by Form1 Fire in accordance with the relevant Australian Standards. Owners are reminded to arrange regular checks of their internal central smoke alarms.

ITEM 14 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting requested that the Executive Committee draft an information booklet for new owners to the building, which should include information on how to isolate power and water, items that should be regularly maintained within units, how the building functions generally and who to contact.

The meeting noted advice provided by Drips & Drains Plumbing that there is a device that may be placed on the incoming water pipes in units that will detect leaks in the system and isolate the water if there is an ongoing leak. This device will be investigated further and advice provided to Owners once available.

The meeting noted that there has been an issue with ants around the property, however this was being addressed with Rentokil as the pest control provider responsible for control of pests around the building.

The meeting thanked the outgoing Executive Committee for the installation of lights above storage cages in the basement during 2022, which are most helpful.

GENERAL BUSINESS

ITEM 15 – ANY OTHER ITEMS

Nil.

Meeting closed at 7:45pm.



ACT
Government

Justice and Community Safety

OFFICE OF REG
ACT Justice and Community



SR\$1934028

28/09/2014 13:50:59 CROWG

1934028

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
REINQ 4 HOVMP The Owners Units Plan 3593 CORPORATE FACILITIES	C/- Rains & Home Corporate Facilities, Po Box 3537, Manuka, ACT, 2603	0262956888

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1960:40 1956:77	BARTON	42, 41	1, 1	3593

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

Complete overhaul of rules. Please see attached minutes and rules in full.

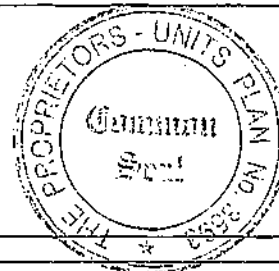
SUPPORTING DOCUMENTATION

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

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution/Motion
- Other (specify) - Attached Rules.

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature <i>Helen Milne</i>	Signature <i>E King</i>
Full Name (Block Letters) HELEN COLINA MILNE	Full Name (Block Letters) ELIZABETH KING
Address 13/1 Sydney Av, BARTON ACT 2600	Address 37/1 SYDNEY AVE. BARTON.
Office Held Secretary UP 3593	Office Held Member Ex. Com. UP 3593 MH MH

OFFICE USE ONLY

Lodged by <i>h</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by <i>Sandra</i>		
Registered by <i>Sandra</i>	Registration Date	- 1 SEP 2014

MINUTES OF THE ANNUAL GENERAL MEETING 2014

'ONE Sydney'

Held On:

Tuesday, 13 May 2014

5:30pm

Location:

The Brassey

Belmore Garden

Barton, ACT, 2600



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS – UNITS PLAN 3593 HELD ON WEDNESDAY 13 MAY 2014 AT THE BRASSEY – BELMORE GARDENS

As a standard quorum was not present the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles (Management) Act 2011.

PRESENT: C Rodriguez (Lot 31), E & S McDonald (Lot 49), S Wade (Lot 83, 91, 92), O Bajanova (Lot 52), R Pennington (Lot 51), S Maiuto (Lot 54), R Lee (Lot 12), Attilah Holdings Pty Ltd (Lot 80)
David Grady, Mark Terracini and Michael Grady (Raine & Horne Corporate Facilities Representatives)
PROXIES: D Haining (Lot 50), E & S McDonald (Lot 21), R Lee (Lot 78, 23, 67, 73)
ABSENTEE VOTES: Lot 23, Lot 67 and Lot 73

1. Chairman's Welcome

Mr Rob Lee was elected chairman for the meeting.

2. Proxy and Absentee Votes

The managing agent announced the proxy and absentee votes received. Apologies were received from Helen Milne, Delmata Consulting and R & L Davenport.

3. Approval of Minutes of 2013 AGM

MOTION 1

MOTION 1: "That the minutes of the 2013 Annual General Meeting be adopted."

The minutes were amended to read under point 9 motion 6 \$388,000 rather than \$38,000 as presented.

MOTION CARRIED

4. Approval of financial statements 2013/2014

MOTION 2

MOTION 2: "That the financial statements for the 2013/14 financial year as presented be accepted."

MOTION CARRIED

5. Approval of budget for 2014/2015

MOTION 3, 4, 5, 6, 7, 8

Mr Rob Lee gave an overview of the budget as supplied to all owners prior to this meeting.

MOTION 3: "That the proposed administrative budget of \$328,548 (GST Inclusive) for the 2014/2015 financial year as presented be accepted."

Mr Randall Pennington asked why there was an increase of approximately 12-13%. Mr David Grady stated that 10% of the increase was due to an error in the previous years approved budget at AGM being approved as inclusive of GST when this was supposed to be exclusive of GST.

MOTION CARRIED

MOTION 4: "That the proposed sinking fund budget of \$152,262 (GST Inclusive) for the 2014/2015 financial year as presented be accepted."

Ms Olya Bajanova questioned if the sinking fund plan was inclusive or exclusive of GST. Mr David Grady advised that sinking funds are usually exclusive of GST, however this would be investigated.

MOTION CARRIED



MOTION 5: "That the owners corporation approve up to \$95,000 for the landscaping of areas around 1-5 Sydney Avenue"

Ms Deborah Haining questioned whether permission had been sought for landscaping of areas that are owned by the ACT Government. Mr Rob Lee advised that this advice had been sought and received and that the units plan may landscape these areas.

Ms Deborah Haining questioned if a sub-committee could be formed to seek multiple quotes on the landscaping of common property. Mr Rob Lee advised that quotes had been sought and received and are available to eligible parties who wish to view them.

Questions were raised regarding the irrigation of the garden and the possibility of it connecting to existing plumbing in the building. Mr David Grady advised that a major part of the cost of the gardening quotes was the installation of an irrigation system. Ms Deborah Haining raised issues with the plumbing and soundproofing issues in the building, stating that pipes can be heard in the building when the water runs.

Issues were raised regarding the scope of works and the amount of monies required to undertake these works. It was stated that \$65,000 is the cheapest quote received for the scope and any less works undertaken than this scope would not last the lifetime of the building and would need constant renewal.

Ms Deborah Haining stated her concerns over the dollar value of the proposed motion and concerns over the ability for the Executive Committee to spend this money as they see fit once this motion is passed.

Mr Randall Pennington advised that for a two-bedroom apartment the allocation of the \$95,000 would be approximately \$1000 and around \$800 for a one-bedroom unit.

Issues were raised around the financial implications for residential unit owners due to financial unrest. Issues were also raised regarding timing due to Doma Group currently conducting construction in the area and possible damage to the gardens if undertaken at the current time.

Mr Randall Pennington questioned to what standard the currently desolate patch of land near 1 Sydney Avenue would be restored. Ms Sandra Wade stated that the area would be made good and restored to the condition the land was found in prior to construction beginning.

Mr Rob Lee stated that the landscaping quote would essentially bring 1-5 Sydney Avenue grounds up to the same standard currently present and 7-11 Sydney Avenue and they would look much the same.

Ms Deborah Haining stated that the motion should be amended to include a provision that the money collected not be spent until the Executive Committee reconsider the quotes received. It was also stated that owners should be asked for input prior to the works going ahead. Mr Rob Lee stated that the Executive Committee could take this under advisement, however there was no legal requirement for this to occur.

MOTION CARRIED with 3 opposing votes.

MOTION 6: "That the cost of the building manager of \$48,400 inc GST is split on a 65% commercial and 35% residential basis in line with unit entitlements for the respective properties"

MOTION CARRIED by Unopposed Resolution

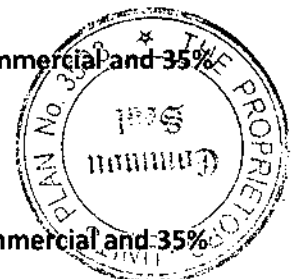
MOTION 7: "That the cost of the building cleaning of \$54,010 inc GST is split on a 65% commercial and 35% residential basis in line with unit entitlements for the respective properties"

Issues were raised around the quality of cleaning in the residential areas. Owners were informed that Raine & Horne Corporate Facilities should be contacted should there be issues present and this would be investigated along with the Executive Committee.

MOTION CARRIED by Unopposed Resolution

MOTION 8: "That the cost of the lift maintenance of \$16,940 inc GST is split on a 66.7% residential and 33.3% commercial basis in line with unit entitlements for the respective properties"

MOTION CARRIED by Unopposed Resolution



6. Approval to increase interest rate.

MOTION 9

MOTION 9: "That the interest rate on overdue levies be increased from ten percent (10%) to twenty percent (20%) per annum in accordance with Section 94 of the Unit Titles (Management) Act 2011"

It was told that this interest rate is for owners who are late in paying their levies and would help to reduce outstanding arrears.

MOTION CARRIED

8. Amend Rules

MOTION 10

MOTION 10: "That the draft rules be accepted as presented."

Ms Deborah Haining expressed that House Rules may need to be drawn up to distribute to all tenants so each person in the building understands the constraints of living in a strata complex.

Ms Cristina Rodriguez asked what steps were taken to reduce levels of noise in the building. The managing agent advised that it was best to contact Raine & Horne Corporate Facilities on each occasion and rule breach notices would be issued on occasions where the breaching unit can be identified.

Mr Rob Lee advised that there was only so much power an Executive Committee held in relation to enforcement of rules regarding noise.

It was noted that any additions to the rules, which owners would like to see, should be passed to the Executive Committee through the managing agent.

Ms Deborah Haining stated that owners should also be given a document which informs them how to make a complaint to the strata manager or the executive committee.

MOTION CARRIED BY SPECIAL RESOLUTION

9. Add Rule 23 – Serviced Apartments

MOTION 11: "That new rule 28: 'No serviced apartments are permitted to operate within Units Plan 3593' be added"

Mr Rob Lee stated that this rule is proposed as the building is not designed for the type of traffic which a hotel usually receives. Mr Rob Lee also stated that arguments against this motion had also been received prior to the meeting via email regarding the legality of this motion.

It was stated that there were anywhere between 6 and 12 short-term rentals in the complex.

Issues were raised regarding Air B&B and the wear on the building if many owners decided to put this in place in their apartments.

MOTION CARRIED

10. Appointment of Executive Committee

MOTION 12: "That the owners corporation elect Rob Lee, Helen Milne, Sandra Wade, Liz King, Randall Pennington, Cristina Rodriguez and Olya Bajanova to stand as executive committee members until the next Annual General Meeting"

It was asked if proxy holders were able to elect to the executive committee. Mr Rob Lee advised that this was not possible unless the unit was owned by a company and had an appointed representative.

Ms Deborah Haining stated that there seemed to be a lack of communication to owners within the building. Mr Rob Lee stated that the owners corporation employ a strata manager and building manager only part-time and more money would need to be spent to bolster communication to a higher level.

Mr Rob Lee stated that the Raine & Horne website would help alleviate many of these issues as much of this would be accessed electronically for owners who are interested.

MOTION CARRIED



12. General Business

Miss Cristina Rodriguez questioned when the window cleaning would be undertaken. It was advised that there is allowance for this within the budget; however this had not been undertaken to date due to works still taking place around the precinct.

It was noted that cleaning of inaccessible windows would be undertaken as soon as possible at the advisement of the Executive Committee.

MOTION 12: "That the owners corporation review the Sinking Fund forecast during the next financial year"

Ms Olya Bajanova stated that a review should be undertaken to ascertain whether the current collections were correct and adequate. It was stated that the sinking fund was currently only 2 years old and it is best practice to have the plan reviewed every 3-4 years.

Mr David Grady advised that it would cost approximately \$3,000 to employ a contractor to renew the sinking fund plan.

MOTION LOST

The EC undertook to review the sinking fund plan internally during the year.

The possibility of auditing the Units Plan accounts was put forward to the meeting. The chair stated that it was probably best to take this to the next Annual General Meeting and build the proposition into the budget for vote.

MOTION 13: "That the owners corporation strike levies quarterly against the approved budget for the periods beginning 22nd of March, June, September and December"

MOTION CARRIED

The managing agent gave an update on the current alleged defect works and stated that there were approximately 10 outstanding issues which were minor in nature and currently being dealt with.

MOTION 14: "That the executive committee is required to distribute the gardening quote and plan to all owners for comment prior to commencing works"

MOTION CARRIED

A vote of thanks was given to the Executive Committee for their work during the year.

21. Close of meeting

There being no further business the meeting closed at 7:42PM



Unit Plan 3593 - Rules

Note The owners corporation may amend the rules under s 108 of the Unit Titles (Management) Act 2011

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.

Balcony means a platform enclosed by a wall or balustrade on the outside of a building, with access from an upper floor window or door.

Serviced apartment means any apartment being let for less than 28 days.

Garage Entitlement means a unit subsidiary located in the basement of the Units Title Plan.

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the owners corporation by unopposed resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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



5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

8 Noise

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

9 Illegal use of unit

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

10 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).



- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

11 Executive committee membership

- (1) For the executive committee to function appropriately, all committee members must be committed to undertake their responsibility in an active/participatory manner. Further to Section 39 of the Unit Titles (Management) Act 2011:
 - (a) An owner (or their nominated agent) may be appointed to the executive committee by a unanimously supported motion of the current executive committee.
 - (b) An executive committee office holder may be removed from holding office by a unanimously supported motion of the remaining members where said officer holder has failed to comply with their responsibilities outlined under sections 40-43 of the Unit Titles (Management) Act 2011.
 - (c) An executive committee member may be removed from the committee by unanimously supported motion of the remaining members where:
 - i. the member fails to attend 3 or more consecutive committee meetings; or,
 - ii. the member has failed to attend more than 50% of committee meetings in 6 months; or,
 - iii. the member fails to act in accordance with Schedule 1.1 of the Unit Titles (Management) Act 2011 – Executive Committees – code of conduct.

12 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 sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) The seal may be attached to certificates under Section 119 of the Unit Titles (Management) Act 2011 by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.



13 Legal fees

Legal fees incurred by the Owners' Corporation as a result of an owner being found to have infringed these Rules, the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation on a solicitor and client basis in undertaking legal action against the owner.

14 Air conditioning

- (1) The owners of the commercial units will be responsible for the replacement, repair and maintenance of the common air conditioning system that services those units, notwithstanding the fact that any part of the air conditioning plant may be located on the common property.
- (2) The owners of the residential units will be responsible for the replacement, repair and maintenance of their own air conditioning system that services that unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property
- (3) The Owners' Corporation will be responsible for the replacement, repair and maintenance and electricity usage of air-conditioning units servicing common property in levels 1 and 2 of the commercial area (3 Sydney Av).
- (4) The Owners' Corporation will not be responsible to contribute to the replacement, repair and maintenance of either common air conditioning plant referred to in (14)(1) or individual residential units referred to in (14)(2).
- (5) The owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.
- (6) To the extent necessary the owners of residential and commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 14.

15 Protection of lift interiors and common property walls

- (1) The owner, occupier or user of any unit must ensure that the building manager or managing agent is notified one full working day before removalist activity is undertaken. The Owners' Corporation provides protection of lift interiors by way of internal coverings that the building manager will erect to facilitate removal activities into or out of units and through the common property ("a removal").
- (2) Any damage sustained to the common property, including damage to walls, paint work, tiles or glass where such damage is caused by an owner, occupier or user (or their agent or contractor) of a unit, will be repaired at the cost of the respective owner.

16 Balconies

- (1) At all times an owner, occupier or user of a unit must keep their balconies in a neat and tidy condition. Further, a balcony must not be used:



- (d) To hang or dry laundry such that it may be visible by the public (i.e. from the street) or from adjoining properties; and,
 - (e) As an overflow storage area for household items, stacked boxes or furnishings (excluding furnishings and equipment specifically for use on balconies and patios).
- (2) Plants and shrubs that are placed on balconies should be kept watered, neat and tidy at all times.
 - (3) An owner, occupier or user of a unit must not permit any object or substance to be thrown from the balcony.
 - (4) Cleaning of balcony surfaces and external windows should only utilise non-toxic water based cleaning agents and only be conducted on days with little or no wind.

17 Window Treatments

- (1) The owner, occupier or user of a unit must seek permission from the executive committee prior to the installation of window treatments.
- (2) Curtains and blinds should be plain in style and have a neutral white exterior facing finish. Where a film treatment is considered the executive committee will provide permission only where treatments are:
 - (a) plain and neutral in style and colour;
 - (b) non-reflective;
 - (c) fixed within the unit;
- (3) The owner, occupier or user of a unit is not to fit any awnings on the facade of the building or any other common property.

18 Car parking

- (1) All car spaces within the building are private subsidiaries allocated to residential and commercial unit owners. Subject to Rule 19 below, allocated spaces are not available for public and/or visitor parking. Further:
 - (a) Allocated spaces are for vehicles only, including passenger cars, trailers, motor cycles, scooters and bicycles and are not to be used as permanent storage for any other items;
 - (b) All vehicles must be parked wholly within the allocated spaces and are not to protrude into common property or another subsidiary space.
 - (c) Any oil spills or fluid leaks must be removed within a reasonable time frame;
 - (d) All vehicles should be in a serviceable condition.
 - (e) Allocated spaces are not to be marked with anything other than its associated unit (street address) without prior permission of the executive committee.
- (2) All other areas outside allocated subsidiaries within the 3 levels of car parking are common property. No parking will be permitted on these areas without prior approval from the executive committee, managing agent or building manager.



- (a) Cars are not to be washed within in the car park.
 - (b) The car park speed limit is 5 km/h.
 - (c) Pedestrians have right of way at all times.
- (3) Bikes may be stored in the storage cage on ground floor.
 - (4) To allow intermittent cleaning of the car park the owner, occupier or user of a unit must ensure that, where prior notification is provided, vehicles are removed from the car park for the duration of the cleaning period.
 - (5) The owners corporation accepts no responsibility for loss or damage to belongings left on common property, including the aforementioned Basement 1 (B1) and Basement 2 (B2), and Ground (G) floor car parks.
 - (6) The executive committee may remove from the building, without notice and at the owners expense, any vehicle on common property where said vehicle is deemed to be causing a nuisance, inhibiting access to another subsidiary or creating a safety hazard.

19 Car park management agreement

- (1) Hotel Realm Holdings Pty Ltd ACN 104 036 446, subject to a standard resolution is permitted to provide a public paid car parking service within the Ground floor car park. This Service may include the installation of boom gates and sliding gates across the common property to control vehicular access to the associated subsidiaries. This Service will be in accordance with a Car Park Service Agreement and either a supporting owners corporation or executive committee resolution (dependent on the scope of said agreement).
- (2) To the extent necessary the owners of residential and commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable it to exercise its right and comply with its obligations under the Car Park Service Agreement.

20 Signage and Advertising

- (1) All signage, whether temporary or permanent is prohibited from being placed within the common property, on the façade of the building, in windows or on balconies.
- (2) Notwithstanding Rule 20(1) only with the prior consent of the executive committee will an owner or occupier of a commercial unit be permitted to erect permanent signage. Further all signage;
 - (a) must be consistent with existing signage or a signage plan (if such a plan exists),
 - (b) does not detract from the overall look and feel of the precinct.
- (3) Notwithstanding Rule 20(1) only with the prior consent of the executive committee will an owner or occupier of a commercial unit be permitted to erect temporary signage. Further all temporary signage;
 - (a) is of a professional quality;
 - (b) will only be used during business hours;



(c) does not interfere with pedestrian traffic or present a safety or liability hazard; and.

(d) The unit owner or occupier is able to demonstrate they hold appropriate level of public liability insurance.

(4) The executive committee of the owners' corporation may remove, without prior notification, all signage where the conditions in Rule 20(2) and 20(3) are not met.

(5) The owner, occupier or user of a commercial unit will be responsible for the replacement, repair and maintenance of any temporary or permanent signs, notwithstanding the fact that the signs may be located on the common property.

(6) To the extent necessary the owners of the commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 20.

21 Storage cages

- (1) Each unit has an allocated storage space either in the basement or on Level 3, which are either enclosed by walls ("Enclosed Storage Space") or caged ("Storage Cage").
- (2) The storage cages in the basement are not waterproofed. The owners' corporation will not be held responsible for any water damage sustained to the goods, chattels or other property of any owner, occupier or user of a unit, which is kept in a storage cage in the basement.
- (3) Except with the expressed permission of the owners' corporation, an owner, occupier or user of a unit must not use any garage entitlements that are not an enclosed storage space in the basement to store goods, chattels or other property, other than vehicles.
- (4) The owner, occupier or user of a unit must not store their goods, chattels or other property anywhere else in the basement other than in an enclosed storage space or in a storage cage located in the basement.

22 Garbage Chutes

- (1) A garbage chute is located on each residential floor. All garbage must be either disposed of through the chute (within bags) or taken down to the main residential waste room in the ground floor car park.
- (2) Large items, including, but not limited to: pizza boxes, umbrellas, cardboard boxes etc must not be placed in the chute as they may block it. The cost of unblocking the chute will be invoiced to the resident or tenant responsible.
- (3) Recycling must not be left in plastic bags as this will be treated as rubbish.
- (4) Dumping of whitegoods, electrical equipment, or furniture on any common property is not permitted. The units associated with the disposed items will be billed for their removal.



23 Commercial Garbage

A separate garbage room, located on the ground floor, is provided for the exclusive use of commercial units. Commercial unit owners are to use this area only and must arrange for their own garbage removal services.

24 Smoking

- (1) Smoking is not permitted in any common property areas including: foyers, lifts, fire escape stairwells and in front of any external entry door to the building.

25 Subleasing of Car Parks

- (1) An owner is to advise the managing agent of any car park subleases, including basic contract details of the 3rd party.
- (2) The managing agent will arrange for the building manager to modify security access control as appropriate for the respective security token (e.g. proxy card).

26 Fit Out and Renovation Activities

- (1) Where the owner of a unit intends to undertake a fit out or renovation, prior to the commencement of any works, that owner must:
 - (a) Provide a copy of all relevant documentation to the executive committee for approval.
 - (b) Seek the executive committee co-signature, as the party responsible for the building and all common property, on any ACT Development Application before its submission.
- (2) At the completion of any fit out or renovation, the owner must at their own expense:
 - (a) Advise the managing agent of completion and organise a time for review/inspection;
 - (b) Obtain and provide a copy to the managing agent of all relevant certification documentation; and,
 - (c) Update any building related documentation and plans (e.g. Fire plan).
- (3) Subject to rules 7 and 8, fit out and renovation activities likely to cause disturbance to other residents (e.g. hammer drilling, tile removal, plumbing) must be coordinated through the managing agent, who will advise of specific timings for said activities and organise notifications. The managing agent will only approve such activity during the following hours:
 - (a) 0900 – 1600 Monday to Friday
 - (b) 1000 - 1400 Saturday
 - (c) Nil – Sundays and public holidays
- (4) If activity is required to be undertaken outside those times noted above it shall be considered on a case by case basis by the executive committee, who will take into consideration the requirements for the work to be completed, any justification for



the work needing to be done outside the hours specified above, and the likely impact on other owners and residents.

- (5) Any fit out or renovation activity requiring a disruption of any building service, including electricity, hot and cold water, sewage, air-conditioning, elevators, data, TV or garbage, must be coordinated through the managing agent. The managing agent will advise of specific timings for said activities, organise access to required building services and place appropriate notifications. Further:
 - (a) All service disruption activities are to take place within 1000 - 1600 on working weekdays.
 - (b) Notification must be provided and approval gained at least 72 hours prior to the intended activity.
 - (c) All works must be undertaken by an appropriately qualified and/or licenced/accredited trades person.
- (6) Only in exceptional circumstances and with the prior permission of the executive committee will any disruption activity be considered outside the timings stipulated in 26(3)(a).
- (7) With the exception of an emergency, where a trades person has without approval or notification disrupted or damaged a building service, the executive committee may remove that individual's right to access and conduct any future works on all building services and common property.

27 Window breakage and insurance excess liability

- (1) Notwithstanding that the owners corporation is responsible for the general maintenance and repair of the building, the Owner, Occupier or User of a residential unit will be responsible for the cost of any insurance excess incurred due to the replacement of broken glazing where said glazing is accessible only from the associated unit.
- (2) This rule does not apply where there is specific evidence that can attribute responsibility to the owners corporation or an external source (e.g. extreme weather).

28 Serviced Apartments

- (1) No serviced apartments are permitted to operate within Units Plan 3593



REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM ORIGIN OF LEVELS SRI398 RL572-813 AND KBM110 RL568-564

E DENOTES PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH

BLOCK 1 SEC 41 IS A STRATUM BLOCK WHICH IS PART AND PARCEL OF BLOCK 1 SEC 42 AND CANNOT BE SEPARATED THEREFROM
 BLOCK 1 SEC 41 IS LIMITED IN DEPTH TO RL 573.2 AS SHOWN ON SECTION ZZ, AND UNLIMITED IN HEIGHT
 BLOCK 2 SEC 41 IS A STRATUM BLOCK WHICH IS PART AND PARCEL OF BLOCK 1 SEC 27 AND CANNOT BE SEPARATED THEREFROM
 BLOCK 2 SEC 41 IS LIMITED IN HEIGHT TO RL 573.2 AS SHOWN ON SECTION ZZ, AND UNLIMITED IN DEPTH

SEE DIAGRAM 1 FOR OFFSETS TO STRUCTURE

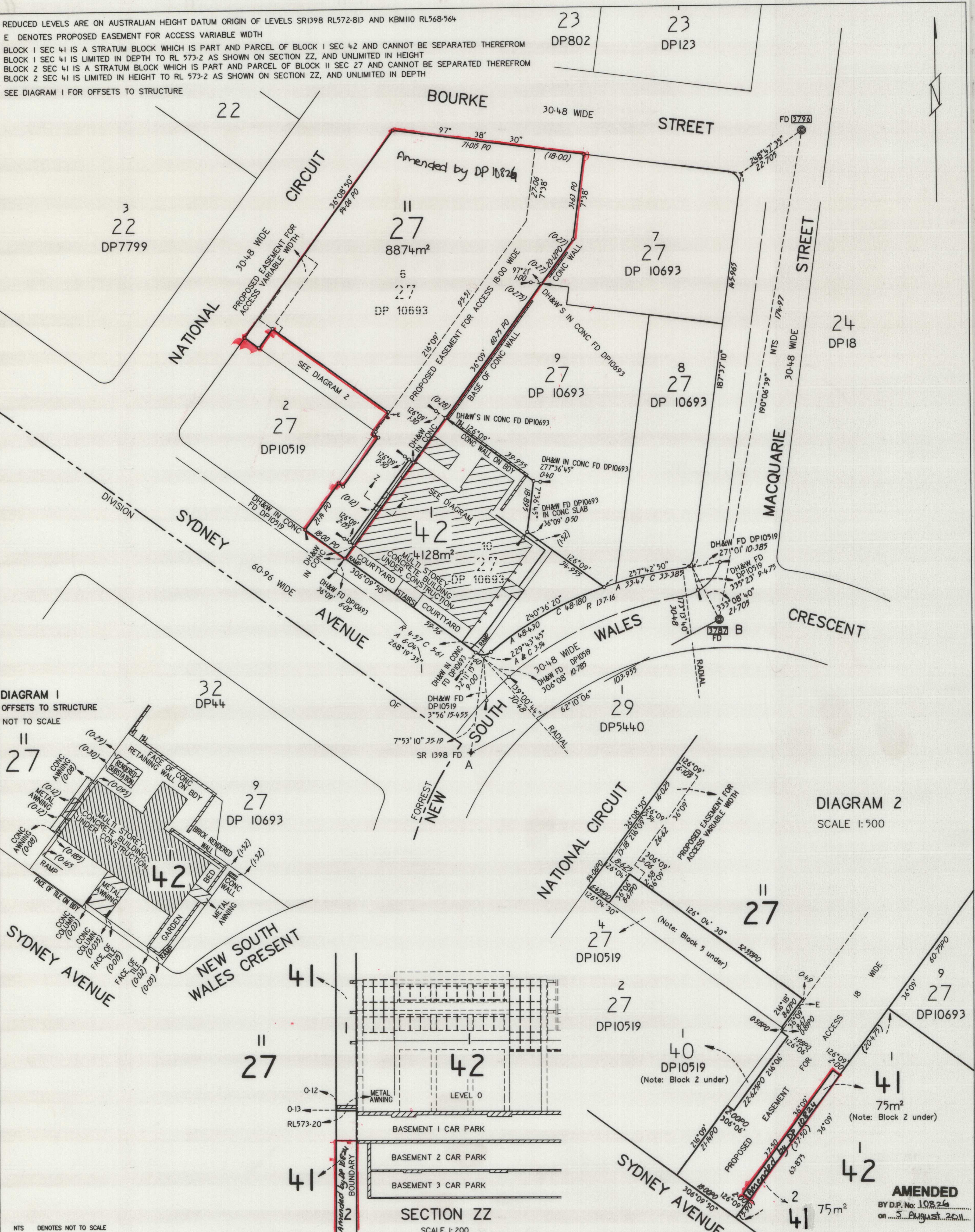


DIAGRAM 1
 OFFSETS TO STRUCTURE
 NOT TO SCALE

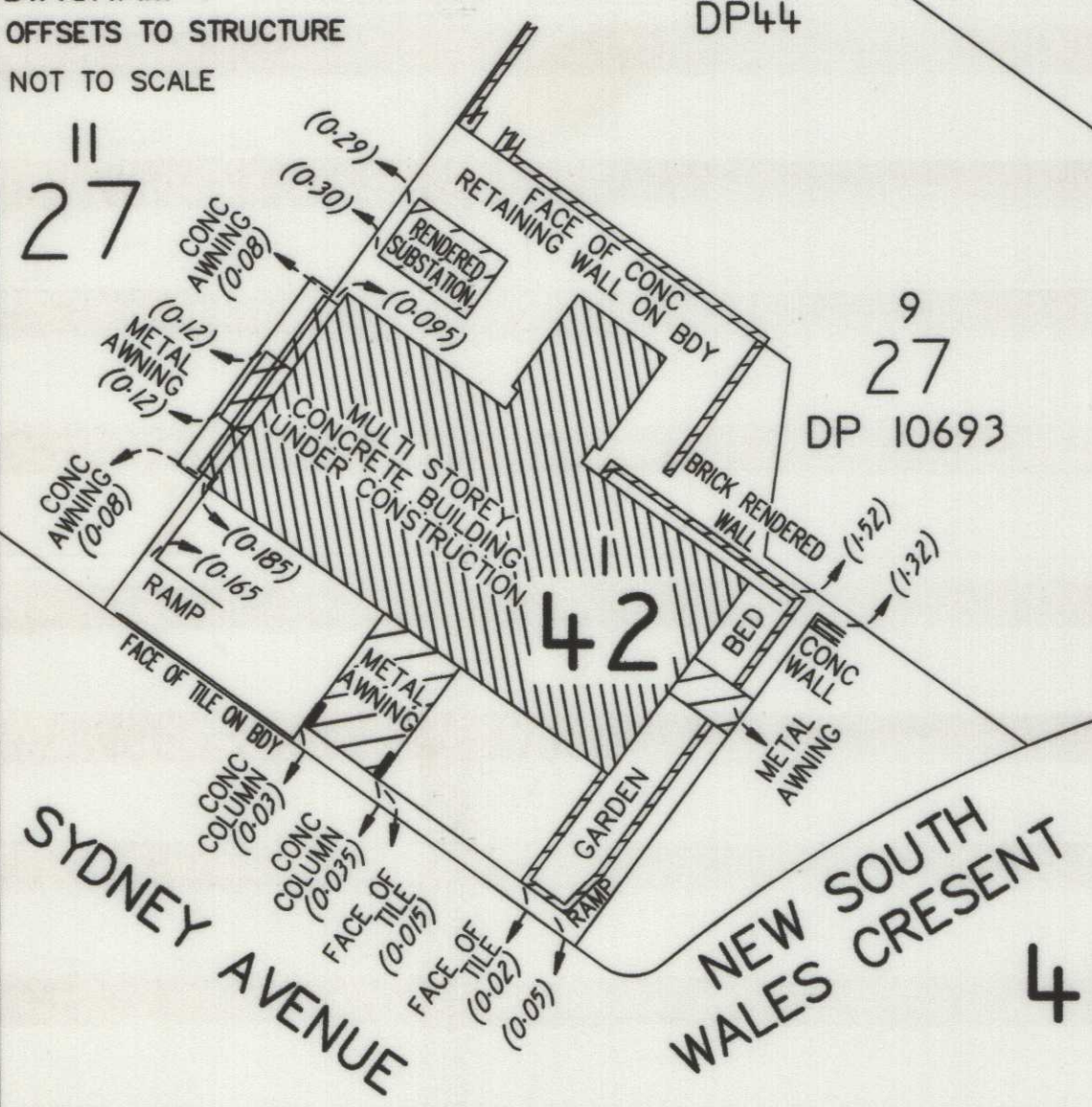
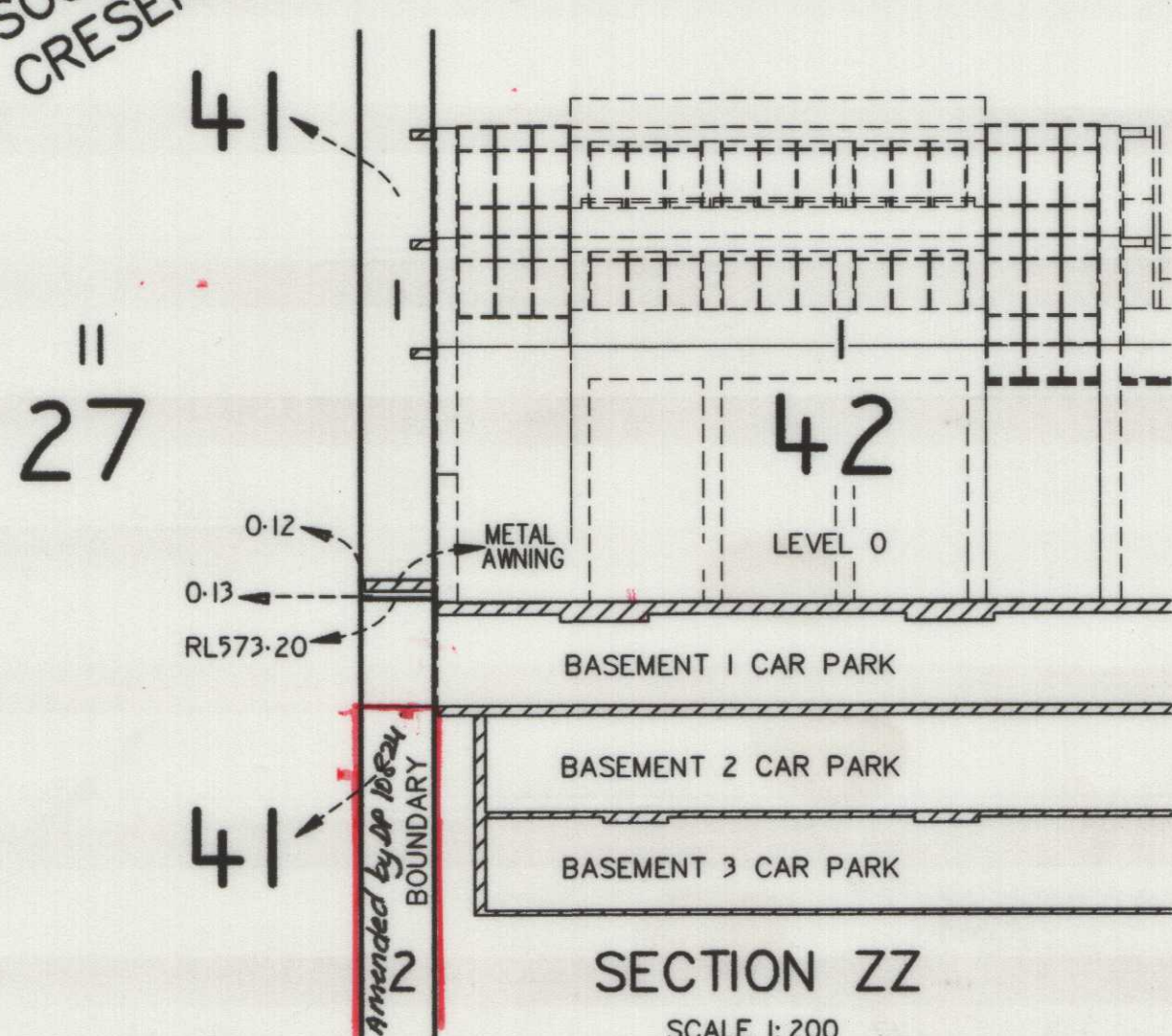
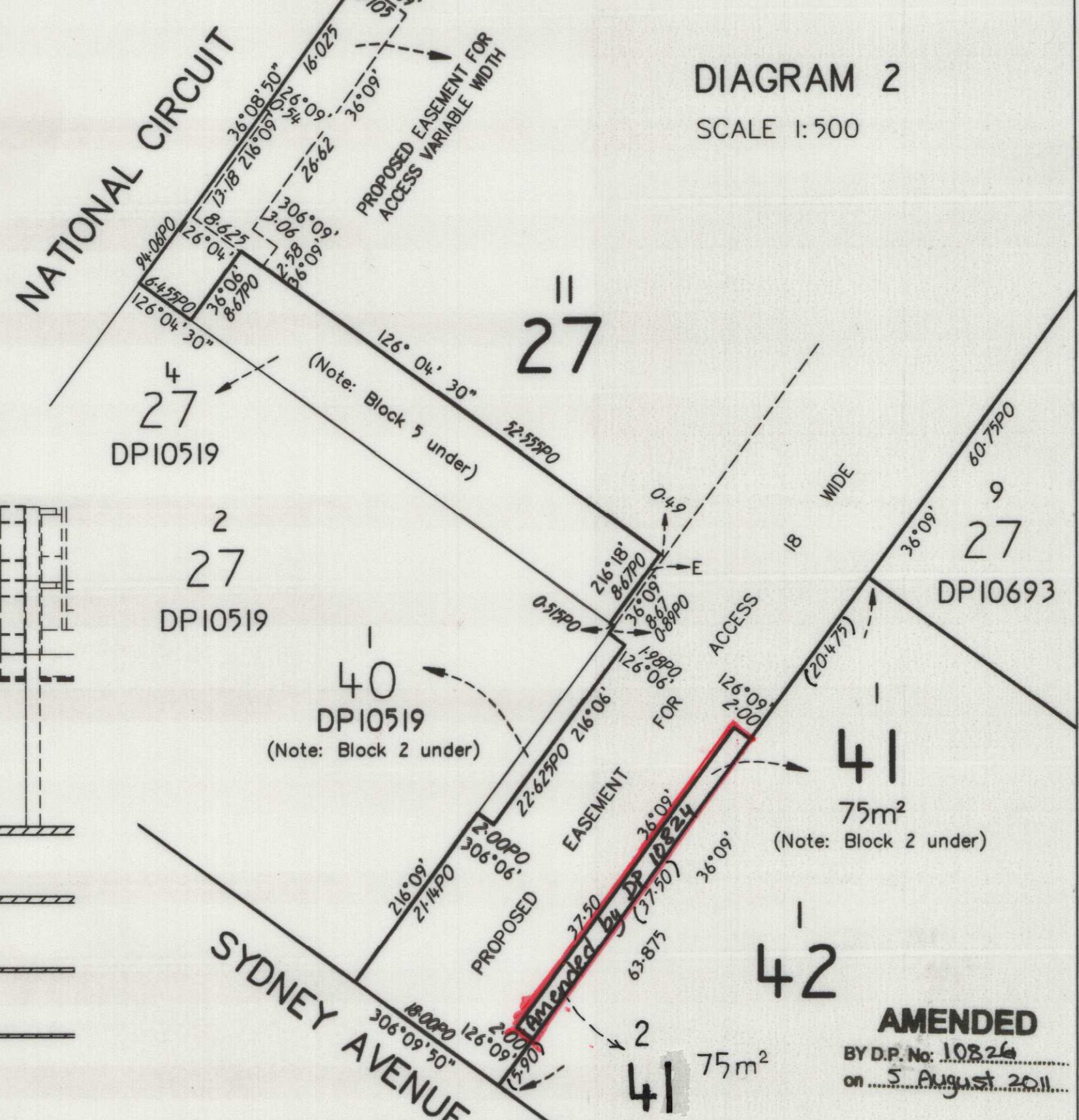


DIAGRAM 2
 SCALE 1:500



NTS DENOTES NOT TO SCALE

REFERENCE MARKS

- ⊙ Denotes GIP
- ⊕ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB (Except as otherwise shown)
- ⊙ Denotes PLAQUE IN KERB

NOTE

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

Azimuth: A-B (Strom)

Field Books:
 Surveyor's Ref :CB 600

I, ANDREW BLAIR SPAIN
 of KLEVEN SPAIN Pty Ltd CANBERRA
 a surveyor registered under the Surveyors Act 2007 hereby certify
 that the survey represented on this plan is accurate, has been
 partly compiled from DP10693 and has been made in accordance with the Surveyors Practice Directions
 and was completed on 10 DECEMBER 2010

(Signature) Andrew Spain 13/1/11
 Surveyor registered under the Surveyors Act 2007

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

(Signature) 14-1-2011
 Surveyor-General of the ACT

PLAN OF BLOCK 11 SEC 27, BLOCK 1
 SEC 42, AND BLOCKS 1 & 2 SEC 41
 BEING A SUBDIVISION OF
 BLOCKS 6 & 10 SECTION 27

DIVISION: BARTON
 DISTRICT: CANBERRA CENTRAL
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750

0 10 20 40 60 METRES

Deposited in the office of the Registrar of Titles at Canberra
 in the Australian Capital Territory the Twentieth
 day of January 2010 at 55 minutes
 past 12 o'clock in the After noon

Approved [Signature]
 Brett Phillips
 Registrar-General

DEPOSITED PLAN
 10758
 AMENDS DP 10693

X19794

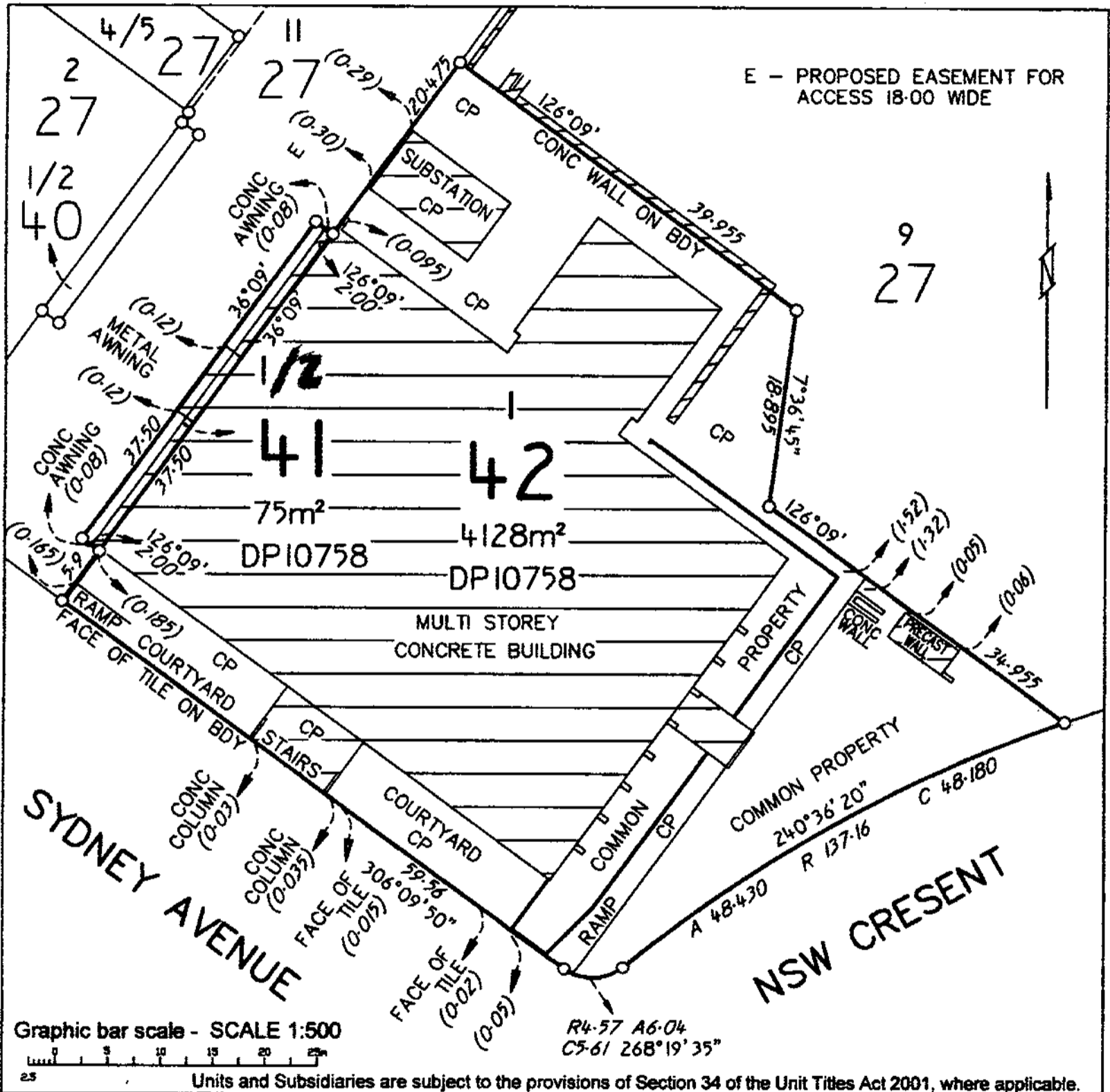
LAND TITLES

OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
BARTON	42 41		A	3593



Ivan Demazet
 IVAN DEMAZET
 HOTEL REALM HOLDINGS
 P/L
 Registered Proprietor

Andrew Blair Spain
 KLEVEN SPAIN Pty Ltd
 PO BOX 3877 WESTON CREEK ACT 2811
Andrew Spain 10/3/11
 Registered Surveyor

Lyn Tankey
 Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-28

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

X 19821



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



SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1956: 77	BARTON	42 41	1 1	DP10758	3593

NAME OF MANAGER / OWNERS CORPORATION

Civium Holdings Pty Ltd Trading as Ray White Strata

ADDRESS FOR SERVICE OF NOTICE

C/O RSM Bird Cameron GPO Box 200 Canberra ACT 2601

SURVEYOR'S DECLARATION

I, **Andrew Blair Spain** of **PO Box 3977 Weston Creek ACT 2611**A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by ~~me~~ under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - **14/2/2011**

2. The survey is in accordance with the following Acts:

- *Unit Titles Act 2001*;
- *Land Titles (Unit Titles) Act 1970*;
- *Land Titles Act 1925*; and,
- any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

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

a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;

b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,

c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

Signature of Registered Surveyor

14/2/2011

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

Delegate of the Authority / Executive

17/3/2011

Dated

LODGED BY		REGISTERED BY	09
EXAMINED BY		REGISTRATION DATE	23 MAR 2011
DATA ENTERED BY			

JWA



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BARTON	42 41	1 1	3593

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	73	3	1960	41
2	88	6	1960	42
3	67	3	1960	43
4	60	3	1960	44
5	60	3	1960	45
6	110	5	1960	46
7	177	6	1960	47
8	107	5	1960	48
9	108	4	1960	49
10	70	4	1960	50
11	70	4	1960	51
12	100	4	1960	52
13	88	6	1960	53
14	73	3	1960	54
15	64	3	1960	55
16	68	3	1960	56
17	69	3	1960	57
18	61	3	1960	58
19	61	3	1960	59
20	112	6	1960	60
21	128	5	1960	61
22	108	4	1960	62
23	109	5	1960	63
24	71	3	1960	64
25	71	4	1960	65

Aggregate

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

Volume	Folio
1960	40

Ivan Domazet DIRECTOR
Ivan Domazet SECRETARY
HOTEL REALM HOLDINGS Pty Ltd
Signature of Lessee

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

Dated Seventeenth this day of March 2011

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

Brett Phillips
Brett Phillips
Registrar-General



Deputy Registrar-General


**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
BARTON	42 41	1 1	3593

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	103	5	1960	66
27	68	4	1960	67
28	64	3	1960	68
29	68	3	1960	69
30	69	3	1960	70
31	70	3	1960	71
32	62	3	1960	72
33	62	3	1960	73
34	113	5	1960	74
35	129	5	1960	75
36	109	5	1960	76
37	110	5	1960	77
38	72	3	1960	78
39	72	3	1960	79
40	105	5	1960	80
41	70	4	1960	81
42	66	4	1960	82
43	67	3	1960	83
44	70	3	1960	84
45	70	3	1960	85
46	64	3	1960	86
47	64	3	1960	87
48	115	6	1960	88
49	133	5	1960	89
50	110	5	1960	90
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:	
<i>Ivan Komazet</i> DIRECTOR <i>Jure Komazet</i> SECRETARY HOTEL REARUM HOLDINGS PTY LTD Signature of Lessee			Volume	Folio
			1960	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventeenth</u> this day of <u>March</u> 2011 <i>Lyn Tankey</i> Delegate of the Authority/Executive			<i>Brett Phillips</i> Registrar-General  Deputy Registrar-General	

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
BARTON	42 41	1 1	3593

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	111	5	1960	91
52	73	4	1960	92
53	72	4	1960	93
54	107	4	1960	94
55	71	4	1960	95
56	67	4	1960	96
57	69	3	1960	97
58	71	3	1960	98
59	72	3	1960	99
60	66	3	1960	100
61	66	3	1961	1
62	116	6	1961	2
63	136	5	1961	3
64	111	4	1961	4
65	112	5	1961	5
66	75	3	1961	6
67	75	3	1961	7
68	108	4	1961	8
69	73	3	1961	9
70	70	3	1961	10
71	72	3	1961	11
72	73	3	1961	12
73	71	3	1961	13
74	68	3	1961	14
75	68	3	1961	15
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:	

Juan Demazet
JUAN DEMAZET DIRECTOR

Juan Demazet
JUAN DEMAZET SECRETARY
NOTEL REALM HOLDINGS PTY LTD
 Signature of Lessee

Volume

Folio

1960

40

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

Dated **Seventeenth** this day of **March** 2011

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

Brett Phillips
Brett Phillips
 Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BARTON	42 41	1 1	3593

2. APPROVAL UNDER UNIT TITLES ACT 2001


COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	118	5	1961	16
77	138	5	1961	17
78	241	3	1961	18
79	241	3	1961	19
80	305	8	1961	20
81	300	9	1961	21
82	227	7	1961	22
83	247	7	1961	23
84	226	8	1961	24
85	315	8	1961	25
86	187	5	1961	26
87	224	7	1961	27
88	265	7	1961	28
89	128	3	1961	29
90	149	4	1961	30
91	64	10	1961	31
92	274	62	1961	32
Aggregate	10000	450		

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
1960	40

Ivan Domazet DIRECTOR
Jure Domazet SECRETARY
 HOTEL REALM HOLDINGS PTY LTD
 Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.
 Dated Seventeenth this day of March 2011
Lyn Tankey
 Delegate of the Authority/Executive

Brett Phillips
 Registrar-General

 Deputy Registrar-General

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

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1	3593

LEGEND SHEET

CP DENOTES COMMON PROPERTY

■ DENOTES CAR PARK 2.4x5.4 12m²
 ⊕ DENOTES CAR PARK 2.5x5.4 13m²
 * DENOTES CAR PARK 2.6x5.4 14m²
 △ DENOTES STOREROOM 3m² UNLESS OTHERWISE STATED

∅ DENOTES COURT YARD
 ● DENOTES BALCONY
 ⊞ DENOTES STUDIO

† DENOTES PROPERTY BOUNDARY IS SUBSIDIARY BOUNDARY
 ⊙ DENOTES OUTSIDE FACE OF WALL IS SUBSIDIARY BOUNDARY
 ▲ DENOTES LOW CONC WALL IS SUBSIDIARY BOUNDARY
 ● DENOTES BOUNDARY IS PRODUCTION OF LINE OF FACE OF COLUMN
 ■ DENOTES BOUNDARY IS PRODUCTION OF CENTRELINE OF COLUMN

COURTYARDS ARE LIMITED IN DEPTH BY 0.2m BELOW THEIR TILED SURFACE AND IN HEIGHT TO THE PROJECTION OF THE RESPECTIVE UNITS CEILING OR WHERE COVERED

[Signature]
 JUAN DEMAZET DIRECTOR

[Signature]
 JUDIE DEMAZET SECRETARY
 HOTEL REALM HOLDINGS
 PTM LTD Registered Proprietor

[Signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1 1	3593

UNIT & SUBSIDIARY INDEX

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES												SUBSIDIARY TOTAL		
	UNIT N°	SHEET N°	FLOOR	DOOR N°	CAR SPACE		GARAGE		STORE ROOM		COURT YARD		STUDIO		BALCONY				
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
BUILDING A	1	16	SECOND	3/5	SYDNEY AVE	S2	10			S3	12	S1	16						3
BUILDING A	2	16	SECOND	2/5	SYDNEY AVE	S4, S5	10, 10			S6	10	S2	16	S3	16	S1	16		6
BUILDING A	3	18	SECOND	3/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	4	16	SECOND	4/5	SYDNEY AVE	S3	12			S2	17								3
BUILDING A	5	16	SECOND	5/5	SYDNEY AVE	S3	12			S2	17								3
BUILDING A	6	16	SECOND	6/5	SYDNEY AVE	S3, S4	10, 10			S2, S5	17, 12								5
BUILDING A	7	16	SECOND	7/5	SYDNEY AVE	S5, S6	11, 11			S4, S2	12, 17	S1	16	S3	16				6
BUILDING A	15	18	THIRD	8/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	16	18	THIRD	9/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	17	18	THIRD	10/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	18	18	THIRD	11/5	SYDNEY AVE	S3	12			S2	17								3
BUILDING A	19	18	THIRD	12/5	SYDNEY AVE	S3	12			S2	17								3
BUILDING A	20	18	THIRD	13/5	SYDNEY AVE	S3, S4	11, 11			S2, S5, S6	17, 12, 11								6
BUILDING A	21	18	THIRD	14/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	29	19	FOURTH	15/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	30	19	FOURTH	16/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	31	19	FOURTH	17/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	32	19	FOURTH	18/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	33	19	FOURTH	19/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	34	19	FOURTH	20/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	35	19	FOURTH	21/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	43	20	FIFTH	22/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	44	20	FIFTH	23/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	45	20	FIFTH	24/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	46	20	FIFTH	25/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	47	20	FIFTH	26/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	48	20	FIFTH	27/5	SYDNEY AVE	S3, S4	11, 11			S2, S5, S6	17, 12, 11								6
BUILDING A	49	20	FIFTH	28/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	57	21	SIXTH	29/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	58	21	SIXTH	30/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	59	21	SIXTH	31/5	SYDNEY AVE	S2	10			S3	10								3
BUILDING A	60	21	SIXTH	32/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	61	21	SIXTH	33/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	62	21	SIXTH	34/5	SYDNEY AVE	S3, S4	11, 11			S2, S5, S6	17, 12, 11								6
BUILDING A	63	21	SIXTH	35/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	71	22	SEVENTH	36/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	72	22	SEVENTH	37/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	73	22	SEVENTH	38/5	SYDNEY AVE	S2	10			S3	11								3
BUILDING A	74	22	SEVENTH	39/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	75	22	SEVENTH	40/5	SYDNEY AVE	S2	10			S3	12								3
BUILDING A	76	22	SEVENTH	41/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5
BUILDING A	77	22	SEVENTH	42/5	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 12								5

[Signature]
JUAN DOMAZET DIRECTOR
[Signature]
JUAN DOMAZET SECRETARY
HOTEL REALM HOLDINGS
PTY LTD
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	 	3593

UNIT & SUBSIDIARY INDEX

BUILDING	UNIT N°	UNIT IDENTIFIER			SUBSIDIARIES												SUBSIDIARY TOTAL		
		SHEET N°	FLOOR	DOOR N°	CAR SPACE		GARAGE		STORE ROOM		COURT YARD		STUDIO		BALCONY				
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
BUILDING B	8	16	SECOND	7/1	SYDNEY AVE	S4, S5	11, 11			S2	11	S1	16	S3	16				5
BUILDING B	9	16	SECOND	5/1	SYDNEY AVE	S2, S4	11, 11			S3	11					S1	16		4
BUILDING B	10	16	SECOND	5/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	16		4
BUILDING B	11	16	SECOND	4/1	SYDNEY AVE	S3	11			S2, S4	17, 11					S1	16		4
BUILDING B	12	16	SECOND	3/1	SYDNEY AVE	S2, S3	11, 11			S4	11					S1	16		4
BUILDING B	13	16	SECOND	2/1	SYDNEY AVE	S4, S5	11, 11			S6	11	S2	16	S3	16	S1	16		6
BUILDING B	14	16	SECOND	1/1	SYDNEY AVE	S2	10			S3	10	S1	16						3
BUILDING B	22	18	THIRD	14/1	SYDNEY AVE	S2, S3	11, 11			S4	11					S1	18		4
BUILDING B	23	18	THIRD	13/1	SYDNEY AVE	S2, S3	11, 11			S4, S5	11, 11					S1	18		5
BUILDING B	24	18	THIRD	12/1	SYDNEY AVE	S2	10			S3	10					S1	18		3
BUILDING B	25	18	THIRD	11/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	18		4
BUILDING B	26	18	THIRD	10/1	SYDNEY AVE	S3, S5	11, 11			S2, S4	17, 11					S1	18		5
BUILDING B	27	18	THIRD	9/1	SYDNEY AVE	S3	11			S2, S4	17, 11					S1	18		4
BUILDING B	28	18	THIRD	8/1	SYDNEY AVE	S2	10			S3	10					S1	18		3
BUILDING B	36	19	FOURTH	23/1	SYDNEY AVE	S3, S4	11, 11			S2, S5	17, 11					S1	19		5
BUILDING B	37	19	FOURTH	20/1	SYDNEY AVE	S2, S3	11, 11			S4, S5	11, 11					S1	19		5
BUILDING B	38	19	FOURTH	19/1	SYDNEY AVE	S2	10			S3	10					S1	19		3
BUILDING B	39	19	FOURTH	18/1	SYDNEY AVE	S2	10			S3	10					S1	19		3
BUILDING B	40	19	FOURTH	17/1	SYDNEY AVE	S3, S4	10, 10			S2, S5	17, 10					S1	19		5
BUILDING B	41	19	FOURTH	16/1	SYDNEY AVE	S3	11			S2, S4	17, 11					S1	19		4
BUILDING B	42	19	FOURTH	15/1	SYDNEY AVE	S3	11			S2, S4	17, 11					S1	19		4
BUILDING B	50	20	FIFTH	28/1	SYDNEY AVE	S2, S3	11, 11			S4, S5	11, 11					S1	20		5
BUILDING B	51	20	FIFTH	27/1	SYDNEY AVE	S2, S3	11, 11			S4, S5	11, 11					S1	20		5
BUILDING B	52	20	FIFTH	26/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	20		4
BUILDING B	53	20	FIFTH	25/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	20		4
BUILDING B	54	20	FIFTH	24/1	SYDNEY AVE	S2, S3	10, 10			S4	10					S1	20		4
BUILDING B	55	20	FIFTH	23/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	20		4
BUILDING B	56	20	FIFTH	22/1	SYDNEY AVE	S3	10			S2, S4	17, 10					S1	20		4
BUILDING B	64	21	SIXTH	35/1	SYDNEY AVE	S2, S3	11, 11			S4	11					S1	21		4
BUILDING B	65	21	SIXTH	34/1	SYDNEY AVE	S2, S3	11, 11			S4, S5	11, 11					S1	21		5
BUILDING B	66	21	SIXTH	33/1	SYDNEY AVE	S2	10			S3	10					S1	21		3
BUILDING B	67	21	SIXTH	32/1	SYDNEY AVE	S2	10			S3	10					S1	21		3
BUILDING B	68	21	SIXTH	31/1	SYDNEY AVE	S2, S3	11, 11			S4	11					S1	21		4
BUILDING B	69	21	SIXTH	30/1	SYDNEY AVE	S2	11			S3	11					S1	21		3
BUILDING B	70	21	SIXTH	29/1	SYDNEY AVE	S2	10			S3	10					S1	21		3
BUILDING B	78	22	SEVENTH	37/1	SYDNEY AVE			S3	10							S1, S2	22		3
BUILDING B	79	22	SEVENTH	36/1	SYDNEY AVE			S3	10							S1, S2	22		3

BUILDING	UNIT N°	UNIT IDENTIFIER			SUBSIDIARIES												SUBSIDIARY TOTAL		
		SHEET N°	FLOOR	DOOR N°	CAR SPACE		GARAGE		STORE ROOM		COURT YARD		STUDIO		BALCONY				
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
SHOPS	80	14	GROUND	2/3	SYDNEY AVE	S3, S8	10												8
SHOPS	81	14	GROUND	2/3	SYDNEY AVE	S1, S9	11, 10												9
SHOPS	82	14	GROUND	3/3	SYDNEY AVE	S1, S7	10												7
SHOPS	83	14	GROUND	4/3	SYDNEY AVE	S1, S7	11												7
SHOPS	84	14	GROUND	5/3	SYDNEY AVE	S1, S8	11												8
SHOPS	85	15	FIRST	6/3	SYDNEY AVE	S2, S8	10, 11												8
SHOPS	86	15	FIRST	7/3	SYDNEY AVE	S1, S5	11												5
SHOPS	87	15	FIRST	8/3	SYDNEY AVE	S1, S7	10												7
SHOPS	88	15	FIRST	9/3	SYDNEY AVE	S1, S7	10												7
SHOPS	89	15	FIRST	10/3	SYDNEY AVE	S1, S3	10												3
SHOPS	90	15	FIRST	11/3	SYDNEY AVE	S3, S4	10												4
SHOPS	91	13	BASEMENT 1	7	BURBURY CLOSE	S1, S6	10, 11			S7, S8	10	S9, S10						10	
SHOPS	92	13	BASEMENT 1	9	BURBURY CLOSE	S1, S60	11			S61, S62	11							62	

<p><i>[Signature]</i> JUNE DEMAZET DIRECTOR</p> <p><i>[Signature]</i> JUNE DEMAZET SECRETARY HOTEL REALM HOLDINGS PTY LTD Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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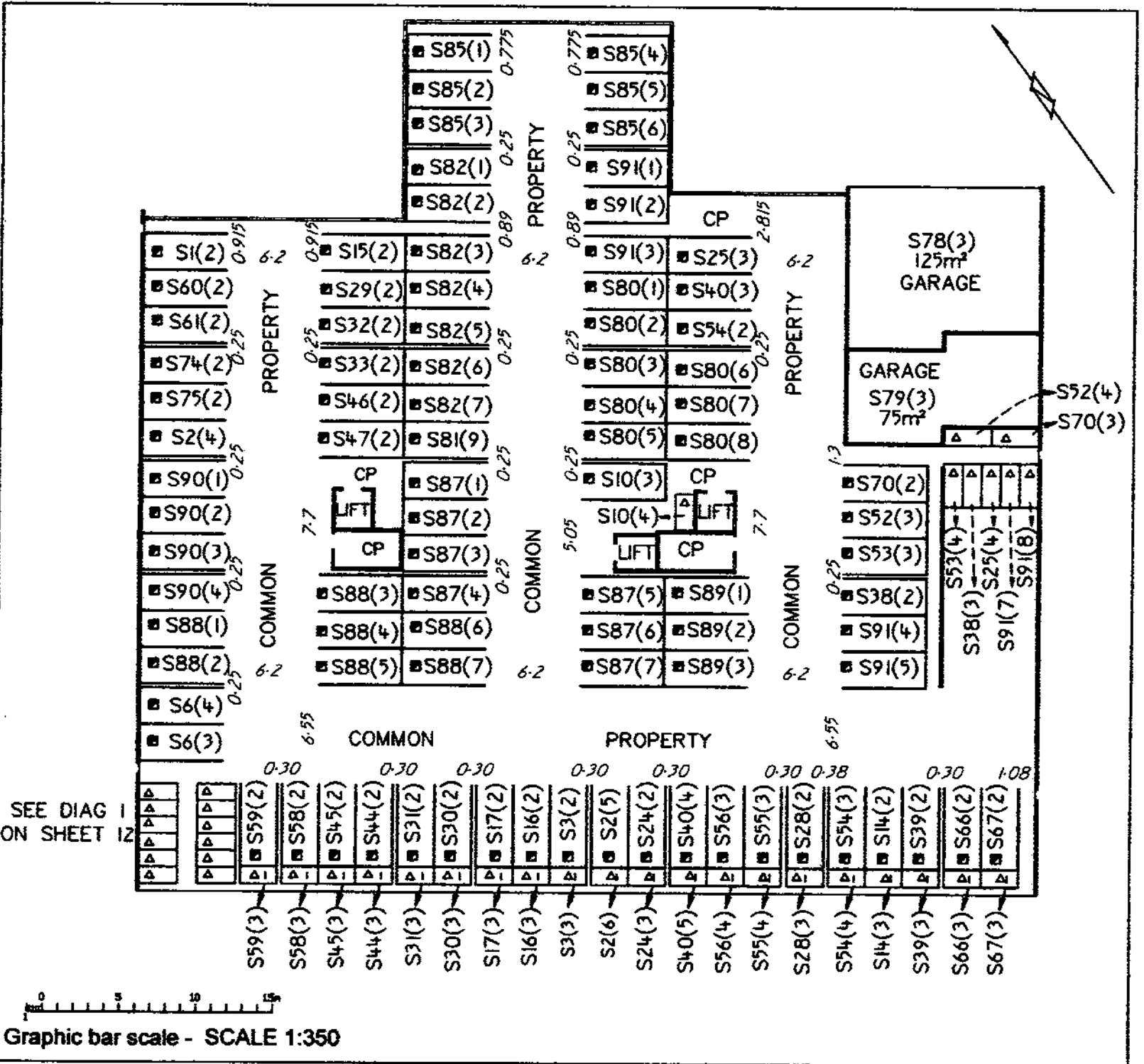
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER	BASEMENT 3
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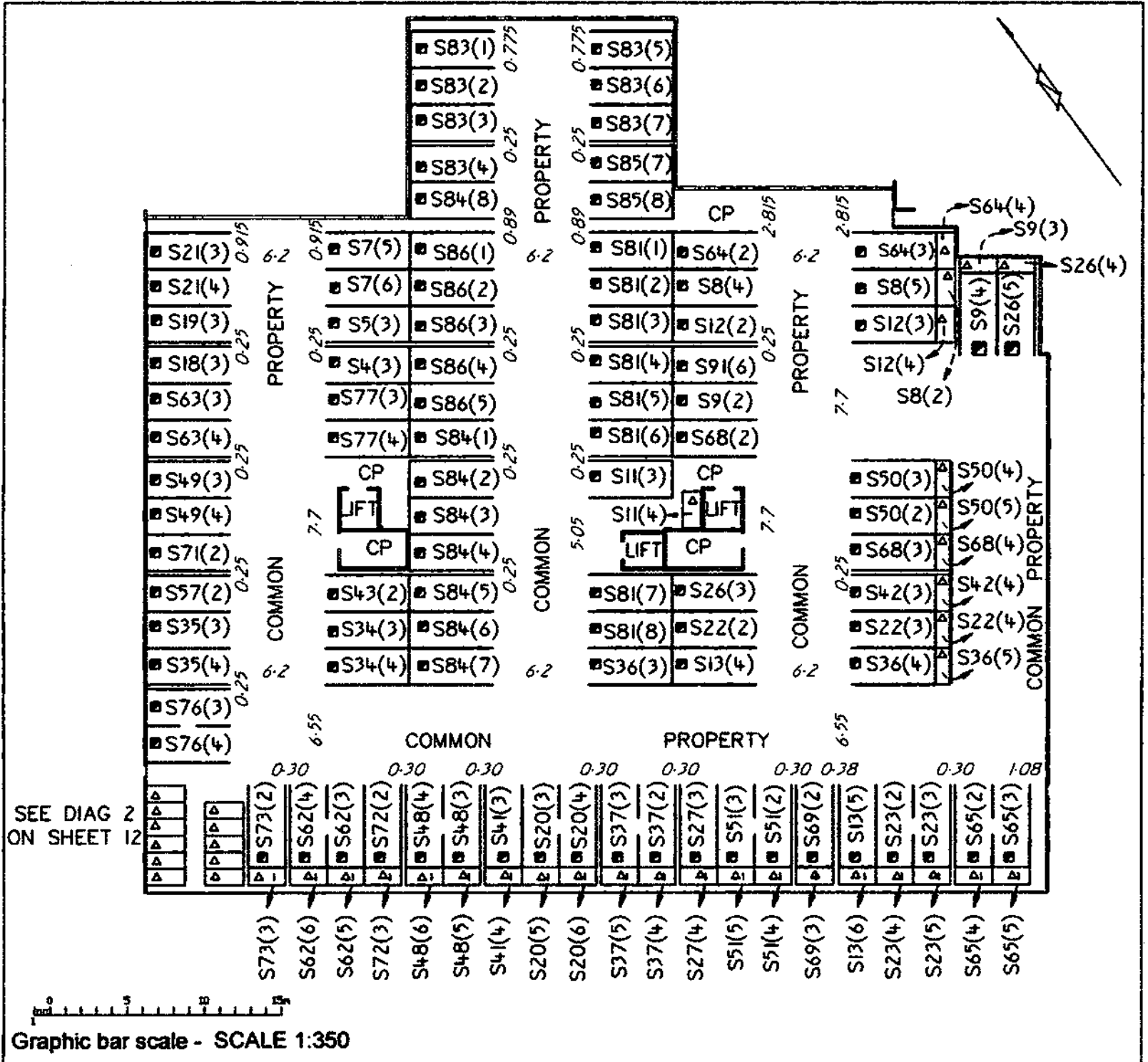
<p><i>Diana Domazet</i> DIANA DOMAZET DIRECTOR <i>Jure Domazet</i> JURE DOMAZET SECRETARY HOTEL REALM HOLDINGS PTY LTD Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
--	--

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER BASEMENT 2



[Signature]
 IYAN DEMAZET DIRECTOR
 JUDIE DEMAZET SECRETARY
 HOTEL REAM HOLDINGS
 PTY LTD
 Registered Proprietor

[Signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

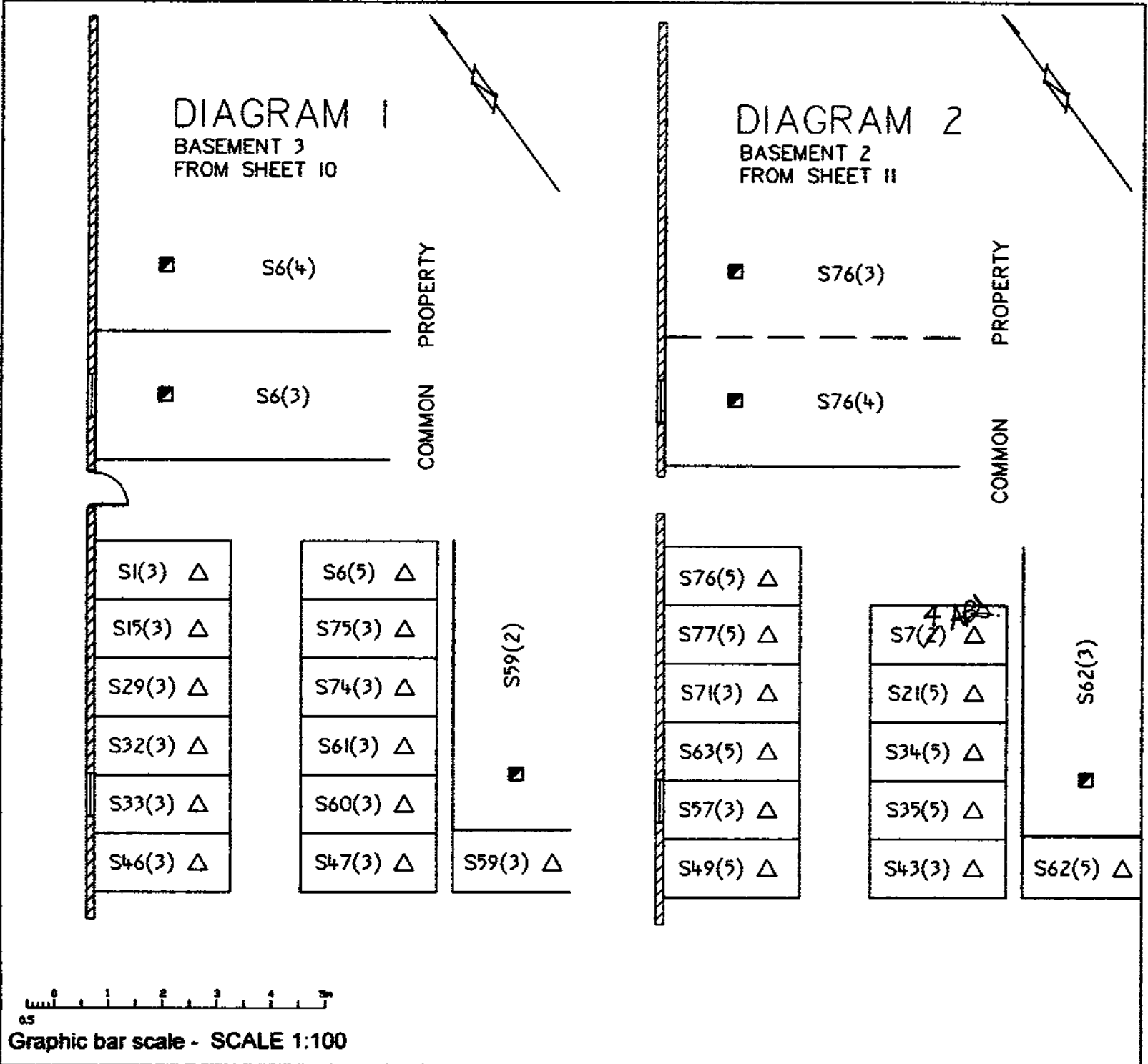
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 Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1 1	3593

FLOOR NUMBER BASEMENT 3 & BASEMENT 2



[Signature]
 IVANA DOMAZET DIRECTOR
[Signature]
 JULE DOMAZET SECRETARY
 HOTEL REALM
 HOLDINGS PTY LTD Registered Proprietor

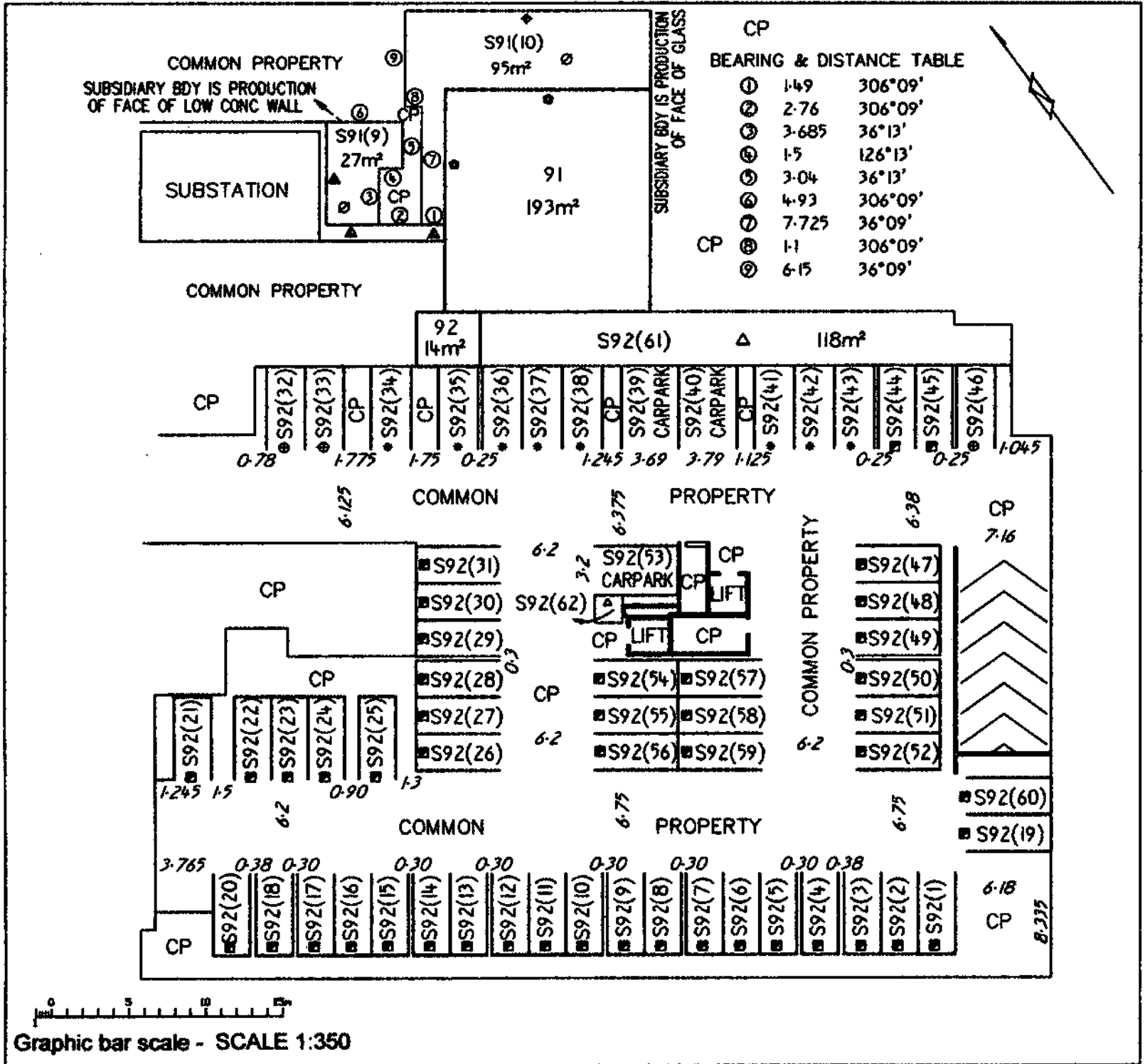
[Signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 3593
BARTON	42 41	1 1	

FLOOR NUMBER	BASEMENT 1
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<p><i>IVAN DOMAZET</i> IVAN DOMAZET DIRECTOR <i>JUDE DOMAZET</i> JUDE DOMAZET SECRETARY HOTEL REALM HOLDINGS PTY LTD Registered Proprietor</p>	<p><i>Tim Tankey</i> Tim Tankey Delegate of the ACT Planning and Land Authority</p>
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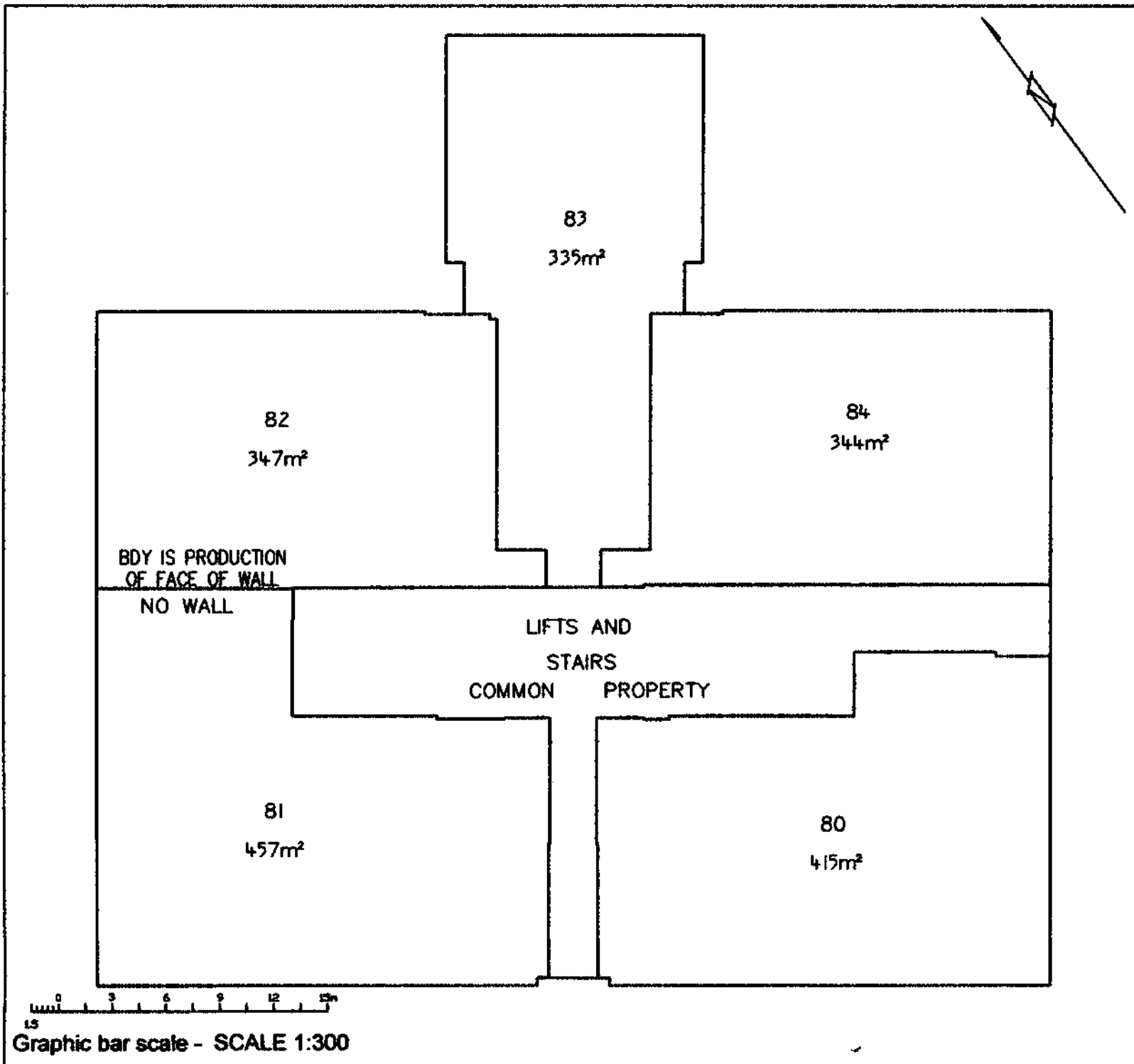
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1 1	3593

FLOOR NUMBER	GROUND
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Ivan Domazet
IVAN DOMAZET DIRECTOR
Jude Domazet
JUDE DOMAZET SECRETARY
HOTEL REALM HOLDINGS
PTY LTD Registered Proprietor

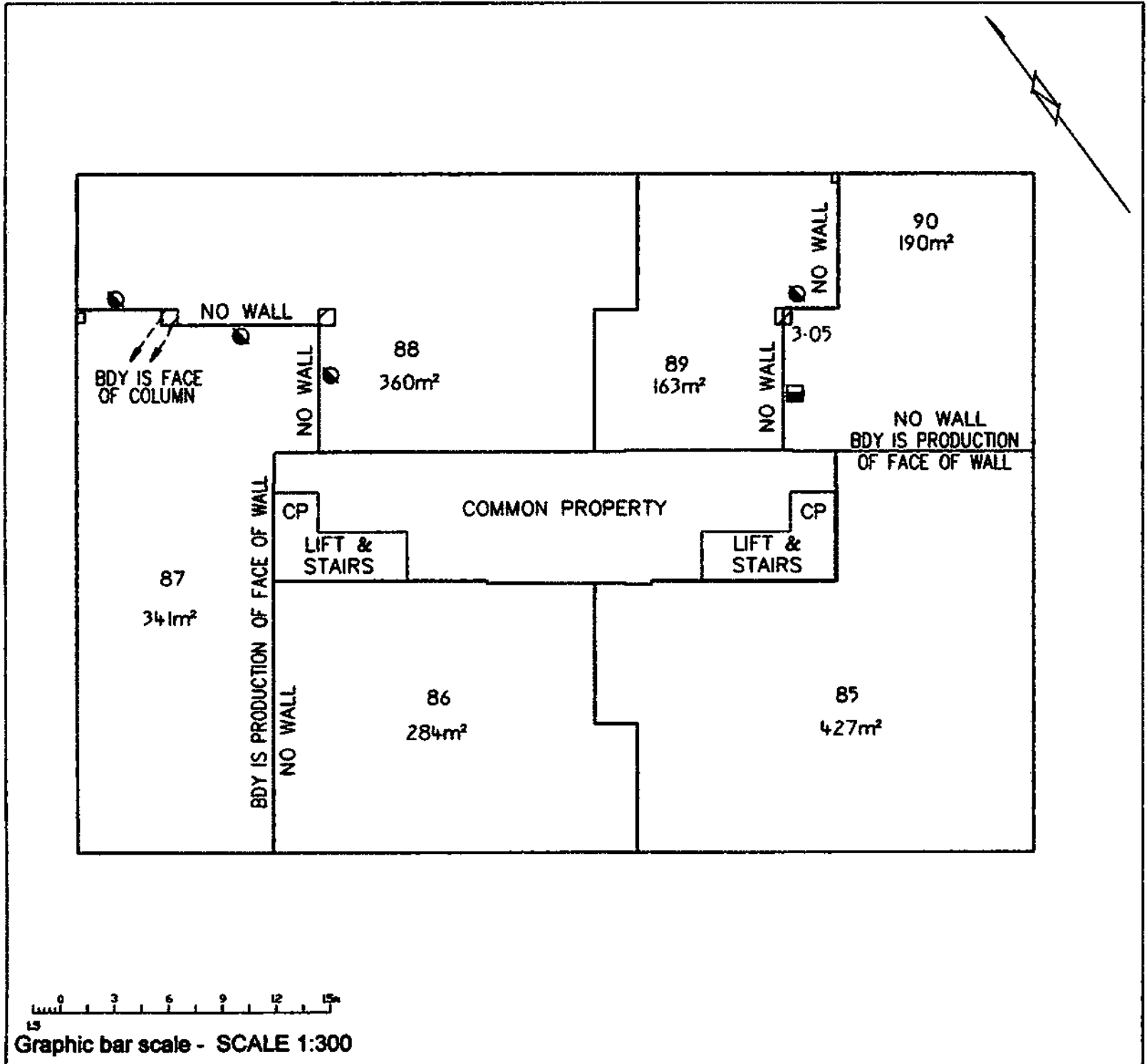
Lyn Tankey
Lyn Tankey
 Delegate of the
ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1 1	3593

FLOOR NUMBER	FIRST
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[Signature]
 IVANA DEMAZET DIRECTOR
[Signature]
 IVANA DEMAZET SECRETARY
 HOTEL REALM
 HOLDINGS
 PTY LTD
 Registered Proprietor

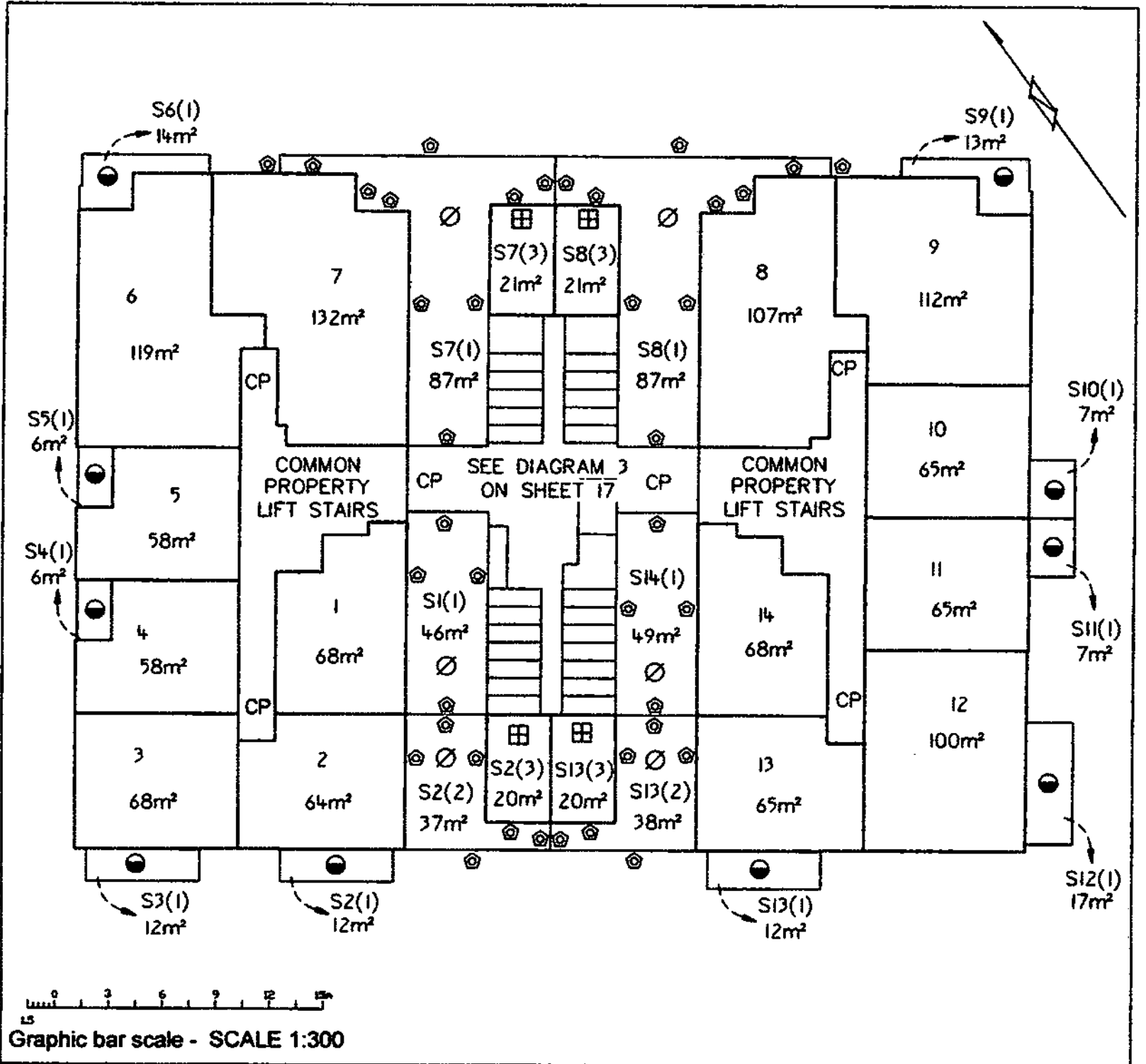
[Signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER	SECOND
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Ivan Domazet
Ivan Domazet Director
Jure Domazet
Jure Domazet Director
HOTEL REALM HOLDINGS PTY LTD
Registered Proprietor

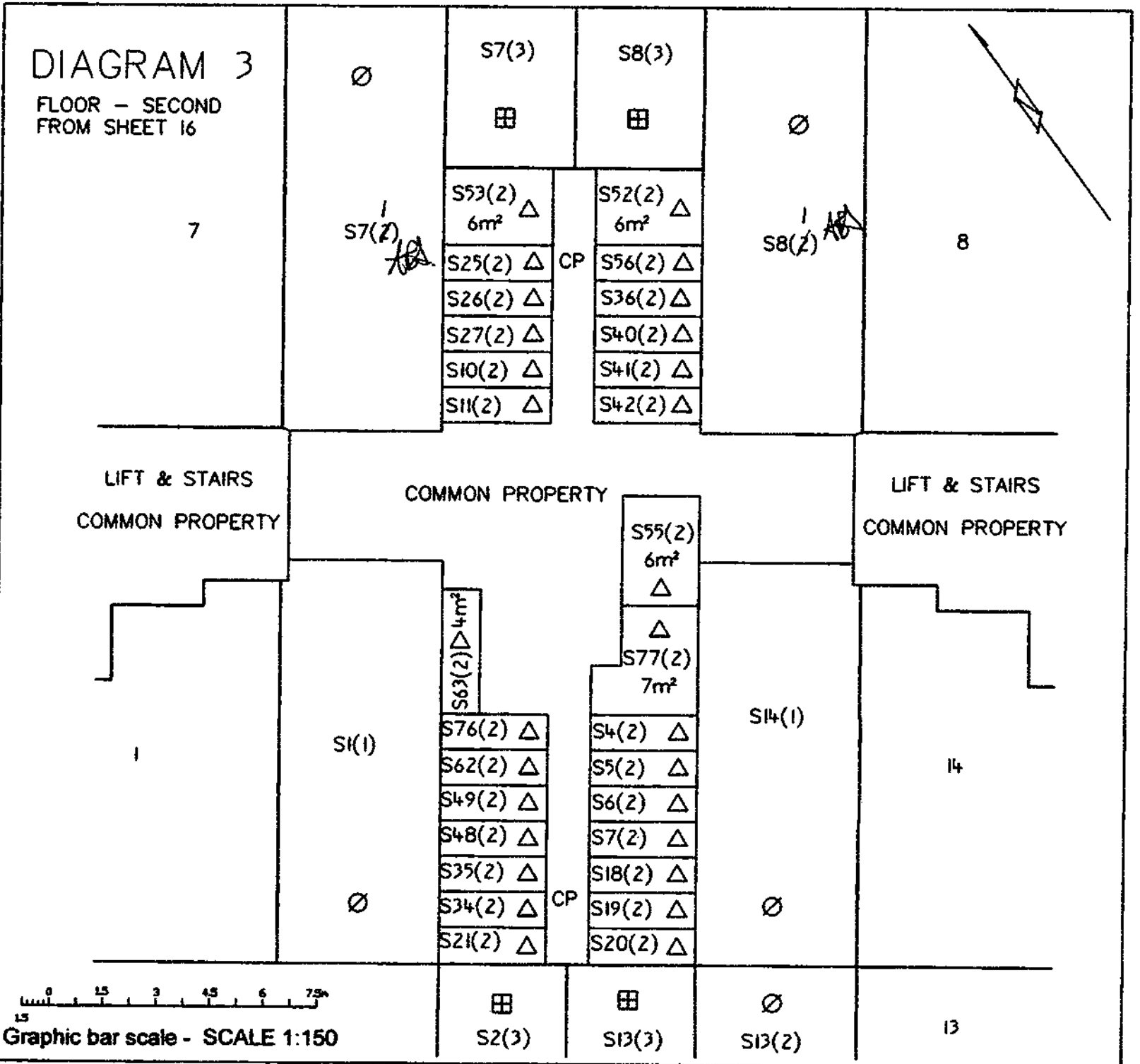
Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	 	3593

FLOOR NUMBER	SECOND
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[Handwritten signature]
DWAY DEMAZET DIRECTOR
[Handwritten signature]
JUDY DEMAZET DIRECTOR
HOTEL REALM HOLDINGS
PTY LTD
Registered Proprietor

[Handwritten signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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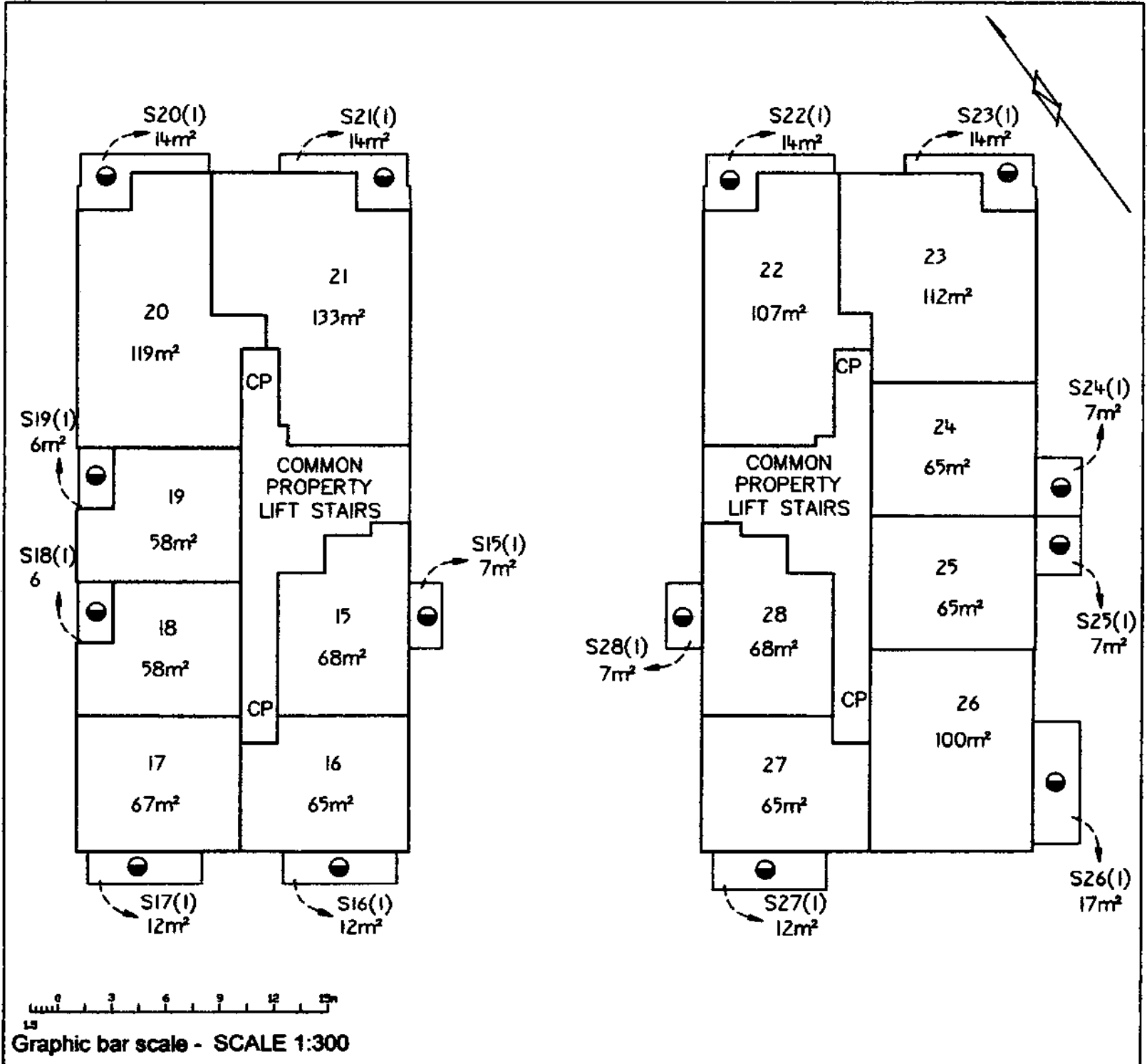
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER	THIRD
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Duan Demazet
DUAN DEMAZET DIRECTOR
Jane Demazet
JANE DEMAZET SECRETARY
HOTEL REALM
HOLDINGS PTY LTD
Registered Proprietor

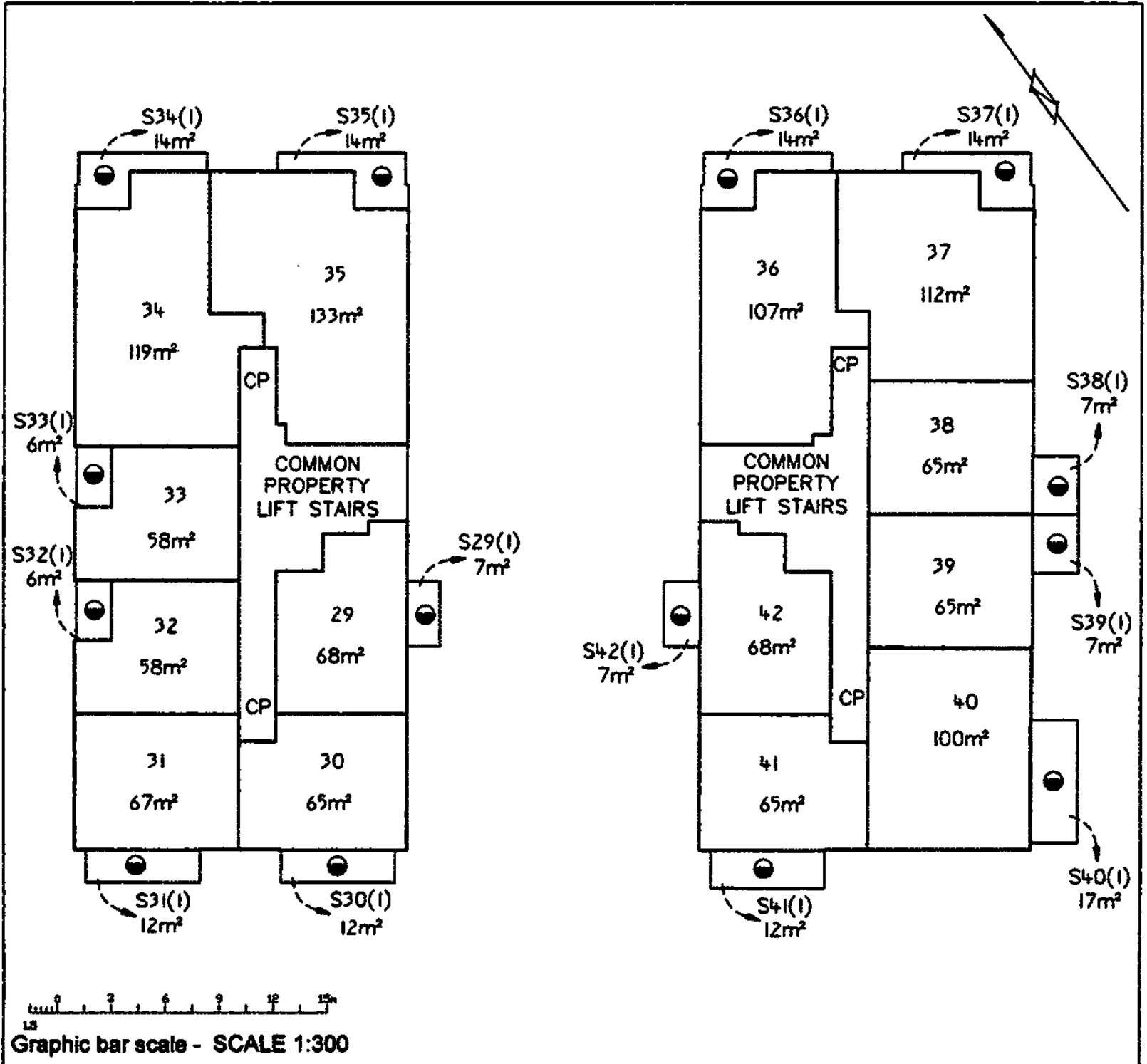
Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	 	3593

FLOOR NUMBER	FOURTH
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Ivan Demazet
IVAN DEMAZET DIRECTOR
Ivan Demazet
IVAN DEMAZET DIRECTOR
HOTEL REALM
HOUSING PTY LTD
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

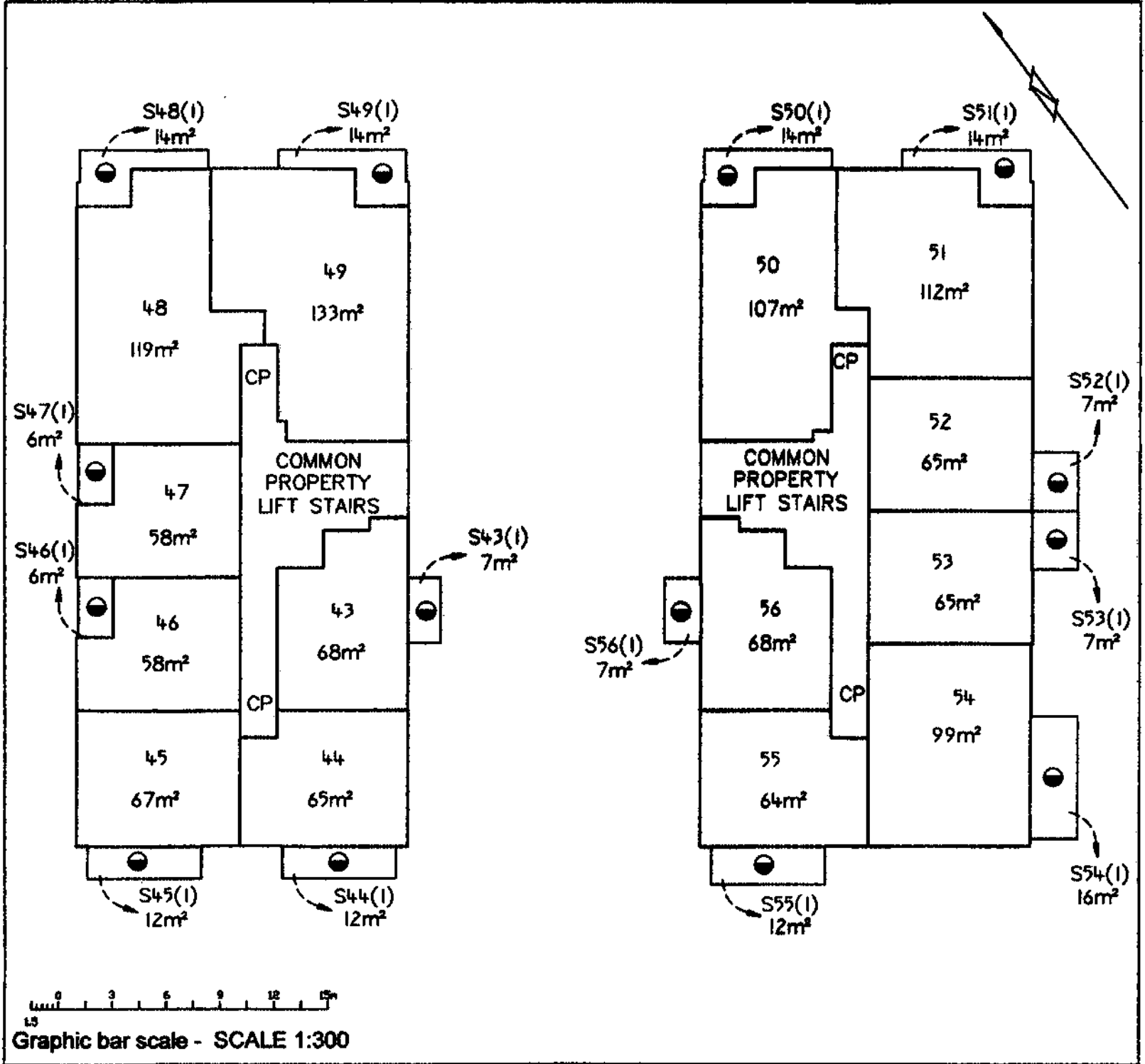
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OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER	FIFTH
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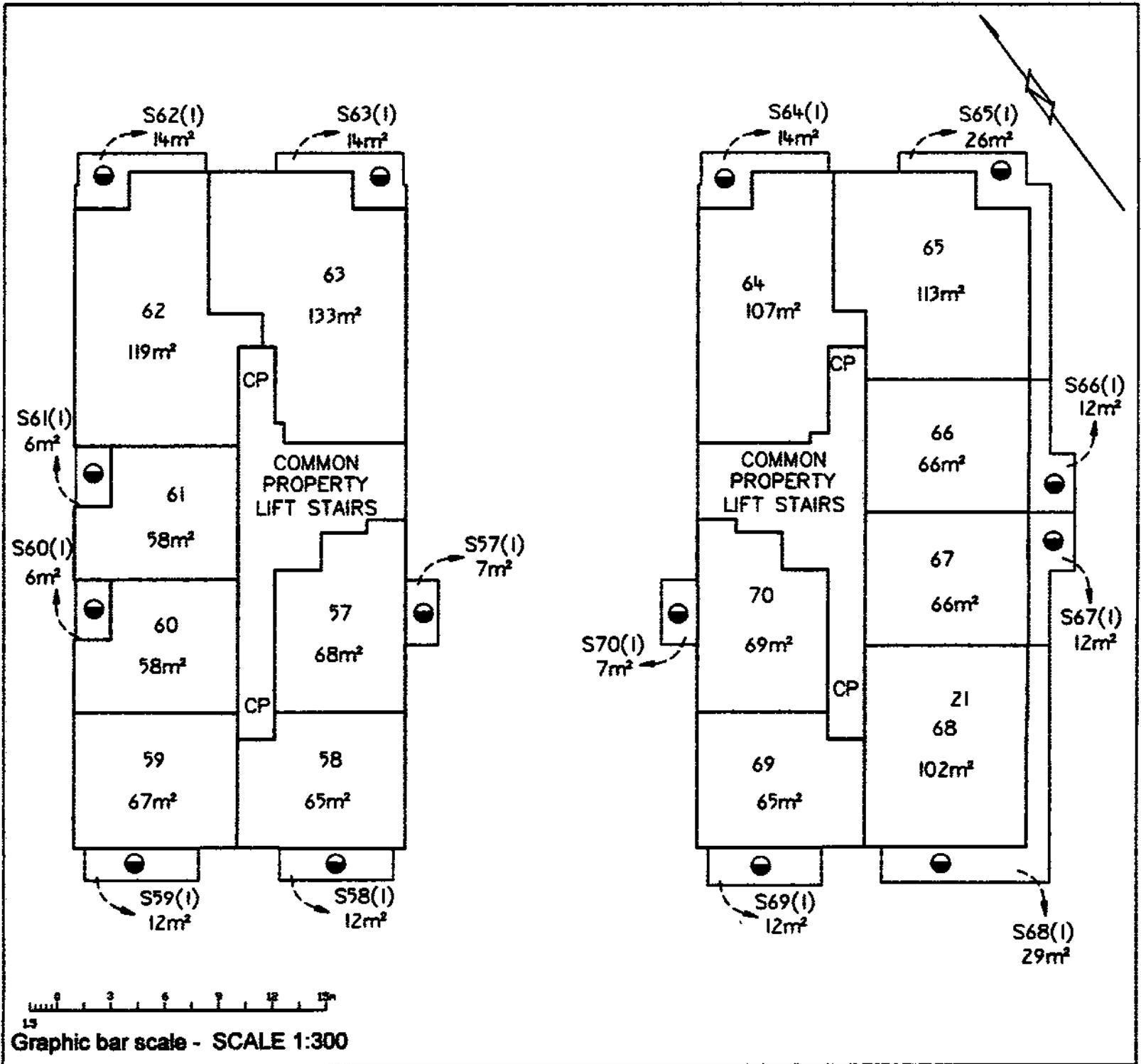
<p><i>Ivan Dowazet</i> IVAN DOWAZET DIRECTOR IAN DOWAZET SECRETARY HOTEL REALM HOLDINGS PTY LTD Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
---	--

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41	1	3593

FLOOR NUMBER	SIXTH
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[Signature]
DIANE DOMAZET DIRECTOR
[Signature]
JUDIE DOMAZET SECRETARY
HOTEL REALM
HOLDINGS PTY LTD
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the
ACT Planning and Land Authority

36
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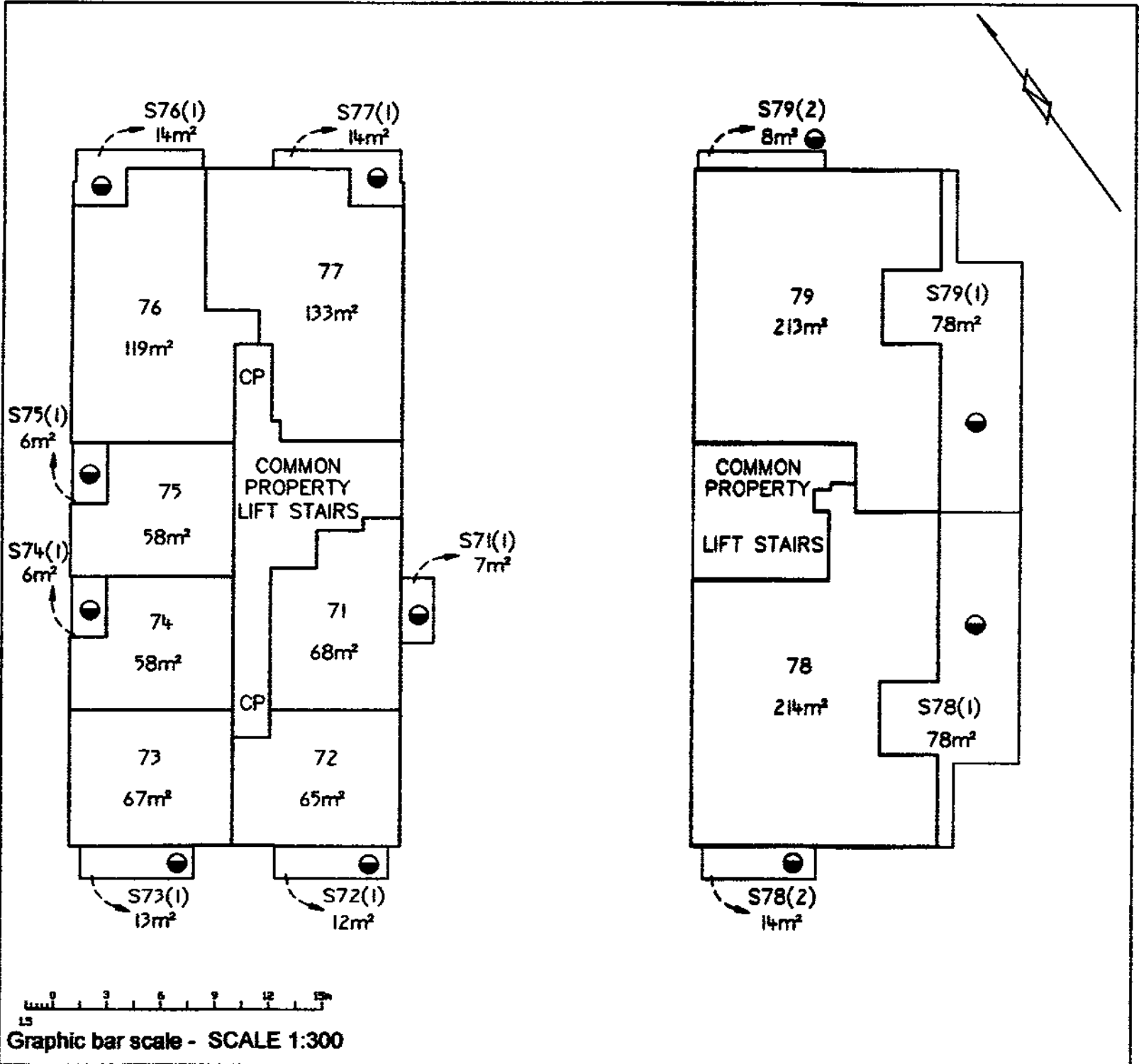
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BARTON	42 41		3593

FLOOR NUMBER	SEVENTH
--------------	---------



Ivan Domazet
IVAN DOMAZET DIRECTOR
Ivan Domazet
IVAN DOMAZET SECRETARY
KATEZ REALM
HOLDINGS PTY LTD
Registered Proprietor

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

SW Feb

Form 4

Revised 17/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 3593

Block 1 Section 41 Division of Barton and
Block 1 Section 42 Division of Barton

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 tenth day of April Two thousand one hundred and two. |
| 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 - 92 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

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

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |

SW

- PURPOSE** (c) To use the said parcel for one or more of the following purposes:
- (i) Units 1 – 79 for multi-unit housing;
 - (ii) Units 80, 85, 89, 90 and 92 for non retail commercial use;
 - (iii) Unit 81 for community use LIMITED TO health facility and shop LIMITED TO a maximum gross floor area of 150 square metres;
 - (iv) Units 82, 84, 86, 87 and 88 for community use LIMITED TO health facility;
 - (v) Unit 83 for non retail commercial use and shop LIMITED TO the sale of arts and crafts; and
 - (vi) Unit 91 for a restaurant;

IN ADDITION the parcel of land may also be used for the purpose of car park provided that a minimum of two hundred and twenty nine (229) car parking spaces shall be allocated to the Units;

PROVIDED THAT the combined maximum gross floor area for non retail commercial use and shop shall not exceed 1,575 square metres; and

FURTHER PROVIDED THAT the combined gross floor area for community use and shop shall not exceed 2,175 square metres;

- CARPARKING** (d) That any carparking spaces subsidiary to any unit shall be maintained by the Lessee;

- UNIT SUBSIDIARY** (e) Not to use any unit subsidiary to that unit as a habitation;

- ACCESS TO PARKLAND ON BLOCK 9 SECTION 27 BARTON** (f) That the Lessee, its employees, contractors, sublessees or other occupiers and visitors shall at all times during the continuance of this lease have full pedestrian right and liberty to pass and repass from time to time through over and along that part of Block 9 Section 27 Division of Barton, being the parkland, identified by hatching on the plan attached to this lease at Sheet No. ²⁴23 of ³⁶35 Sheets;

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY** (g) 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;



SERVICE AREAS (h) 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;

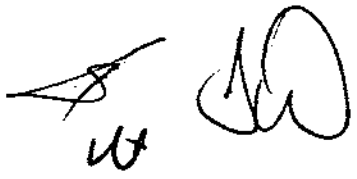
BUILDING SUBJECT TO APPROVAL (i) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

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

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

RIGHT OF INSPECTION (l) To permit any person or persons authorised by the Authority to enter upon the unit 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:

- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
- (ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER (o) All minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

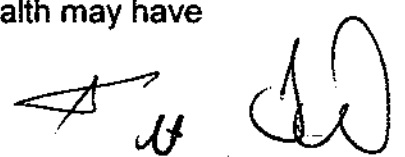
QUIET ENJOYMENT (a) That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under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

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

TERMINATION (a) That if:

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

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have



JD *ut*

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;

**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:

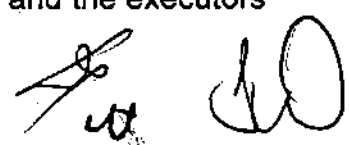
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and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

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

ut *JD*

- (d) "carpark" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (e) "community use" means the use of the parcel of land for child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and/or religious associated use;
- (f) "dwelling" means a building or part of a building used as a self contained residence which must include:
 - (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basinand includes outbuildings and works normal to a dwelling;
- (g) "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;
- (h) "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 carparking;
- (i) "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;
- (j) "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



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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;

- (k) "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;

- (l) "non retail commercial use" means business agency, financial establishment, office and/or public agency;

- (m) "office" means the use of the parcel of land used 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;

- (n) "outbuilding" means a shed, garage or similar structure that is ancillary to the permitted use of the parcel of land as specified in Clause 3(c)(i) of this lease;

- (o) "premises" means the leased land building and all other improvements on the parcel of leased land;

- (p) "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;

- (q) "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 1975 and whether or not entertainment is provided;

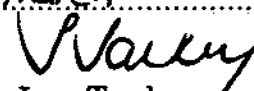
- (r) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services;

- (s) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and

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- (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (l) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (u) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (v) words in the singular include the plural and vice versa;
- (w) words importing one gender include the other genders;
- (x) 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 Seventeenth day of March 2011.


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

LESSEE: HOTEL REALM HOLDINGS PTY LTD AC.N. 104 036 446

X


 JULIE DOWAZET DIRECTOR


 JULIE DOWAZET SECRETARY

Form 5

Revised 1/7/03

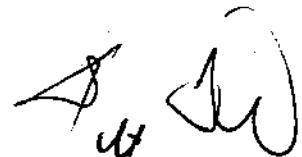
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3593

Block 1 Section 41 Division of Barton and
Block 1 Section 42 Division of Barton

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 tenth day of April Two thousand one hundred and two.
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 ³⁵⁹³ ("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) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding carparking 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;
 - (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;



- (e) 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;
- (f) That the Owners Corporation, its employees, contractors, sublessees or other occupiers and visitors shall at all times during the continuance of this lease have full pedestrian right and liberty to pass and repass from time to time through over and along that part of Block 9 Section 27 Division of Barton, being the parkland, identified by hatching on the plan attached to this lease at Sheet No. ³⁶ 35 of ³⁶ 35 Sheets;
- (g) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks 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 by the Owners Corporation and previously submitted to and approved in writing by the Authority;
- (h) 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 by the Owners Corporation and previously submitted to and approved in writing by the Authority;
- (i) 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 by the Owners Corporation and previously submitted to and approved in writing by the Authority;
- (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair 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;

- (l) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (m) 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 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 leased 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 carparking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No ³⁵⁹³ ~~3593~~ ';
- (e) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

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

Dated this Seventeenth day of March 2011.

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

LESSEE: HOTEL REALM HOLDINGS PTY LTD A.C.N. 104 036 446

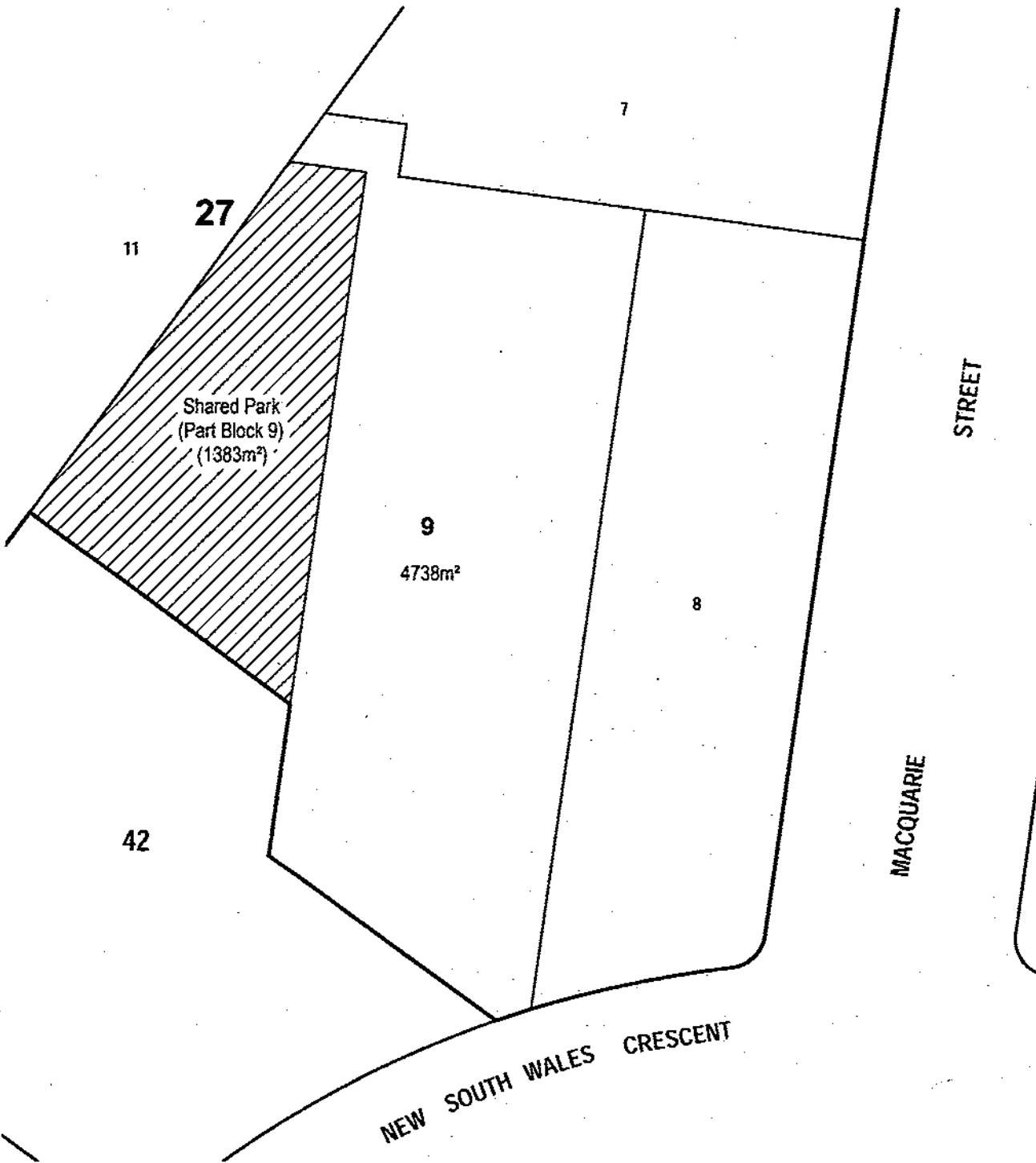
X

IVAN DOMAZET DIRECTOR

JURE DOMAZET DIRECTOR

LEGEND

- A 
- B 



Scale 1 : 750

This is the plan referred to in clause 3(f) of the forms 4 and 5 for Block 1 Section 41 Barton and Block 1 Section 42 Barton.

SD



**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	22	Block	1	Section	41	Suburb	BARTON
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 68674 | | Dated: 16-MAR-11 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Customer Service Centre

Date: 20-DEC-23 11:52:20

Applicant's Name :

E-mail Address :

Client Reference :

Prasad, KK

kkp@gatewaylegal.com.au

21019164 Prasanthi/AGoel: KKP

**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-DEC-2023 11:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 24

INFORMATION ABOUT THE PROPERTY

BARTON Section 41/Block 1/Unit 22

Building Class: A

Area(m2): 75.0

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.

BARTON Section 42/Block 1/Unit 22

Building Class: A

Area(m2): 4,127.5

Unimproved Value: \$12,000,000 **Year:** 2023

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

20-DEC-2023 11:52

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

Page 2 of 24

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201120704 **Lodged** 18-NOV-11 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING - ADDITIONS - UNIT 13. Construction of a new sun deck to existing terrace and a shade structure to unit 13.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	42	1-1	13

-- Involved Parties -----

Role	Name
Lessee	Atillia Pty Ltd
Applicant	S & G Homes P/L
Representor	Brian Watt
Representor	Helen Milne On Behalf Of Body
Representor	Robert Lee
Representor	Marie Bray
Representor	Helen Milne

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201120699 **Lodged** 18-NOV-11 **Type** See Subclass

-- Application Details -----

Description

MIXED USE - ADDITION -UNIT 2. Proposed addition of a sundeck.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	42	1-1	2

-- Involved Parties -----

Role	Name
Lessee	Delmata Consulting Pty Ltd
Applicant	Delmata Consulting Pty Ltd
Representor	Brian Watt
Representor	Helen Milne On Behalf Of Body
Representor	Marie Bray
Representor	Helen Milne

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

20-DEC-2023 11:52

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

Page 3 of 24

Application DA201019106 **Lodged** 11-NOV-10 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION. Variation to lease purpose clause to add car park

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	10-10	
Canberra Central	Barton	41	1-2	

-- Involved Parties -----

Role	Name
Lessee	Hotel Realm Holdings Pty Ltd
Applicant	Purdon Associates Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

20-DEC-2023 11:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 24

Application DA200915581 **Lodged** 25-SEP-09 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - HERITAGE - To vary the Crown lease to: Include additional uses of club, parkland and car park. Increase the number of dwellings by 362; increase the gross floor area for non retail commercial uses by 2,420 square metres and subdivide the block into 5 blocks.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	3-3	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Representor	Department Of Education & Trai
Lessee	Hotel Realm Holdings Pty Ltd
Applicant	Purdon Associates Pty Ltd
Representor	Heather Cook & Spencer Redfern
Representor	Catherine Walker & John Cauchi
Representor	Tony Marburg

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200813389 **Lodged** 26-NOV-08 **Type** See Subclass

-- Application Details -----

Description

Commercial-Residential. Stage 3B (Section 27 Master Plan Buildings B, C, D & E) Construction of new three to seven storey residential buildings with two levels of previously approved basement parking (DA-200705133) Total of 118 Residential Units with 227 car spaces provided.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Representor	Kristina Wang
Applicant	Colin Stewart Architects
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Ian & Melissa Moorcroft
Representor	Ric Wells
Representor	Jonathan Claoue-Long
Representor	Philip & Anne-Marie Lansdown
Representor	Peter Roberts
Representor	Kathy Wong & Dave Maher
Representor	Rupert Summerson
Representor	Philip Eliason & France Meyer
Representor	Dept. Education & Training
Representor	Miles Mccann

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
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LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200813404 **Lodged** 25-NOV-08 **Type** See Subclass

-- Application Details -----

Description

Mixed Use-Commercial-R20esidential. Stage 2B(Section 27 Master Plan Building F)Construction of a Seven to eight storey, multi use building, including offices, health, cafe, Art gallery and sixty-eight Residential units. Three levels of basement parking previously approved.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
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Application DA200813404 **Lodged** 25-NOV-08 **Type** See Subclass

Applicant	Colin Stewart Architects
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Jackie Van Praag
Representor	Richard McIntyre
Representor	Ulrike Kolb
Representor	Anne Gunn & Peter Van Ness
Representor	Fiona Conolly
Representor	Catherine Ordway
Representor	Tanuja Bhara
Representor	Keith Jobson
Representor	Andy Sheppard
Representor	Roger Winzenberg
Representor	Tracy Sutherland
Representor	Bill Brummitt
Representor	Julie Jobson
Representor	Payal Mahajan
Representor	Raj Mahajan
Representor	Lyn Philipson
Representor	Michael Reeves & Miriam Pavic
Representor	Christine Williams
Representor	Amanda Robertson
Representor	Robert Dabrowski
Representor	Pascal Perez
Representor	Carol Wall
Representor	Neil Ferry
Representor	Vanessa Barker
Representor	Helena Michl
Representor	Lance Green
Representor	Somjai
Representor	William Keown
Representor	Alison Purvis
Representor	Telopea After School Care-Ally
Representor	Marina Thompson
Representor	David Carn
Representor	Simon Andrews
Representor	Fay Wise
Representor	Ian & Melissa Moorcroft
Representor	Felicity Moran
Representor	Andrew Fry
Representor	Josephine Bryant
Representor	M Barzin
Representor	Richard Manderson
Representor	Angela Cross



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Application DA200813404 **Lodged** 25-NOV-08 **Type** See Subclass

Representor	Carolyn Rogers
Representor	Jillian Thompson
Representor	Renata Dyer
Representor	Mathieu O'Neil
Representor	Nicki Epinay
Representor	Marian Mazey
Representor	Ric Wells
Representor	Elizabeth Fredericks
Representor	Jonathan Claoue-Long
Representor	Philip & Anne-Marie Lansdown
Representor	Thea Van Os
Representor	Tony Atkinson
Representor	Peter Roberts
Representor	Jane Madden
Representor	Ross, Julie & Sarina Hicks
Representor	Linda Ivatts
Representor	Ian Morison
Representor	Kaisa Thomson
Representor	Timo Henckel
Representor	Herve Schmitt
Representor	Massou Barzinpour
Representor	Ellen Mnushkin
Representor	Wing Commander David Frederick
Representor	Kristina Wang
Representor	Carol Blake
Representor	Lisa Beaumont
Representor	Daniel Kennedy
Representor	Kathy Leigh & Arthur Camilleri
Representor	Kathy Wong & Dave Maher
Representor	Rupert Summerson
Representor	Stephen Bygrave
Representor	Philip Eliason & France Meyer
Representor	Juanita Kapel
Representor	Dept Education & Training
Representor	Megan Taylor
Representor	Heather Cook & Spencer Redfern
Representor	Kathy Anderson Oam
Representor	P. Bouwknegt & N. Bailly
Representor	Carol Ey
Representor	Anne-Marie Wilson

-- **Activities** -----

Activity Name

Status



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Application DA200813404 **Lodged** 25-NOV-08 **Type** See Subclass

Merit Track

Approval Conditional

Application DA200813409 **Lodged** 24-NOV-08 **Type** See Subclass

-- Application Details -----

Description

MIXED USE - HERITAGE - ADDITIONS & ALTERATIONS. Proposed addition of new outdoor dining pavilion & new freestanding external access toilet block. Construction of extension to existing restaurant tenancy.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Representor	Kristina Wang
Applicant	Colin Stewart Architects
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Ian & Melissa Moorcroft
Representor	Ric Wells
Representor	Kathy Wong & Dave Maher
Representor	Rupert Summerson
Representor	Dept. Education & Training

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200813375 **Lodged** 24-NOV-08 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - CLAUSE CHANGE - SUBDIVISION - HERITAGE. Vary the Crown lease to include additional uses of parkland and carpark. Increase the gross floor area for non retail commercial use by 2,420 square metres. Increase the number of dwellings permitted by 343.

To subdivide block 3 into 4 separate leases and a public road with resulting purposes clauses as follows:

Block B:

(a) may be used for (i) hotel (ii) motel (iii) guest house (iv) restaurant (v) non retail commercial with a maximum gross floor area of 2560 square metres (vi) multi unit housing of not more than 120 dwellings (vii) shop with a maximum gross floor area of 460 square metres (viii) drink establishment (ix) indoor recreation facility (x) community activity centre (xiii) car park.

(b) That the gross floor area of the building erected on the land shall not exceed 20,872 square metres of which non retail commercial uses and shop does not exceed 3,020 square metres.

Block G

may be used for (i) restaurant provided that the gross floor area shall not exceed 200 square metres (ii) non retail commercial uses provided that the gross floor area shall not exceed 1,200 square metres (iii) community use limited to health facility provided that the gross floor area shall not exceed 2,160 square metres (iv) gallery shop provided that the gross floor area shall not exceed 350 square metres (v) multi unit housing of not more than sixty eight (68) dwellings (vi) car park.

Block H

may be used for (i) multi unit housing of not more than 118 dwellings (ii) car park (iii) parkland.

Block J

may be used for (i) restaurant provided that the gross floor area shall not exceed 220 square metres (ii) non retail commercial use limited to a maximum gross floor area of 820 square metres; (iii) shop limited to a maximum gross floor area shall not exceed 540 square metres (iv) multi unit housing not more than 42 dwellings (v) hotel with a maximum of 46 rooms (vi) indoor recreation facility (vii) car park

PROVIDED THAT hotel, indoor recreation facility, motel, non retail commercial use, shop and restaurant shall not be located adjacent to Macquarie Street.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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Application	DA200813375	Lodged	24-NOV-08	Type	See Subclass
Canberra Central		Barton		27	1-1
Canberra Central		Barton		27	2-5
Canberra Central		Barton		27	6-10
Canberra Central		Barton		27	11-11
Canberra Central		Barton		27	12-12
Canberra Central		Barton		27	13-13
Canberra Central		Barton		41	1-2
Canberra Central		Barton		42	2-8
Canberra Central		Barton		42	9-11
Canberra Central		Barton		43	1-1
Canberra Central		Barton		43	2-2

-- Involved Parties -----

Role	Name
Representor	Kristina Wang
Applicant	Purdon Associates Pty Ltd
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Ian & Melissa Moorcroft
Representor	Kathy Wong & Dave Maher
Representor	Rupert Summerson
Representor	Dept. Education & Training

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA200813377 **Lodged** 24-NOV-08 **Type** See Subclass

-- Application Details -----

Description

Mixed Use-Commercial-Residential. STAGE 3A (Section 27 MasterPlan Building A). Construction of a new, three to seven storey multi use building including; Office, Restaurant, Supermarket, Hotel & Residential uses. Two levels of basement parking previously approved (DA200705133). 42 Residential units & 46 hotel rooms. Basement parking is equal to parking generation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Representor	Kristina Wang
Applicant	Colin Stewart Architects
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Heather Cook
Representor	Spencer Redfern
Representor	Ian & Melissa Moorcroft
Representor	Ric Wells
Representor	Jonathan Claoue-Long
Representor	Philip & Anne-Marie Lansdown
Representor	Mary Welsh
Representor	Catherine Walker & John Cauchi
Representor	Kathy Wong & Dave Maher
Representor	Rupert Summerson
Representor	Philip Eliason & France Meyer
Representor	Dept Education & Training

-- Activities -----

Activity Name **Status**



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Application DA200813377 **Lodged** 24-NOV-08 **Type** See Subclass

Merit Track

Approval Conditional



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Application DA200812092 **Lodged** 17-JUL-08 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION-SUBDIVISON-HERITAGE. Subdivision of the Crown lease into two separate leases:
 Variation of the lease purpose clause for Block A to permit non-retail commercial use PROVIDED THAT the gross floor area shall not exceed 2350 square metres, multi-unit housing for not more than 63 dwellings, health facility PROVIDED THAT the GFA shall not exceed 1300 square metres; and
 Variation of purpose clause for the resultant Block B to permit hotel, motel, guest house, restaurant, tourist facility, non retail commercial use PROVIDED THAT the GFA not exceed 2230 square metres, multi-unit housing for not more than 5 dwellings, shop PROVIDED THAT the GFA not exceed 849 square metres, drink establishment, indoor recreation facility, community use AND that the maximum gross floor area of the buildings on Block B shall not exceed 26,637 square metres provided that a minimum of 5,400 square metres of GFA shall be used for carparking associated with the development.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Applicant	Purdon Associates Pty Ltd
Lessee	Hotel Realm Holdings Pty Ltd
Representor	Heather Cook
Representor	Department Of Education & Trai
Representor	Telopea Park School

-- Activities -----

Activity Name	Status
Da - Reconsideration	Withdrawn
Merit Track	Approval Conditional



Dame Pattie Menzies Building
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PLANNING AND LEASE MANAGER (PaLM)
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Application DA200705133 **Lodged** 30-NOV-07 **Type** Multi-residential

-- Application Details -----

Description

MULTI DWELLING - MEDIUM DENSITY APARTMENT SITE - STAGES PROPOSED 2B/3A/3B-HERITAGE -
 Construction of basement. To increase the GFA of any buildings on the land to not exceed 41,400m2 inclusive of
 5,400 m2 of basement carparking associated with the development.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Lessee	Section 27 Pty Ltd
Objector	Ric Wells
Applicant	Colin Stewart Architects
Objector	Phillip Eliason & France Meyer
Objector	Heather Cook
Objector	Act Department Of Education An
Objector	Janet And Rupert Summerson
Objector	Teleopea Park School Board

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



Dame Pattie Menzies Building
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Application DA200700855 **Lodged** 13-APR-07 **Type** Multi-residential

-- Application Details -----

Description

MULTI - Addition - landscaping - Proposed parking, and landscaping.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Applicant	Colin Stewart Architects Pty L
Lessee	Section 27 Pty Ltd

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



Dame Pattie Menzies Building
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Application DA200605834 **Lodged** 28-NOV-06 **Type** Lease Variation

-- Application Details -----

Description

Lease Variation - To increase the gross floor area allowed by the Crown lease from 34,930 square metres to 36,000 square metres.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Applicant	Purdon And Associates
Comment	Janet Hughes
Lessee	Section 27 Pty Ltd
Objector	Ian & Melissa Moorcroft
Objector	Alice Cawte And Richard Dale
Objector	I & J Sutherland
Objector	Ian & Melissa Moorecroft
Objector	Maureen Rumble
Objector	Marcus Quinlivan
Objector	Steve Kyburz
Objector	Dr John Mccarthy
Comment	Jeannie Henderson
Comment	Wesley Uniting Church

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



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Application DA200605480 **Lodged** 27-NOV-06 **Type** Multi-residential

-- Application Details -----

Description

S197 Amendment to the construction of eight storey building consisting of 6 levels of serviced apartments, 2 levels mixed use including restaurant, drink establishment, business centre, shop, cafe, and hotel office. Building will have 3 levels of basement carparking. Amendments include basement garages added, redesign of roof terrace, entry awnings redesigned, details of signage provided, level 8 and roof slab raised 100mm each.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
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Application DA200605480 **Lodged** 27-NOV-06 **Type** Multi-residential

Applicant	Colin Stewart Architects
Objector	James McCormack
Objector	Janet Hughes
Lessee	Section 27 Pty Ltd
Objector	Clinton Jacka
Comment	Stuart Doyle
Objector	Ian & Melissa Moorcroft
Objector	Julia Allen
Objector	Alice Cawte And Richard Dale
Objector	Jean Willoughby
Objector	Jenny Everitt
Objector	Ric Wells
Objector	Heather Macdonald
Comment	Teloopa Park School
Comment	Wesley Music Centre
Comment	Wesley Uniting Church
Objector	Maureen & Darryl Rumble
Objector	Anita Mackay
Comment	Wesley Uniting Church
Comment	Wesley Music Foundation
Objector	Teloopa Park School
Objector	Mr Stephen Best
Objector	Department Of Education

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



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Application DA200602154 **Lodged** 14-JUN-06 **Type** Multi-residential

-- Application Details -----

Description

Mixed Use - Commercial - Early works. Piling, bulk excavation, shorting and primary services connections.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Applicant	The Cox Group Pty Ltd
Lessee	Section 27 Pty Ltd

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



Dame Pattie Menzies Building
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Application DA200404274 **Lodged** 21-OCT-04 **Type** Non-residential

-- Application Details -----

Description

Stage 1, Part of Block 1 Section 27 Barton- consisting of proposed serviced apartments incorporating business centre, tourist related shops, ancillary office space, restaurants/cafes and conference facilities, and associated access road, car parking, landscaping and site works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Objector	Canberra Units Plan Services
Applicant	Colin Stewart Architects
Objector	James McCormack
Objector	Mike Buckley

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



Dame Pattie Menzies Building
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PLANNING AND LEASE MANAGER (PaLM)
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Application DA20036024 **Lodged** 13-FEB-04 **Type** Multi-residential

-- Application Details -----

Description

Demolition of existing buildings on site

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Barton	27	1-1	
Canberra Central	Barton	27	2-5	
Canberra Central	Barton	27	6-10	
Canberra Central	Barton	27	11-11	
Canberra Central	Barton	27	12-12	
Canberra Central	Barton	27	13-13	
Canberra Central	Barton	41	1-2	
Canberra Central	Barton	42	2-8	
Canberra Central	Barton	42	9-11	
Canberra Central	Barton	43	1-1	
Canberra Central	Barton	43	2-2	

-- Involved Parties -----

Role	Name
Contact	Graham Marcus
Applicant	Colin Stewart Architects
Comment	Mark Sproat

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. 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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-DEC-2023 11:52

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

Page 23 of 24

42	4	202240834	PROPOSAL FOR ALTERATIONS ANIApproval Conditional ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - demolition of the existing awning and construction of a new glass roof to the existing outdoor dining area, addition of new screening and signage, construction of a new pedestrian bridge, external lighting, and associated works.	28-JUL-23
27	13	202240709	PROPOSAL FOR ALTERATIONS ANIApproval Conditional ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Partial demolition of the existing commercial building, alterations and additions including new landscaping, walls, glazing, glass doors, and associated works.	04-NOV-22

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to:

https://www.canberraconnect.act.gov.au/app/answers/detail/a_id/1564/kw/contaminated . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

20-DEC-2023 11:52

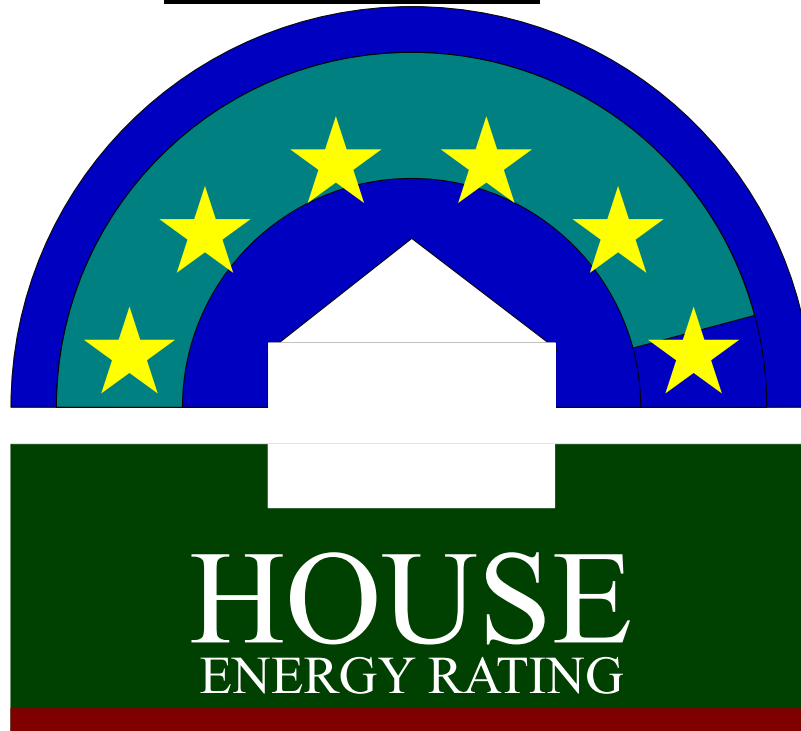
PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 24 of 24

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 -----

FirstRate Report



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

SCORE: 15 POINTS

Name: Prasanthi Medical Service Pty

Ref No: 39417

House Title: Unit 14, Block 1, Section 42

Date: 07-12-2023

Address: Unit 14 of 1 Sydney Avenue
Barton

2600

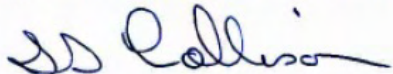
Reference: C:\USERS\...\SYDNEY AVENUE BARTON 14 OF 1

ACT HOUSE ENERGY RATING SCHEME

15 Points **5.5 Stars**

Date **07-12-2023**

Lindsay Collison – Lic No. 2011331



Building Assessor – Class A (Energy Efficiency)

YOU CAN OPTIMISE YOUR ENERGY RATING TO



BY FOLLOWING THE DESIGN OPTION SUGGESTIONS ON PAGE 2 OF THIS REPORT

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	15											
Potential	44											

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

Design options

Additional points

Change curtain to Heavy Drapes & Pelmets	23
Add northerly blinds 100 %	1
Add westerly blinds 100 %	4

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmets' will take into account windows that already have Heavy Drapes and Pelmets installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab or the external walls are solid brick, it would not be possible to install insulation.

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	15	★★★★★☆
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : WNW

Area : 23 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. West	13	★★★★★☆
2. North West	26	★★★★★★
3. North	30	★★★★★★
4. North East	17	★★★★★☆
5. East	6	★★★★★
6. South East	-1	★★★★☆
7. South	-1	★★★★☆
8. South West	1	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 14, Block 1, Section 42, Unit 14 of 1 Sydney Avenue, Barton

Assessor's Name: Lindsay Collison
 Net Conditioned Floor Area: 104.1 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	118	Insulation:	-104			
WALL				8	-1	7
Surface Area:	7	Insulation:	1	Mass:	-1	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	38 %	Doors	3 %			
Down Lights	0 %	Gaps (around frames)	20 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-29	-16	-45
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	18	18%	-35	25	-4	-14
WNW	23	22%	-43	24	-12	-31
Total	41	39%	-78	49	-16	-45

* 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 11 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ☆			23	-22	15*
				SCORE		

* includes 14 points from Area Adjustment

Detailed House Data

House Details

ClientName Prasanthi Medical Service Pty
HouseTitle Unit 14, Block 1, Section 42
StreetAddress Unit 14 of 1 Sydney Avenue
Suburb Barton
Postcode 2600
AssessorName Lindsay Collison
FileCreated 07-12-2023
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	57.1m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	37.3m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.7m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: Metal Clad	No	R1.0	13.8m	2.7m
2	Concrete 150mm Ext	No	R1.0	8.5m	2.7m
3	Weatherboard	Yes	R1.0	25.6m	2.7m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Suspended Slab	Yes	No	R0.0	107.1m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	NNE	2.7m	4.0m	No	SG	ALIMPR	HB	No	1.2m	1.2m	0.0m
2	WNW	2.7m	2.0m	No	SG	ALIMPR	HB	No	2.7m	2.7m	0.0m
3	NNE	2.7m	2.8m	No	SG	ALIMPR	HB	No	3.3m	3.3m	0.0m
4	WNW	2.7m	4.6m	No	SG	ALIMPR	HD	No	0.7m	0.7m	0.0m
5	WNW	1.6m	3.0m	No	SG	ALIMPR	HD	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	NNE	2.7m	4.0m	0.0m	0.0m	0.0m	0.0m	1.3m	2.9m	1.3m	0.0m
2	WNW	2.7m	2.0m	2.7m	2.7m	2.0m	1.3m	2.9m	0.0m	0.0m	0.0m
3	NNE	2.7m	2.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.1m	0.0m
4	WNW	2.7m	4.6m	15.0m	16.0m	17.1m	-11.1m	0.0m	0.0m	0.0m	0.0m
5	WNW	1.6m	3.0m	15.0m	16.0m	25.0m	-11.1m	0.0m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

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

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.



Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings

Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street,
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**
Pre-Purchase Building Inspections, Special Purpose Building Inspections, Dilapidation Inspections, Energy Rating Reports, Urban Pest Management, Termite Management Including Inspections – Existing Buildings and Structures, Timber Pest Inspections.

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2023 To 4.00 pm on 20/07/2024

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

6.1 The Policy Limit is \$5,000,000 which includes all policy sections
6.2 The Policy Excess is \$20,000
6.3 The Retroactive Date is 20/07/2020

Public Liability

6.4 Sum Insured \$20,000,000
6.5 Excess \$2,500

Date and Place of Issue 12/07/2023 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAID

Tax Invoice



Inspection Number 39417

Please ensure this number is used when making payment

6 December 2023

Prasanthi Medical Service Pty Ltd

For the Property at: 14/1 Sydney Avenue Barton ACT 2600

FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	395.00
Access Canberra EER Lodgement Fee (no GST)	39.00
	GST INCLUDED IN TOTAL 35.91
	TOTAL \$434.00

Thank you for your business

We offer comprehensive Pest Management Solutions!

Call now to book your regular Pest Control Service

PAYMENT OPTIONS	<i>Your prompt attention to payment (within 7 days) is appreciated.</i>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 39417 IMPORTANT: PLEASE ensure this unique ID is used
Cash or Cheque	Can be provided to your inspector on the day. Please advise our office if you choose this option so we can note it on their job sheet. Cheques made payable to 'Residential Reports' please.



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN 38 609 880 122**

35 Poynton Street Hughes ACT 2605 **p 6288 0402** info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

Owner Ledger

Start Date: 01/12/2021
End Date: 31/12/2025
Owners: One only

The Owners Units Plan 3593

One Sydney, 1-5 Sydney Avenue, BARTON ACT 2600

Lot 22 Unit 14/1 Prasanthi Medical Services Pty Ltd

UE / AE: 108.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/02/2022	Quarterly	Quarterly Admin/Sinking Levy - 01.01.22 - 31.03.22	595.50	595.50	526.50	526.50	0.00	0.00%	Standard	Normal	None
2	01/02/2022	Quarterly	Quarterly Residential Levy - 01.01.22 - 31.03.22	289.75	289.75	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
3	01/08/2022	Quarterly	Quarterly Admin/Sinking Levy - 01.04.22 - 30.06.22	633.35	633.35	547.55	547.55	0.00	0.00%	Standard	Normal	None
4	01/08/2022	Quarterly	Quarterly Residential Admin Levy - 01.04.22 - 30.06.22	337.55	337.55	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
5	01/09/2022	Quarterly	Quarterly Residential Admin Levy - 01.07.22 - 30.09.22	337.55	337.55	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
6	01/09/2022	Quarterly	Quarterly Admin/Sinking Levy - 01.07.22 - 30.09.22	633.35	633.35	547.55	547.55	0.00	0.00%	Standard	Normal	None
7	01/11/2022	Quarterly	Quarterly Admin/Sinking Levy - 01.10.22 - 31.12.22	633.35	633.35	547.55	547.55	0.00	0.00%	Standard	Normal	None
8	01/11/2022	Quarterly	Quarterly Residential Admin Levy - 01.10.22 - 31.12.22	337.55	337.55	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
9	01/02/2023	Quarterly	Quarterly Residential Admin Levy - 01.01.23 - 31.03.22	337.55	337.55	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
10	01/02/2023	Quarterly	Quarterly Admin/Sinking Levy - 01.01.23 - 31.03.23	633.35	633.35	547.55	547.55	0.00	0.00%	Standard	Normal	None
11	01/06/2023	Quarterly	Quarterly Residential Levy 01/04/2023 - 30/06/2023	320.25	320.25	0.00	0.00	0.00	0.00%	Standard	Normal	Residential
12	01/06/2023	Quarterly	Quarterly Admin/Sinking Levy 01/04/2023 - 30/06/2023	1,121.70	1,121.70	870.30	870.30	0.00	0.00%	Standard	Normal	None
13	01/09/2023	Quarterly	Quarterly Admin/Sinking Levy 01/07/2023 - 30/09/2023	1,121.70	1,121.70	870.30	870.30	0.00	0.00%	Standard	Normal	None

The Owners Units Plan 3593

One Sydney, 1-5 Sydney Avenue, BARTON ACT 2600

Lot 22 Unit 14/1 Prasanthi Medical Services Pty Ltd UE / AE: 108.00 / 10,000.00

Lot	Unit	Frequency	Description	Admin Fund	Sinking Fund	Interest	Unallocated	Standard	Normal	Residential
14	01/09/2023	Quarterly	Quarterly Residential Levy 01/07/2023 - 30/09/2023	320.25	320.25	0.00	0.00	0.00%	Standard	Normal Residential
15	01/11/2023	Quarterly	Quarterly Residential Levy 01/10/2023 - 31/12/2023	320.25	320.25	0.00	0.00	0.00%	Standard	Normal Residential
16	01/11/2023	Quarterly	Quarterly Admin/Sinking Levy 01/10/2023 - 31/12/2023	1,121.70	1,121.70	870.30	870.30	0.00%	Standard	Normal None
17	01/02/2024	Quarterly	Quarterly Admin/Sinking Levy 01/01/2024 - 31/03/2024	1,121.70	0.00	870.30	0.00	0.00%	Standard	Normal None
18	01/02/2024	Quarterly	Quarterly Residential Levy 01/01/2024 - 31/03/2024	320.25	0.00	0.00	0.00	0.00%	Standard	Normal Residential

Current position: Unallocated prepayments \$0.00 Levy arrears & owner invoices due \$0.00 Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid			
24/01/2022	2447	Receipt	Banked		885.25	0.00	526.50	0.00	0.00	1,411.75		1, 2
28/06/2022	2552	Receipt	Banked		0.00	0.00	0.00	0.00	1,028.10	1,028.10		
14/07/2022		Unalloc money allocation		Levy Posting	551.40	0.00	476.70	0.00	(1,028.10)	0.00		3
26/07/2022	2593	Receipt	Banked		419.50	0.00	70.85	0.00	0.00	490.35		3, 4
19/08/2022	2686	Receipt	Banked		970.90	0.00	547.55	0.00	0.00	1,518.45		6, 5
31/10/2022	2818	Receipt	Banked		970.90	0.00	547.55	0.00	0.00	1,518.45		7, 8
31/01/2023	2921	Receipt	Banked		970.90	0.00	547.55	0.00	0.00	1,518.45		10, 9
30/05/2023	3016	Receipt	Banked		1,441.95	0.00	870.30	0.00	0.00	2,312.25		12, 11
31/08/2023	3127	Receipt	Banked		1,441.95	0.00	870.30	0.00	0.00	2,312.25		13, 14
30/10/2023	3218	Receipt	Banked		1,441.95	0.00	870.30	0.00	0.00	2,312.25		16, 15



CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 29.03.23
Policy No.: 06S9476600
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 24th March 2023
 To 4.00pm 24th March 2024

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 3593	
Situation :	1-5 Sydney Avenue Barton	ACT 2600
Section 1 :	Building including common contents	\$ 101,505,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 15,225,750
	Catastrophe or Emergency (15%)	\$ 15,225,750
	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	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$100,000	bursting, leaking, discharging or overflowing of pipes and/or apparatus and any resultant damage
Section 1	\$100,000	all water damage claims
Section 1	\$500,000	all storm and tempest claims
Section 1	\$ 10,000	all other claims + as per policy wording
Section 2	\$ 10,000	all claims



CERTIFICATE OF CURRENCY

Unit Plan 3593
(SUU NSW U7966 0181933/001)

Section 3 \$ 10,000 all claims

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

Special Terms/ Conditions:

1 . Risk Survey
~~~~~

Cover under this policy is subject to a Risk Survey being conducted by
Strata Unit Underwriters and implementation by the insured of any
reasonable suggested risk improvements within 60 days of request.

Should the insured not make the reasonable suggested risk improvements
within 60 days of the request, and should the Risk Survey of the
premises show an increased risk of loss, damage of liability in relation
to the premises, Strata Unit Underwriters may charge an additional
premium, change the cover of your policy and/or impose special
conditions to reflect the increased risk of loss, damage or liability.
Strata Unit Underwriters may also cancel the policy if permitted by the
Insurance Contracts Act 1984 (Cth).

It is important for the insured to know that Strata Unit Underwriters
may make changes to this Policy as a result of a change in the insured's
information. When there is a change, Strata Unit Underwriters will
inform you. If the insured is not satisfied with the changes, the
insured may cancel the policy.

2 . Additional policy exclusion Building Defects and Remedial Work
exclusion (applicable to all sections)
~~~~~



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 3593
(SUU NSW U7966 0181933/001)

We will not pay any claims for Damage to Insured Property, Personal Injury, Property Damage, Loss, or Legal Expenses caused directly or indirectly by, contributed by or arising from defect in Fridge Water Connections.

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 3593

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 7/7/22

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

A4 Owners corporation declaration

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



..... 14/7/22

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 ***What is a reduced quorum decision?***

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

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 3593

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 19/4/23

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

A4 Owners corporation declaration

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



..... 19/4/23

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

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NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

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30 March 2023

File No: 1139.6.6

The Owners UP3593

C/o David Grady

Grady Strata & Facilities

PO Box 3197

Manuka ACT 2603

Dear David,

RE: PROPERTY SINKING FUND

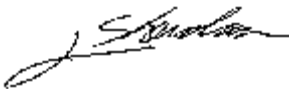
1-5 SYDNEY AVENUE, BARTON ACT

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund report for the above property.

This is an update of the report dated 6 April 2020 with adjustments as noted in section 5.2 of this report.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc

Property Sinking Fund



**1-5 Sydney Avenue, Barton ACT
The Owners, Unit Plan 3593**

March 2023

File No: 1139.6.6

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from David Grady of Grady Strata & Facilities, QS Solutions have prepared an independent sinking fund analysis for unit plan 3593 at 1-5 Sydney Avenue, Barton ACT. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property is located at the intersection of Sydney Avenue, Burbury Close and New South Wales Crescent at Barton ACT and is approximately 63m by 76m.

The property contains an eight storey residential and commercial building plus three levels of basement car parking and roof level plant rooms. The ground & first floor contain eleven commercial lots plus air conditioned common corridors and common amenities. Levels two to seven contain two towers, central courtyards and store room structure and 79 residential lots.

The building is extensively glazed and has painted and face concrete trims and balconies. The two storey section at the back of the property has a glazed and metal clad façade. The roof of one tower is flat concrete with exposed painted membrane and the second tower roof is flat metal with box gutters. The level two store room has a metal roof.

The property is serviced by 3 passenger lifts, central hot water systems, security recording system, security entry system, ventilation fans, basement subsoil pumps and a fire alarm system.

The property contains raised planters at ground level and entry lobby awnings.

3. Valuation Methodology

This sinking fund assists the units plan owners in estimating the money it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the buildings anticipated capital expenditure.

3.1 Benefits of future planning

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a units plan cash flow provision;
- Improves a units plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the owners corporation which can not be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the draft unit plan and have prepare the report on the verbal advise as provided during the inspection. No architectural plans, services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the units plan owners.

5.1 Site inspection

The property was visited on 13 July 2015 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

5.2 Update scope of work.

This report is an update of the report dated 6 April 2020 . Asset costs have been indexed to 2023 and reinstatement years adjusted. The update also includes minor adjustments to assets, life expectancies and costs following discussions with the building manager.

5.3 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer available or more cost effective alternative may becomes available.

5.4 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Building defects and associated consultant and legal costs.
- Structural works or minor repairs to basement slab cracking or façade cracking.
- Cleaning or washing down the façade.
- Garbage chutes as no expenditure anticipated.
- Loose furniture including entry lobby lounge, pot plants and external umbrellas.
- Lot air-conditioning plant and ventilation fans as maintained by lot owners.
- Repainting the painted sections of the building façade.
- Access control system.
- Expand security recording system.
- Sealing the basement car park.
- Courtyard floor tiles, pergolas and vergola as understood to be maintained by lot owners.
- Upgrading existing car park lighting to led lighting as recently completed.
- Car park boom gates.
- Variable speed drives.
- Car space and store room enclosures including doors and motors.
- Garden area pole lights.
- Garbage room roller doors and ventilation grills to the façade.
- Installing fibre optic cabling.

5.5 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- Replacing the existing roof membrane and Level 3 courtyard membrane.
- Installing air-conditioning condenser covers.
- Residential entry refurbishment.
- Replacing the access control system and upgrading the video intercom system.
- A general allowance for electric car charging.
- Resurfacing the loading dock driveway.
- Repairing facade delaminating slab edges.
- Car park line marking.
- Basement sub soil pumps.
- Overhaul metal roofing.
- Letter box's.
- Annual fire safety work including fire doors, detectors, emergency lighting, exit lighting, fire hose reels and fire extinguishers.
- Minor works only to water mains and drainage pipes.
- Passenger lift replacement.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

	Reinstatement years		Reinstatement Cost (2023)	Sinking fund contributions					* Year of reinstatement					4% Building Inflation Rate			
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033				
UP3593, 1-5 Sydney Avenue, Barton ACT Assets as at March 2023																	
1	5	20	150,000	33,694	35,042	36,444	37,901	39,417	13,429	13,966	14,524	15,105	15,709				
2																	
3	4	7	8,500	2,342	2,435	2,533	2,634	1,657	1,723	1,792	1,864	1,938	2,016				
4	1	10	70,000	72,800	8,976	9,335	9,708	10,096	10,500	10,920	11,357	11,811	12,284				
5	13	15	27,000	2,704	2,812	2,925	3,041	3,163	3,290	3,421	3,558	3,700	3,848				
6	20	22	17,000	1,251	1,301	1,353	1,407	1,463	1,522	1,583	1,646	1,712	1,780				
7	Internal Painting																
8	8	11	81,000	12,031	12,512	13,012	13,533	14,074	14,637	15,223	15,832	16,454	17,091				
9	8	11	5,000	743	772	803	835	869	904	940	977	1,015	1,054				
10	8	11	15,000	2,228	2,317	2,410	2,506	2,606	2,711	2,819	2,932	3,043	3,157				
11	6	10	7,000	1,335	1,389	1,444	1,502	1,562	1,625	1,692	1,761	1,831	1,902				
12	1	15	1,500	1,560	1,40	146	152	158	164	171	178	185	192				
13	4	9	2,500	689	716	745	775	809	840	872	904	937	971				
14	External Painting																
15	4	9	10,000	2,755	2,865	2,980	3,099	3,223	3,354	3,490	3,631	3,777	3,928				
16	8	11	4,000	594	618	643	668	695	723	752	782	812	843				
17	8	11	9,500	1,411	1,467	1,526	1,587	1,651	1,717	1,785	1,857	1,934	2,014				
18	14	14	18,000	1,704	1,772	1,843	1,917	1,993	2,073	2,156	2,242	2,332	2,425				
19	13	15	89,000	8,913	9,269	9,640	10,026	10,427	10,844	11,278	11,729	12,198	12,686				
20	13	15	5,000	501	521	542	563	586	609	634	659	685	713				
21	2	16	35,000	18,557	19,299	3,249	3,379	3,514	3,654	3,801	3,953	4,111	4,275				
22	Windows And Doors Overhaul																
23	2	3	4,000	2,121	2,206	2,299	2,398	2,501	2,609	2,722	2,840	2,962	3,089				
24	8	11	8,000	1,188	1,236	1,285	1,337	1,390	1,446	1,503	1,564	1,628	1,694				
25	10	12	7,000	863	898	933	971	1,010	1,050	1,092	1,136	1,181	1,228				
26	1	15	30,000	3,120	3,206	3,295	3,388	3,485	3,586	3,690	3,798	3,909	4,023				
27	7	15	22,000	3,665	3,812	3,965	4,123	4,288	4,460	4,638	4,821	5,008	5,200				
28	4	6	3,000	826	860	894	930	969	1,010	1,052	1,097	1,144	1,192				
29	External Structure Overhaul																
30	1	15	25,000	2,600	2,738	2,882	3,031	3,185	3,344	3,508	3,677	3,850	4,028				
31	14	14	15,500	1,467	1,526	1,587	1,651	1,717	1,785	1,857	1,931	2,008	2,089				
32	6	12	26,000	4,960	5,158	5,365	5,579	5,802	6,034	6,274	6,521	6,774	7,034				
33	12	13	8,500	906	942	980	1,019	1,060	1,102	1,146	1,192	1,240	1,289				
34	8	11	3,000	446	463	482	501	521	542	564	586	609	633				
35	1	20	127,000	13,280	13,860	14,455	15,065	15,690	16,330	16,985	17,655	18,340	19,040				
36	4	9	11,000	3,030	3,152	3,278	3,409	3,544	3,684	3,828	3,976	4,128	4,284				
37	3	5	4,000	1,441	1,499	1,559	1,611	1,659	1,709	1,761	1,815	1,871	1,928				
38	10	12	7,000	863	898	933	971	1,010	1,050	1,092	1,136	1,181	1,228				
39	3	6	7,000	2,522	2,623	2,728	2,837	2,949	3,064	3,182	3,303	3,427	3,554				
40	1	15	100,000	10,400	10,954	11,524	12,109	12,709	13,324	13,954	14,600	15,261	15,938				
41	1	15	70,000	7,800	8,248	8,708	9,181	9,667	10,167	10,681	11,210	11,754	12,313				
42	12	15	41,000	4,369	4,543	4,725	4,914	5,111	5,315	5,528	5,749	5,979	6,218				
Brought Forward				560,559	164,804	153,839	158,047	159,112	137,911	140,060	143,443	143,276	149,007				

UP3593, 1-5 Sydney Avenue, Barton ACT Assets as at March 2023 Carried Forward	Reinstatement years		Reinstatement Cost (2023)	Sinking fund contributions										* Year of reinstatement			4% Building Inflation Rate							
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
43 Hydraulic Services				560,559	164,804	153,839	158,047	159,112	137,911	140,060	143,443	143,276	149,007											
44 Basement sump pumps	1	6	7,000	7,280	1,389	1,444	1,502	1,562	1,625	1,690	1,757	1,827	1,901											
45 Hot water system	1	14	30,000	31,200	2,954	3,072	3,195	3,322	3,455	3,594	3,737	3,887	4,042											
46 Minor works to water supply & drainage pipes	2	6	7,000	3,711	3,860	1,444	1,502	1,562	1,625	1,690	1,757	1,827	1,901											
47 Mechanical																								
48 Cover A/C condensers, 1 Sydney Ave	1	0	115,000	119,600	0	0	0	0	0	0	0	0	0											
49 Carpark exhaust controls	12	15	15,500	1,652	1,718	1,786	1,858	1,932	2,009	2,090	2,173	2,260	2,351											
50 Car park ventilation fans	1	15	12,000	12,480	1,122	1,167	1,214	1,263	1,313	1,366	1,420	1,477	1,536											
51 Toilet & plant room ventilation	6	10	4,000	763	794	825	858	893	928	962	1,000	1,040	1,080											
52 Commercial lobby airconditioning	12	15	11,000	1,172	1,219	1,268	1,318	1,371	1,426	1,483	1,542	1,604	1,668											
53 Security Systems																								
54 Security recording equipment & cameras	2	6	5,500	2,916	3,033	1,135	1,180	1,227	1,277	1,328	1,381	1,436	1,493											
55 Replace access control system	18	20	60,000	4,740	4,929	5,126	5,331	5,545	5,766	5,997	6,237	6,486	6,746											
56 Overhaul access control system	5	8	8,000	1,797	1,869	1,944	2,021	2,102	2,188	2,274	2,364	2,458	2,556											
57 Upgrade to video intercom system	18	20	68,000	5,372	5,586	5,810	6,042	6,284	6,535	6,797	7,069	7,351	7,645											
58 Overhaul video intercom system	4	5	5,000	1,377	1,433	1,490	1,549	1,614	1,686	1,754	1,824	1,897	1,973											
59 Electrical																								
60 Electric car charging	3	0	45,000	16,216	16,864	17,539	0	0	0	0	0	0	0											
61 Additional carpark lighting	1	0	16,000	16,640	0	0	0	0	0	0	0	0	0											
62 External lighting	10	12	10,000	1,233	1,282	1,334	1,387	1,442	1,500	1,560	1,622	1,687	1,755											
63 Television antenna system incl boosters & filters	12	13	2,000	213	222	230	240	249	259	270	280	292	303											
64 General electrical work	2	3	4,000	2,121	2,206	1,559	1,621	1,686	1,754	1,824	1,897	1,973	2,052											
65 Fire Services																								
66 Annual fire safety work	1	1	7,000	7,280	7,571	7,874	8,189	8,517	8,857	9,212	9,580	9,963	10,362											
67 Fire indicator panel	10	12	7,000	863	898	933	971	1,010	1,050	1,092	1,136	1,181	1,228											
68 Passenger Lifts																								
69 Passenger Lift replacement (3 of 5)	8	25	850,000	126,249	131,299	136,551	142,013	147,693	153,601	159,745	166,135	174,464	183,826											
70 General																								
71 Garbage bin lifter replacement	7	11	12,000	1,999	2,079	2,162	2,249	2,339	2,432	2,530	2,633	2,741	2,854											
72 Garbage bin chute track & motor (No 2)	7	11	8,000	1,333	1,386	1,442	1,499	1,559	1,622	1,687	1,755	1,827	1,901											
73 External signage	10	12	4,000	493	513	533	555	577	600	624	649	675	702											
74 Overhaul common amenities (fixtures & finishes)	14	14	48,000	4,544	4,726	4,915	5,112	5,316	5,529	5,750	5,980	6,219	6,468											
75 Overhaul letter box's	1	14	8,500	8,840	837	870	905	941	979	1,018	1,059	1,101	1,145											
76 Contingency / Minor Items 5%				47,132	18,230	17,815	17,518	17,941	17,243	17,748	18,277	13,798	14,349											
77 Sinking fund accumulation (excluding GST)				989,774	382,821	374,108	367,877	376,760	362,109	372,699	383,826	289,748	301,338											

UP3593, 1-5 Sydney Avenue, Barton ACT Sinking fund levies at 4% increas PA ** (excluding GST)	Opening Bal.	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
	595,555	300,306	312,318	324,811	337,803	351,315	365,368	379,983	395,182	410,989	427,429

** The sum of row 77 smoothed after deducting the opening balance

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

UP3593, 1-5 Sydney Avenue, Barton ACT Assets as at March 2023	Reinstatement years		Reinstatement Cost (2023)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate			
	First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033				
1 Refurbishments																	
2 Residential entry lobbies	5	20	150,000														
3 Floor Finishes & Tiling																	
4 Entry lobby & residential level carpets	4	7	8,500						9,944 *								
5 Resurface loading dock driveway	1	10	70,000	72,800 *													
6 Tiling of disabled bathrooms / showers	13	15	27,000														
7 Tiling of disabled bathrooms / showers	20	22	17,000														
7 Internal Painting																	
8 Residential corridors incl doors & garbage rooms	8	11	81,000													110,854 *	
9 Residential entry lobby	8	11	5,000													6,845 *	
10 Commercial lobbies & amenities	8	11	15,000													20,529 *	
11 Car park doors & walls (repaint existing)	6	10	7,000													8,857 *	
12 Car park line marking, bike store floor & bollards	1	15	1,500	1,560 *													
13 Main garbage room floors	4	9	2,500						2,925 *								
14 External Painting																	
15 Raised planter & retaining walls	4	9	10,000						11,699 *								
16 Electrical substation	8	11	4,000													5,474 *	
17 Roof level plant room walls and screens	8	11	9,500													13,001 *	
18 Paint balcony soffits	14	14	18,000														
19 Roof and entry awning steel columns & awning	13	15	89,000														
20 Level 2 store room walls	13	15	5,000														
21 Touch up horizontal & vertical trims	2	16	35,000						37,856 *								
22 Windows And Doors Overhaul																	
23 Motors to car park entry gates (1 of 3)	2	3	4,000						4,326 *							5,474 *	
24 Car park gates overhaul	8	11	8,000													10,949 *	
25 Automatic entry door controls	10	12	7,000														
26 Reseal inaccessible windows	1	15	30,000	51,200 *													
27 Window and balcony doors overhaul	7	15	22,000													28,950 *	
28 Common internal doors	4	6	3,000						3,510 *								4,441 *
29 External Structure Overhaul																	
30 Balcony floor membranes & drains	1	15	25,000	26,000 *													
31 Glazed balcony & courtyard railings	14	14	15,500														
32 Metal roof incl. gutters, flashings, cappings, awnings	6	12	26,000													32,898 *	
33 Street awnings overhaul	12	13	8,500														
34 Sky lights	8	11	3,000													4,106 *	
35 Repair facade delaminating slab edges	1	20	127,000	152,080 *													
36 Paving & tiles to ground floor entries (overhaul)	4	9	11,000						12,868 *							5,474 *	
37 Tactile floor tiles	3	5	4,000						4,499 *								
38 Turf, paving and tiles overhaul to lower level	10	12	7,000														
39 Landscaping & irrigation overhaul	3	6	7,000														
40 Replace roof membrane 5 Sydney Ave	1	15	100,000	104,000 *													
41 Level 3 courtyard waterproofing	1	15	70,000	72,800 *													
42 Overhaul raised planters waterproofing	12	15	41,000														
Brought Forward				440,440	42,182	12,374	40,945	187,365	41,756	28,950	182,704	9,963	10,362	25,164			

UP3593, 1-5 Sydney Avenue, Barton ACT Assets as at March 2023 Carried Forward		Reinstatement years		Reinstatement Cost (2023)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate		
		First	Subsequent		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033			
43	Hydraulic Services				440,440	42,182	12,374	40,945	187,365	41,756	28,950	182,704	9,963	25,164			
44	Basement sump pumps	1	6	7,000	7,280 *						9,212 *						
45	Hot water system	1	14	30,000	31,200 *												
46	Minor works to water supply & drainage pipes	2	6	7,000	7,571 *							9,580 *					
47	Mechanical																
48	Cover A/C condensers, 1 Sydney Ave	1	0	115,000	119,600 *												
49	Carpark exhaust controls	12	15	15,500													
50	Car park ventilation fans	1	15	12,000	12,480 *												
51	Toilet & plant room ventilation	6	10	4,000						5,061 *							
52	Commercial lobby airconditioning	12	15	11,000													
53	Security Systems																
54	Security recording equipment & cameras	2	6	5,500	5,949 *							7,527 *					
55	Replace access control system	18	20	60,000													
56	Overhaul access control system	5	8	8,000				9,733 *									
57	Upgrade to video intercom system	18	20	68,000													
58	Overhaul video intercom system	4	5	5,000				5,849 *					7,117 *				
59	Electrical																
60	Electric car charging	3	0	45,000			50,619 *										
61	Additional carpark lighting	1	0	16,000	16,640 *												
62	External lighting	10	12	10,000										14,802 *			
63	Television antenna system incl boosters & filters	12	13	2,000													
64	General electrical work	2	3	4,000	4,326 *			4,867 *				5,474 *					
65	Fire Services																
66	Annual fire safety work	1	1	7,000	7,280 *	7,874 *	8,189 *	8,517 *	8,857 *	9,212 *	9,580 *	9,963 *	10,362 *				
67	Fire indicator panel	10	12	7,000										10,362 *			
68	Passenger Lifts																
69	Passenger Lift replacement (3 of 3)	8	25	850,000								1,163,284 *					
70	General																
71	Garbage bin lifter replacement	7	11	12,000							15,791 *						
72	Garbage bin chute track & motor (No 2)	7	11	8,000							10,527 *						
73	External signage	10	12	4,000										5,921 *			
74	Overhaul common amenities (fixtures & finishes)	14	14	48,000													
75	Overhaul letter box's	1	14	8,500	8,840 *												
76	Contingency / Minor Items 5%				47,132	18,230	17,815	17,518	17,941	17,243	17,748	18,277	13,798	14,349			
77	Sinking fund expenditure (excluding GST)				690,892	85,830	88,681	72,501	228,422	72,917	91,440	1,396,426	40,840	80,960			

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

UP3593, 1-5 Sydney Avenue, Barton ACT				
Annual sinking fund cashflow excluding GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2023-2024	595,555	300,306	690,892	204,969
2024-2025	204,969	312,318	85,830	431,457
2025-2026	431,457	324,811	88,681	667,587
2026-2027	667,587	337,803	72,501	932,889
2027-2028	932,889	351,315	228,422	1,055,783
2028-2029	1,055,783	365,368	72,917	1,348,233
2029-2030	1,348,233	379,983	91,440	1,636,776
2030-2031	1,636,776	395,182	1,396,426	635,532
2031-2032	635,532	410,989	40,840	1,005,681
2032-2033	1,005,681	427,429	80,960	1,352,149

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

QS Solutions

1 February 2023

File No: 1139.6.5

The Owners Unit Plan 3593

C/o David Grady

Grady Strata & Facilities

PO Box 3197

Manuka ACT 2603

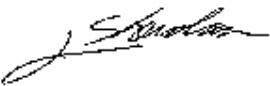
Dear David,

RE: REINSTATEMENT COST ASSESSMENT UPDATE
1-5 SYDNEY AVENUE, BARTON ACT

Further to our proposal and your subsequent commission, we are pleased to enclose our property insurance reinstatement cost assessment for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc

Reinstatement Cost Assessment Update



**Unit Plan 3593
1-5 Sydney Avenue, Barton Act**

February 2023

File No: 1139.6.5

QS Solutions

23 Kirkwood Avenue
Epping NSW 2121
Telephone: 02 9876 4757

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1. Introduction

Under instructions from David Grady of Grady Strata & Facilities, QS Solutions have prepared this reinstatement cost assessment update for the subject property.

The purpose of this report is to assist in obtaining property insurance quotations for the subject properties from insurance companies and brokers.

Neither the current policy nor any proposed policy information has been provided to QS Solutions in the preparation of this assessment.

The parties to this insurance policy should satisfy themselves as to the wording of the policy and risks covered.

2. Base reconstruction data

2.1 Calculations & measurements

We understand that no significant capital works have been carried out to the property since the original inspection on the 13 July 2015. We have updated the original report by reviewing current construction rates, escalation rates and professional fees as applied to the previously calculated costs.

All base reconstruction cost data including demolition, reconstruction and professional fees are exclusive of GST.

2.2 Demolition and disposal cost

The cost includes for making safe the damaged building, demolishing the existing structure and grubbing up the existing foundations, removing any remaining debris and shoring and temporarily protecting any adjoining buildings where appropriate.

2.3 Reconstruction cost

This is the anticipated cost of totally reconstructing the property using conventional tendering methods and completed documentation at the policy commencement date. The cost allows for reconstructing the building in accordance with current regulations. An allowance for heritage work is included where applicable.

Professional fees, escalation and demolitions costs are not included within this amount.

Foundation costs are based on typical sub-soil conditions bearing in mind the type and location of the building.

Where we have been unable to examine elements of the structure we have assumed the use of reasonable materials and construction methods bearing in mind the age and character of the building.

Allowance has been made for the effect of currency fluctuations on imported building materials and services from overseas.

2.4 Professional fees

This allowance covers the professional fees for the following disciplines when appropriate:

- Quantity Surveyor,
- Project Manager,
- Architect,
- Structural Engineer,
- Council Fees,
- Building and Design approval,
- Mechanical and Electrical design,
- Minor fees such as acoustic & soil testing,
- Disbursements and sundries.

2.5 Cost escalation

This inflation cost provision is applied to the reconstruction cost for the period of demolition, re-documentation and reconstruction. Separate cost escalations are included for the first year and years thereafter disaster. No allowance has been made for any abnormal factors such as earthquakes, major floods and tempests, which would affect escalation.

2.6 Demolition, documentation and construction durations

Demolition, re-documentation and construction periods are based on working weeks and the current award agreements of a thirty-eight hour, five day week.

It is assumed that demolition will be carried out in conjunction with re-documentation and that the normal period for obtaining permits and approvals for this type of building will be required.

3. Reinstatement cost data

The reinstatement cost figures represent the total reconstruction cost assuming total destruction.

- The cost assessment as at 24 September 2023 is the total re-construction cost if destruction occurs on the first day of the insurance period.
- The cost assessment as at 23 September 2024 is the total re-construction cost if destruction occurs on the last day of the insurance period.

Our reinstatement cost assessment is provided inclusive and exclusive of GST. We recommend you discuss this with your tax advisors and insurer to determine if GST should be included within this insurance valuation.

4. Exclusions

Items excluded from the reinstatement cost assessment are:

- Cost of renting alternative accommodation and consequential loss,
- Loss of rent, relocation expenses and leasing up period on completion,
- Cost of professional fees incurred in the preparation of a claim following a loss,
- Costs in connection with changes in plot ratio,
- Variations to current design of the building,
- Common property loose furniture, fittings and works of art,
- Occupant fit out including furniture, curtains, blinds, carpets and painting not forming part of the building,
- Contributions to fitout and tenant incentive costs,
- Trade or advertising signs, logos and similar items,
- External works beyond the boundary of the site including in ground services,
- Finance charges for reconstruction,
- Unexpected delays in obtaining approvals caused by appeals or abnormal factors,
- The presence and subsequent removal of asbestos.

5. Property description and photograph

5.1 Property description

The property is located at the intersection of Sydney Avenue, Burbury Close and New South Wales Crescent at Barton ACT and is approximately 63m by 76m. The property contains an eight storey residential and commercial building plus three levels of basement car parking. The ground & first floor contains 11 commercial lots, common corridors and common amenities. Levels two to seven contain two towers with 78 residential lots. The building is extensively glazed, contains balconies and is concrete framed. The two storey structure at the back of the property has a glazed and metal clad façade. The property is serviced by 3 passenger lifts and is air-conditioned.

5.2 Fire Protection provisions

The property contains a centralised fire alarm system, fire hose reels, fire extinguishers and fire hydrants. The basement contains a fire sprinkler system.

5.3 Property photograph



6. Reinstatement cost assessment update

UP3593
1-5 Sydney Avenue, Barton Act

Base Reconstruction Data, 24 September 2023

Policy commencement date	24 September 2023
Demolition and disposal cost	\$3,800,000
Base reconstruction cost	\$66,338,000
Professional fees	\$11,874,000
Cost escalation, first year	5.00%
Cost escalation, years thereafter	4.50%
Demolition, documentation and permit application duration	50 weeks
Reconstruction duration	71 weeks

Reinstatement Cost Assessment

Total building reinstatement cost based on the above reconstruction data and notes within this report

	Start of insurance	End of insurance
Disaster date / start of reinstatement	24 September 2023	23 September 2024
Reinstatement cost excluding GST	\$88,277,000	\$92,277,000
Reinstatement cost including GST	\$97,105,000	\$101,505,000

7. Disclaimer

This reinstatement cost assessment has been prepared for the sole purpose of insurance and is not to be used for any other purpose. The contents of this assessment are confidential to the instructing party and essential parties dealing with the property insurance reinstatement cost assessment and is not to be distributed to anyone else without the agreement of Justin Sheridan and QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this report.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

Statement of Financial Position - Group

As at 30/11/2023

The Owners Units Plan 3593

One Sydney, 1-5 Sydney Avenue, BARTON ACT
2600

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	141,564.98
Owners Equity--Admin	(164,830.40)
	<u>(23,265.42)</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	(45,680.37)
Owners Equity--Sinking	593,393.66
	<u>547,713.29</u>
Net owners' funds	<u><u>\$524,447.87</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(42,697.01)
Receivable--Levies--Admin	23,990.76
Receivable--Owners--Admin	194.00
	<u>(18,512.25)</u>
Sinking Fund	
Cash at Bank--Sinking	284,810.89
Investments--Sinking	250,000.00
Receivable--Levies--Sinking	18,613.91
	<u>553,424.80</u>
Unallocated Money	<u>0.00</u>
Total assets	<u><u>534,912.55</u></u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	5,263.37
Prepaid Levies--Admin	(510.20)
	<u>4,753.17</u>
Sinking Fund	
Creditor--GST--Sinking	5,711.51
	<u>5,711.51</u>
Unallocated Money	<u>0.00</u>
Total liabilities	<u><u>10,464.68</u></u>
Net assets	<u><u>\$524,447.87</u></u>

Commercial

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin

919.46

Owners Equity--Admin

28,921.67

29,841.13

Sinking Fund

Operating Surplus/Deficit--Sinking

0.00

Owners Equity--Sinking

0.02

0.02

Net owners' funds

\$29,841.15

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin

28,639.07

Receivable--Levies--Admin

1,501.24

30,140.31

Sinking Fund

Cash at Bank--Sinking

0.02

0.02*Total assets*30,140.33

Less liabilities

Administrative Fund

Creditor--GST--Admin

299.18

299.18

Sinking Fund

0.00*Total liabilities*299.18

Net assets

\$29,841.15

Residential

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin

10,555.01

Owners Equity--Admin

(1,405.83)

9,149.18

Sinking Fund

Operating Surplus/Deficit--Sinking

0.00

0.00

Net owners' funds

\$9,149.18

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin

2,624.32

Receivable--Levies--Admin

7,313.79

9,938.11

Sinking Fund

0.00*Total assets*9,938.11

Less liabilities

Administrative Fund

Creditor--GST--Admin

278.73

Prepaid Levies--Admin

510.20

788.93

Sinking Fund

0.00*Total liabilities*788.93

Net assets

\$9,149.18

Unit Titles (Management) Certificate Determination 2021

Section 119 Certificate

Unit Titles (Management) Act 2011

Units Plan No. 3593

Unit no: 22

Unit entitlement: 108 Total unit entitlement: 10000

Unit owner/eligible person: Prasanthi Medical Services Pty Ltd/

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	Mark Painting One Sydney, 21/5 Sydney Avenue, BARTON ACT 2600
Member	Helen Milne One Sydney, 13/1 Sydney Avenue, BARTON ACT 2600
Member	Emilia Atmanagara One Sydney, 41/5 Sydney Avenue, BARTON ACT 2600
Member	Justin Wasserman One Sydney, 25/1/1-5 Sydney Avenue, BARTON ACT 2600
Member	Zeynep Yesilyurt 72 Pardy Street, PASCOE VALE VIC 3044

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Grady Strata
Unit G7 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G7 / 65 Canberra Avenue
KINGSTON ACT 2604

4. INSURANCE

Policy No.	065947600	Strata Unit Underwriting
Type:	Strata	Broker: Ace Insurance Agencies Pty Ltd PO Box 168, Belconnen ACT 2616
Premium:	\$0.00	Paid on: 24/09/2021 Policy start date: 24/09/2021 Next due: 24/09/2022
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$6,934,083.00	\$500.00
Contents	\$666,770.00	\$500.00
Office Bearers Liability	\$5,000,000.00	\$500.00
Fidelity Guarantee	\$100,000.00	\$500.00
Public Liability	\$20,000,000.00	\$500.00
Govt. Audit Costs	\$25,000.00	\$0.00
Workplace, Health & Safety Breaches	\$100,000.00	\$0.00
Legal Expenses	\$50,000.00	\$0.00
Loss of Rent	\$10,404,612.00	\$0.00

- 4.1 A copy of the Certificate of Currency is attached.
- 4.2 A copy of the current insurance valuation report is attached (if available)

5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Apr 2023

5.2 Contributions due from this unit for the current financial year:
Annual – \$9,249.00

Administrative (General) Fund instalments (as determined under S78):			
Total amount last determined with respect to the lot			\$5,767.80
Number of instalments payable (if contributions payable by instalments)			8
Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 01/04/2023 - 30/06/2023	01 Jun 2023		\$1,121.70
Quarterly Residential Levy 01/04/2023 - 30/06/2023	01 Jun 2023		\$320.25
Quarterly Admin/Sinking Levy 01/07/2023 - 30/09/2023	01 Sep 2023		\$1,121.70
Quarterly Residential Levy 01/07/2023 - 30/09/2023	01 Sep 2023		\$320.25
Quarterly Admin/Sinking Levy 01/10/2023 - 31/12/2023	01 Nov 2023		\$1,121.70
Quarterly Residential Levy 01/10/2023 - 31/12/2023	01 Nov 2023		\$320.25
Quarterly Admin/Sinking Levy 01/01/2024 - 31/03/2024	01 Feb 2024		\$1,121.70
Quarterly Residential Levy 01/01/2024 - 31/03/2024	01 Feb 2024		\$320.25
Amount owing			\$0.00
Interest owing			\$0.00
Total amount owing			\$0.00
Discount applicable for early payment			0.00%

5.3 Sinking Fund instalments (as determined under S89)
Total amount last determined with respect to the lot \$3,481.20
Number of instalments payable (if contributions payable by instalments) 8

Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 01/04/2023 - 30/06/2023	01 Jun 2023		\$870.30
Quarterly Residential Levy 01/04/2023 - 30/06/2023	01 Jun 2023		\$0.00
Quarterly Admin/Sinking Levy 01/07/2023 - 30/09/2023	01 Sep 2023		\$870.30
Quarterly Residential Levy 01/07/2023 - 30/09/2023	01 Sep 2023		\$0.00
Quarterly Admin/Sinking Levy 01/10/2023 - 31/12/2023	01 Nov 2023		\$870.30
Quarterly Residential Levy 01/10/2023 - 31/12/2023	01 Nov 2023		\$0.00
Quarterly Admin/Sinking Levy 01/01/2024 - 31/03/2024	01 Feb 2024		\$870.30
Quarterly Residential Levy 01/01/2024 - 31/03/2024	01 Feb 2024		\$0.00
Amount owing			\$0.00
Interest owing			\$0.00
Total amount owing			\$0.00
Discount applicable for early payment			0.00%

Special levies:
None

Balance of Funds Special Purpose Fund \$0.00

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – \$0.00

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$

5.6 Total outstanding contributions and debts as at the date of this Certificate – \$0.00

6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

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

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

8. DEVELOPER CONTROL PERIOD

The developer control period expired on...

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed sustainability infrastructure. 20kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency
Om Chand	Building Manager	

11. PLANNING AND LAND AUTHORITY

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

12. SINKING FUND FORECAST

A copy of the current approved sinking fund forecast is attached

13. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

A copy of the Minutes of Meetings is attached.

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

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

DATE: 20 December 2023

The Common Seal of
The Owners - Units Plan No .3593
was hereunto affixed in
the presence of




Signature

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G2/65 Canberra Avenue, Kingston on Wednesday 26 July 2023 at 6:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Helen Milne, Justin Wasserman, Mark Painting, Emilia Atmanagara

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady & David Grady

APOLOGIES: Jennifer Quinn, Zeynep Yesilyurt

1 Election of Office Bearers

1. The Committee **elected** Helen Milne to the position of Chair.
2. The Committee **elected** Mark Painting to the position of Treasurer.
3. The Committee **elected** Justin Wasserman to the position of Secretary.
4. The Committee **noted** that the Roles & Responsibilities document has been reviewed, but requested that the Strata Manager provide a copy of the Strata Plan.

2 Reports

2.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **approved** a quote from Drips & Drains Plumbing for the annual plumbing inspection of in-unit plumbing assets in order to seek to resolve ongoing concerns relating to plumbing leaks that have driven up insurance excesses over time.
- c. The Committee **agreed** to continue seeking further information on plumbing isolation switches. Once this information is finalized the Committee will consider the proposal.
- d. The Committee **noted** that the garbage lane resurfacing works resulted in a gas line being cut, as the gas line was not low enough under the concrete. This matter is being pursued with Zinfra to seek resolution. The Committee **noted** that Maple & Clove have lodged a loss of trade claim against the building contractor, which is to be responded to by the contractor.
- e. The Committee **noted** that the carpet on the residential levels of the property continues to present in poor condition, despite cleaning occurring via the Building Manager on a regular basis. Quotes have been sourced for replacement of the carpet, with review of these quotes and receipt of a dark-coloured sample (closest match to the original) of the proposed carpet to be received from the contractors. The quotes will also consider matting outside the lifts for residents and visitors to wipe their feet. Once this is complete a General Meeting will be called for owners' consideration of replacement within the current financial year.
- f. The Committee **agreed** that the current carpet should be covered for any major works that may be occurring on the roof.
- g. The Committee **considered** three quotes for re-waterproofing of the 5 Sydney Avenue roof and **agreed** to proceed with Tiling

- Dynamix for these works. Works will be programmed by TDX and advice on the program of works provided at least 2 weeks in advance of the start date.
- h. The Committee **noted** that Tiling Dynamix's previously approved quote for Level 3 Courtyard re-waterproofing will result in works occurring in mid to late August. A project schedule will be received shortly and provided to all owners and commercial occupants.
 - i. The Committee **agreed** to move forward with the commercial car park signage in the basements, which has been delayed due to ongoing issues extracting information from commercial owners on which tenants have been assigned to which space. This detail will be requested from owners with a deadline of 31 July 2023 and if not supplied production will begin via Screenmakers of the known car spaces allocated, with the commercial owners of the other lots to pay for their own signage.
 - j. The Committee **agreed** to request a mock-up and quote from Screenmakers for the installation of 'Private Parking Residents Only' signage on the sliding gate on ground level.
 - k. The Committee **noted** that the car park leak on ground level is ongoing, with Peak having advised that there are some workmanship issues and some further items that require addressing. These matters have been raised with Blacketts for remediation of original works and quotation of new works.
 - l. The Committee **noted** that external window seal replacements are listed in the Sinking Fund Plan to occur this year and **agreed** to engage Wise Choice for scoping the works for this remedial item.
 - m. The Committee **agreed** to seek a quote from KOTA for cleaning of the basement car park.

2.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.
- b. The Committee **noted** that an application was received out-of-session for installation of signage for Unit 5/3 Sydney Avenue. This signage was proposed in a location that was previously rejected for the grant of a Special Privilege by a previous tenant, therefore the Committee **agreed** to follow the Owners Corporation wishes in relation to this proposal and **rejected** the application.
- c. The Committee **noted** that the owners of Unit 37/1 Sydney Avenue have requested compensation in the form of immediate financial relief from the Owners Corporation equivalent to Body Corporate Levies from December 2020 to at least February 2023, which is a claim in excess of \$35,000. The Committee **noted** that the prior Committee had referred the matter to Proctor Legal for advice, however this advice was delayed whilst the roofing works from Bay Building were revisited by the insurer and the builder. The Committee **noted** that Proctor Legal have requested a timeline of events and all correspondence between the Owners Corporation, Unit Owners, Bay Building, The Insurer and Assessor, which the Strata Manager undertook to provide to Proctor Legal as soon as

- possible, **noting** that this will be in excess of 150 singular pieces of correspondence at minimum.
- d. The Committee **noted** that the signage for SportsCare and Adecco located on Common Property has not yet been removed despite requests and **agreed** to follow up to ensure this is removed by the end of the week beginning 31 July 2023.
 - e. The Committee **noted** that the insurance claim for Unit 27/5 has not been accepted as the cost for repairs is below the excess for the policy. The Committee **agreed** to follow up with the insurer to ensure they have considered all concerns raised by the owner before receiving their official acceptance/decline.
 - f. The Committee **noted** that there have been back-to-back emergency evacuations of the property and **agreed** for the Strata Manager to review the cause.
 - g. The Committee **noted** that a recent claim for damage to a glazing panel to a units balcony sliding door has been rejected by their contents insurer and the building insurance policy won't cover the costs as the rectification is below the excess. The Committee **agreed** to remind owners to ensure their insurance policies provide appropriate coverage.
 - h. The Committee **agreed** to seek quotes for replacing the cladding on the underside of the 5 and 3 Sydney Avenue awnings, which has not been confirmed as flammable/non-flammable but was the only section of cladding not replaced during the insurance claim for hail damage.
 - i. The Committee **agreed** to implement a new maintenance regime for the roof of 1 Sydney Avenue, to be quoted by a roofing company.

BUILDING MANAGER REPORT

UP 3593 1-5 Sydney Avenue

Waste areas

- BM is monitoring the cleaning of waste enclosure. BM to check that cardboard boxes flatten if any found in the bins.
- Commercial waste area tidied and cleaned as best as I could. Commercials not keeping waste area clean. Requires further followup.
- Everyone has been great with separating recyclables and general waste in residential waste room.
- Bins have been washed by ACT Wheelie clean
- M&M Rolfe – all bins and chutes clean.

General items & Security

- FIP checked by BM on daily basis and report faults if found on the fire panel.
- No system issues
- BM has replaced globes as required
- Lift Blankets are regularly being used
- Lifts are running well, no issues, new phone lines inserted
- Innov8 will be replacing skirting on all levels

- Pedestals have been replaced under some tiles at the entrance of 1 Sydney Avenue.
- KOTA clean of carpark to be quoted.

Maintenance required

- All preventative maintenance as per scheduled register has been attended to. Register attached.

Maintenance performed

- Daily perimeter and building walk throughs and relevant reporting on issues.
- Rubbish removal from gardens and paths
- Blowing of pathways, weather permitting
- Corporate Gardens Bi-Weekly attendance.
- FORM1 – maintenance of Building fire securities
- M&M Rolfe Cleaning
- Schindler – serviced lifts & replace phone lines
- Rentokil – service Pest nest
- Pacific FM – servicing of CO sensors and HVAC
- MSR – maintenance of doors
- High Standards Access – Building and window clean
- Elephant's Foot – repair and service bin lifters
- Innov8 – painting of stair well - DOMA

Ongoing & General works:

- WERP evacuation plans have been updated

- Form1 – replace alarm/break glass after evacuation

Emergency works:

- Demolition of waste/loading area: BLACKETTS
Works did commence on Tuesday 2/5, however this came to an abrupt halt at approx. 8.45am when the mains gas line had been cut through by Condrill. This was due to no fault of their own, the services were not placed at the correct depth in the first instance of building.
We had 3 Fire Brigades, Hazmat, approx. 15 Police, 3 Zinfra emergency response trucks and Workcover attend site.
1-5 had to be evacuated. The whole block had been shut down.

**Annual General Meeting
'ONESydney'
1-5 Sydney Avenue, Barton**

Note: Minutes are 'draft' and subject to minor change until adopted at the next Annual General Meeting.

Held at The National Press Club, 16 National Circuit, Barton, ACT on the 19th of April 2023 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 41/5, 30/1, 27/5, 4/3, 11/1, 5/5, 21/5, 40/5, 17/5, 1/5, 11/1, 35/5, 19/1, 34/5, 7/1, 13/1, 26/1.

Absentee Voting Forms: Units: 23/1, 17/1 & Lots 91 & 92

Proxy Forms: Unit 2/1 IFO The Chairperson

Helen Milne assumed the position of Chair as the Chair of the outgoing Executive Committee and welcomed members to the meeting.

Mr Michael Grady of Grady Strata & Facilities introduced the team from Grady Strata & Facilities and outlined the process for discussion and voting during the meeting.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the 2022 AGM Minutes as provided."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS 2022/23

Amended Motion 2: *"That the Owners Corporation adopt the audited financial statements for the financial year ended 31 March 2023, subject to entry to a journal to shift an insurance payment for insurance for 2023-2024 from the 2022/23 financial year to the current financial year."*

The meeting noted that the financial liability for the insurance premium had been paid in the financial year ended 31 March 2023, however should have been entered during the current financial year and an amendment to the financial papers would be required.

Motion Carried

SINKING FUND PLAN

ITEM 3 – SINKING FUND PLAN UPDATE

Motion 3: *“That the Owners Corporation adopt QS Solutions Sinking Fund Plan as provided with the 2023 Annual General Meeting Package.”*

The meeting noted that an updated Sinking Fund Forecast was sought during the 2022/23 financial year, with detailed review undertaken by Grady Strata and the Executive Committee.

The meeting noted that the Sinking Fund Plan now included funding for a number of items that were either excluded in the prior plan, or previously projected to require replacement at a much later date than is currently anticipated based on the condition of the site. These items include lift replacement, rooftop waterproofing, Level 3 courtyard waterproofing, rendered slab edge repairs, balcony overhauls and replacement of inaccessible window seals, planning works for gas hot water changeover to electric and Electric Vehicle (EV) charging facility installations.

The meeting noted advice from Michael Grady of Grady Strata & Facilities that the ACT Fire Brigade is presently concerned about the risk of electric vehicle fires, especially in relation to how difficult these fires are to extinguish, and agreed to defer EV charging considerations until ACT Fire & Rescue’s concerns were appropriately detailed.

The meeting noted that the Sinking Fund Plan currently includes replacement of the new (18-month-old) carpet in the corridors due to the noticeable soiling occurring on that carpet. The meeting agreed to defer this replacement for 12 months, with trial options of mat inserts outside the lifts on Level 3 to be investigated before a plan is brought back to the 2023 Annual General Meeting. The meeting further agreed to pursue the installer for issues resulting from poor installation in some corridors.

2023/24 BUDGET

ITEM 4 - 2023/2024 BUDGET

Motion 4: *“That the Owners Corporation adopts an administrative budget of \$377,671.12 (Plus GST) and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

The meeting noted advice from the Strata Manager that the increase in levies proposed in the Administrative Fund were resultant from highly increased insurance excesses for the property, which have been indicated by the broker as the result of the quantum of claims due to two hail storms and leaks from unit-owned plumbing assets.

Motion Carried

Amended Motion 5: *“That the Owners Corporation adopts a Sinking Fund levy of \$293,026 (Plus GST) and a Sinking Fund expenditure budget of \$690,892 (Plus GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

The meeting noted an amendment was required to the original proposed budget due to the 1-year delay in carpet replacement, resulting in a saving of \$7,280 (ex. GST) to the Sinking Fund Plan for this year.

Motion Carried

ITEM 5 – COMMERCIAL BUDGET

Motion 6: *“That the Owners Corporation adopts a **commercial** administrative expenditure budget of \$82,798.05 (Plus GST) and that a contribution of \$74,758.25 (Plus GST) be determined to the Commercial Administration Fund, with this amount to be contributed by **only** owners of Lots 1-8 in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

Motion Carried By Special Resolution

ITEM 6 – RESIDENTIAL BUDGET

Motion 7: *“That the Owners Corporation adopts a **residential** administrative expenditure budget of \$75,058.08 (Plus GST) and that a contribution of \$76,437.42 (ex. GST) be determined to the Residential Administration Fund, with this amount to be contributed by **only** owners of Lots 9 - 71 in accordance with their unit entitlements and payable by 4 instalments due on 1 June 2023, 1 September 2023, 1 November 2023 and 1 February 2024.”*

Motion Carried By Special Resolution

INSURANCE

ITEM 7 – POLICY NOTATION AND RENEWAL

Motion 8: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 3593 in accordance with the attached Certificate of Currency provided by SUU Insurance and agree for the policy to be adjusted on renewal in consultation with the EC at the next renewal.”*

The meeting noted that the buildings sum insured was adjusted during the prior insurance renewal following receipt of a much-increased insurance replacement cost valuation from QS Solutions. The sum insured has been increased from \$69,364,082 to \$101,505,000 in line with the new valuation.

Motion Carried

ITEM 8 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that the claims resultant from two separate hail events damaging insured property are likely to be closed within the next 3 weeks, with Bay Building assigned by the insurer to rectify some poor workmanship from the prior claim under the direction of Wise Choice alongside repairs to a second set of damage to rooftop air-conditioning units.

The meeting noted that additional claims have been lodged over the last 12 months, both with an anticipated cost of approximately \$100,000 for repairs by the insurer, resultant from leaks from plumbing assets located in units which are not Common Property. The meeting noted that the common failure point were the original fridge connection valves located in a number, but not all, apartments.

The meeting noted that the Executive Committee had arranged plumbing inspections to identify and cap unused fridge valves, along with an opt-in service for a more detailed inspection of other plumbing assets, however not all owners provided access to their apartments for these inspections. The meeting agreed that the Owners Corporation should arrange annual inspections of in-unit plumbing assets to address this ongoing risk, with a Rule to be implemented allowing access to be forced to units who do not provide access of their own volition.

New Motion 9: *“That the Owners Corporation agree to create an additional alternative Rule 30 as follows:*

30. Risk Management & Access

(1) To remediate risks related to leaks between units, Owners are required to provide access to their units on an annual basis upon request by the Owners Corporation for the purposes of inspecting various plumbing assets within any unit on the plan.”

Motion Carried By Special Resolution

ELECTION OF EXECUTIVE COMMITTEE

ITEM 9 – EXECUTIVE COMMITTEE ELECTION

Motion 9: *“That the Owners Corporation agree to appoint Helen Milne, Zeynep Yesilyurt, Mark Painting, Emilia Atmanagara and Justin Wasserman to stand as EC members until the next AGM”*

Motion Carried

AUTHORISATIONS/DELEGATIONS/APPOINTMENTS

ITEM 10 - DELEGATIONS

The meeting noted that the only delegations in force are under contract between Grady Strata and the Owners Corporation. A copy of this contract is available upon request.

BUILDING MAINTENANCE

ITEM 11 – STRUCTURAL DEFECTS

The meeting noted that there are no known structural defects at the property at this time.

ITEM 12 – MAINTENANCE PLAN

The meeting noted that a Maintenance Plan presently exists for the property, which sits alongside an annual programmed maintenance register maintained by Grady Strata. A new maintenance plan will be drafted over the next 12 months for presentation to the Owners Corporation at the next Annual General Meeting.

ITEM 13 – FIRE SAFETY REVIEW

The meeting noted that there are two sections of cladding, one on the underside of the 5 Sydney Avenue awning and the other on the underside of the 3 Sydney Avenue awning which have not been tested for flammability and have not yet been replaced, however these will be replaced over the next 12 months without flammability testing due to their small surface areas, the low cost of replacement and the high cost of testing. All other aluminium cladding affixed to the property was replaced under the 2020 hail damage claim.

The meeting noted that the fire suppression assets within the common property are maintained by Form1 Fire in accordance with the relevant Australian Standards. Owners are reminded to arrange regular checks of their internal central smoke alarms.

ITEM 14 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting requested that the Executive Committee draft an information booklet for new owners to the building, which should include information on how to isolate power and water, items that should be regularly maintained within units, how the building functions generally and who to contact.

The meeting noted advice provided by Drips & Drains Plumbing that there is a device that may be placed on the incoming water pipes in units that will detect leaks in the system and isolate the water if there is an ongoing leak. This device will be investigated further and advice provided to Owners once available.

The meeting noted that there has been an issue with ants around the property, however this was being addressed with Rentokil as the pest control provider responsible for control of pests around the building.

The meeting thanked the outgoing Executive Committee for the installation of lights above storage cages in the basement during 2022, which are most helpful.

GENERAL BUSINESS

ITEM 15 – ANY OTHER ITEMS

Nil.

Meeting closed at 7:45pm.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G7/65 Canberra Avenue, Kingston on Tuesday 29 November 2022 at 12:30pm

PRESENT

EXECUTIVE COMMITTEE (EC): Helen Milne, John Harbour, Zeynep Yesilyurt

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Emma Richardson & David Grady

APOLOGIES:

1 Chair Welcome

1. The Committee **Chair** Helen Milne welcomed members to the meeting.
2. The Committee **noted** the resignation of Elizabeth Nielsen out-of-session and **provided thanks for** her contributions at a Committee Member.

2 Minutes

1. The Committee **confirmed** the minutes of the EC Meeting held 21/07.2022

3 Reports

1. The Committee **confirmed** the following out-of-session decisions:
 - a. Engagement of Drips & Drains for plumbing inspections in units following a request from the Buildings' Insurer.
 - b. Engagement of Blackett Commercial to complete the Scope of Works drafted by Peak Consulting to rectify a leak into the corner of the ground floor car park.
 - c. Engagement of Blackett for service-way resurfacing.
 - d. Engagement of CXI for installation of an access control reader (remote) to a new boom gate to be installed to the service-way.
 - e. Engagement of MSR Electrical for the installation of a boom arm to the service-way, pending acceptance of use by ACT NoWaste.
 - f. Engagement of Blackett for 1/1 and 2/5 Sydney Avenue Courtyard Re-Waterproofing.
 - g. Engagement of Innov8 paint and design for various painting repairs and installation of new kick-plates on the commercial toilet doors.
 - h. Purchase of a replacement bin lifter.
 - i. Engagement of Schindler for the replacement of the lift lighting in the 3 Sydney Avenue lift.
 - j. Engagement of Screenmakers for installation of new plates advising locations in the 3 Sydney Avenue lift.

4 Reports

4.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **noted** that M&M Rolfe have completed a deep clean of the commercial areas, with machine cleaning now occurring every 2nd Saturday to ensure the floors are properly cleaned. The Committee **noted** improvement in cleaning of the toilets after discussions with M&M Rolfe, however a deep clean

- will be required of these areas every 6 months and will be added to the programmed maintenance register.
- c. The Committee **noted** that 1 hot water heater has been replaced in both 1 Sydney Avenue and 5 Sydney Avenue, with a 5 year warranty for the exchangers in these units.
 - d. The Committee **noted** that following the engagement of CanBiz to negotiate waste arrangements with the commercial operators that the waste management situation in the commercial bin room has drastically increased.
 - e. The Committee **noted** that the painting works and kick-plates have drastically improved the look and feel of the property.
 - f. The Committee **noted** that the ground floor car park repairs are progressing well, with the first coat of waterproofing having gone down and a second coat to come.
 - g. The Committee **noted** that was damaged in the alfresco area of 39/5 Sydney Avenue. Peak Consulting have reported on the cause, and a second quote is awaited before proceeding further.
 - h. The Committee **noted** that there are two leaks in to the SportsCare tenancy, with the Unit 2/5 Sydney Avenue courtyard works to be pursued to ensure these are repaired as soon as possible.
 - i. The Committee **agreed** to add 5 Sydney Avenue roof top waterproofing to the Sinking Fund Plan during the next update before the 2023 AGM.
 - j. The Committee **noted** that the fire alarm system sounder on the roof of 5 Sydney Avenue was replaced due to damage during the hail storm, with the insurer to be pursued to repair.
 - k. The Committee **noted** that Drips & Drains are schedule for 8 and 9 December to complete in-unit inspections of fridge connection valves.
 - l. The Committee **agreed** to request that Corporate Gardens re-plant a different plant species that will more quickly grow up the wooden structures on the pathway to Maple & Clove.
 - m. The Committee **agreed** to a quote from Rentokil for pest control for ants, spiders and cockroaches around the property.
 - n. The Committee **accepted** a quote from SprayJet for external pressure cleaning.
 - o. The Committee **noted** that quotes have been submitted along with a claim form for hail damage to the AC units on 1 Sydney Avenue due to the January 2022 hail storm. The insurer is being pursued for an urgent response.
 - p. The Committee **agreed** a quote from Screenmakers for the installation of hung signage to the commercial car parking spaces.
 - q. The Committee **noted** that Innov8 Paint and Michael Grady will inspect the basement car park to determine the line marking required in the basement following the recent cleans which have brightened up a lot of lines.
 - r. The Committee **noted** that Programmed Maintenance Register.
 - s. The Committee **agree** to check a neutral wiring issue to the residential units with GLS.

4.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.

- b. The Committee **agreed** to update the Sinking Fund Plan to include various upgrades and replacements from now-known projects for review at the first ECM in 2023.
- c. The Committee **agreed** to have a valuation undertaken at the same time as the Sinking Fund Plan review.
- d. The Committee **agreed** to review the consumables spend to determine if there is an unreasonable level of consumables being used at the site.

BUILDING MANAGER REPORT

UP 3593 1-5 Sydney Avenue

Security

- Monitoring cameras and security system.
- No break in to the building has been reported.

Cleaning

- Doing a blow of paths and carpark entrants once a week depending on weather
- Doing a rubbish pick up every morning during walk around. Some days get 1 bag full of rubbish from gardens/carparks.
- M&M Rolfe has completed a deep clean of the commercial area. We will be completing monthly inspections with M&M Rolfe to ensure the standard is being kept up. I have asked for M&M Rolfe to provide a quote for a deep clean of the bathrooms every 6-12 months as they need further attention sometimes.
- Carpet cleaner arrived on site and I have been cleaning some floors that are dirty outside the lift entrances. There is one stain on level 3 of 1 Sydney Ave that we have tried to remove however it is still there but lighter.

Gardens/Irrigation

- Corporate Gardens has advised to keep the irrigation off until summer/end of the year as the soil is extremely wet from all the rain we have had. They have also advised that if the creeper plants outside of Maple & Clove do not grow further at the beginning of summer they will look into other options.

Domestic hot water

- 1 & 5 Sydney Avenue hot water units have been replaced. These units were installed in 2017 and Drips & Drains have advised that these units have a 5-10 year life span and only have a 3 year warranty.
- There was a leak from the cold water line into the other water bank at 1 Sydney Avenue that was fixed by Drips & Drains fixed.
- There was also another more complex leak in the plant room at 1 Sydney Avenue that the water had to be shut off for.

Fire

- We had a couple of fire alarms activated in the last couple of months. We had 2 alarms back to back and multiple faults on the fire indicator panel. We had Form1 out multiple times to try and rectify the issue. They fixed the issue and it was due to a build up of bird droppings in a speaker on the roof of 5 Sydney Avenue. This also affected a unit on level 7 that speaker

was not working during the alarms. Form1 came to site to confirm the speaker was working again.

HVAC

- Exhaust fan in the commercial garbage room has been fixed by Pacific FM. The fan was creating a lot of noise and not functioning properly

Electrical

- A few lights have gone out in the fire stairs. I had GLS attend to one of them because when I changed the LED tube it would trip and go out straight away. It turned out to be a fuse that needed replacing. These are quite simple and easy to change so this is something I have been able to do recently.

Waste

- Alex from Can Biz has been on site multiple times to help fix our commercial waste enclosure. He has worked out a plan with Maple & Clove to make their waste management better with also including a food waste bin! Justin from Maple & Clove has agreed to a new contract which will see smaller skip bins emptied more frequently. This has allowed more commercial tenants in the building utilise the bin room as it should be. No one is dumping in Maple & Clove's bins anymore which was the major concern from Justin.
- We are hoping to install a boom gate in the garbage collection area that will be controlled by a remote for the garbage collectors to open. We are waiting for approval from ACT No Waste and also waiting for CXI to come back to us to advice how and if we can program this to our current system.

Lifts

- 3 Sydney Avenue lift lights have been upgraded and it has made a massive difference in the lifts.
- We also had Screen Makers install some small signs to identify the levels that the lift goes to. This has made a big difference with people now knowing what button means what

Building Works

- Ange was on site from the 19th of September to complete all painting works. He will spent 3-4 weeks on site painting chute rooms, doors, walls & the commercial area etc.
- Ange has also organised kick plates to the commercial bathrooms to protect the doors where people's shoes kick etc. This has made a huge difference and looks great!
- Bay Building has painted the hallway on level 8 of 1 Sydney where there was a roof leak and also the ceiling in the chute room on level 8 of 1 Sydney.

- Peak consulting has provided a report on the ground floor carpark leak in the far left corner. They have outlined a fix to the issue. Blackett's quote was approved and works began 21/11/2022.
- 39/5 had the balcony area repainted due to paint peeling from weather damage. We had this re painted earlier in the year and it has already started bubbling again. We have engaged Peak Consulting to review the area and provide a report on what they believe to be the issue. They have outlined a fix to the issue and I have had Reliance & Blacketts on site to quote repairs from the report. We are still chasing quotes
- Sportscare currently have 2 leaks in their tenancy. One from the courtyard above and another from the shower above. It has been advised the wet seal/waterproofing in the small courtyard in 2/5 needs replacing. We have sought 3 quotes to have this done.
- Unit 1/1 courtyard waterproofing needs replacing as well. We have sought 3 quotes for this as well. This was due to a previous leak into the electrical switchboard room on level 2. The leak is not currently leaking however, it is also recommended to re do the waterproofing.
- Unit 1/1 lift shaft needs to be re rendered and re painted to prevent further peeling of the paint. Ange has been organising these works. They will be scheduled for sometime next year when the renderer is available. The renderer is only available on weekends at the moment which does not suit the tenant.
- Lighting upgrades to the storage units on the basements have been quoted by GLS & J2 electrical.
- Drips & Drains are scheduled on site on the 8th and 9th of December to inspect fridge valves and also inspect other plumbing valves in units. Fridge valve inspection is mandatory where as the other plumbing valves are an opt in option.
- Garbage chute clean has been completed on 25/11/2022

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G7/65 Canberra Avenue, Kingston on Thursday 21 July 2022 at 6:00pm

PRESENT

EXECUTIVE COMMITTEE (EC): Elizabeth Nielsen, Helen Milne, John Harbour, Zeynep Yesilyurt

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Emma Richardson

APOLOGIES:

1 Election of Office Bearers

1. The Committee **elected** Helen Milne as Chair.
2. The Committee **elected** John Harbour as Treasurer.
3. The Committee **elected** Elizabeth Nielsen as Secretary.

2 Minutes

1. The Committee **confirmed** the minutes of the EC Meeting held 10/02/22.

3 Reports

3.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **agreed** to the purchase of a carpet cleaning machine for use by the Building Manager to clean up dirt spots in locations where they cannot be removed via vacuum between annual steam cleaning of carpets. The Committee **noted** that this needs to occur due to the recent change in carpet to a lighter colour making dirt spots more noticeable.
- c. The Committee **agreed** to engage CanBiz Waste Consultants at a cost of \$960 to commence waste contract negotiations with commercial owners and assist in outlining their responsibilities for safe and effective waste disposal.
- d. The Committee **noted** complaints from owners regarding commercial waste disposal in the residential bins and **agreed** to utilize the CCTV system and Access Control system to identify anybody dumping waste in the incorrect room to assist in educating them of proper waste disposal requirements.
- e. The Committee **noted** advice from Schindler that the lift door controllers are no longer manufactured and will eventually require preventative replacement. The Committee **agreed** to adjust the Sinking Fund Plan at the 2023 AGM to bring forward funding for this item.
- f. The Committee **noted** that bollards have been ordered for installation in the garbage collection area to prevent unwanted parking in this location.
- g. The Committee **agreed** a quote from KOTA to clean the basement car park and overhead pipework. Once complete the clean process will be reviewed to determine the timing of future cleans.

- h. The Committee **agreed** to seek additional quotes for the replacement of concrete in the waste laneway.
- i. The Committee **agreed** to pursue an offer from Australian Smart Group for free development of EV charging concepts for the property.
- j. The Committee **agreed** to seek a quote from High Standards Access in relation to their proposal to rectify cracked render on the slab edges at height, with a test area to be completed to review product finish.
- k. The Committee **agreed** to review fixtures and fittings installed throughout the property with owners at the schedule owners' engagement walkaround on Saturday 23 July 2022.
- l. The Committee **approved** quotes from Innov8 Paint and Design to re-paint areas of the building that are showing signs of damage due to regular use. Works will commence in August/September 2022 based on current capacity of the company.
- m. The Committee **agreed** to engage Peak Consulting to review the water ingress in to the ground floor car park behind the stairs up to 1 Sydney Avenue, **noting** it has now been confirmed this leak is not believed to be from the planter boxes.
- n. The Committee **noted** that the recent external pressure washing completed by SprayJet was of good quality.
- o. The Committee **agreed** to proceed with external window cleaning including pest spray to occur in November/December 2022.

3.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.
- b. The Committee **agreed** to meet on Mondays at periods of time as items of business require if unable to be progressed out-of-session.
- c.

BUILDING MANAGER REPORT

UP 3593 1-5 Sydney Avenue

Security

- Monitoring cameras and security system.
- A couple request for footage. Mainly missing packages.
- 1 break in has been reported with scooters going missing. Unfortunately the security cameras were not working during this time so we were only able to recover 4 screenshots of 2 people in the basement 1 carpark. Camera system has been fixed.

Cleaning

- Doing a blow of paths and carpark entrants once a week depending on weather
- Doing a rubbish pick up every morning during walk around. Some days get 1 bag full of rubbish from gardens/carparks.
- I originally pressure washed the walkway outside 1 Sydney to get rid of leaf stains however, it didn't give a good result. We have had SprayJet on site to pressure wash the whole building like they did 6 monthly a couple years ago. They have quoted \$2290 incl GST to do this 6 monthly.
- Have had Matt from Burley Griffin Carpet Cleaning come out and assist with cleaning the new carpet in some areas. Some levels have a lot of dirt more so than others. Might be worth having him out every quarter or so with the new carpet as it is getting dirty easier.
- I have had the people who laid the carpet onsite to see how dirty it is getting. They advised due to the colour there is not much stopping it getting dirty. They are going to quote to put something outside each lift entrance to clean peoples shoes as they come out of the lifts. I also had BMS Flooring on site to look into options and they basically said there's not a lot you can do and it will need regular cleaning.

Gardens/Irrigation

- Capital Indoor plant hire have been on site multiple times looking after the indoor plants.
- Removalists with Allied decided to park in one of the garden beds where the gravel path is outside 1&3 Sydney. They damaged the ivy and irrigation. The irrigation has been fixed up.
- The ivy is starting to look a little sad during the winter and when the allied truck went isn't looking great. Will speak with Corporate garden to look into options.
- Creeping plants outside Maple & clove are finally starting to slowly grow up the wooden panels.

Domestic hot water

- We had an issue with the hot water units in 1 Sydney plant room. There was a small pin hole leak that was coming out. Drips & Drains came to fix it the same day. Water had to be switched off briefly.
- In 5 Sydney Avenue, the hot water unit was leaking and water was leaking down to level 8 hallway. Drips & Drains came to fix the leak. It took a bit more than originally thought and water had to be turned off.
- We have had another pipe in the 1 Sydney plant room start leaking. Drips & Drains were on site earlier this week to fix. They are very minimal leaks however to avoid it getting worse it needs to be attended to.

Fire

- We have had 2 fire alarms activated. They were activated a day after the other. One was activated due to DOMA doing works and dust setting off the alarm in their office. The other one was due to smoke in the hallway on level 3 of 5 Sydney. Form1 were on site the next day to make sure all is okay and to put FIP back in order.
- The Fire indicator panel had 1 error that was internal. We have had warden training in May where commercial tenants attended to learn about evacuation procedures. We had an evacuation exercise throughout the whole building.

HVAC

- AC units on 1 Sydney Avenue have been quoted to be fully replaced. Recommended putting something over the units to protect them from future hail storms

Electrical

- The lights on the wall outside the 1 Sydney Avenue entrance were not turning on with the time clock that we had. Meaning from when it went dark, these lights were not turning on as they were meant to. I had GLS on site working on this issue and they had to replace the whole time clock and reconnect the contactors to ensure it would work. It took a bit more than originally planned and we had to switch off the power in the carparks and foyers.

Waste

- The commercial waste room has many issues with commercial tenants dumping rubbish in the Maple & Clove bins or just on the ground. BPP decided to remove the bin that they provided which serviced a couple of tenants. I have put a notice out to all commercial tenants to stop dumping and to provide us with details on who and how they dispose their waste. Majority of tenants have replied and since advising them that they need to supply their own bins, it has gotten some what better.
- Dave is going to chat with Maple & Clove & Cleanaway to see if they can provide smaller skip bins for the café which are emptied more frequently

which would then allow more room for other bins and for them to lock the bins to stop others dumping in their bins.

- Our new bin lifter was delivered early June however, they delivered the wrong sizes so we sent them right back. New bin lifters should be delivered in August.

Lifts

- The lift at 5 Sydney Avenue was out of order one weekend due to a mechanical fault. Schindler were on site and had to order in new parts. This took some time to arrive but lift was back in service mid week. Some people did not have fire stair keys so I have ordered them for people who have reached out to me.
- Have had the doors not closing and lift out of action a couple of times since last meeting. Schindler has been on site each time quickly to resolve.

Building Works

- Bay Building still has works outstanding. We have had them on site recently to walk through what is left to do. They need to fix the cladding outside Maple & Clove which Justin from Maple & Clove has advised that Monday's would be best for them for works as it is their quieter day. Level 8 garbage chute room and hallway has water damage that needs to be fixed as it was due to a roof leak.
- There are multiple areas where the painter Ange has been asked to fix up – e.g the fire door on level 5 of 1 had paint taken off of it which needs a touch up. Garbage chute rooms are due to be repainted and carpark lines are due to also be repainted. We are working with Ange on a time that suits for him to spend a bit of time on site to patch up things.
- Level 8 of 5 Sydney has water damage near the window next to the garbage chute – this was due to rain coming through from some holes on the roof. These were patched up and the roof was touched up with a little bit of water proofing. This has stopped the leak and the ceiling just needs to be patched up.
- Level 8 of 5 Sydney hallway has water damage due to the hot water unit leaking. This is on the list of things to be fixed up.
- Loading zone area where the bins are picked up is being quoted to be fixed. I have reached out to Blacketts Commercial & Reliance building to quote works. We are also in the process of getting some removal bollards to stop other people and delivery drivers parking there to stop our bins from being missed.
- Carpark clean – I have had quotes from 3 places for pipe cleaning. One of the quotes included a full carpark & pipes/surfaces clean and was recommended to me by another building manager who use to use who we use but switched to Kota as they had a lot better result. Might be worth trying this company as they can do the full carpark clean & pipes/surfaces.



**Annual General Meeting
'ONESydney'
1-5 Sydney Avenue, Barton**

Note: Minutes are 'draft' and subject to minor change until adopted at the next Annual General Meeting.

Held at The National Press Club, 16 National Circuit, Barton, ACT on the 7th of July 2022 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Units: 7/1, 11/5, 32/1, 36/1, 13/1, 30/1, 37/1, 34/5, 35/5, 19/1, 31/1, 40/5, 24/1, 38/5, 17/1, 17/5, 4/3, 37/5, 42/1, 29/1.

Absentee Voting Forms: Lots: 91, 92.

Apologies: Units: 14/5, 28/5.

Elizabeth Nielson was elected as Chair of the meeting in the absence of the Chair of the Executive Committee.

Mr Michael Grady of Grady Strata & Facilities welcomed members to the meeting and provided an overview of the works undertaken over the last 12 months and the planned works noted in the budget papers provided for the 2022 Annual General Meeting.

The meeting noted that the re-belay anchors installed outside 5 Sydney Avenue to facilitate better cleaning of the windows via abseil are useful, however 6 additional anchors are likely required on the overhang on 1 Sydney Avenue facing NSW Crescent. The managing agent agreed to seek a quote from High Standards Access for this work.

The meeting noted that the façade of the building is beginning to look aged due to dirt and calcification. The managing agent agreed to seek a quote for high pressure cleaning of the facade for consideration by the incoming Executive Committee.

The meeting discussed the potential for installation of electric vehicle charging capabilities in the building, noting advice from the managing agent that enlivening each car space in the basement of the property would likely not be possible without substantial costly upgrades to switchboards and sub-mains. The meeting agreed to have the Executive Committee investigate and price a stop-gap solution whereby a number of visitor parking spaces could be created on Common Property and enlivened for electric vehicle charging, with this proposal to be considered next Annual General Meeting.

The meeting noted that there are still some residual security issues with one break-in occurring in to the basement in the past 12 months. The meeting agreed to have the Executive Committee review the current security situation, noting that the main source of entry for thieves is via tailgating residents into the car park late at night.

MINUTES

ITEM 1

Motion 1: *“That the Owners Corporation adopt the 2021 AGM Minutes as provided.”*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS 2021/22

Motion 2: *“That the Owners Corporation adopt the financial statements for the financial year ended 31 March 2022, subject to the received non-averse audit opinion being provided to owners.”*

Motion Carried

STRATA MANAGEMENT AGREEMENT

ITEM 3 – STRATA MANAGEMENT AGREEMENT

Motion 3: *“That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Grady Strata as follows:*

- a. *Grady Strata & Facilities Pty Ltd (“Agent”) be appointed as strata and facilities managing agent of Units Plan No. 3593 for a term of three (3) years;*
- b. *The Owners Corporation execute a written agreement, (“Agreement”), to give effect to this appointment and any delegations;*
- c. *The delegations are subject to the conditions and limitations set out in the Agreement; and*
- d. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by Owners as determined at this meeting”*

Motion Carried

2022/23 BUDGET

ITEM 4 - 2022/2023 GENERAL BUDGET

Motion 4: *“That the Owners Corporation adopts an administrative budget of \$213,243 (GST exclusive) and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 August 2022, 1 September 2022, 1 November 2022 and 1 February 2023.”*

Motion Carried

Motion 5: *“That the Owners Corporation adopts a Sinking Fund levy of \$184,355 (GST exclusive) and a Sinking Fund expenditure budget of \$455,669 (ex. GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 August 2022, 1 September 2022, 1 November 2022 and 1 February 2023.”*

Motion Carried

ITEM 5 – COMMERCIAL BUDGET

Amended Motion 6: “That the Owners Corporation adopts a **commercial** administrative expenditure budget of \$74,758.25 (GST exclusive) and that a contribution of \$74,758.25 (ex. GST) be determined to the Commercial Administration Fund, with this amount to be contributed by **only** owners of Lots 1-8 in accordance with their unit entitlements and payable by 4 instalments due on 1 August 2022, 1 September 2022, 1 November 2022 and 1 February 2023.”

Note: Upon approval of this motion a Rule will be registered noting this levying process in accordance with Section 78 of the *Unit Titles (Management) Act 2011*.

The meeting noted that the budget as originally drafted included the provision of waste removal for commercial units due to ongoing waste dumping issues, however the meeting agreed that this service provision should be removed from the budget and the commercial tenants directed to manage their own waste services.

Motion Carried by Special Resolution

ITEM 6 – RESIDENTIAL BUDGET

Motion 7: “That the Owners Corporation adopts a **residential** administrative expenditure budget of \$80,562.40 (GST exclusive) and that a contribution of \$80,562.40 (ex. GST) be determined to the Residential Administration Fund, with this amount to be contributed by **only** owners of Lots 9 - 71 in accordance with their unit entitlements and payable by 4 instalments due on 1 August 2022, 1 September 2022, 1 November 2022 and 1 February 2023.”

Note: Upon approval of this motion a Rule will be registered noting this levying process in accordance with Section 78 of the *Unit Titles (Management) Act 2011*.

Motion Carried by Special Resolution

INSURANCE

ITEM 7 – POLICY NOTATION AND RENEWAL

Motion 8: “That the Owners Corporation note the currency and extent of coverage provided for Units Plan 3593 in accordance with the attached Certificate of Currency provided by SUU Insurance and agree for the policy to be adjusted on renewal in consultation with the EC at the next renewal.”

Motion Carried

ITEM 8 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there is an ongoing dispute with the insurer regarding the claim for hail damage sustained in January 2020, most notably relating to issues with leak repairs in two units on the top floor of 1 Sydney Avenue and some minor items on Common Property.

ELECTION OF EXECUTIVE COMMITTEE

ITEM 9 – EXECUTIVE COMMITTEE ELECTION

To call for nominations for the Executive Committee to stand until the next AGM of Units Plan 3593.

Motion 9: “That the Owners Corporation agree to appoint Helen Milne, John Harber, Elizabeth Nielson and Zeynep Yesilyurt to stand as EC members until the next AGM”

Motion Carried

AUTHORISATIONS/DELEGATIONS/APPOINTMENTS

ITEM 10 - DELEGATIONS

The meeting noted that the only delegations that exist between the Owners Corporation and another party is via the contract with Grady Strata & Facilities, which is available upon request from Grady Strata.

BUILDING MAINTENANCE

ITEM 11 – STRUCTURAL DEFECTS

The meeting noted that there are no known structural defects at the property.

ITEM 12 – MAINTENANCE PLAN

The meeting noted that a functional maintenance plan in accordance with the legislation will be completed alongside an updated Sinking Fund Plan during 2022 for consideration at the 2023 Annual General Meeting.

ITEM 13 – FIRE SAFETY REVIEW

The meeting noted that the fire assets at the property are serviced by Form1 fire in accordance with the relevant Australian Standards.

The meeting noted that there is some cladding at the property, although the large majority was recently replaced due to hail damage and confirmation of the cladding utilized along with the locations replaced is being sought by Bay Building before considering testing of any remaining cladding. The only known non-replaced cladding is on the underside of the 3 Sydney Avenue entry.

ITEM 14 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

No outstanding issues raised.

GENERAL BUSINESS

ITEM 15 – 37/1 SYDNEY AVENUE SPECIAL PRIVILEGE

Motion 10: *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP3593 Lot 78 (the grantee/s), a special privilege rule for exclusive use of an external podium adjacent to the existing balcony of Lot 78 in accordance with the design plans provided with the 2022 Annual General Meeting Papers. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), the owners of Lot 78 are to be liable for the cost of all works associated with modification of this area for their exclusive use and all ongoing maintenance of the area including but not limited to tiling, cleaning and waterproofing. Per section 112A (3a), the grantee/s will ensure the waterproofing in this area is subject to annual visual inspection to identify loose or damaged waterproofing. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Per Section 4, the defined timeframe for this rule is in perpetuity or until otherwise revoked by Special Resolution.”*

Note: This area is only accessible by the Unit 37/11 Sydney Avenue owners and is often an attractive spot for Cockatoos to sit and pick away at the rocks located in the rock bed.

Motion Carried by Special Resolution

ITEM 16 – 5/3 SYDNEY AVENUE SPECIAL PRIVILEGE

Motion 11: *“That the Owners Corporation agree, in accordance with Section 112A of the Unit Titles (Management) Act 2011, to grant the owners of UP3593 Lot 84 (the grantee/s), a special privilege rule for exclusive use of a section of wall adjacent to the Unit 5/3 Sydney Avenue tenancy for the installation of signage. Per Section 112A (2a), this request is granted with the grantees’ written consent. Per Section 112A (2b), the owners of Lot 84 are to be liable for the cost of all works associated with the installation of this signage and must make good the area upon removal of the signage. Per section 112A (3a), the grantee/s will ensure the signage is subject to a monthly visual inspection to confirm that the sign is adequately secured. Per Section 112A (3b) the Owners Corporation is relieved of its obligations under Section 24 (Maintenance obligations) to the extent the rule places this obligation on the grantee. Per Section 4, the defined timeframe for this rule is in perpetuity or until otherwise revoked by Special Resolution.”*

The meeting noted that the signage proposed under this motion has already been installed without prior Executive Committee approval despite this being required by the Rules, and the existing signage is not in accordance with the Signage Plan for the property. The meeting agreed to provide the tenants with 28 days to remove the sign before it will be removed by the Owners Corporation at their cost, noting that the current tenants of 5/3 Sydney Avenue are likely to move out to another tenancy in 3 Sydney Avenue within the next 1-2 months.

Motion Failed

ITEM 17 – ANY OTHER ITEMS

The meeting noted that the hallway carpet throughout the residential areas of the property was replaced in early 2022, however the chosen carpet appears to be wearing poorly and getting dirty quicker than expected. The meeting agreed to have the Executive Committee explore the installation of matting outside each lift, contact the installer to determine why this is occurring and seek thoughts on the quality of the carpet and its installation from another carpet supplier/installer.

Meeting closed at 7:30pm.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G7/65 Canberra Avenue, Kingston on Thursday 10 February 2022 at 6:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Louis Matti, Elizabeth Nielsen, Mark Watson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Emma Richardson

APOLOGIES:

1 Chairs Welcome

1. The Committee Chair Mark Watson **welcomed** members to the meeting.
2. The Committee **noted** the resignation of Kathy Harber and **thanked** her for her contribution to the Committee.

2 Minutes

1. The Committee **confirmed** the minutes of the EC Meeting held 05/10/21.

3 Reports

3.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **noted** that the wheelie bins were recently cleaned with good outcome and **agreed** to seek a quote from ACT Wheelie Clean for ongoing quarterly cleaning.
- c. The Committee **noted** that the existing bin lifter has aged over time and is continually breaking down and **agreed** a quote from Reflex Equipment to replace the bin lifter with a 250kg capacity bin lifter that will be custom manufactured for the room due to size constraints.
- d. The Committee **noted** that the gardens have been re-mulched and are looking much refreshed as a result.
- e. The Committee **noted** that repairs have been undertaken to the hot water heater on 5 Sydney Avenue to resolve a leak in the hot water tank.
- f. The Committee **noted** that there was a leak in to the 1 Sydney Avenue top floor chute room due to poor fixing of the box gutter downpipe to the roof material during the hail damage repairs. The Committee **agreed** to pursue Bay Building to finalize repairs to this item and any resultant damage, including the Form1 invoice to remove the alarm on the FIP caused by the water ingress.
- g. The Committee **agreed** to seek a quote to replace the 1 Sydney Avenue downlights with LED's.
- h. The Committee **noted** that the lift buttons that have not yet been replaced in the lifts, however have been ordered by Schindler and they are awaiting receipt of parts before installation.
- i. The Committee **noted** that 1/1 Sydney Avenue had a blocked drainage pipe in their courtyard that has since been cleared. Given these pipes are underneath pedestal pavers all other

- pedestal paved courtyard drains have also been preventatively cleared.
- j. The Committee **noted** receipt of quote for re-waterproofing of the slab below the pavers in the 1/1 Sydney Avenue courtyard and **agreed** to await a second quote before considering further.
 - k. The Committee **noted** that the Level 3 courtyard eaves are showing significant deterioration and a quote had been received from Innov8. The Committee **agreed** to seek a second quote and consider out-of-session.
 - l. The Committee **noted** that work orders have been issued for the replacement carpet, however supply chain issues have delayed its installation. The Committee **agreed** to continue to pursue Hoods Carpet Court for installation dates.
 - m. The Committee **noted** that the loading zone resurfacing quote has expired and Buddha Industrial were presently quite difficult to contact and had not refreshed their quote. The Committee **agreed** to seek alternate quotes.
 - n. The Committee **considered** 3 quotes for replacement intercom systems, **noting** that the previous quote from CXI for replacement of the intercom system with HIKVision equipment is not possible due to the type of cable used throughout the building and the lack of manufacturers warranty. The Committee **agreed** to proceed with CXI for replacement of the intercom system with an ABB Welcome M system, with a non-Wifi enabled system to be provided by default and a WiFi option to be provided to owners at an additional \$400 cost. The Committee **agreed** to prioritise these works to ensure they were completed as soon as possible.
 - o. The Committee **agreed** to continue to pursue quotes for rendered edge repairs on the concrete plinths around the building. The Committee **agreed** to seek a Scope of Works for tendering to rope access companies before considering quotes from building companies if required.
 - p. The Committee **noted** that several wall tiles in the garbage collection 'loading zone' have begun to come away from the wall. The Committee **agreed** to add this item to the forward works program for replacement and rectification.
 - q. The Committee **considered** quotes from Schindler for LED lighting upgrades in the lift and **declined** to proceed at this time.
 - r. The Committee **considered** a quote from Schindler for upgrades to the door closer mechanisms at the property **noting** that the existing door closer mechanisms are no longer manufactured. The Committee **declined** to proceed at this time, **noting** that spare parts farmed from other lifts may be able to be used for immediate repairs. The Committee **agreed** this item may need further consideration in the long-term.
 - s. The Committee **considered** a report from Peak Consulting on the cause of water ingress to the ground floor car park during periods of rain. The Committee **declined** to pursue this matter further at this time **noting** that the water ingress is not presently causing damage to the structure.
 - t. The Committee **noted** that rust stains on balconies on 5 Sydney Avenue that had scaffold erected on them still have not been cleaned by Bay Building. The Committee **agreed** to pursue with Bay Building.

3.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.
- b. The Committee noted that the AC units on the roof of 1 Sydney Avenue have again sustained hail damage due to a hail event in late December. The Committee agreed to seek a design of a cover from an engineer for quotation purposes and agreed to lodge an insurance claim for the necessary repairs.
- c. The Committee noted that correspondence had been provided to SportsCare Physio regarding the sign they have installed in the corridor of 3 Sydney Avenue. The Committee agreed to take the matter forward to the Owners Corporation at the Annual General Meeting for further consideration.
- d. The Committee considered a quote from Solutions in Engineering for development of a maintenance plan for the property as required under legislation and agreed to seek an additional quote from QIA Group, noting that much of the required items for inclusion in the maintenance plan are already covered via the Sinking Fund Plan and the existing Programmed Maintenance Register.
- e. The Committee **noted** that the hail damage repairs as a result of the January 2020 hail storm had still not been completed to a satisfactory standard, noting resultant leaks from the roof replacement in Units 36 and 37 of 1 Sydney Avenue. The Committee **agreed** to engage Peak Consulting to review progress on the prior defect report.
- f. The Committee **noted** that the cladding repair works outside Maple & Clove, replacement of damaged pavers with an appropriately matching paver outside 3 Sydney Avenue and rendered edge finish repair on Level 3 courtyard walls were still outstanding with the insurer and Bay Building and **agreed** to continue to pursue to resolution.
- g. The Committee **noted** that a complaint has been lodged with the insurer for the January 2020 hail storm repair works due to ongoing issues with the repairs undertaken.

BUILDING MANAGER REPORT

UP 3593 1-5 Sydney Avenue

Security

- Monitoring cameras and security system.
- A couple request for footage. Mainly missing packages.
- Break in occurred at Maple & Clove – no requests for footage as we do not have cameras showing Maple & Clove.
- A request of footage for cars being broken into across the road from the school
- The main gates were not closing at night-time in line with the schedule – I expect this to be from when the doors were closed through the holiday period. CXI came out and assisted and fixed the issue for me. All doors and gates are back on schedule.

Cleaning

- Weekly blow of the paths weather permitting.
- I have gone around and tried to remove as many cobwebs as possible.
- Solar panels were cleaned professionally. I will be cleaning them my self every 3 – 6 months depending on how dirty they are.
- Strip drains have all been cleaned and cleared. 5 Sydney Ave foyer flooded due to the strip drain being over full with dirt and mud. As the foyer is at the bottom of the hill, when it rains all the dirt from the garden bed travels down to that strip drain. I will be monitoring these more closely and clearing and cleaning often.
- Doing a rubbish pick up every morning during walk around. Some days get 1 bag full of rubbish from gardens/carparks.
- Skip bins have been cleaned by ACT Wheelie Clean – they have advised that they can do a quarterly cleaning program for us if we would like as the bins do get quite dirty.

Gardens/Irrigation

- Capital Indoor Plant hire have replaced all indoor plants and are now maintaining them regularly.
- Frequently pulling out weeds that I see in the garden beds, paths etc.
- Irrigation is leaking in Plenum fan corridor. Corporate Gardens have been in to fix that leak.
- We have had a couple of irrigation pipes not working properly – Corporate Gardens has been to fix all ones that were not working.
- Corporate Gardens have placed new and fresh mulch around the gardens. They will also quote to have the plants in front of the hedges outside 1 Sydney replaced as they are all sad and dead.

Domestic hot water

- Hot water tank at 5 Sydney Avenue is leaking and requires fixing. Drips and Drains will be on site on 03/02/22 to fix the leak. They have to turn the water off which they believe will affect the whole building.

Fire

- There has been 0 fire alarm triggered since last meeting.
- Monitoring FIP for faults. There has been 1 fault since last meeting – this fault was due to water ingress into a smoke alarm in the chute room of 1 Sydney Ave level 8 from one of those big storms.
- We had a fire warden meeting for the commercial tenants. Only 2 commercial tenancy's actually showed up which was disappointing. We did a drill where each commercial tenancy had to report to us how many people were present.

HVAC

- Service performed by Pacific FM in November.

Electrical

- Lights were replaced in the garden bed before Christmas. The fix has stopped one of the leaks. GLS also advised that the lights themselves were installed poorly to begin with so they advised that they needed replacing regardless.

Waste

- Elephants foot has been on site to look at multiple issues we have with equipment. The bin lifter needs to be replaced – it is quite old and not functioning as it should. The bin lifter often gets stuck and trips the power.
- In the waste chute room for 5 Sydney Avenue, of a weekend one of the bins tip over creating a lot of issues and mess for the cleaner to fix up on Monday morning. I have installed a system that will prevent the bin from falling over – it has been successful so far.
- Have had a lot of reports of non-general waste being thrown down the chute. I placed a notice in the lifts to remind residents that only general waste is permitted down the chute and that recycling must be taken down to the residential waste room.
- I have asked our bin cleaner Ugyen to let me know if anyone is throwing away any package boxes so we can notify the resident on the box to please not do this as it can block the chute.
- Skip bins have been cleaned
- We have reached out to ACT No Waste in regards to our waste/recycling schedule – We are hoping for more recycling options as come Monday morning the recycling bins are overflowing

- Waste room smell is quite bad over the summer – looking at odor control options for the time being.

Lifts

- Schindler was called out due to the lift in 1 Sydney making unusual noises when it was opening and closing. This has been fixed
- 3 Sydney has a button in the lift that says “G” for level 2. I have spoken with Matt from Schindler who has advised they are waiting for the correct button to arrive from the supplier, then they will re install.
- The Level 7 button for 1 Sydney was pushed in – this has temporarily been replaced – Schindler has ordered multiple buttons for the lifts in the building but there is a back log so it is taking longer than normal to replace the buttons with the correct numbers.
- A light in 3 Sydney lift is in the process of being replaced.

Building Works

- Doors on the level 3 storage area have been re painted.
- 22/5 balcony works have been completed early Jan. There were lots of delays to this due to rain and weather.
- 1/1 Sydney Ave – We had a leak coming from 1/1 courtyard into the electricity board on level 2 of the commercial area. This affected Addecco/Modis and it created a power trip to some areas of the tenancy. We had Laser on site to fix the leak – waterproofing has failed in the courtyard due to a blocked drain. Laser Plumbing cleared the drain and have advised us to replace the waterproofing membrane. We also had GLS onsite to fix the power outage in addecco. They had to replace a few things.
 - The lift shaft in 1/1 was also repainted. We received a quote to have the whole lift shaft rewaterproofed however, the tenant/owner were pushing for a quick turnaround as the lift shaft has been flaking for quite some time due to storm damage. The repaint is a waterproof paint that shouldn't flake.
 - The wall in the courtyard of 1/1 has buckled and needs to be rerended and repainted – I have engaged Ange (Innov8) to quote works for the wall.
- Eaves on the level 3 storage area all need to be fixed. Ange has been engaged to quote works. Some courtyards are a lot worse than others with holes in the eaves.
- Carpet replacements likely wont occur until after March 2022. Have been following up with Hoods since end of October/early November with an update. They have advised that they are waiting on the chosen carpet to arrive.
- Bay Building has painted the planter boxes @ 1 sydney Avenue.
- Flashing along 5 Sydney Ave Burbury Close has been replaced from hail damage.
- We had High Standard Access on site – they fixed up some window seals along Burbury Close. They also scrapped back and treated the rust on the

beams. We asked them to repaint them however, Ange advised the colour is not available. If repaint is to occur will need to decide on a colour of paint. They also installed anchors on 1 Sydney.

- When HSA were on site they broke a couple tiles out the front of the carpark entrance on the wall. We had a tiler look at it and have found all the tiles are quite drummy and will most likely need replacing.
- Tiles – Bay Building replaced the broken tiles out the front of 3 Sydney Ave however, they are not an exact match. We also had a delivery driver drive a pallet jack over the tiles outside 1 Sydney entrance and broke 3 tiles. I have moved 3 matching tiles to where the broken ones were and have put some spare ones from Bay Building in their place. Will investigate a match to find something more suitable.
- Have asked GLS to replace some lights in the building that are out and I cannot simply change over.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G7/65 Canberra Avenue, Kingston on Tuesday 5 October 2021 at 6:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Louis Matti, Elizabeth Nielsen, Mark Watson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, David Grady

APOLOGIES: Kathy Harber

1 Chairs Welcome

1. The Committee Chair Mark Watson **welcomed** members to the meeting.

2 Minutes

1. The Committee **confirmed** the minutes of the EC Meeting held 11/5/21.

3 Reports

3.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **considered** quotes for the replacement of carpet across all levels of the building. The Committee **agreed** to proceed with the quote from Hoods Carpet Court with a broadloom solution in 740 Siltstone.
- c. The Committee **considered** quotes for the replacement of the intercom system servicing each residential apartment. The Committee **agreed** to proceed with CXI on the basis that their quote represented best value-for-money with their proposed system including significant 'value adds' such as WiFi connectivity for internal units, CCTV access tie-ins and colour video. The Committee **noted** that CXI will need to re-attend to check cable attenuation before proceeding.
- d. The Committee **agreed** to seek quotes for rectification of the cracked rendered edges around the two residential towers on the upper floors.
- e. The Committee **agreed** that the loading zone rectification works could now proceed, with all heavy lifting works for the haul damage insurance repairs now complete.
- f. The Committee **approved** a quote from Dekor Tiling to refurbish the balcony of Unit 22/5 Sydney Avenue, which has failed waterproofing that is causing damage to the sliding door sub-sill and may potentially cause damage to the inside of the unit if left untreated.
- g. The Committee **noted** a complaint regarding to calcification leakage through the balcony soffit of Unit 17/1 Sydney Avenue. The Committee **agreed** that it is not currently in a position to address a broadly aesthetic defect at this time, so works to repair the balcony above, which would involve tile removal, waterproofing and tile replacement, are not approved to proceed.

- h. The Committee **noted** that there are calcification and rust issues on the upper-level steel beams and **agreed** to have these rectified by High Standards Access.
- i. The Committee **noted** complaints regarding signage installed by SportsCare on the wall of 3 Sydney Avenue. The Committee **noted** that no complaints have been received from other commercial operators, however no approval was provided to the tenant for this signage installation. The Committee **agreed** to write to the commercial owner of the unit and the tenancy advising of the procedure for approval, that approval wasn't provided and to provide alternate signage options in keeping with the signage plan.

3.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.
- b. The Committee **noted** complaints regarding signage installed by SportsCare on the wall of 3 Sydney Avenue. The Committee **noted** that no complaints have been received from other commercial operators, however no approval was provided to the tenant for this signage installation. The Committee **agreed** to write to the commercial owner of the unit and the tenancy advising of the procedure for approval, that approval wasn't provided and to provide alternate signage options in keeping with the signage plan.
- c. The Committee **noted** that the hail damage insurance claim is nearing completion, however there are several outstanding issues relating to this claim, such as poor workmanship on the roof replacement, damaged tiles at the front of 3 Sydney Avenue, damaged electrical assets due to water ingress during roof replacement, the replacement of the Maple & Clove Cladding, repairs of Unit 37/1 Sydney Avenue, and rectification of poorly executed work to the 1 Sydney Avenue and Maple & Clove planter boxes. The Committee **agreed** that the Peak Consulting report received regarding the quality of the roofing works completed will be utilised as a checklist for quality assurance of the works and is of much significance.
- d. The Committee **noted** that Grady Strata has recently implemented a new portal for use by Owners, Committee Members, Trades and Grady Strata Staff. This portal will be utilised for reporting and tracking maintenance items, provision of documents to owners and communication with owners. It is envisaged that the portal will be rolled out over the coming 4 weeks to Committee Members and to Owners shortly thereafter.
- e. The Committee **noted** that a trial of the Mobile Access Tokens has occurred with 1 Committee member and that the mobile access tokens are not any more convenient than the physical swipes.
- f. The Committee **agreed** to hold the next EC Meeting in early December, with a date to be agreed out-of-session.

BUILDING MANAGER REPORT

UP 3593 1-5 Sydney Avenue

Security

- Monitoring cameras and security system.
- A couple request for footage. Mainly missing packages. Aus Post has delivered a couple of packages to the wrong buildings.
- No break ins have been noticed.
- Had an issue with the gates down to B1 and B2 not working. CXI came on site to fix the sensor. Since then we haven't had any issues and gates are working as normal.

Cleaning

- Doing a blow of paths and carpark entrants once a week depending on weather
- Doing a rubbish pick up every morning during walk around. Some days get 1 bag full of rubbish from gardens/carparks.
- Cleaned the louvres outside 5 Sydney Avenue where the fire hose reel doors are
- Removed Blackshaw sign and have reminded them of rule of no for sale or lease signs.
- Someone decided to put a piece of paper filled with glitter above a couple of doors in the fire stairwell of 5 Sydney so when they open it would go everywhere. I was subject to a glitter bombing but managed to take down the others before anyone else got glittered.
- Someone also decided on the level 3 Fire door of 5 Sydney to put a bunch of Vaseline or moisturiser on the door handle. Nay cleaned it immediately.

Gardens/Irrigation

- Have reached out to Corporate Gardens to place mulch over exposed irrigation. They will assess the job and if it can be done within the maintenance it will otherwise they will need to quote a job.
- Have reached out to Capital Indoor Plant Hire to freshen up the plants inside the foyers

Hydraulic

- Nothing to report.

Domestic hot water

- Drips and Drains replaced a hot water system in 1 Syd.
- No issues to report

Fire

- There has been 1 fire alarm triggered since last meeting.
- Monitoring FIP for faults. After the fire alarm was triggered there was a fault in which Form 1 came to investigate. It appears in the plant room of 1 Sydney the fire box was filling with water and when it fills with water it can trigger the alarm system. I have engaged Bay Building to assess the roof for any leaks. They came by and patched up some areas that water may be getting through.

HVAC

- Nothing to report

Electrical

- Changed 2 LED light in garage
- LED downlight in foyer of 5 has been replaced. A licensed electrician is required to replace these lights when the whole unit has stopped working. It is not as simple as changing the globe out. I have spoken with TLE to see if they have alternative options for LED downlights but am yet to hear back.
- Changed an LED light in fire stairwell. Wasn't same as the carpark LED tubes so I ordered a box of smaller ones.

Waste

- We are working to ensure the commercial waste room stays clean and tidy. GSF checks this room daily and is in contact with Maple and Clove when ever there is an issue. Lately it's been pretty good.
- Still sourcing a new lifter/hoist. Elephants foot is unable to come out and provide options due to lockdown.
- Had to remove furniture within garbage room. Keen to organise a bulky waste collection. But might also be good to put out a reminder to all residents that bulky waste/furniture does not belong in the waste room.

Lifts

- Schindler helped retrieve keys from 1 syd lift
- Safety inspection occurred in August. No issues to report.

Building Works

- Window cleaning has been completed due to the nicer weather
- We had an influx of ants in one unit. Canberra Pest Control were super helpful in keeping the ants at bay. If more people have ant issues, recommend reaching out to have the issue looked into further. May be a case of a bigger job in finding the nest of the ants.
- Doors at the storage areas on level 3 were stuck. Have had the doors shaved back to allow them to close without needing the use force. Will

need to repaint the sides. Have organised Ange to come and repaint however due to lockdown it may take longer

- Have removed the steel ect from level 3 storage and have stowed it behind office.
- There was a bed frame left in the waste room but has been moved behind office. Will need to organise bulky waste removal once we have enough.
- Have tightened a few loose door handles
- Reached out to Dekor and ProBuilt for a quote for the balcony corrosion of 22/5. Only Dekor has organised a quote. Have followed up with ProBuilt a couple of times to come out after hours for a quote but no reply.
- 1/1 has some painting that is needed on the balcony due to the hail damage. Will engage with Ange to do once lockdown is over.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held at G7/65 Canberra Avenue, Kingston on Tuesday 11 May 2021 at 6:00pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Louis Matti, Elizabeth Nielsen, Kathy Harber, Mark Watson

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady

APOLOGIES: David Grady

1 Election of Office Bearers

1. The Committee **elected** Mark Watson as Chair of the Committee.
2. The Committee **elected** Louis Matti as Treasurer of the Committee.
3. The Committee **elected** Kathy Harber as Secretary of the Committee.

2 Minutes

1. The Committee **confirmed** the minutes of the EC Meeting held 3/3/21.
2. The Committee **noted** an out-of-session decision was taken following the last EC meeting to install bike racks on B1 and B2 for the use of residents.

3 Reports

3.1 Facilities Managers Report

- a. The Committee **noted** the attached building managers' report.
- b. The Committee **requested** that Grady Strata obtain 3 options and samples of those options for the carpet replacement project. The Committee will consider these samples and quotes with a mind to durability and colour at the next EC meeting.
- c. The Committee **requested** that Grady Strata contact potential intercom installers to obtain options for replacement intercom systems. These intercom systems are to have modern features such as video, remote access entry for visitors, potential connection to other cameras near the front doors, etc.
- d. The Committee **agreed** to seek options from contractors for the rectification of the delaminating slab edges, noting that pieces of render were still becoming loose and needing removal on a regular basis.
- e. The Committee **agreed** to engage Peak Consulting to undertake an inspection of 1-5 Sydney Avenue's hail damage insurance repairs once repairs have reached practical completion.
- f. The Committee **considered** a quote from Ambius for replacement indoor plants, however **agreed** to continue with the current supplier, who has finally changed a couple of plants out following repeated requests.
- g. The Committee **agreed** to keep a watching brief on the requirement for electric car charging, however did not require implementation this year. The Committee **noted** that there are potential future options in the ground floor car park for electric car charging to be placed in replacement of the bike cage.

- h. The Committee **noted** that the sensor for the front door to 5 Sydney Avenue is not pointing in the correct direction, resulting in the sensor not seeing people as they walk directly towards the door from the lift.
- i. The Committee **noted** that loading zone resurfacing would commence immediately after confirmation that hail damage repairs were complete. The prior quote for this project will be utilised for this work.
- j. The Committee **noted** that the bin lifter is currently broken and **agreed** to source repairs (if possible) or replacement.
- k. The Committee **noted** that there were some dirty sections of balconies and lights still disconnected in apartments in 5 Sydney due to the hail damage repairs. The Strata Manager will engage with Bay Building to ensure circuits are re-connected and balconies cleaned where scaffold was placed.
- l. The Committee **noted** that Bay Building are still sourcing options for replacement of dented cladding above Maple & Clove in the same profile as the current cladding, however several suppliers overseas had advised they were unable to match the exact profile of the Zinc cladding.

3.2 Strata Managers Report

- a. The Committee **accepted** the financial statements as provided.
- b. The Committee **agreed** to explore potential noticeboard options in addition to the lift notices, with the Owners Portal currently unable to display notices or facilitate discussion between Owners. Grady Strata **noted** that upgrades are currently being pursued to the Owners Portal to provide noticeboards, chat boards, quote approvals, etc. with upgrades to be implemented in the next ~3 months.

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

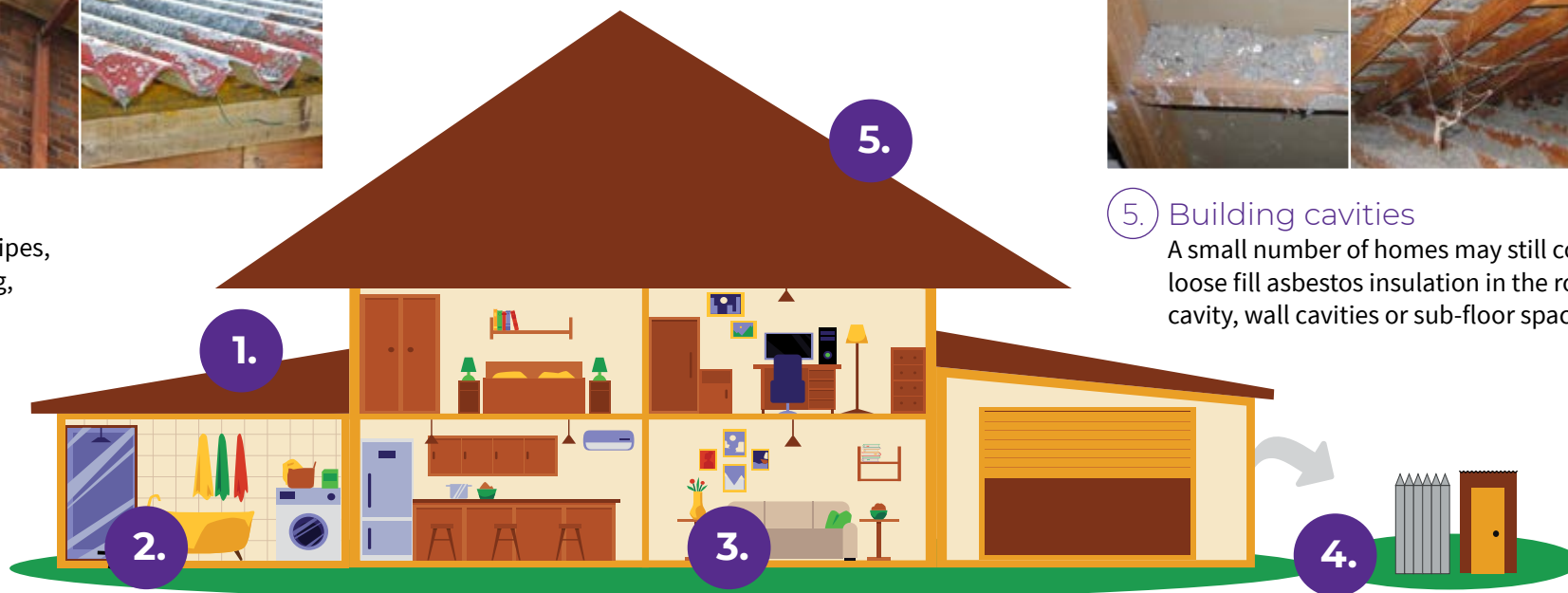
Identify where asbestos materials might be. Five common places are:



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



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



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



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



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

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

Assess the risk

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

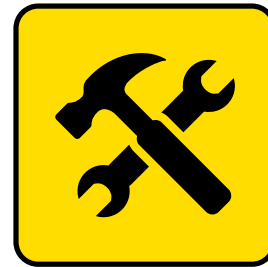
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

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

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

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the *Civil Law (Property) Act 2006* (ACT);

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

- Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;
- Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;
- Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;
- Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;
- Unapproved Structure** has the meaning in the Sale of Residential Property Act;
- Unit** means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;
- Unit Entitlement** for the Unit has the meaning in the Unit Titles Act;
- Unit Title** is the Lease together with the rights of the registered lessee of the Unit;
- Unit Titles Act** means the *Unit Titles Act 2001* (ACT);
- Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT)
- Units Plan** means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 1.2 In this Contract:
- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
 - the singular includes the plural, and the plural includes the singular;
 - a reference to a person includes a body corporate;
 - a term not otherwise defined has the meaning in the Legislation Act;
 - a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- ## 2. Terms of payment
- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- ## 3. Title to the Lease
- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to “section 298” refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to “section 251” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to “section 265” refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

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

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

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

6. Buyer rights and limitations

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

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

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

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

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

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

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

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

- Electronic Workspace** has the meaning given in the Participation Rules;
- Electronically Tradeable** means a land title dealing that can be lodged electronically;
- ELN** has the meaning given in the Participation Rules;
- FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;
- GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;
- Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;
- Land Registry** has the meaning given in the Participation Rules;
- Lodgment Case** has the meaning given in the Participation Rules;
- Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;
- Nominated ELN** means the ELN specified in the Schedule;
- Participation Rules** mean the participation rules as determined by the ECNL;
- Populate** means to complete data fields in the Electronic Workspace;
- Prescribed Requirement** has the meaning given in the Participation Rules;
- Subscribers** has the meaning given in the Participation Rules; and
- Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.
- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction; and
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total

amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case

the period specified in clause 52.6 will apply; and

- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

20. Termination — Seller default

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

* Alter as necessary

** Alter as necessary

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

23.2 This clause is an essential term.

24. GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST

payable by the Seller in respect of the sale of the Property; and

- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

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

in respect of the sale of the Property.

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

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

- 26.2.1 leave it at; or
26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

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

as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and interpretation

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

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

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

30. Buyer rights limited

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;
- 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
- 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
- (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller

has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Section 119 Certificate

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

37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the

Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.

- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

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

39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and
- 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.
- 40. Community title**
- 40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.
- 41. Definitions and interpretation**
- 41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.
- 42. Buyer rights limited**
- 42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.
- 43. Adjustment of contribution**
- 43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.
- 44. Inspection of property**
- 44.1 For the purposes of clause 10.1 Property includes the Common Property.
- 45. Unregistered Community Title Scheme**
- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
- 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
- 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.
- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.
- 46. Incomplete development of Community Title Scheme**
- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

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

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

no later than 5 days before the Date for Completion;
- 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.
- 52. Deposit by Instalments**
- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written

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

- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

* Alter as necessary