

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		75	3063	2	6	City
and known as 15/3 Gordon Street, Canberra ACT 2601						
Seller	Full name	Endoco Pty Limited				
	ACN/ABN	077 561 123				
	Address	PO Box 660 Bondi Junction NSW 2022				
Seller Solicitor	Firm	MV Law				
	Email	kim.cosgrove@mvlaw.com.au				
	Phone	02 6279 4438	Ref Kim Cosgrove			
	DX/Address	GPO Box 764 Canberra ACT 2601				
Stakeholder	Name	Cream Residential				
Seller Agent	Firm	Cream Residential				
	Email	chris.wilson@residential.com.au				
	Phone	02 6281 0822	Ref Chris Wilson			
	DX/Address	PO Box 5054 Garran ACT 2605				
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 Contract				
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA		
Land Tax to be adjusted?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Potential residential land?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No			<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No			<input type="checkbox"/> Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price	\$		(GST exclusive)		
	Less deposit	\$		(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% 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	\$ 440	(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

- 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 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

54 COVID -19

54.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 54 has the meaning given to it in this clause 54.1.

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.

54.2 Shutdown period

In this clause 54 Shutdown Period means any day:

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

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

- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 54.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

54.3 Notice of closure

- (a) Either party to this Contract may invoke this clause 54 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

54.4 Completion extended

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

54.5 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 3rd Business Day after the date of notification of the end of the Shutdown Period.

54.6 Extension of other notice

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

54.7 Payment of damages

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

Volume 1803 Folio 84 Edition 2

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

City Section 6 Block 2 on Deposited Plan 9666 with 342 units on Unit Plan 3063

Unit 75 (Class A) entitlement 31 of 10000, 3 subsidiaries

Lease commenced on 22/02/2007, terminating on 05/09/2100

Proprietor

Endoco Pty Limited

35 Tasmania Circle, Forrest ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S.180 Land Act 1991: Compliance/Completion Cert Issued

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By ALUP 1535208

Registered Date	Dealing Number	Description
16/11/2007	1553250	Application to Vary Restrictions - Compliance Certificate Issued

End of interests

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

City Section 6 Block 2 on Deposited Plan 9666 with 342 units on Unit Plan 3063

Lease commenced on 22/02/2007, terminating on 05/09/2100

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3063

Signature Strata 12/20 Curtin Place Curtin ACT, 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

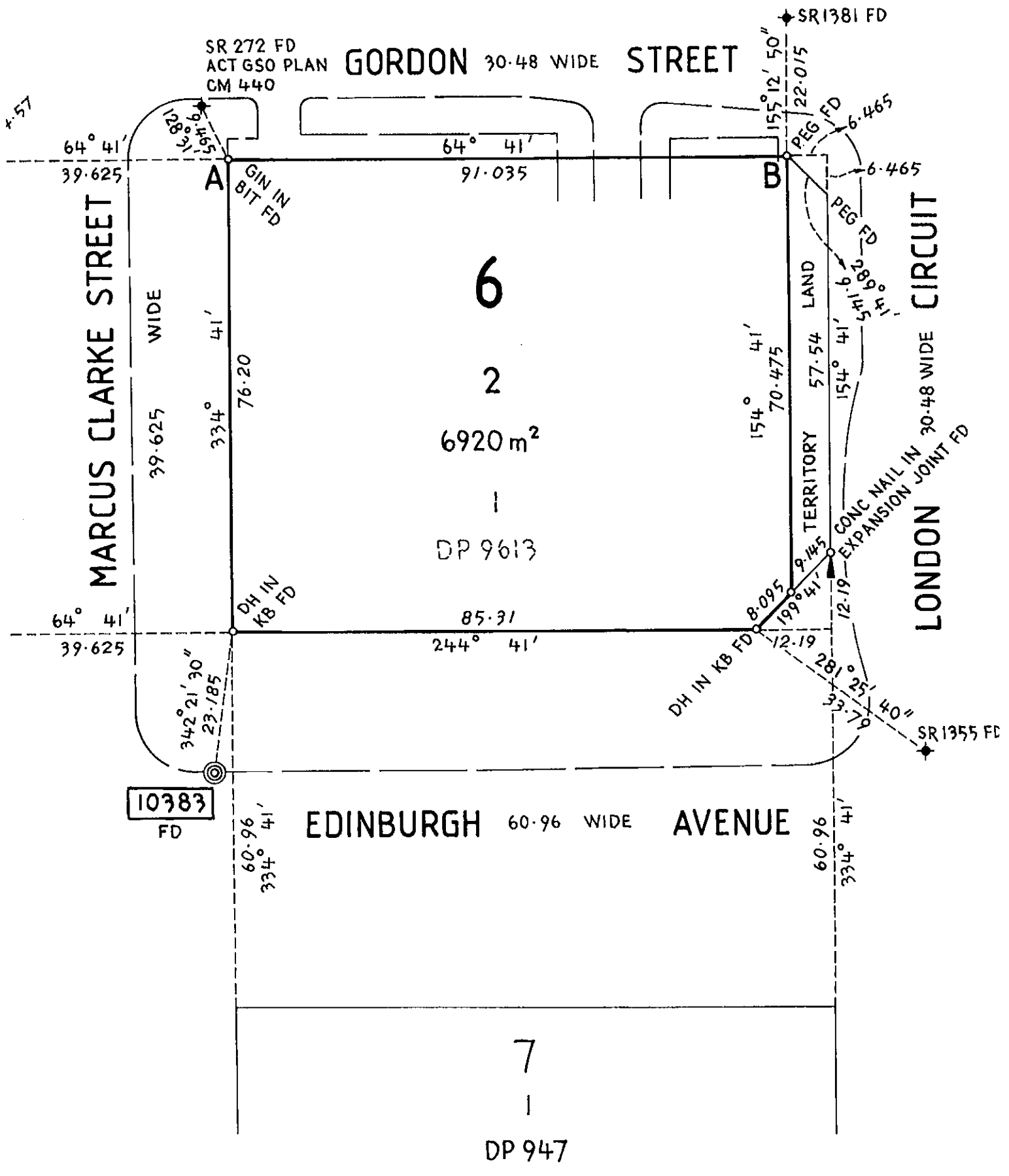
Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
05/04/2007	1518695	Application to Note Special Resolution
07/02/2008	1564537	Application to Note Special Resolution
20/07/2011	1752922	Application to Note Special Resolution
28/07/2014	1929141	Application to Note Special Resolution
14/11/2017	2116395	Application to Note Special Resolution
19/10/2021	3113094	Application to Note Special Resolution - Refer Instrument

End of interests

61





SR 1518695

30/03/2007 12:56:03 BURTK

1518695



SR
Form 094

SPECIAL RESOLUTION

Lodging Party
INDEPENDENT BODY
COOP QPO BOX 1539
Box Number CANBERRA

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C/WLTH)) OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
1801 67	CITY	6	2

2. UNITS PLAN NUMBER

3063

3. DETAILS OF AMENDMENT

CHANGE ARTICLE 12 ADD ARTICLES 13 AND 14

4. SUPPORTING DOCUMENTATION

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution / Motion

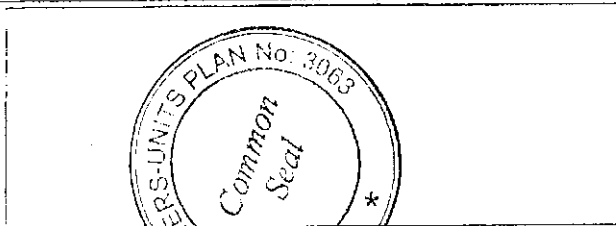
5. DATE

29-3-07

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of



By being signed by:

Signature	<i>Lorraine Henderson</i>
Full Name (Block Letters)	LORRAINE HENDERSON
Address	38 LONGSTAY VILLAGE SYMONSTON
Office Held	BODY CORPORATE MANAGER

Signature	<i>Geraldine Jones</i>
Full Name (Block Letters)	GERALDINE JONES
Address	31 HAWRAHAN CRESCENT DUNLOP
Office Held	ADMINISTRATION ASSISTANT

7. OFFICE USE ONLY

Lodged by	<i>J</i>	Certificates Lodged	
Data Entered by	<i>JM</i>	Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by	<i>CM</i>	Registration Date	05 APR 2007

**MINUTES OF AN INAUGURAL MEETING
UNITS PLAN 3063, "METROPOLITAN"
BLOCK 2 SECTION 6 CITY**

Held: Independent Body Corporate, 28 Ainslie Avenue, Canberra City
Date: 22 February 2007
Time: 4.00 pm
Present: Mr B J Morris representing Section 6 Pty Limited ("the developer")
Ms Lorraine Henderson (Independent Body Corporate).

Chair: Mr Morris was asked to chair the meeting.

Quorum: As all units are owned by the developer a quorum was declared and the meeting proceeded.

BUSINESS:

Mr Morris informed the meeting that the development situated at Block 2, Section 6 City comprising of 342 lots was registered on 22 February 2007 at the Land Titles Office as Units Plan 3063. This meeting is necessary to put into effect certain requirements of the Unit Titles Act.

Insurance:

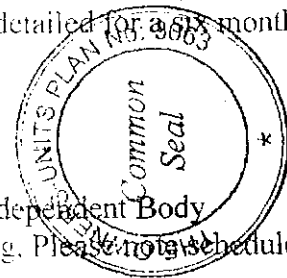
It was unanimously resolved that the Corporation should insure the development with CHU Insurance

Buildings:	\$50,000,000
Primary Public Liability	\$10,000,000
Office Bearers Liability	\$ 1,000,000
Machinery Breakdown	\$ 100,000
Common Contents	\$ 500,000
Workers Comp:	Unlimited.

It is noted that this insurance initially covers 175 units of a four stage development of 342 units. This first stage insurance also covers common property facilities utilized by the whole of the development. With the completion of the second, third and fourth stages of 167 units the total value of the policy is to be increased to \$95,000,000 with the insurance cover to be increased in line with the budget as detailed for a six month period.

Services of Managing Agent:

It was resolved that the Corporation should be managed by Independent Body Corporate Management until the First Annual General Meeting. Please refer to schedule of services attached.



Building Manager – Common Property:

The meeting unanimously resolved that the Corporation should enter into the 10 year Management Agreement for the caretaking of the Common Property and maintenance of the building services on the parcel. It was unanimously resolved that the common seal be affixed to the Management Agreement between the Owners Corporation and Independent Body Corporate Pty Limited.

Bank Account:

The meeting unanimously resolved that the Corporation should operate a business cheque account with the St George Bank.

Plans & Certificates:

The units plan, certificate of title for the common property and the certificate of compliance would be handed to the managing agent for safe keeping at the earliest opportunity.

Common Seal:

It was unanimously resolved that a common seal be purchased. Approval was given to the Managing Agent to attach the seal to Section 75 Certificates.

Section 75 Certificates:

It was unanimously resolved that Independent Body Corporate would prepare the Section 75 certificates as requested and that the charge for preparing the certificate would be paid direct to Independent Body Corporate by the applicant.

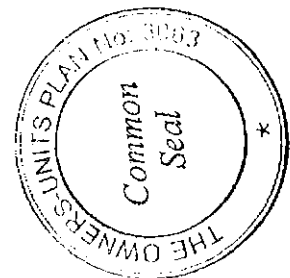
Committee:

It was noted that in accordance with the Unit Titles Act until the first annual general meeting the Committee shall consist of all members of the Corporation.

Budget:

The chairman presented a proposed budget for the period 22nd February 2007 to 31st May 2007 which was unanimously confirmed and adopted as is:

Body Corporate Management (6 mths + setup)	7730.00
Accounting	400.00
Bank Fees	200.00
Building Manager	64500.00
Cleaning - Building Internal	76860.00
Cleaning – Carpets	5000.00
Cleaning – Windows	6000.00
Common Seal	25.00
Electricity	36360.00
Fire Control	22730.00



Gardening Services	13600.00
Improvements	6975.00
Insurance	31200.00
Legal	1800.00
Contingencies	58000.00
Lifts	35000.00
Repair & Maintenance	18500.00
Gym	4140.00
Pool	6800.00
Room Hire- AGM	500.00
Security	10000.00
PAYG Tax	2280.00
Trade Waste	5000.00
Water Rates	36400.00
Total Administrative Fund Levy:	450000.00
GST Admin Fund	45000.00
Sinking Fund Levy	90000.00
GST Sinking Fund	9000.00
TOTAL	594000.00

It was resolved that the budget of \$594,000-00 (GST inclusive) be accepted for the initial period of 22nd February 2007 to 31st May 2007. This budget to cover operating costs 22nd February 2007 to 31st July 2007. The Chairman pointed out that the members need to consider a revised budget at the First Annual General Meeting which would be held in June 2007.

Address:

The mailing address for the Owners Corporation would be registered as GPO Box 1539, Canberra ACT 2601.

Maintenance of Gardens:

It was noted that the gardens (and street verge) are irrigated from 100,000 (approx) litre storm water retention tanks. The managing agent was asked to put in place a regular maintenance program for the storm water tank pumps.

It was unanimously resolved to irrigate and maintain the street verges (and the watering equipment installed for that purpose) in accordance with the Territory requirements.

Pets:

The meeting agreed that pets **would not** be permitted at the complex.



Security Screen Doors/Party Walls:

It was noted that screen doors are not permitted on the front doors of individual units, as the front doors are fire doors and installation of screen doors would be in breach of the fire regulations. It was also noted that the party walls could not be tampered with so as to maintain their integrity for the fire rating.

Storage Cages:

Each unit has a storage shed in the garage area. Owners are advised that these areas are not waterproofed and there is to be no further storage in the car park area other than individual storage space.

Balconies:

Balconies and internal corridors are to be kept in a neat and tidy condition at all times. Under no circumstance is washing permitted on the balconies.

Safety Signage:

It was unanimously resolved that the managing agent must install adequate safety and disclaimer signage in and around the common property (for example, in and around the pool, spa, sauna and gym areas), in cooperation with and complying with the requirements of the insurer.

Fire safety:

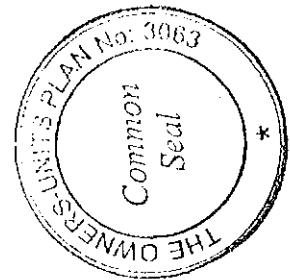
It was unanimously resolved that a notice be sent to all owners and residents describing the fire safety systems within the buildings and the management procedure for fire safety during the construction of stages 3 and 4 of the complex.

Staged Development:

The meeting noted and adopted the Development Statement dated January 2007 (copy attached) which has been approved by ACT Planning and Land Authority to allow the development to be staged.

The following staging is anticipated:

Stage 1	175 units	Completed
Stage 2	4 units	To be completed 15 March 2007
Stage 3	93 units	To be completed 31 July 2007
Stage 4	70 units	To be completed 31 August 2007



Access of Builder and Developer:

It was unanimously resolved that the builder, the Hindmarsh Group ("the builder"), and the developer, Section 6 Pty Limited ("the developer"), and their employees, agents, contractors and consultants, be granted such access rights to the common areas as are necessary to finish the uncompleted units and buildings on Block 2 Section 6 City being Units 339-342, London Tower (3 London Circuit), Edinburgh Tower (2 Edinburgh Avenue), Mews West (2 The Mews), Gordon West (3 Gordon Street) and Marcus Clarke (12 Marcus Clarke Street) ("the Uncompleted Buildings"). As a condition of such access, the builder is required to make good any damage to the common property or buildings on the land and remove any rubbish or debris and maintain appropriate public liability insurance and contract works insurance in respect of the Uncompleted Buildings.

It was unanimously resolved that the pursuant to Section 49 of the Unit Titles Act to grant a special privilege to the developer to access the common property as set out above and that the special privilege would expire 180 days after the issue of certificates of occupancy and certificates of compliance for all of the Uncompleted Buildings.

Maintenance of Uncompleted Buildings:

It was unanimously resolved that the Owners Corporation be exempt from the maintenance requirements under section 51(3) of the Unit Titles Act in respect of the Uncompleted Buildings (including any common property forming part of the Uncompleted Buildings) until the buildings are completed and certificates of occupancy and certificates of compliance are issued in respect of the units in each of the Uncompleted Buildings.

Insurance for Uncompleted Buildings:

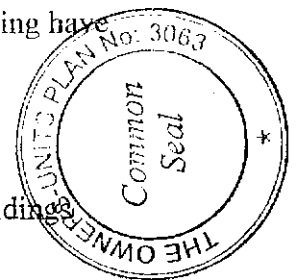
It was noted that the Uncompleted Buildings are currently insured through the builder's contract all risk insurance policy.

It was unanimously resolved that the developer must ensure that the builder is responsible for building insurance under section 132 of the Unit Titles Act and public liability insurance under section 131 of the Unit Titles Act in respect of the Uncompleted Buildings, until such time as the certificate of occupancy and certificate of compliance in respect of the units in each respective Uncompleted Building have been issued.

Levies for Uncompleted Units:

The developer informed the meeting that the units in the Uncompleted Buildings ("Uncompleted Units") were not yet completed.

As permitted by section 60(3) of the Unit Titles Act, the meeting passed the unopposed and unanimous resolution under section 60(2)(b) that:



1. each unit owner other than the Uncompleted Unit owners be required to pay a general funds contribution equal to the proportional share of the total general funds contribution based on the proportion of the unit entitlement of each respective unit to the total unit entitlements of all units excluding the Uncompleted Units;
2. each Uncompleted Unit owner not be required to pay any general funds contributions until the date 15 days after issue of certificate of occupancy and certificate of compliance under section 179 of the Land Act in respect of that Uncompleted Unit;
3. commencing at the date 15 days after issue of a certificate of occupancy and a certificate of compliance under section 179 of the Land Act in respect of that Uncompleted Unit, the relevant Uncompleted Unit owner be required to pay a general funds contribution equal to the proportional share of the total general funds contribution based on the proportion of the unit entitlement of that unit to the total unit entitlements of all units excluding Uncompleted Units.

As permitted by section 64(2) of the Unit Titles Act, the meeting passed the unopposed and unanimous resolution under section 64(1)(b) that:

1. each unit owner other than the Uncompleted Unit owners be required to pay a sinking fund contribution equal to the proportional share of the total sinking fund contribution based on the proportion of the unit entitlement of each respective unit to the total unit entitlements of all units excluding the Uncompleted Units;
2. each Uncompleted Unit owner not be required to pay any sinking fund contributions until the date 15 days after issue of certificate of occupancy and certificate of compliance under section 179 of the Land Act in respect of that Uncompleted Unit;
3. commencing at the date 15 days after issue of a certificate of occupancy and a certificate of compliance under section 179 of the Land Act in respect of that Uncompleted Unit, the relevant Uncompleted Unit owner be required to pay a sinking fund contribution equal to the proportional share of the total sinking fund contribution based on the proportion of the unit entitlement of that unit to the total unit entitlements of all units excluding Uncompleted Units.

Voting Rights for Uncompleted Units:

The Owners Corporation acknowledges that the developer is the registered proprietor of the Uncompleted Units and a representative of the developer is entitled to attend and vote at Owners Corporation meetings in respect of the Uncompleted Units until those units are completed and sold to another party.



Permitted alterations

It was unanimously resolved that pursuant to Article 4 the enclosed garages erected on the unit subsidiaries of units 89 and 339 are permitted by the owners.

Amendment to Articles:

It was unanimously resolved to amend the Articles forming part of the Unit Titles Act by deleting existing Article 4 and replacing it with:

4(a) A member of the corporation shall not except in accordance with the written permission given by the Executive Committee and in accordance with the provisions of any law in force in the Territory applicable in the circumstances erect or alter any structure in or on his unit. In relation to any units which pursuant to the units plan may be used for ancillary purposes other than the primary purposes of residential, hotel and motel ("the commercial units"), any structural erection or alteration will be permitted as long as the erection or alteration is within the boundary of the unit or is outside the boundary of the unit but is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the Territory applicable to the circumstances. The body corporate manager is authorized to affix the common seal of the corporation to any development and building applications for the commercial units that are made in accordance with this article.

4(b) Timber/tiled/polished concrete floor finishes are required to be designed by an accredited acoustic consultant prior to installation and following installation certification of the installation must be provided to the Owners Corporation.

4(c) Due to fire safety requirements, under no circumstances may fly screens or security screens be installed on unit entry doors.

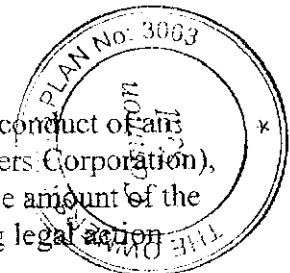
4(d) If an owner wishes to erect or alter any structure in or on his unit or if he wishes to change the use of his unit, he must, at his own cost, obtain and provide the Owners Corporation with a fire consultant's report in relation to the effect that the erection, alteration or change of use will have on the building's fire safety systems.

It was unanimously resolved to amend Article 12 as follows:

12. The seal may be attached to certificates under Section 75 of the Unit Titles Act by the managing agent of the Owners Corporation without following the procedure in paragraphs (a) to (c) of this article.

It was unanimously resolved to add the following Article 13:

13. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.



It was unanimously resolved to add the following Article 14.

14. The owners corporation must comply with the requirements for fire safety notices and fire door maintenance and all other requirements specified in the fire safety engineering assessment reports " Alternative Solution report- The Metropolitan" reports 2002/C125 R2.2 dated January 2004, 2002/C125 R3.0 dated October 2006 and 2002/C125R4.0 dated November 2006 prepared by Stephen Wise and Associates.

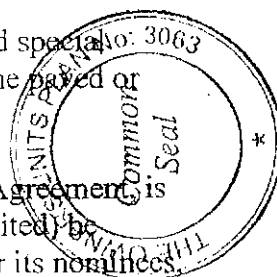
15.

It was unanimously resolved that the managing agent would attend to registration of the above resolutions to change the Articles of the Owners Corporation in accordance with Section 128(3) of the Unit Titles Act, as soon as practicable.

Special Privileges:

It was unanimously resolved that pursuant to Section 49 of the Unit Titles Act the following special privileges would be granted:

1. That the building manager (who, pursuant to the Management Agreement, is at the date of the meeting Independent Body Corporate Pty Limited) be granted special privilege to erect painted or illuminated signs on the exterior wall or awning or in the windows of unit 18 ('the Caretaker's Unit') to advertise the name of and the services provided by the building manager from time to time, in a size and position that does not cause a nuisance to any neighbouring unit owners or occupiers. If the authorized signage infringes on unleased Territory land, the owners unanimously resolve to make an application to the Territory (at the building manager's cost) to allow the signage to be erected.
2. That the owners of the commercial units in the parcel be granted special privilege to affix signage and display material on the exterior walls or awnings or in the windows of their respective units from time to time, in a size and position that does not cause a nuisance to any neighbouring unit owners or occupiers. If the authorized signage infringes on unleased Territory land, the owners unanimously resolve to make an application to the Territory (at the building manager's cost) to allow the signage to be erected.
3. That the owners of the commercial units in the parcel be granted special privilege to erect temporary signage during business hours on the paved or landscaped common property directly outside the relevant unit.
4. That the building manager (who, pursuant to the Management Agreement, is at the date of the meeting Independent Body Corporate Pty Limited) be granted special privilege so that Independent Body Corporate or its nominees, employees, agents or subcontractors have the right to exclusive occupation of the Caretaker's Unit at Independent Body Corporate's own cost, for the purpose of fulfilling its duties as building manager, pursuant to the terms and



conditions contained in the Management Agreement for the Term of the Agreement (or such other terms and conditions as may be agreed by the owners and the building manager from time to time) and the following terms:

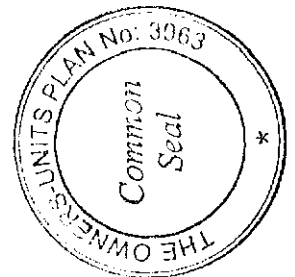
- a. no rent, licence fee or occupation fee will be payable for the use and occupation of the Caretaker's Unit and
- b. the Caretaker's Unit may be used for residential accommodation.

First Annual General Meeting:

It was noted that the First Annual General Meeting must be held within six months of registration of the Units Plan and would be held June 2007.

Closure:

There being no further business the meeting closed at 6.00 p.m.





ALUP\$1535208 13/07/2007 09:57:11 HENKJ
1535208

ALUP
Form 055

APPLICATION TO ALTER A UNITS PLAN

Lodging Party
David Harper
Box Number
6162 8888

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C/WLTH)) OVERLEAF

An application to alter a units plan, may include a minor boundary variation, a building damage order etc.

1. LAND

Vol: Fol	District/Division	Section	Block	Unit
1801-67	CITY	6	2	

2. UNITS PLAN NUMBER

3063

3. APPLICANT/S

Name in Full
SECTION 6 PTY LTD ACN 098 001 499

4. TYPE OF VARIATION

- Building Damage Order
- Minor Boundary Change
- Alteration to Schedule of Unit Entitlement
- Other

Registration of strata etc.
Please see attached.

5. SUPPORTING DOCUMENTATION

- Please attach the Magistrates Court Order No...
- Please attach the authority executed by the authorised officer on behalf of the Minister / ACT Planning and Land Authority.

Full name of signatory

Signature of the delegate of the ACT Planning and Land Authority

- Please attach the amended units plan as executed by the applicant, the registered surveyor identifying the variations.

5. COURT ORDER PERIOD (Provide date if applicable)

Application must be made within three months of the date of the court order.

Date of Court Order:

5. APPLICATION PERIOD (Provide date if applicable)

Application must be made within three months of the unopposed resolution by the owners corporation endorsing an application to the Minister.

6. LODGEMENT PERIOD (Provide date if applicable)

If the Minister grants a 'Unit Entitlement Authority' the applicant has three months from the date of the authority to register the application with the Registrar-General's Office.

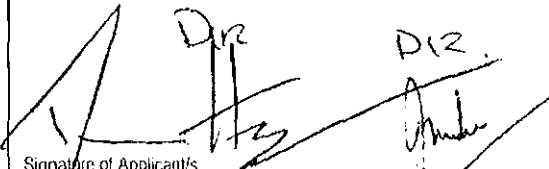

Date of Unopposed Resolution:

Date Minister signed Authority:

6. DATE

12 July 2007.

7. EXECUTION BY THE APPLICANT / OWNERS CORPORATION

<p>Signed by the Applicant/s</p> <p>Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001</p>  <p>Signature of Applicant/s</p>	<p>Full name of witness</p> <p><i>Elizabeth Beryl Anderson.</i></p> <p>Signed in my presence</p>  <p>Signature of witness</p>
--	---

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by	<i>10</i>	Registration Date	18 JUL 2007

SPECIAL NOTE: The Registrar-General must notify the ACT Land and Planning Authority of the registration of the order.

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
 - application to be accompanied by the authority for the variation/ court order.
 - should be lodged with the Certificate of Title or proof of production of the title.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
6. Execution by
 - **A Natural Person** - should be witnessed by an adult person who is not a party to the document.
 - **Attorney** - if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - **Corporation** - Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

NB The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.



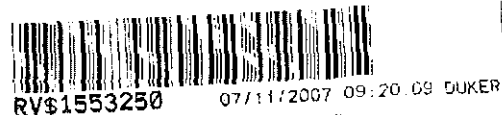
THE METROPOLITAN
Block 2 Section 6 City

STAGE 4

Stage Number	N.o of Units	Building	Unit N.os
4	70	A	1 - 4 34 - 40 72 - 78 106 - 108 134 - 140 166 - 172 222 - 226 198 - 200
		C	9 - 12 48 - 49 112 - 113 86 - 87
		D	13 - 17 50 - 53
		G	60 - 67

UNIT	VOL	FOL
1	1803	43
2	1803	44
3	1803	45
4	1803	46
9	1803	47
10	1803	48
11	1803	49
12	1803	50
13	1803	51
14	1803	52
15	1803	53
16	1803	54
17	1803	55
34	1803	60
35	1803	61
36	1803	62
37	1803	63
38	1803	64
39	1803	65
40	1803	66
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78	1803	87
86	1803	88
87	1803	89
106	1803	99
107	1803	100

108	1804	1
112	1804	2
113	1804	3
134	1804	13
135	1804	14
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171	1804	34
172	1804	35
198	1804	45
199	1804	46
200	1804	47
222	1804	57
223	1804	58
224	1804	59
225	1804	60
226	1804	61



1553250

RV
Form 084

Lodging Party

Box Number

APPLICATION TO VARY RESTRICTIONS

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The applicant's may make application to vary the restrictions relating to item 1.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
1803:84	City	6	2	75	

2. APPLICANT/S

Register-General

3. DETAILS OF THE VARIATION OF RESTRICTIONS (provide details of the variation)


- Land Act 1991 - S180 - Compliance Certificate Issued
- Concessional Lease Variation -
- Building Covenant Variation -
- Other -

5. DATE

05/11/2007

6. EXECUTION

Signed by the applicant's




Jen Andrew
Deputy Registrar-General

Signature of applicant's

Full name of witness




Lianna Guest

Signed in my presence



Signature of witness

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	16 NOV 2007

1564537



SR
Form 094

SPECIAL RESOLUTION

OWNER: **LONGSTAY VILLAGE BODY CORPORATE**
C/O BOX: **3759**
CANBERRA: **Box Number, 2601**

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C/WLTH)) OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol: Fol	District/Division	Section	Block
1801.67.1	CITY	6	2

2. UNITS PLAN NUMBER

3063

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 15

4. SUPPORTING DOCUMENTATION

Sealed copy of Minutes of Meeting
 Sealed copy of Resolution / Motion

5. DATE

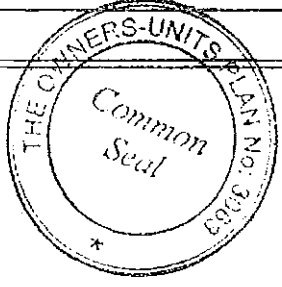
2ND JANUARY 2008

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by
Affixed in the presence of

[Signature Line]

[Signature Line]



By being signed by:

Signature: *L Henderson*
Full Name (Block Letters): **LORRAINE HENDERSON**
Address: **38 LONGSTAY VILLAGE SYMONSTON**
Office Held: **BODY CORPORATE MANAGER**

Signature: *G Jones*
Full Name (Block Letters): **GERALDINE JONES**
Address: **37 HANRAHAN CRESCENT DUNLOP**
Office Held: **ADMINISTRATION OFFICER**

7. OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Certificates Lodged	
Data Entered by	<i>[Signature]</i>	Attachments Lodged	
Examined by	<i>[Signature]</i>	Certificate of Title Lodged	
Registered by	<i>[Signature]</i>	Registration Date	- 7 FEB 2008

**NOTICE OF REDUCED QUORUM DECISIONS
UNIT TITLE ACT 2001**

Part A: Details of reduced quorum decisions

A1 The Owners – Units Plan No: 3063

A2 General Meeting

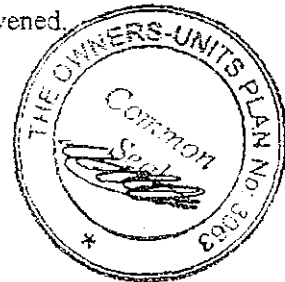
Date of Annual General Meeting at which the reduced quorum decisions were made is:

17th December 2007

The annual general meeting is regularly convened.

A3 Reduced Quorum Decisions:

As per the attached minutes



A4 Owners Corporation Declaration

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

Date: 18th December 2007.

MINUTES OF A GENERAL MEETING
UNITS PLAN 3063 "METROPOLITAN"
London Circuit, Edinburgh Ave, Gordon St, Marcus Clark St,
CANBERRA CITY

Held: Monday 17th December 2007 at 5.30pm.
The Molonglo Room, Canberra Club,
45 West Row, CANBERRA CITY

Present: Mr. P. Southern (unit 341), Mr. J. Hart (unit 278), Mr. B. Atkinson & Ms. C. Phillips (unit 99), Ms. J. Terwiel (unit 45), Mr. J. Ling (unit 314), Mr. A. Nelson (unit 311), Ms. S. Anderson (unit 219), Mr. J. Mukherjee (unit 96), Mr. M. Blumer (unit 342), Ms. A. Jones (unit 11), Mr. S. Vavoulis (unit 334), Mr. A. Lee (unit 52), Mrs. W. Jurcevic (unit 44), Mr. A. Sanders (unit 144), Mr. J. Gainey (unit 215), Mr. N. Lawry (unit 288), Mr. P. Gretton (unit 172), Mrs. L. McDonald (unit 303), Mr. K. Hardy & Mrs. E. Keane representing Independent Property Group

Apologies: Nil

Proxies: Mr. P. Legge-Wilkinson (unit 229), Mr. D. Barnes (unit 310), Mr. & Mrs. Norgate (unit 15) appointing the chair to vote as he saw fit.

Mr. & Mrs. Gartner (unit 192) appointing Mr. S. Vavoulas to vote as he saw fit.

Mr. & Mrs. Wade (units 234 & 270), Mr. C. Giles (unit 180), Mr. & Mrs. Pond (unit 237), Arkad Pty Ltd (unit 321), Mr. D. Ryan (unit 57), Mr. C. To (unit 152), Mr. M. Young (unit 67), Ms. C. Forward (unit 333), Ms. J. Crawford (unit 149), Mr. J. Collins & Ms. P. Groeneveld (unit 164), Mr. A. Lim (unit 70), Mr. S. Thomas (unit 123), Mr. & Mrs. Sandirigama (unit 23) appointing the chair to vote YES on Motion 1 and Motion 2.

Ms. L. To (unit 157 & 163) appointing the chair to vote YES on Motion 1 and NO on Motion 2.

Mr. & Mrs. Watson (unit 326) appointing Mr. M. Blumer to vote as he saw fit.

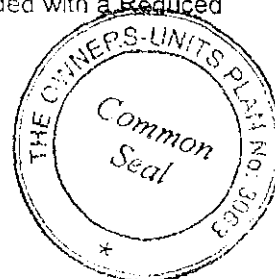
Mr. & Mrs. Buchanan (unit 213) appointing Ms. E. Buchanan to vote YES on Motion 1 and Motion 2.

Ms. J. McCormick (unit 210) appointing Ms. N. Benedetti to vote YES on Motion 1 and Motion 2.

Mr. & Mrs. Swinton (unit 272) appointing the **Managing Agent** to vote YES on Motion 1 and Motion 2.

Chair: Mr. M. Blumer chaired the meeting.

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



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

ELECTION OF COMMITTEE:

Further to the Annual General Meeting held on 31st July 2007, it was necessary to request nominations from interested owners to fill the 3 vacant Committee positions on the Executive Committee. Management received nominations from Mrs. L. McDonald, Mr. J. Ling, Mrs. A. Lee and Mr. S. Thomas.

Mrs. McDonald, Mr. Ling & Mr. Thomas were given an opportunity to talk to the meeting on why they wished to be elected to the Committee.

Owners present requested information as to which nominee's were owner occupier's to assist in their decision. The Managing Agent advised that this did not have a bearing on the matter as all owners were able to be nominated.

A vote comprising a show of hands was held and the following members were elected to the Committee:

Mrs. L. McDonald, Mr. J. Ling & Mr. A. Lee.

Registration of House Rules as Articles of Association:

MOTION 2: It was moved Mr. A. Sanders, seconded Mrs. L. McDonald that the House Rules as presented be inserted into the Articles of Association for Units Plan 3063 as Article 15.
CARRIED

A brief discussion was held in relation to additional amendments being made to the House Rules. The Managing Agent advised that addendum's may be added, however, to change the House Rules as a whole document, an additional general meeting would need to be held.

Emergency Evacuation Plans:

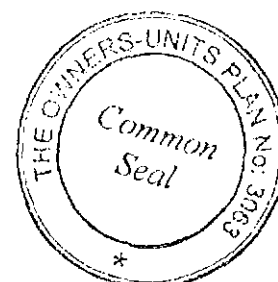
MOTION 3: It was moved Mr. A. Sanders, seconded Mrs. L. McDonald, that a quote be accepted for supply & installation of Emergency Evacuation Plans at Metropolitan be accepted.
CARRIED

MOTION 4: It was moved Mr. A. Sanders, seconded Mrs. L. McDonald, that a meeting be arranged between the Executive Committee and with the contractors who provided the Emergency Evacuation Plan quotes so that further details may be obtained and considered and so that the Executive Committee may hand down a decision on which specific quote is to be accepted.
CARRIED

GENERAL BUSINESS:

Secretarial Note: Although it was noted that there was no agenda item for general business, the Chair opened the floor to allow owners a chance to discuss items arising from discussion of the Emergency Evacuation Plans.

SECURITY:



It was noted by a number of residents that it appeared that there were a number of insecure doors located on property, most notably Gordon East, and that these had either been identified to the building manager or that the building manager was aware of the issues with the doors.

It was noted that a lift in one of the buildings, being Gordon East, did not require a swipe card to use and that the doors were slow to respond in closing and that this had also been advised to the building managers.

It was noted that it appeared that the garage gates can be pushed and that after a certain distance, the gates will automatically open. The building manager had been advised of this matter by owners.

It was noted that there were apparently "live wires" located near an entrance door in Mews West and that the building managers had been notified.

It was noted that a number of fire exit doors leading to the outside common property were often seen to be left propped open.

The Managing Agent wishes to advise that it was not made aware of the above issues and that they would speak to the building managers about this and take appropriate steps to ensure that the security issues are addressed as quickly as possible.

It was requested that a security audit be conducted of the building. This is to include a survey to all owners and residents requesting identification of any security breaches, such as access doors being left open or doors where the access control system does not appear to be working.

FIRE CONTROL:

It was requested that a Fire Compliance Audit be conducted to ensure that the building is compliant with relevant Act's and Regulations. It was noted that the ACT Fire Brigade may do this for a minimal cost. The Managing Agent is to contact the ACT Fire Brigade for further information.

PARKING ON THE MEWS:

It was requested that the Managing Agent investigate the possibility of gazetting The Mews to stop parking in the area leading up to the hopper rooms and entrance/exit gates. This is to include "No Standing" or "Loading Zone" signs to allow for removalist vans and trucks to park while unloading.

The Managing Agent wishes to advise that the process of gazetting is as follows:

1. A traffic engineer has to be engaged to draw up a parking proposal for the area. This is known as the Traffic Control Device Drawing.
2. The plan has to be submitted to ACT Roads for approval who will ensure that the plans meet Australian Signage Standards.
3. Once approved, the signage has to be installed at owners corporation cost.
4. ACT Roads can then be invited onto the property to issue parking infringement notice. Fines are paid to and kept by ACT Roads, the owners corporation does not receive any of the fine money.

Usual Costs involved:



1. Estimated \$1,000 to draw up the plans as long as architect drawings are available from ACTPLA.
2. Up to \$1,000 on approved signage, depending on areas involved.

ACT Roads advise:

1. The recommended that the maximum parking time allowed is less than 3 hours.
2. They will also not enter a secured parking area.

It was also requested that the Managing Agent also investigate the possibility of stickers which could be placed on vehicles to stem the flow of vehicles parking on The Mews.

In addition, it was requested that the Managing Agent obtain a quote for a street sign identifying the location of The Mews as it is not visible on street maps and some visitors have difficulty in finding the entrance to the parking garage.

The Managing Agent was asked about the ability to tow vehicles and advises that the Owners Corporation does not have the power to have vehicles towed from either private parking spaces or from common property, nor does it have the power to wheel clamp vehicles. The Managing Agent also advised that, in the case of an abandoned vehicle, it would need to abide by the Abandoned Goods Act which can take approximately 2 months before a vehicle can be towed.

It is advised that owners are welcome to have vehicles removed from their individual parking spaces as required and are able to install "Private Parking" signs and collapsible bollards are able to be installed in their individual parking spaces to prevent "unwanted" parking at the cost of the individual unit owner.

CLEANING:

It was noted that the cleaners need to pay closer attention to the foyer areas of The Mews buildings.

It was noted that the driveway area needs to be jet washed as there is a large stain resulting from the need to locate the hoppers on the driveway on collection days.

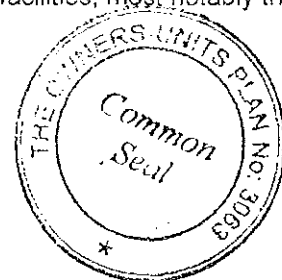
INTERCOMS:

It was requested that the Managing Agent provide well lit signs above the intercom systems explaining how to use the intercoms, as the current displays are difficult to see.

GYM TV's:

The Managing Agent wishes to advise that the following steps are being taken to reduce the possibility of further TV thefts once they are replaced.

1. An additional access door to be located at the bottom of the stairs leading to the gym.
2. Swipe card access to be installed on all recreational facility doors and on the door to be installed.
3. Security camera's to be installed at the entrances to the recreational facilities, most notably the stairwell leading to the gym.
4. A steel cable system to secure the new TV's to the wall.
5. A Perspex cover to enclose the new TV's once installed.



The Managing Agent wishes to advise that the insurance claim to replace the TV's has been accepted.

Meeting closed at 6.00pm



**UNITS PLAN 3063
"METROPOLITAN"**

**Edinburgh Ave, Gordon Street,
Marcus Clark St and London Circuit
CANBERRA CITY ACT 2601**

HOUSE RULES

Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximize the convenience, comfort and privacy of the residents of Unit Plan 3063. At all times and in all matters, the Schedule of the Unit Titles Act applies. **They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.**

Complaints

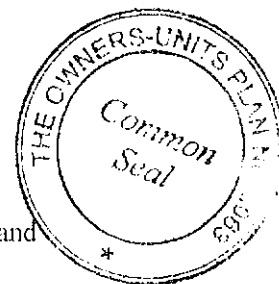
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"The Metropolitan"
Independent Body Corporate
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone inquiries: 02-6209-1515

Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.



Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone 131-444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Metropolitan. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times and specifically between 10.00pm and 7.00am residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc) at a level which may disturb other residents.

Vehicles and Parking

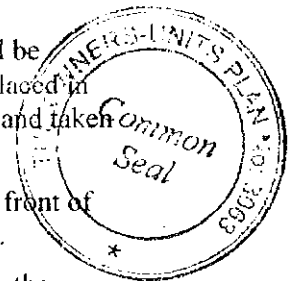
We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

3. Residents should only park their vehicles in their units' allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
5. Vehicles must observe a 5kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

8. The Garbage Hopper is for domestic waste only. All Rubbish must be placed in the hopper and the hopper lid closed after use.
9. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
10. Residents are encouraged to recycle wherever possible. Large Boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
11. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage chutes, recycling cupboards, or on the floor of the garbage area.
12. Household items such as furniture, bedding etc are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
13. Consideration should be given, and noise kept to a minimum, when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units.



Appearance

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

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
16. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
17. Balconies are not to be used as a storage area.

18. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Pets

19. The ACT Unit Titles Act does not permit pets. It was agreed by unanimous resolution at the Inaugural General meeting that NO PETS are permitted at Metropolitan.

Alterations

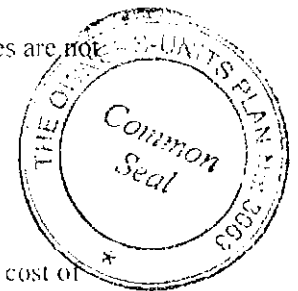
20. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
21. External weather draft stoppers may be installed on individual unit doors, at the individual owners cost. Such installations are at the individuals cost, and such installations must be adequately maintained by the individual.
22. Security screen doors may be fitted to cover the balcony door and any window that opens onto the balcony. Screens must be "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplimesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual.
(Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531.
23. Unit front doors are Fire Rated - Security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security & Safety

24. Security is provided through security access passes.
25. Additional security passes are available from the building managers office, at a cost of \$40 each. All Additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
26. Additional front door keys are available from Bina Locks, upon production of written authority from the building manager – one authority per unit is sufficient to obtain additional keys. All Additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
27. All faults with the security system and/or individual residents' access cards should be reported to the building managers.
28. In the interest of maintaining the security of Metropolitan, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
29. Unknown or unauthorised persons must not be admitted to the building.
30. The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, residents should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

31. Signs have been placed in each of the corridors, ground and basement levels to show residents and their guests the nearest emergency exit and equipment. Residents should familiarise themselves with these signs.



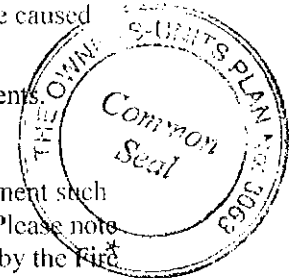
32. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Amenities – Pool, Gym, Spa, Sauna

33. **Residents and their accompanied guests use the facilities at their own risk.** The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
34. Guests must be accompanied by the unit resident at all times.
35. Children under 16 years of age must be supervised by a parent or guardian at all times.
36. No Glass items or alcohol are permitted in these areas.
37. Facilities must be left clean & tidy after use
38. Please ensure that the doors to the facilities are closed behind you.
39. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or loss of your tenancy agreement.

General

40. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
41. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
42. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
43. For safety and appearance, residents are not to store any items in common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
44. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
45. Smoking is not permitted in any of the common areas including the entrance foyers, lifts, corridors and amenity areas. Cigarette butts are required to be disposed of in the appropriate manner.
46. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
47. The use of BBQ's on balconies must not cause an inconvenience to other residents.
48. Birds or possums are not to be fed from the balconies.
49. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non compliance (ACTFB Policy May 2003).



50. Letterboxes must be emptied of all Junk Mail on a regular basis. It is the owners responsibility to ensure that unoccupied units have their mail boxes emptied.
51. No "NO JUNK MAIL" stickers are permitted to be installed on individual mail boxes.
52. Residents' should NOT ride bicycles, rollerblades, skateboards etc, within the building perimeters.
53. Graffiti of any description is not permitted on any area of the complex. Any Graffiti should be documented, and a report lodged to the building managers immediately.
54. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.

Building Manager

Wayne Kathage & Rod Greschke
"Metropolitan"
Unit 1 "Mews East"
Canberra ACT 2601

Tel: 0412-851-809

Email: wkpw.pty.ltd@gmail.com.au

Body Corporate Manager

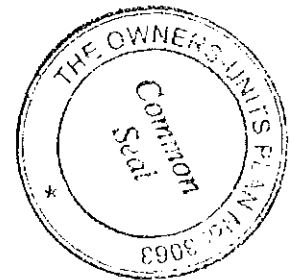
The Body Corporate Manager is Independent Body Corporate
Level 1, "Ethos House"
28-36 Ainslie Avenue
Canberra ACT 2601

Tel: 02-6209-1515

GPO Box 1539
Canberra City ACT 2601

Email: bcenquiry@independent.com.au

In the event of an extreme emergency, the after hours telephone number is 0419-626-355.



**THANKING YOU ALL FOR YOUR COOPERATION IN
ADHERING TO THESE HOUSE RULES.**



1752922



**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE	91 NORTHBOURNE AVE TURNER	62091515

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1801:67	CITY	6	2	3063

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

AMENDED HOUSE RULES REGISTERED AS ARTICLE 15

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature <i>Lorraine Henderson</i>	Signature <i>Geraldine Jones</i>
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held BODY CORPORATE MANAGER	Office Held ADMINISTRATION OFFICER

OFFICE USE ONLY			
Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	20 JUL 2011

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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No 3063 *[insert number]*

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on :- 28 June 2010

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision Full text of reduced quorum decision

28 June 2010 See Attached Minutes

A4 Owners Corporation Declaration

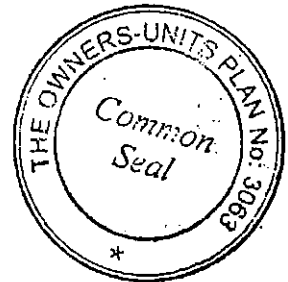
The information in this notice has been recorded on the following date from details shown in the records of the Owners Corporation.

28 June 2010 *[insert date of affixing of seal]*

..... *Signature*

..... *Manager for Units Plan 3063*..... *Designation*

..... Seal



**MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 3063 "METROPOLITAN"
EDINBURGH AVE, GORDON ST, MARCUS CLARKE ST
AND LONDON CIRCUIT, CANBERRA CITY**

- Held:** The Molonglo Room, Canberra Club
5 West Row, CANBERRA CITY
Monday 27 June 2011 at 5.30pm
- Present:** Mr A Novosel (Unit 42), Mr B Katz & Ms N Jöffe (Unit 50)
Mr G Smith (Unit 81), Mr A Sanders (Unit 144),
Mr L To (Units 157 & 163), Mrs M Buchanan (Unit 213),
Mr J Gaíney (215), Ms G Tregear (Unit 222),
Ms E Wilson (Unit 241), Mr S Nichol (Unit 252),
Mr I Myers (Unit 289), Mr A Nelson (Unit 311),
Mr J Ling (Unit 314), Mr A & Mrs R Busby (Unit 325), and
Ms C Forward (Unit 333)
Mrs N Cannell & Mrs S Shaw representing Independent Body Corporate
Services
Mr S Lanham & Mr F Kelly, representing Canberra Building Management
Services (CBMS)
- Chair:** Mr A Sanders chaired the meeting
- Apologies:** Mr M Blumer (Tedwally Pty Ltd - Units 217 & 342)
Mr P Legge-Wilkinson (Unit 229)
Ms S Walker (Unit 255)
- Proxies:** Mr D Sandirigama (JNM Enterprises – Units 22 & 23),
Mr M Sammels (Unit 36), Mr A Lim (Unit 70),
Mr B & Mrs C Atkinson (Unit 99),
Mr R Naga-Lingam & Ms A Gentle (Unit 100)
Ms F Claxton (Unit 143)
Mr B Wall (Unit 159)
Mr R Paice & Mr J Greenaway (Unit 179)
Mr C Giles (Unit 180)
Mr P & Mrs C Thoms (Unit 214)
Ms S Pitman & Mr K Erwood (Unit 225)
Ms S Walker (Unit 255)
Mr H & Mrs K Baumeister (Unit 269)
Mr G & Mrs J Swinton (Unit 272)
Mr M Ng (Unit 291)
Arkad Pty Ltd (Unit 321)
Mr D & Mrs S Hope (Unit 335)
Tedwally Pty Ltd (Units 217 and 342)



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

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

Minutes of the Previous Annual General Meeting:

The minutes of the Annual General Meeting of 28 June 2010 had been distributed to all owners.

MOTION 1: It was resolved that the minutes of the previous annual general meeting be accepted. **CARRIED**

Business Arising from Minutes:

There was no business arising.

Insurance:

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

Policy no:	46369	Due date:	24/01/2012
Building replacement			\$171,720,000
Loss of Rent			\$25,758,000
Public liability			\$30,000,000
Workers Compensation			As per the Act
Catastrophe Insurance			\$25,758,000
Machinery Breakdown			\$100,000
Office Bearers Liability			\$5,000,000

Note: Unit owners are responsible to take out their own contents and liability cover within their unit. The insurance cover held by the Owners Corporation only covers common property.

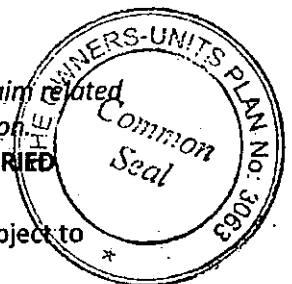
Level of Insurance:

MOTION 2: It was resolved, that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer. **CARRIED**

Insurance Claims Excess:

MOTION 3: It was resolved, that any excess payable on an insurance claim is the responsibility of the owner of the unit to which the claim is related. If an insurance claim related to the common property then the excess is the responsibility of the Owners Corporation. **CARRIED**

SECRETARIAL NOTE: The current excess on claims is \$1,000, however this figure is subject to change upon renewal and at the discretion of the insurer.



Building Managers Report:

It was noted that no Building Managers Report was circulated with the notice of AGM.

Mr S Lanham gave a brief overview of the year's progress with an understanding that a Building Managers Report would be circulated with the minutes of the AGM.

Financial Report:

The financial statements show a balance of \$313,695.15 (plus GST) in the Administration Fund and \$1,359,978.91 (plus GST) in the Sinking Fund.

Levy arrears

The Managing Agent pointed out that there was a balance of \$65,255.00 in arrears, and advised that debt recovery proceedings have been commenced against all unfinancial units. As at the date of the meeting, outstanding levies had increased to \$ 117,815.18 due to the large number of outstanding contributions due on 1 June 2011.

MOTION 4: It was resolved, *that the financial reports be accepted as presented.*

CARRIED

Administrative Fund - Budget Debate:

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

MOTION 5: **Special Resolution:** It was resolved, *that the proposed Administration Fund budget of \$1,134,682.00 (Plus GST) be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 June 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being first days of September and December 2011 and March & June 2012.*

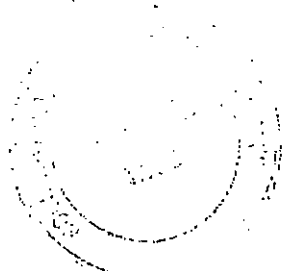
CARRIED

Sinking Fund - Contribution Debate:

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

MOTION 6: **Special Resolution:** It was resolved, *that the proposed Sinking Fund budget of \$228,500.00 (Plus GST) be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 June 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being first days of September and December 2011 and March & June 2012.*

CARRIED



Strata Management Agency Agreement:

At the 2010 AGM, the Executive Committee were requested to undertake a review of the market to ensure the Metropolitan was receiving value for money, prior to renewal of the Management Agency Agreement with Independent Body Corporate Services in January 2011.

The Chair reported that the review was undertaken and that Independent Body Corporate Services offered the best value for money based on the applied metrics.

The Committee reported to be very happy with the services being provided by Independent Body Corporate, and this combined with the outcome of the review, led to the decision to retain Independent Body Corporate Services as the Strata Managers for Metropolitan.

As a member of the Strata Managers Institute (ACT) Inc, and to comply with the requirement of the Agents Act 2003 (s. 100 regulation 15) Independent Body Corporate has introduced Strata Management Agency Agreements for all Owners Corporations. The Executive Committee of Units Plan 3063 agreed to sign the Agreement on behalf of the Owners Corporation. A copy of the signed Agreement was circulated with the notice of AGM for your information and records

Election of Committee:

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

The Unit Titles Act states that the Executive Committee may be formed of 3 to 7 members if agreed by ordinary resolution (Section 84(b) (i)), or of 8 or more Executive Committee members if agreed by Special Resolution (Section 84(b) (ii)).

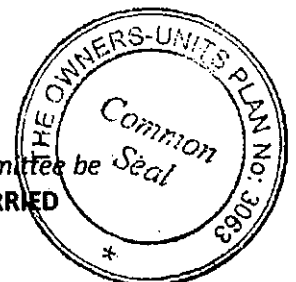
The following proprietors were elected to form the committee:

Mr Aaron Sanders	Unit 144
Mr Mark Blumer	Unit 217 & 342
Mr Peter Legge-Wilkinson	Unit 229
Mr Ian Myers	Unit 289
Mr John Ling	Unit 314
Mr Andrew Nelson	Unit 311
Ms Gail Tregear	Unit 222
Mr Loi Cam To	Unit 157 & 163
Ms S Walker	Unit 255

MOTION: Special Resolution. *It was resolved, that the Executive Committee be increased to 9 members.*

It was resolved, that the Executive Committee be

CARRIED



MOTION: It was resolved, *that all nominations be accepted.*

CARRIED

Articles of Association:

MOTION 7: Special Resolution: It was resolved, *that the amended House Rules (as attached) be registered, as Articles of Association, as Article 15.*

CARRIED

Legal Action:

Mr I Myers reported that a number of balconies were experiencing water entry either into the units themselves or into the balconies below, resulting in internal damages and/or formation of stalactites on the underside of balconies. An initial engineer's report was obtained on the formation of stalactites (internal water entry had not yet been identified as an area of concern) and submitted to Hindmarsh Builders for their attention however Hindmarsh denied responsibility due to their experts claims that the formation of stalactites was from wind driven rain, and not due to any failure in the building process.

Upon identification of a number of units with water ingress into the unit, and worsening of stalactite formation, an initial legal opinion was obtained which led to the engagement of Ross Taylor & Associates specialist engineer. Ross Taylor has since undertaken invasive testing to a number of units, in the presence of Hindmarsh Builders, and have identified a range of failures in the building process, which have led Hindmarsh to concede presence of such failures.

The Executive Committee are now in negotiations with Hindmarsh Builders concerning the progressive rectification of various faults under warranty. The next step in progression of this matter is for a detailed inspection of all units to be undertaken to identify the quantum of the problem. At the completion of these inspections and collation of results, further negotiations will be held with Hindmarsh Builders.

The final report and recommendations from Ross Taylor are yet to be received however this report can be made available to owners upon request to the office of the Managing Agent.

MOTION 8: It was resolved, *that the decision of the Executive Committee, in appointing Specialist Structural Engineers and Lawyers to investigate options for having Hindmarsh return and rectify defects, be ratified.*

CARRIED

Interior Re-Design:

MOTION 9: It was resolved, *that the Executive Committee be authorised to make determinations concerning the interior redesign of Metropolitan, in consultation with an interior designer, and that they be authorised to expend up to \$75,000 (plus GST) from the Sinking Fund for the purposes of undertaking the re-design works.*

CARRIED



General Business:

Strapping of Gum Trees

An owner requested an update as to when the strapping to the gum trees at the building perimeters would be removed. The Building Manager reported that these gum trees were only recently re-tied due to excessive wet weather and wind causing the shallow rooted trees to grow at an angle. It is anticipated that these ties will need to remain in place for approximately 2 years to allow the trees to establish and strengthen.

It was further reported that these trees were part of the native plant regeneration of the area and were a condition of ACTPLA approval. It was therefore believed that removal of these trees would not be approved by ACTPLA or the Tree Protection conditions in place in the Territory.

Bamboo Screening on Balconies

An owner requested information on what action could be taken to ensure removal of the bamboo screening which some units had installed around the perimeter of their balconies. The Managing Agent advised that whilst this was in breach of the Articles of Association, enforcing removal can be difficult, often requiring ACAT involvement.

Offending units will be identified and letters sent seeking removal of the screening.

Replacement of Lift Tiles

It was reported that the replacement lift tiles were due to be delivered to the site on Wednesday 29 June, and that replacement works would be undertaken during the month of July.

Notice Boards

It was noted that the notice boards, specifically in the Tower Buildings, were vandalised and detracting from the initial impression of Metropolitan.

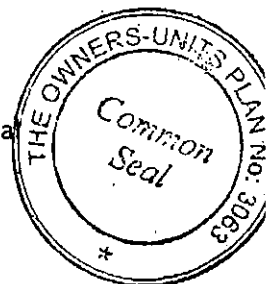
The Building Manager reported that they are currently developing a prototype replacement insert, fabricated from solid compressed rubber, which is believed to be more durable and vandal resistant.

It is anticipated that this prototype will be installed in London Tower within the week as a trial. If successful, this model will be installed to all existing notice boards.

Fire Evacuation Alarms

An owner reported difficulty in hearing the fire evacuation alarms in the upper floors of Edinburgh Tower. It is understood that adjustments were made by CHUBB during the annual certification recently undertaken; however this will be confirmed with CHUBB.

Meeting closed at 6.15pm



**UNITS PLAN 3063
"METROPOLITAN"**

**Edinburgh Ave, Gordon Street,
Marcus Clarke St and London Circuit
CANBERRA CITY ACT 2601**

HOUSE RULES

Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximize the convenience, comfort and privacy of the residents of Unit Plan 3063. At all times and in all matters, the Schedule of the Unit Titles Act applies. **They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.**

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"The Metropolitan"
Independent Body Corporate Services
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone inquiries: 02-6209-1515

Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

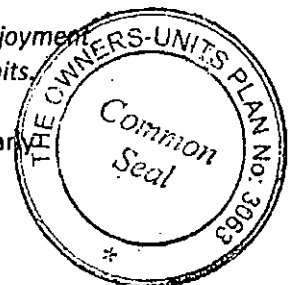
Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone 131-444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Metropolitan. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.



2. At all times and specifically between 10.00pm and 7.00am residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc) at a level which may disturb other residents.

Vehicles and Parking

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

3. Residents should only park their vehicles in their units' allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
5. Vehicles must observe a 5kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

8. The Garbage Hopper is for domestic waste only. All Rubbish must be placed in the hopper and the hopper lid closed after use.
9. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
10. Residents are encouraged to recycle wherever possible. Large Boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
11. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage chutes, recycling cupboards, or on the floor of the garbage area.
12. Household items such as furniture, bedding etc are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
13. Consideration should be given, and noise kept to a minimum, when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units.

Appearance

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

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.



15. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
16. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
17. Balconies are not to be used as a storage area.
18. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Animals

19. In accordance with Section 51A of the Unit Titles Act, animals are not permitted unless the Owners' Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
20. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
21. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
22. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
23. Any damage or soiling of any common property is the responsibility of the pet owner.
24. No pet is permitted in the common courtyards of the Metropolitan at any time.
25. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
26. The House Rules relating to pets are strictly enforced by the Executive Committee.
27. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Metropolitan is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
28. All pets must be kept on a lead when moving around the Metropolitan complex.
29. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

30. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
31. External weather draft stoppers may be installed on individual unit doors, at the individual owners cost. Such installations are at the individuals cost, and such installations must be adequately maintained by the individual.
32. Security screen doors may be fitted to cover the balcony door and any window that opens onto the balcony. Screens must be "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplimesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual.



(Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531.

33. Unit front doors are Fire Rated - Security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security & Safety

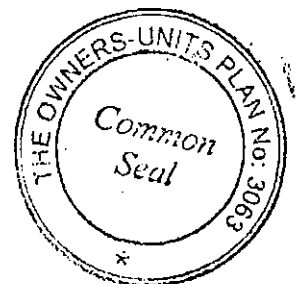
34. Security is provided through security access passes.
35. Additional security passes are available from the building managers office, at a cost of \$40 each. All Additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
36. Additional front door keys are available from Bina Locks, upon production of written authority from the building manager – one authority per unit is sufficient to obtain additional keys. All Additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
37. All faults with the security system and/or individual residents' access cards should be reported to the building managers.
38. In the interest of maintaining the security of Metropolitan, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
39. Unknown or unauthorised persons must not be admitted to the building.
40. The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, residents should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

41. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
42. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Amenities – Pool, Gym, Sauna

43. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
44. Guests must be accompanied by the unit resident at all times.
45. Children under 16 years of age must be supervised by a parent or guardian at all times.
46. No Glass items or alcohol are permitted in these areas.
47. Facilities must be left clean & tidy after use
48. Please ensure that the doors to the facilities are closed behind you.



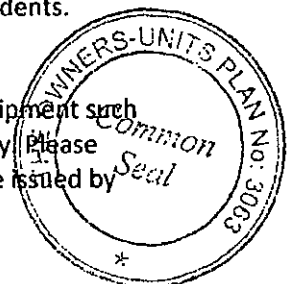
49. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or loss of your tenancy agreement.

Real Estate Signs

50. Real Estate Signs are only permitted to be installed within the window and balconies of the unit advertised for sale.
51. For ground floor units, signs can be temporarily affixed to the courtyard wall of the unit advertised for sale, with no permanent damage to be caused to the perimeter fencing.
52. Under no circumstances are Real Estate Signs to be erected in the perimeter garden or lawn area.
53. Rectification of any damage caused as a result of the erection of Real Estate Signs, will be the responsibility of the unit advertised for sale.
54. Real Estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "sold" or "leased" stickers affixed.

General

55. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
56. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
57. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
58. For safety and appearance, residents are not to store any items in common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
59. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
60. Smoking is not permitted in any of the common areas including the entrance foyers, lifts, corridors and amenity areas. Cigarette butts are required to be disposed of in the appropriate manner.
61. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
62. The use of BBQ's on balconies must not cause an inconvenience to other residents.
63. Birds or possums are not to be fed from the balconies.
64. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non compliance (ACTFB Policy May 2003).



65. Letterboxes must be emptied of all Junk Mail on a regular basis. It is the owners responsibility to ensure that unoccupied units have their mail boxes emptied.
66. No "NO JUNK MAIL" stickers are permitted to be installed on individual mail boxes.
67. Residents' should NOT ride bicycles, rollerblades, skateboards etc, within the building perimeters.
68. Graffiti of any description is not permitted on any area of the complex. Any Graffiti should be documented, and a report lodged to the building managers immediately.
69. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.
70. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within the Metropolitan.

Building Manager

Canberra Building Management Services (CBMS)
"Metropolitan"
Unit 1 "Mews East"
Canberra ACT 2601

Tel: 6230-7222
Mob: 0428-630-344

Email: metro@canberrabms.com.au

Body Corporate Manager

The Body Corporate Manager is Independent Body Corporate Services
'Unisys Building', Ground Floor GPO Box 1539
91 Northbourne Avenue Canberra City 2601
Turner ACT 2612

Tel: 02-6209-1515
Fax: 02-6247 9567
Email: bcenquiry@independent.com.au
Emergency After Hours: 0419-626-355



ATTACHMENT 1

GUIDELINES FOR APPROVAL OF PETS AT METROPOLITAN

In accordance with Section 51 A of the Unit Titles Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee are delegated the authority to make all determinations concerning applications for keeping of animals.

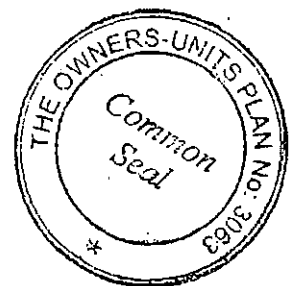
Real estate agents managing the sale or rental of apartments in the complex should be aware that a condition of residency in Metropolitan is that pets cannot be accepted unless formal permission has been granted. This requirement should therefore be conveyed to all prospective buyers and tenants. Tenants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

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

The Pet Rules are enforced by the executive committee and are designed to ensure the happy co-existence of all residents, whether human or not.

- Pets must be registered, comply with all requirements of ACT pet regulations and where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Dogs are to be kept on a leash while on Common Property.
- Cats must be kept inside the apartment at night and, at all times, must not be allowed to enter or soil any Common Property or any other resident's property.
- No animal is allowed at any time in the podium level courtyards of Edinburgh and London Towers, other than when moving through the courtyard on a leash either to leave the complex, or to return to the apartment for which it has been approved.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

If you would like to have a pet in your apartment, and are prepared to comply with the conditions above, please complete the attached application form and return it to Body Corporate Manager, who will then submit your request for approval to the Executive Committee.





ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community



SR\$1929141

24/07/2014 11:51:21 PIDCS

1929141

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO Box 1539 CANBERRA CITY 2601	62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1801167	CITY	6	2	3063

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

Adopt default Rules 2011, amend rules 4 & 11, add new rule 12 & 13

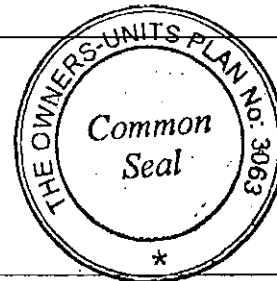
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

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

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	28 JUL 2014

Unit Titles (Management) Act 2011 NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 3063

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Monday 30th June 2014*

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

Convened After Adjournment - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

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

Date of decision: *Monday 30th June 2014*

Full text of reduced quorum decision (See attached Minutes)

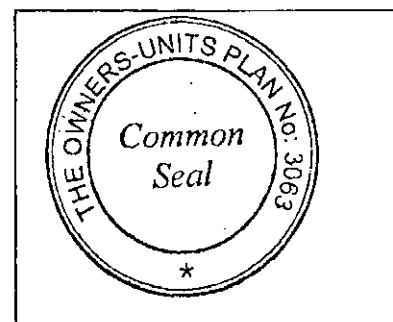
A4 - Owners Corporation Declaration

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

Dated: *Tuesday, 1st July 2014*

Signature: _____

Designation: **Strata Manager**



Seal

**MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 3063 – “METROPOLITAN”
EDINBURGH AVENUE, GORGON STREET, MARCUS CLARKE STREET
AND LONDON CIRCUIT CANBERRA CITY**

- Held:** On Monday 30 June 2014 at 5.30 pm
- At:** The Chatham Room, Waldorf Apartment Hotel
2 Akuna Street Canberra City
- Present:** Mr A Sanders (Unit 144), Mr M Blumer representing Tedwally Pty Ltd (Units 217 & 342),
Mr J Ling (Unit 314), Mr A Nelson (Unit 311), Ms G Tregear (Unit 222), Mr A Busby (Unit 325),
Mr P Southern (Unit 341), Ms S Paice (Unit 250), Mr G Smith (Unit 81), Mr S Nichol (Unit 252),
Mr A Novosel (Unit 42), Mr T Griffiths (Unit 52), Mr M Flanagan (Unit 235),
Mr H Gill (Unit 198), Mr V Hill (Unit 337), Ms S Walker (Unit 255), Mr D Hanstein (Unit 139),
Ms C Ryan & Mr G Bayles (Unit 59), Mr L To (Unit 152 & 157), Mr T Oh (Unit 54),
Mr J Tharion (Unit 338)
N Cannell representing Independent Strata Management Pty Ltd
Mr S Lanham & Mr F Kelly representing Canberra Building Management Services
- Proxies:** Mr B & Mrs K Atkinson (Unit 99) Mr M & Mrs E Gartner (Unit 192),
Mr P Legge-Wilkinson (Unit 229), Mr A & Mrs E Pond (Unit 237),
Mr R Moses & Ms E Wilson (Unit 241),
Mr R Brennan representing Brennan Investments (Unit 246), Arkad Pty Ltd (Unit 321),
- Apologies:** Mr B Katz & Ms N Joffe (Unit 50), Mr I Myers (Unit 289),
Mr R Moses & Ms E Wilson (Unit 241)
- Chair:** Mr A Sanders was elected chairperson for the meeting.
- Quorum:** A quorum was not present. However the meeting proceeded with a Reduced Quorum
(Schedule 3.9 of the Unit Titles (Management) Act 2011).

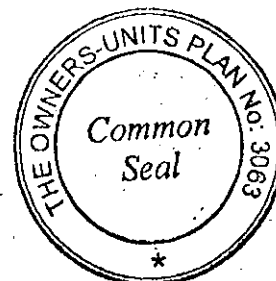
Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

- MOTION 1:** *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes

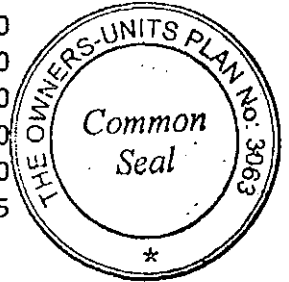
Nil



INSURANCE

The Owners Corporation holds insurance cover with CHUBB Insurance Company of Australia as follows:

Policy No 93210144	Due date – 31/01/2015
Building replacement	\$182,109,060.00
Public liability	\$30,000,000.00
Catastrophe Insurance	\$27,316,359.00
Contents	\$1,821,091.00
Machinery Breakdown	\$100,000.00
Office Bearers Liability	\$5,000,000.00
Excess	\$1,000.00
Premium	\$105,913.55



The Owners Corporation holds insurance cover with Allianz Australian Insurance Group as follows:

Policy No 1220121307STR	Due date – 31/01/2015
Workers Compensation	In accordance with the Act
Premium	\$487.85

MOTION 2: *It was resolved that the Owners Corporation of UP 3063 agree to retain internal paint work as an insurable item in the current policy.* **CARRIED**

MOTION 3: *It was resolved that the Owners Corporation of UP 3063 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

FINANCIAL REPORT

The Managing Agent advised that the financial reports that were distributed with the notice of meeting contained a reporting anomaly, which resulted in the presentation of incorrect balances. This anomaly has been corrected and the amended financial reports are attached to these minutes.

The financial statements show a balance of \$394,849.26 in the Administrative Fund, a balance of \$1,822,030.74 in the Sinking Fund, and a balance of \$312,481.38 in the Special Purpose Fund. The balance of the Cheque Account is \$1,052,497.29

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

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

The entire value of the Sinking Fund is invested in a cash at call investment account with a current interest rate of 1.5%.

APPOINTMENT OF AUDITOR

MOTION 5: *It was resolved that the Owners Corporation of UP 3063 authorise the Strata Manager, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Corporation to the Auditors Standards for presentation at the next Annual General Meeting.* **CARRIED**

INVESTMENT OF FUNDS - Special Resolution

MOTION 6: *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for UP 3063.* **CARRIED**

BUILDING DEFECTS AND THEIR PROGRESSION WITH HINDMARSH – SUB-COMMITTEE REPORT

Please refer to the report prepared by the Building Defects Sub-Committee, as attached to the notice of meeting.

The Building Defects Sub-Committee advised that the scope of works for defect rectification is nearing completion and that the accompanying deed was progressing. Once these documents are finalised, a general meeting will be called to consider execution of the deed and accompanying documents. This executed deed is expected to provide a timetable for rectification works which will allow for more transparent communication of information.

It was acknowledged that there are concerns with the inadequacy of the current method of communication. This matter is to be further investigated by the Sub-Committee, to achieve an outcome which is in the best interest of the Owners Corporation.

RESPONSIBILITY FOR REMEDIATION OF INTERNAL DAMAGES

Please refer to the Sub-Committee report circulated with the notice of meeting for the Executive Committee position on Internal Repairs.

MOTION 7: *It was resolved that the Owners Corporation will not meet the cost of internal repairs as a result of water damage from original building defects.* **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 8: *It was resolved that the proposed Administrative Fund budget of \$1,295,617.00 (Plus GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 9: *It was resolved that the proposed Sinking Fund budget of \$490,770.00 (Plus GST) be adopted.* **CARRIED**

Extensive discussion took place concerning the proposal to raise additional funds to the Special Purpose Fund. It was explained that these additional contributions were necessary in order to fund the subject matter experts and any repairs that fall outside of the agreed scope.

At the conclusion of the rectification works, it is anticipated that a motion will be placed for consideration of the Owners Corporation at a General Meeting, for the transfer of any surplus funds from the Special Purpose Fund to the Sinking Fund. These transferred funds may, by resolution, be used to offset future Sinking Fund contributions.

Special Purpose Fund

MOTION 10: *It was resolved that the proposed Special Purpose Fund budget of \$512,500 (Plus GST) be adopted.* **CARRIED**

Administrative, Sinking and Special Purpose Fund Levy Contribution

MOTION 11: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 June 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 September & 1 December 2014 and 1 March & 1 June 2015.* **CARRIED**



ELECTION OF COMMITTEE

The resignation of Mr Ian Myers was acknowledged. A vote of thanks was passed for Ian who made extensive contributions as part of the Building Defect Sub-Committee.

The following proprietors were elected to form the committee:

Mr Aaron Sanders	Unit 144
Mr Mark Blumer	Unit 217 & 342
Mr John Ling	Unit 314
Mr Andrew Nelson	Unit 311
Ms Gail Tregear	Unit 222
Mr Loi Cam To	Unit 157 & 163
Ms Siobhan Walker	Unit 255
Mr Allan Busby	Unit 325
Mr Michael Flanagan	Unit 235



MOTION 12: *It was resolved that the Owners Corporation of UP 3063 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **LAPSED**

MOTION 12 (i): Special Resolution:

It was resolved that the Owners Corporation of UP 3063 agree to increase the number of members to 9. **CARRIED**

MOTION 12 (ii): Special Resolution:

It was resolved that all nominations be accepted. **CARRIED**

RULE AMENDMENTS AND ADDITIONS

MOTION 13: *It was resolved that the Owners Corporation of UP 3063 adopt the Default Rules of the Unit Titles (Management) Act 2011.* **CARRIED**

MOTION 14: *It was resolved that Rule 4 of the Default Rules be amended to read as follows:*

4 Erections and alterations

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

CARRIED

MOTION 15: *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as follows:*

11 Seal of Owners Corporation

- (2) Managing agent may affix seal—
 - (a) The common seal may be affixed to reduced quorum meeting notices and certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

CARRIED

Establishment of a Common Seal Register is to be considered by the Executive Committee.

RULE AMENDMENTS AND ADDITIONS [Continued]

MOTION 16: *It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering be expended from the Administrative Fund:*

12 Recovery of Legal Fees

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

CARRIED

HOUSE RULES

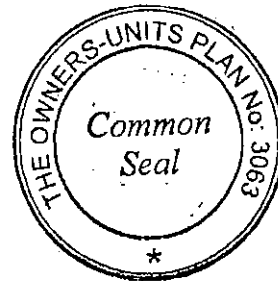
MOTION 17: *It was resolved that the House Rules (copy attached) be registered as Rule 13.*

CARRIED

GENERAL BUSINESS

As there was no General Business notified prior to the meeting, no general business was discussed.

The meeting closed at 6.45 pm





1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ **Executive Committee**; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

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

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

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

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

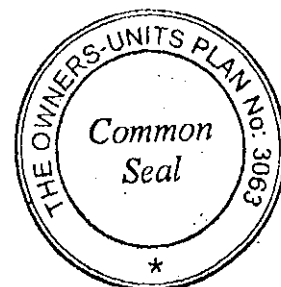
- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b)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

11 Seal of Owners Corporation

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

12 Recovery of Legal Fees

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



**UNITS PLAN 3063
"METROPOLITAN"**

**Edinburgh Ave, Gordon Street,
Marcus Clarke St and London Circuit
CANBERRA CITY ACT 2601**

HOUSE RULES

Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximize the convenience, comfort and privacy of the residents of Unit Plan 3063. At all times and in all matters, the Schedule of the Unit Tiles Act applies. **They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.**

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"The Metropolitan"
Independent Strata Management
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone inquiries: 02-6209-1515

Please note that the Strata Manager can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone 131-444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Metropolitan. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.



2. At all times and specifically between 10.00pm and 7.00am residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc) at a level which may disturb other residents.

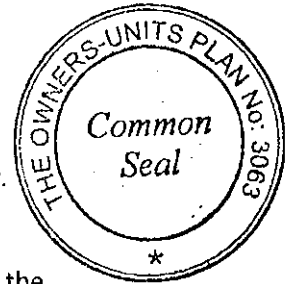
Vehicles and Parking

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

3. Residents should only park their vehicles in their units' allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
5. Vehicles must observe a 5kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.



8. The Garbage Hopper is for domestic waste only. All Rubbish must be placed in the hopper and the hopper lid closed after use.
9. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
10. Residents are encouraged to recycle wherever possible. Large Boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins provided on each level. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
11. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage chutes, recycling cupboards, or on the floor of the garbage area.
12. Household items such as furniture, bedding etc are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
13. Consideration should be given, and noise kept to a minimum, when disposing of rubbish. Noise from the garbage chute areas transmits easily to surrounding units.

Appearance

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

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.

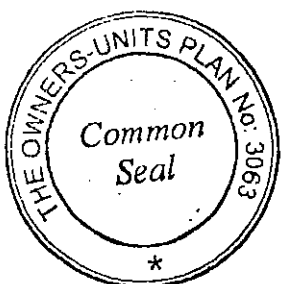
15. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
16. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies.
17. Balconies are not to be used as a storage area.
18. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Animals

19. In accordance with Section 51A of the Unit Titles Act, animals are not permitted unless the Owners' Corporation gives written approval. Guidelines for obtaining approval are at Attachment 1 to these rules.
20. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
21. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
22. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
23. Any damage or soiling of any common property is the responsibility of the pet owner.
24. No pet is permitted in the common courtyards of the Metropolitan at any time.
25. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
26. The House Rules relating to pets are strictly enforced by the Executive Committee.
27. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Metropolitan is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
28. All pets must be kept on a lead when moving around the Metropolitan complex.
29. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

30. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
31. External weather draft stoppers may be installed on individual unit doors, at the individual owners cost. Such installations are at the individuals cost, and such installations must be adequately maintained by the individual.
32. Security screen doors may be fitted to cover the balcony door and any window that opens onto the balcony. Screens must be "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplimesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual.



(Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531.

33. Unit front doors are Fire Rated - Security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

Security & Safety

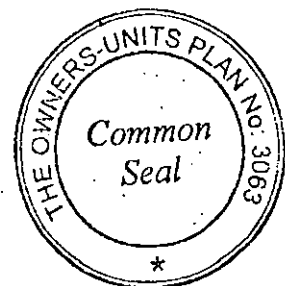
34. Security is provided through security access passes.
35. Additional security passes are available from the building managers office, at a cost of \$40 each. All Additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
36. Additional front door keys are available from CLASS Locksmiths, 51 Kembla Street Fyshwick, upon production of written authority from the building manager – one authority per unit is sufficient to obtain additional keys. All Additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
37. All faults with the security system and/or individual residents' access cards should be reported to the building managers.
38. In the interest of maintaining the security of Metropolitan, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
39. Unknown or unauthorised persons must not be admitted to the building.
40. The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, residents should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

41. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
42. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Amenities – Pool, Gym, Sauna

43. **Residents and their accompanied guests use the facilities at their own risk.** The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of these facilities.
44. Guests must be accompanied by the unit resident at all times.
45. Children under 16 years of age must be supervised by a parent or guardian at all times.
46. No Glass items or alcohol are permitted in these areas.
47. Facilities must be left clean & tidy after use
48. Please ensure that the doors to the facilities are closed behind you.



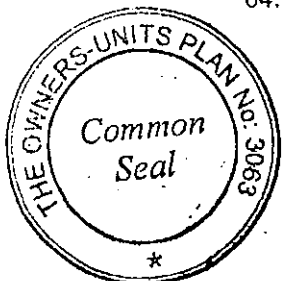
49. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or loss of your tenancy agreement.

Real Estate Signs

50. Real Estate Signs are only permitted to be installed within the window and balconies of the unit advertised for sale.
51. For ground floor units, signs can be temporarily affixed to the courtyard wall of the unit advertised for sale, with no permanent damage to be caused to the perimeter fencing.
52. Under no circumstances are Real Estate Signs to be erected in the perimeter garden or lawn area.
53. Rectification of any damage caused as a result of the erection of Real Estate Signs, will be the responsibility of the unit advertised for sale.
54. Real Estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "sold" or "leased" stickers affixed.

General

55. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
56. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
57. Residents are responsible for any damage to the common property by their guests and visitors and for any annoyance caused by them to other residents.
58. For safety and appearance, residents are not to store any items in common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
59. **No shopping trolleys** are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
60. Smoking is not permitted in any of the common areas including the entrance foyers, lifts, corridors and amenity areas. Cigarette butts are required to be disposed of in the appropriate manner.
61. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
62. The use of BBQ's on balconies must not cause an inconvenience to other residents.
63. Birds or possums are not to be fed from the balconies.
64. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non compliance (ACTFB Policy May 2003).



65. Letterboxes must be emptied of all Junk Mail on a regular basis. It is the owners responsibility to ensure that unoccupied units have their mail boxes emptied.
66. No "NO JUNK MAIL" stickers are permitted to be installed on individual mail boxes.
67. Residents' should NOT ride bicycles, rollerblades, skateboards etc, within the building perimeters.
68. Graffiti of any description is not permitted on any area of the complex. Any Graffiti should be documented, and a report lodged to the building managers immediately.
69. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.
70. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within the Metropolitan.

Building Manager

Canberra Building Management Services (CBMS)
"Metropolitan"
Unit 1 "Mews East"
Canberra ACT 2601

Tel: 6230-7222
Mob: 0428-630-344

Email: metro@canberrabms.com.au



Strata Manager

The Strata Manager is Independent Strata Management
'Unisys Building', Ground Floor GPO Box 1539
91 Northbourne Avenue Canberra City 2601
Turner ACT 2612

Tel: 02-6209-1515
Fax: 02-6247 9567
Email: bcenquiry@independent.com.au
Emergency After Hours: 0419-626-355

ATTACHMENT 1

GUIDELINES FOR APPROVAL OF PETS AT METROPOLITAN

In accordance with Section 51 A of the Unit Titles Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee are delegated the authority to make all determinations concerning applications for keeping of animals.

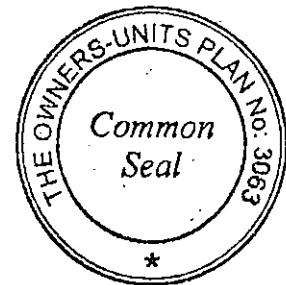
Real estate agents managing the sale or rental of apartments in the complex should be aware that a condition of residency in Metropolitan is that pets cannot be accepted unless formal permission has been granted. This requirement should therefore be conveyed to all prospective buyers and tenants. Tenants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

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

The Pet Rules are enforced by the executive committee and are designed to ensure the happy co-existence of all residents, whether human or not.

- Pets must be registered, comply with all requirements of ACT pet regulations and where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Dogs are to be kept on a leash while on Common Property.
- Cats must be kept inside the apartment at night and, at all times, must not be allowed to enter or soil any Common Property or any other resident's property.
- No animal is allowed at any time in the podium level courtyards of Edinburgh and London Towers, other than when moving through the courtyard on a leash either to leave the complex, or to return to the apartment for which it has been approved.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

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





ACT
Government

**Access
Canberra.**

Chief Minister



SR\$2116395

13/10/2017 14:19:11 MOULE

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BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Deborah McCarthy Signature Strata	PO Box 190, CURTIN ACT 2605	6185 0347

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1801:67	CITY	6	2	3063

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

Updated House Rules to be adopted

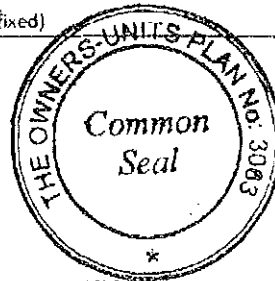
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature <i>Deborah McCarthy</i>	Signature <i>Nina Cannell</i>
Full Name (Block Letters) DEBORAH MCCARTHY	Full Name (Block Letters) NINA CANNELL
Address C/- SIGNATURE STRATA PO BOX 190 CURTIN ACT 2605	Address C/- SIGNATURE STRATA PO BOX 190 CURTIN ACT 2605
Office Held ADMINISTRATION COORDINATOR	Office Held GENERAL MANAGER

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by <i>[Signature]</i>	Title	1801:67 ①
Registered by <i>[Signature]</i>	Registration Date	14 NOV 2017



**UNITS PLAN 3063
"METROPOLITAN"**

**Edinburgh Ave, Gordon Street, Marcus Clarke St and London Circuit
CANBERRA CITY ACT 2601**

OWNERS CORPORATION RULES

Introduction

The following Owners Corporation Rules have been established for the benefit of all unit owners and occupiers in order to maximize the convenience, comfort and privacy of the residents of Units Plan No. 3063.

Complaints

An owner or occupier wishing to report a contravention of these Rules that cannot be resolved personally, should report the matter in writing to the Owners Corporation's appointed Strata Manager.

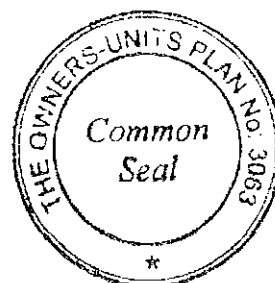
Please note that the Strata Manager can only take action if the complaint is in writing. Complaints should identify the person(s) who allegedly contravened the Rule(s), the unit number associated with the person(s) and the time, date and nature of the alleged contravention and any supporting evidence.

Note: Verbal and/or anonymous complaints of alleged contraventions will not be acted upon unless put in writing

Incidents that contravene particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone 131-444.

Liability of Unit Owners for Occupier's Breach

If the owner of a unit does not occupy the unit, the owner is liable separately and together with an occupier of the unit for any breach of the Rules of the Owners Corporation by the occupier, unless the owner proves that the owner took reasonable precautions and exercised appropriate care to prevent the breach



Noise and Nuisance Control

Note: We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Metropolitan. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.

1. Owners and Occupiers 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. Owners and Occupiers must not do anything which may:
 - (i) cause a hazard to the health, safety and security of an Owner, or Occupier;
 - (ii) prejudice the safety or security of any part of the Property;
 - (iii) interfere with the fire or life safety equipment at the Property;
 - (iv) obstruct any fire safety egress at the Property;
 - (v) cause non-compliance with any fire and life safety requirement for the Property.
3. Owners and Occupiers must not use the Common Property, or permit it to be used, in a way that does, or is likely to, interfere with the reasonable use and enjoyment of the common property by another Owner or Occupier

Vehicles and Parking

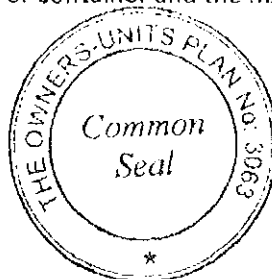
Note: We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

4. Occupiers must only park their vehicles, including motor cycles, in their unit's allocated car space in the underground garage.
5. Occupiers must not block or use other occupier's allocated car parking space without express consent to do so.
6. Occupiers must not park a vehicle on the concrete access driveway, on landscaped areas, or in any position where it may cause an obstruction to others to access common or private property.
7. Owners and Occupiers must ensure their vehicles must observe a 5kph speed limit within the complex.
8. Owners and Occupiers must clean at their own expense any oil spills caused by their vehicles or their guests' vehicles on any private car park and/or any part of the common property.
9. Children must not ride bicycles or play games on the common property driveway areas or in any part of the underground parking areas.

Garbage and Recycling

Note: We aim to maintain hygienic and clean disposal of rubbish, and to encourage occupiers to recycle. Recycling facilities are available at the Property and residents are encouraged to use them.

10. The Garbage Hopper must be used for domestic waste only and all domestic waste must be placed in the Garbage Hopper in a securely fastened bag or container and the hopper lid closed after use.



11. Owners and Occupiers must not place garbage and/or recycling on the floor in front of the garbage chutes, recycling cupboards, or on the floor of the garbage area or anywhere other than designated bins
12. Owners and Occupiers must not place or leave household items including but not limited to furniture and bedding in either the garbage or recycling hoppers and such items may only be disposed of by residents at appropriate Government collection areas.
13. When disposing of rubbish, Owners and Occupiers must not cause noise likely to unreasonably disturb other Occupiers.
Note: Noise from the garbage chute areas transmits easily to surrounding units.
14. Owners using agents must ensure that the agents advise their cleaners and tenants of these rules, in particular, not leaving rubbish in front of chutes.

External Appearance

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

15. Owners and occupiers must maintain their units in a state of good repair and so that other units are not adversely affected in terms of hygiene, appearance or value and must carry out any work in relation to the unit that is required by any Territory law.
16. Owners and occupiers must not carry out any alteration to their unit that is visible from the exterior of the building or from any other lot that adversely affects the overall appearance of the building.
17. Owners and Occupiers must not drape rugs, mats, sheets, blankets, clothing etc. over balcony railings or install permanent washing structures on unit balconies
18. Owners and Occupiers must not place collapsible washing lines on unit balconies.
19. Owners and occupiers must not erect or affix any permanent washing structures on unit balconies.
20. Owners and Occupiers must not use a unit balcony as a storage area.

Note: To encourage a sense of community and general tidiness it is recommended that all occupiers assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Animals Kept in Units

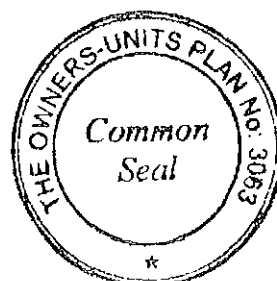
21. In accordance with Section 32 of the *Unit Titles (Management) Act 2011*, an Owner or Occupier may only keep an animal within a unit with the consent of the Owners Corporation which must not be unreasonably withheld.
22. The Executive Committee are delegated the authority to make decisions regarding Owner and Occupier applications to keep an animal in a Unit.
23. The Executive Committee will keep under review any consent that has been given, and the consent to keep an animal pet may be withdrawn at any time upon reasonable notice to the Owner or Occupier if the animal causes an unreasonable nuisance to another Occupier.
24. No animals are permitted on the common property at any time unless being escorted either to or from a unit.



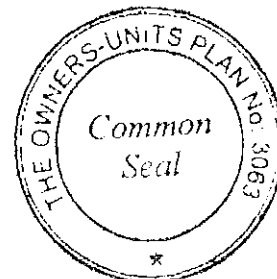
25. Any damage or soiling of the common property caused by an Owner or Occupier's animal is the responsibility of the Owner or Occupier to rectify and/or clean at their own expense.
 26. No animal is permitted in the common courtyards of the Metropolitan at any time and all cats must be kept inside overnight.
 27. Permission to have an animal is not transferable to a new Owner or Occupier of apartment unit or to current residents replacing an approved animal.
- Note: The Rules relating to animals are strictly enforced by the Executive Committee.*
28. Owners and Occupiers must ensure that any real estate agent or property manager associated with the sale or lease of a unit are advised and are obliged to advise prospective purchasers or prospective Occupiers that it is a condition of ownership and occupation at Metropolitan that animals may only be kept with the prior consent of the Owners Corporation.
 29. All pets must be kept on a lead when moving around the Metropolitan complex.

Alterations or Additions Altering a Structure in or on the Unit or the Common Property

30. Owners and Occupiers must not alter any structure in or on the unit or the common property unless it has first obtained the express permission of the Executive Committee and in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the alteration or addition).
31. Any application for express permission to undertake an alteration or addition must be in writing to the Executive Committee and must be accompanied by the following information:
 - (i) All proposed permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;
 - (ii) All proposed plans and specifications for the proposed works prepared by suitably qualified persons;
 - (iii) Details of what parts of the Building will be affected by the proposed works;
 - (iv) Details of how the proposed works will affect the appearance of the Building;
 - (v) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the Building:
 - A. the structural integrity;
 - B. any services;
 - C. the fire and life safety aspects;
 - D. the acoustic properties.
 - (vi) If the proposed works may affect any of the aspects of the Building, appropriate plans and specifications from suitably qualified persons to address any such effect;
 - (vii) The proposed dates and times for the performance of works taking into account the Rules relating to noise;



- (viii) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner or Resident; and
 - (ix) Any other document reasonably requested by the Owners Corporation relating to the proposed works.
32. Any request for express permission under Rule 30 must include the following conditions of approval:
- (i) the Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;
 - (ii) the Owner must indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the works;
 - (iii) the Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any concerns as to effects on the Building; and
 - (iv) the Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.
33. On receipt of a written request for permission under Rule 30 the Executive Committee will determine whether the request will be approved by the Executive Committee or referred for decision by the Owners Corporation by ordinary resolution.
34. Despite anything in these Rules, an Owner may install external weather draft stoppers on the inside of their unit's doors, without the Owners Corporation's prior written permission at the Owner's expense. Such installations must be kept in a state of good repair by the Owner at its expense.
35. An Owner may with the prior written approval of the Executive Committee, install security screen doors to cover the balcony door and any window that opens onto the balcony, at the Owner's expense. Screen doors must be in a style approved by the Executive Committee to ensure that the screens are in a colour and style which is in keeping with the general outward appearance of the Metropolitan and must be approved/signed off as compliant a qualified fire service contractor approved by the Executive Committee, at the Owner's expense.
- Note: "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplimesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual.*
(Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531.
36. Owners must not carry out any work to the fire-rated doors of the unit without the prior written permission of the Executive Committee (including but not limited to the installation of security screen doors, deadbolts, and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work.



Security & Safety

37. Any requests for Additional security cards must be in writing by the Owner of the unit or their authorised agent to the strata managers office. The Owners Corporation may charge a reasonable fee for providing an additional security pass.
38. Additional front door keys must be requested in writing by the Owner of the unit or their authorised representative to the strata manager. Owners must not obtain additional front door keys without the prior written consent of the strata manager.
39. Owners and Occupiers must take all reasonable steps to protect the security of the building, including reporting faults in the security system and closing security doors to the strata manager and not allowing unauthorised persons into the Metropolitan.
40. Owners and Occupiers acknowledge that the common property is monitored by CCTV equipment in accordance with the CCTV policy set out in Appendix 1 to these Rules. Owners and Occupiers acknowledge they have been notified of the CCTV policy.
41. Owners and Residents must not damage or tamper with CCTV equipment in any way.
42. Owners and Occupiers must ensure that security doors are closed firmly after entering or leaving the building.

Note: The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, Occupiers should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

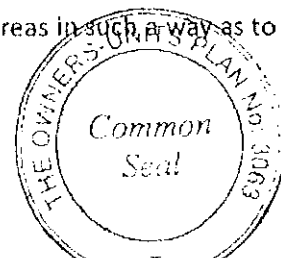
43. Owners and Occupiers must comply with evacuation procedures when necessary.

Note: Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.

Note: In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Common Property Facilities – Pool, Gym, Sauna

44. Owners and Occupiers acknowledge that they and their guests use the common property facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of the common property facilities.
45. Invited guests using the common facilities must be accompanied by the Occupier of the unit whom they are visiting at all times.
46. Owners and Occupiers must ensure children under 16 years of age are supervised by a parent or guardian at all times when using the common facilities.
47. Owners and Occupiers must not bring glass items or alcohol into the pool, gym and sauna areas.
48. Owners and Occupiers must ensure that the common facilities are left clean & tidy after use.
49. Owners and Occupiers must ensure that security doors to the common facilities are closed behind them.
50. Owners and residents must not use the pool, gym and sauna areas in such a way as to cause a nuisance to other users of the common facilities.

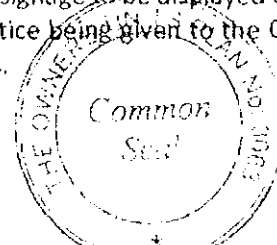


Real Estate Signs

51. Owners and Occupiers must not display Real Estate Signs at the Property except within the window and/or balconies of the unit that is being advertised for sale, (or in the case of ground floor units on the courtyard wall of the unit).
52. For ground floor units, signs can be temporarily affixed to the courtyard wall of the unit advertised for sale, with no permanent damage to be caused to the perimeter fencing.
53. Owners and Occupiers must not place any Real Estate Signs on or in the perimeter garden or lawn area.
54. Rectification of any damage caused as a result of the erection of Real Estate Signs, will be the responsibility of the unit advertised for sale.
55. Real Estate signs must be removed within 48 hours of the sale or lease of the unit.

Commercial Signage

56. Owners and Occupiers must not display any commercial or business related signage on any part of the common property without the prior written approval of the Owners Corporation by unopposed resolution of the Executive Committee.
57. To make an application to display commercial or business related signage on the common property, an Owner or Occupier must make a written application to the Executive Committee supported by sufficient information to allow the Executive Committee to assess what the proposed signage will look like, its proposed location, any necessary permits required for the signage and the plans and specifications for its installation.
58. The Executive Committee, on receipt of an application under Rule 56, will put on the agenda for the next Executive Committee meeting a motion to vote on whether the request will be approved by unopposed resolution together with all of the documents submitted by the requesting Owner in support of the request.
59. Any approval granted under Rule 57 by unopposed resolution of the Executive Committee may be granted to conditions, and all approvals will be granted subject to the following conditions:
 - (i) the Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the commercial signage works and all approved plans and specifications;
 - (ii) the Owner must indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the commercial signage works;
 - (iii) the Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any concerns as to effects on the Building;
 - (iv) the Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the commercial signage works; and
 - (v) the Owner releases and indemnifies the Owners Corporation for any loss or damage the Owner does or may suffer as a result of the Owners Corporation exercising its termination right under Rule 59.
60. The Owners Corporation may terminate approval for commercial signage to be displayed on the common property, by special resolution, followed by written notice being given to the Owner and Occupier of the unit to which the commercial signage relates.



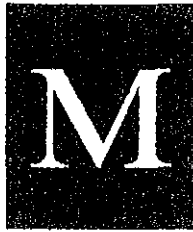
General

61. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.

Note: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water. The Owners Corporation recommends unit Occupiers maintain their own contents insurance.

62. Owners and Occupiers must not store any items on any part of the common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
63. Owners and Occupiers must not leave any shopping trolleys on the common property areas, or on the surrounding garden/grassed areas at the complex.
64. Owners and Occupiers and their guests must not smoke on the common property or on any part of a unit such that the smoke causes nuisance to any other unit occupier or any other person using the common property
65. Owners and Occupiers must not cause a hazard or nuisance to other Occupiers by the use of BBQs on balconies.
66. Owners and Occupiers must not ride bicycles, rollerblades, skateboards etc, on the common property within the building perimeters.
67. Graffiti of any description is not permitted on any area of the complex.
68. Owners and Occupiers must not display Christmas lights any part of the common property or a unit except on the following conditions:
- Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00am.
69. Owners and Occupiers must not display any signage on the unit or the common property without the prior written approval of the Executive Committee. Any request must be in writing and must contain specification of the proposed sign including location, size and style of the sign and how long permission is sought to display the sign.
70. Owners must pay all rates, taxes, and any other amount payable for their unit.
71. Owners and Occupiers acknowledge they have been notified of the Owners Corporation's Privacy Policy at Appendix 2 to these Rules.





APPENDIX 1

CCTV POLICY

Introduction

The CCTV system will be managed and administered by the Executive Committee, or its appointed delegates, in accordance with all relevant regulations and laws.

1. Purpose

- 1.1 The CCTV system is intended to provide an increased level of security for the benefit of those residing in the Metropolitan Apartments.
- 1.2 The system has been installed to enhance general security by deterring criminal activity and assisting in the apprehension of persons who commit crime at the property.

2. System details

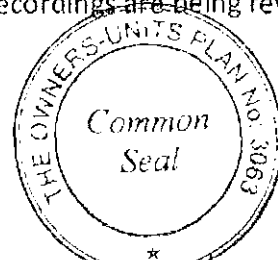
- 2.1 The CCTV system consists of internal and external varifocal bullet and dome cameras.
- 2.2 A digital recorder is located in a secure area within the main MDF Room.
- 2.3 Footage will also be streamed to the access control PC.
- 2.4 The cameras operate continuously and footage is retained for approximately 30 days.
- 2.5 All recordings show the time, date and camera number.

3. Data protection - privacy

- 3.1 The recorder and the access control PC are secured in a secured area and the recorded data is password protected.
- 3.2 The monitor will remain turned off unless data is being retrieved after an incident.
- 3.3 All data recorded by this CCTV system will be managed in accordance with the provisions of the Commonwealth Privacy Act 1988.

4. Management of the System

- 4.1 The Executive Committee is responsible for managing compliance with this Code of Practice, including compliance of contractors employed to work on the system.
- 4.2 The Executive Committee person coordinating security will be responsible for overseeing access and playback from the system.
- 4.3 Only Executive Committee members or other people nominated by the Executive Committee are to review recorded material.
- 4.4 At least two authorised people are to be present when recordings are being reviewed.



- 4.5 Every occasion that the CCTV system is accessed must be recorded in the log book which is kept with the system with details of those accessing the system including name, date, time and signature.
- 4.6 Cameras and recording equipment will be checked on an agreed yearly schedule and arranged by the managing agent. This check will include confirmation that the time and date is set correctly and all camera lenses are clean.
- 4.7 The Executive Committee is responsible for evaluating the CCTV system annually and will consider the impact on stated purpose and the operation of this Code of Practice.

5. Public Information

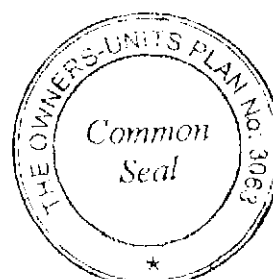
- 5.1 Cameras are placed in public view and not hidden and will exclude surveillance of private unit entitlement property.
- 5.2 Signs that CCTV cameras are operating are placed in key positions and will allow people entering the property to be made aware that a CCTV system operates within the complex.
- 5.3 The code of practice will be provided to all owners.

6. Complaints

- 6.1 Any complaints regarding the CCTV system and its operation should be made in writing to the Executive Committee, c/o the Managing Agent.

7. Recorded Material

- 7.1 Access to recorded material will only be granted for reasons that fall within the purpose of the system and in accordance of the code of practice.
- 7.2 The showing of recorded material to unauthorised personnel will be in accordance with the law and compliance with the needs of the police in connection with the investigation of a crime.
- 7.3 Access to recordings may be obtained in connection with civil disputes by Court Order or be extended to lawyers acting for defendants or victims in criminal proceedings in consultation with police. All requests for access to data for this purpose must be approved by the Executive Committee.
- 7.4 Copies of recorded data will only be made at the request of the Executive Committee or the police officer in charge of an investigation. A written record of the request including details of the requesting officer, time, date and reasons for the request will be recorded in the log book.





APPENDIX 2

PRIVACY POLICY

PURPOSE.

The Owners Corporation for Units Plan 3063 ("the OC") manages and administers the common property according to the provisions of the *Unit Titles (Management) Act 2011* (hereinafter referred to as "the Act").

Under the Act, the OC is required to maintain a Corporate Register ("Register"). The Register contains personal information as defined under the Commonwealth of Australia *Privacy Act 1988*. The national privacy principles under that Act apply to the OC in relation to the collection, use, disclosure and storage of personal information.

The Register is maintained by the OC and/or its appointed agent who ensure:

- personal information is accurate and complete;
- requests from owners for access to their personal information are dealt with without delay; and
- personal information is destroyed when no longer required by law.

The Act requires unit owners to give the OC written notice (within 14 days) of any change to information that must be recorded in the Register.

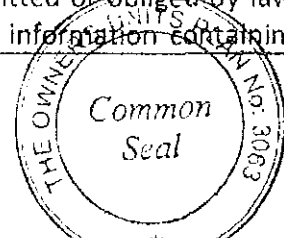
This policy describes the personal information held by the OC, for what purposes it is held and how it is collected, used and disclosed in accordance with the Privacy Act 1988 and the National Privacy Principles.

In this policy, the use of terms like 'we', 'us' or 'our' refers to the OC in its role managing and administering the common property and where the content permits, its servants and agents.

1.	Collection of Personal Information	<p>In carrying out the role of OC, we collect personal information directly or indirectly that identifies you and that may include information or comments about you from third parties.</p> <p>This information might include for example, your name, residential address, email address, mobile phone number, property holdings and tenancies, security access rights and details, images from CCTV cameras and comments about your behaviour on or about property we manage on behalf of the OC. Also, this information might include details collected when you use websites that may be operated for or by us. This may include details of the computer you use (i.e. IP address, domain name and browser), the date and time of access and the details of the information downloaded.</p> <p>If you do not provide us with the information we are authorised to request in relation to our management of the OC, it may affect our</p>
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		ability to perform our role as Manager of the OC. Further, without correct information required by the Act to enable us to contact you about accounts due, your voting rights might be lost and you might be disadvantaged should your fees not be paid on time.
2.	Use of Personal Information	<p>We use your personal information for the purpose for which it was collected and related purposes including, for example:</p> <ul style="list-style-type: none"> • Providing our services to you; • Managing our relationships with you; • Assisting our internal operations and undertakings; • Managing security of the common property, and • Dealing with our service providers
3.	Disclosure of Personal Information	<p>We may disclose your personal information for the purpose for which it was collected and other purposes including, for example:</p> <ul style="list-style-type: none"> • As required by the Act (including to persons authorised to search our records) or other legislation including the Australian Privacy Principles; • To our external service providers, but only for the purposes of managing the OC, so they can assist with the operation of the OC (for example, software and internet providers (including property management software and service providers), copying and mail houses, storage facilities, security companies and locksmiths, insurers, auditors and lawyers); • Law Enforcement Agencies in relation to CCTV footage (see CCTV Policy contained in Appendix 1). <p>Where we disclose information as required by law or as contemplated by this policy, we are not responsible for the way that information may be used by other parties.</p>
4.	Storage of Personal Information	<p>We take reasonable steps to protect all information that we hold (including your personal information) from misuse, loss, unauthorised access, modification or disclosure.</p> <p>Most of the Personal Information is or will be stored in the OC's files which will be kept for a minimum of 7 years.</p> <p>Information that we hold in electronic format is stored in secure premises and in databases requiring logins and passwords.</p>
5.	Updating of Personal Information	<p>The Australian privacy principles provide you with the right to access the Personal Information we hold about you and to update or correct it. You can access your Personal Information by making a request in writing to IBC. We may charge you, or any entity to which you belong, a reasonable fee for providing this service.</p> <p>In order to protect your Personal Information we may require identification from you before releasing such information.</p> <p>We may refuse access or correction if permitted or obliged by law. We might for example refuse correction of information containing</p>



		opinions of third parties because the information is owned by a third party and / or we are not permitted by it or the law to correct the information as requested.
6.	Camera Surveillance	<p>The OC operates CCTV cameras for the purpose of ensuring the safety and security of residents, tenants and visitors and the OC's premises and facilities.</p> <p>Cameras are not used for the surveillance of any persons but camera footage may be accessed by the EC and used as evidence where an act (e.g. assault of a person, damage to facilities) has occurred that warrants investigation. Such records may also be required by law to be provided to other parties such as a court or to the police.</p> <p>Camera surveillance occurs on a continuous and ongoing basis.</p> <p>See separate CCTV privacy policy.</p>
7.	Other Security and Safety Measures	<p>The OC has in place a number of appropriate security and surveillance systems and procedures. It is important that all owners, residents and tenants are aware of the security systems and procedures that are operating throughout Pearl. These include:</p> <ul style="list-style-type: none"> • Annual audit of fobs, cards and air keys • 24/7 monitoring of break-glass switches by an independent third-party service provider • On-call security patrols responding to incidents such as intruders or alarms • After hours restrictions on public access to ground floor and level 1 commercial operations

Complaints about any breach of this privacy policy should be addressed in writing to the Executive Committee.





NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP 3063
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 30 / 08 / 2017 <input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment The general meeting was regularly convened (not following any adjournment under UTA s 99 (3) or (6) (a)). The general meeting was convened following an adjournment or adjournments (under UTA s 99 (3) or (6) (a)).	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	--- / --- / ---	See attached Minutes
	--- / --- / ---	
A4	Owners Corporation declaration	
	31 / 08 / 2017 Date of affixing of seal Signature: Designation: Strata Manager	

Part A. Details of reduced quorum decisions

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 UTA s 99 (1) (a)).

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 (UTA s 99 (2)).

• 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 (UTA s 99 (2)).

• 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 (UTA s 99 (2)).

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 (UTA s 99 (3)). The meeting may also decide to adjourn even if a reduced quorum is present (UTA s 99 (5)).

• 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) (UTA s 99 (6) (a)).

• 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 99 (6) (a)).

B2 When does a reduced quorum decision take effect?

• A reduced-quorum decision takes effect 21 days after the date of the decision (the decision's date of effect) (UTA s 101 (1)).

• However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTA s 101 (3) - (5))

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (the Act, s 101 (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).

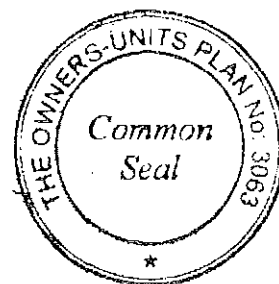
• For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

• 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 (UTA s 101 (4)).

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: UTA s 101 (5)).



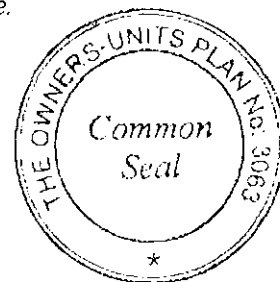


MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 3063
"METROPOLITAN"
EDINBURGH AVENUE, GORDON STREET, MARCUS CLARKE STREET
& LONDON CIRCUIT, CANBERRA CITY ACT 2601

DATE:	Wednesday 30 th August 2017
TIME:	5.30 PM
VENUE:	QT Hotel, London Circuit, Canberra

- PRESENT:** Mr D & Mrs J Grey (Units 88, 89 & 95), Mr P Southern (Unit 341),
Ms P Brown (Unit 287), Ms J Leung (Units 218 & 260), Mr L Kirwan (Unit 73),
Mr P Legge-Wilkinson (Unit 229), Mr I Myers (Unit 289), Mr S Mason (Unit 252),
Mr P Cooke & Ms J Worrall (Unit 148), Mr B Katz (Unit 50),
Mr G & Mrs C Odgers (Unit 202), Ms T Jugovic (Unit 220), Mr A Sanders (Unit 144),
Ms S Paice (Unit 250), Mr R Brennan representing Brennan Investments (Unit 246),
Mr L To (Units 152, 157 & 163), Mr A & Mrs R Busby (Unit 325), Mr J Ling (Unit 314),
Mr M Flanagan (Unit 235), Ms D Taylor (Units 53 & 97),
Mr S Rowcliffe (Unit 51), Mr A Pecek (Unit 104)
Nina Cannell & Deborah McCarthy representing Signature Strata
Peter Blissenden representing Point Facilities Solutions
- PROXIES:** Mr P Reynolds (Unit 331) appointing the chairperson to vote on all motions
- ABSENTEE VOTES:** Mr S & Mrs A Lambert representing Lambert Consulting Services (Unit 30),
J, P, & E Hoffmueller (Unit 24), Mr A Lim (Unit 70), Ms F Claxton (Unit 143),
Mr P Ross & Ms A Kelly (Unit 108), Mr B Wall (Unit 159),
Ms E Wilson & Mr M Moses (Unit 241),
- APOLOGIES:** Ms S Walker (Unit 225)
- CHAIR:** Mr A Sanders took the role of chairman
- QUORUM:** A quorum was not present, however the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note - Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.



MINUTES

MOTION 1: It was resolved that the minutes of the previous Annual General Meeting be noted. CARRIED

Matters Arising from the minutes:

There were no matters Arising from the minutes to record.

INSURANCE

The Owners Corporation holds insurance cover with Longitude Insurance, through BCB Brokers as follows:

Policy No:	LNG-STR-116187
Due date	31 January 2018
Building replacement	\$198,863,028.00
Contents	\$2,948,400.00
Voluntary Workers	\$200,000.00/\$2,000.00
Office Bearers Liability	\$10,000,000.00
Fidelity Guarantee	\$200,000.00
Machinery Breakdown	\$20,000,000.00
Public liability	\$30,000,000.00
Workers Compensation	In accordance with the Act
Government Audit/WH&S Breaches /Legal Expenses	\$30,000.00/150,000.00/50,000.00
Excess	Various - General \$1,000.00
Premium	\$107,282.55

Note - Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

MOTION 2: It was resolved that the Owners Corporation of 3063 authorise the Executive Committee to evaluate alternate insurance providers and change providers should it be deemed the best option for the Owners Corporation. CARRIED

MOTION 3: It was resolved that the Owners Corporation of 3063 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee. CARRIED

Insurance Valuation

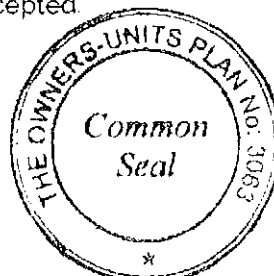
To ensure the Owners Corporation is protecting their building assets adequately, Signature Strata endorses the insurers recommendation to obtain periodic insurance valuations as per the ACT.

The most recent insurance valuation for Metropolitan is dated March 2013.

MOTION 4: It was resolved that the Owners Corporation authorise the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation. CARRIED

INDEPENDENT AUDIT REPORT

MOTION 5: It was resolved that the independent audit report prepared by Kelly Partners for the period ending 31 May 2016, be accepted. CARRIED



FINANCIAL REPORT

Financial Reports for the period ending 31 May 2017 were provided to all owners, showing the following balances:

Administrative Fund: \$618,103.66
Sinking Fund: \$2,668,952.86
Special Purpose Fund: \$479,663.27

MOTION 6: It was resolved that the financial statements from 1st June 2016 to 31st May 2017 be accepted as presented. CARRIED

APPOINTMENT OF AUDITOR

For developments the size and complexity of The Metropolitan, it is recommended that the Owners Corporation appoint an independent auditor to review the financial statements and transcripts.

MOTION 7: It was resolved that Kelly Partners be engaged to undertake an audit of the books and records of Units Plan 3063, for the period ending 31 May 2017, and extending to cover the period of transition up to an including August 2017, and that these audited accounts be presented to the next Annual General Meeting. CARRIED

INVESTMENT OF FUNDS

By passing this motion, Executive Committee members agree to partake in the financial management of Owners Corporation funds, allowing the Owners Corporation to earn interest on their investments.

MOTION 8: It was resolved that the Owners Corporation agree to authorise the Executive Committee to make determinations concerning investment of surplus funds into appropriate interest-bearing accounts. CARRIED

SINKING FUND PLAN

MOTION 9: It was resolved that the Owners Corporation authorise obtaining an updated Sinking Fund Forecast for presentation at the 2018 AGM. CARRIED

It was agreed that the Sinking Fund Forecast would be undertaken by WiseChoice Property, and would incorporate a detailed maintenance program.

BUDGET DEBATE

Administrative Fund

The Administrative Fund for the 2017/2018 has been set conservatively, however still represents a reduction in Administrative Fund Fees from the previous year. After a full years' operation with altered maintenance strategies, it is anticipated there may be opportunities for further reductions in the 2018/2019 year. This will be carefully monitored throughout the year by the Executive Committee.

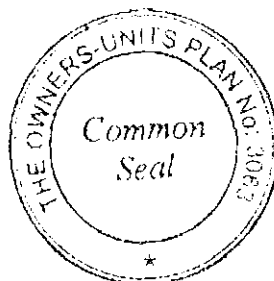
The percentage decrease on the Administrative Fund Budget from 2016/17 to 2017/18 is 4.89%

MOTION 10: It was resolved that the proposed Administrative Fund budget of \$1,176,560 (plus. GST) for the period 01 June 2017 to 31 May 2018 be adopted. CARRIED

Sinking Fund

The Sinking Fund has been set in accordance with the Sinking Fund Forecast, prepared in August 2013.

MOTION 11: It was resolved that the proposed Sinking Fund budget of \$515,615.00 (plus. GST) for the period 01 June 2017 to 31 May 2018 be adopted. CARRIED



BUDGET DEBATE (Continued)

Administrative and Sinking Fund Levy Contribution

MOTION 12: It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 June 2017 and to be contributed in accordance with the unit entitlements at quarterly intervals, being first days of September & December 2017, and March & June 2018. CARRIED

Note - Due to the lateness of the meeting, the contribution due 1 September 2017 will be extended to have a due date of 1 October 2017. All other contributions will remain the same.

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 24th July 2017. The contract will be made available through 'MyCommunity'. You can access 'MyCommunity' via signaturestrata.com.au, using your personal log in details already provided to you. If you have not provided your email address please do so to enable your log in details to be provided

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

CONTRACTOR COMPLIANCE

MOTION 13: It was resolved that the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements. CARRIED

The Managing Agent will investigate the responsibilities of the Owners Corporation over individuals undertaking work on the premises on behalf of a company engaged by the Corporation.

SERVICE CONTRACTORS

Under Section 59 of the Unit Titles (Management) Act 2011, an Ordinary Resolution is required to enter into a service contract with any person and/or organisation.

MOTION 14: It was resolved that the Executive Committee be authorised to make determinations concerning appointment of a service contractor. CARRIED

ELECTION OF COMMITTEE

MOTION 15: It was resolved that the Owners Corporation of UP 3063 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting. CARRIED

The following proprietors were elected to form the committee:

Mr Aaron Sanders	Unit 144
Mr John Ling	Unit 314
Mr Michael Flanagan	Unit 235
Mr Aaron Pecek	Unit 104
Mr P Reynolds	Unit 331
Mr P Legge-Wilkinson	Unit 229
Mr I Myers	Unit 289

A copy of the Code of Conduct for Executive Committee members will be provided to all members for their information.

Outgoing Committee Members Ms Tregear and Ms Walker were thanked for their contributions.

A vote of thanks was moved to the Executive Committee for their ongoing commitment to The Metropolitan.



RULE AMENDMENTS AND ADDITIONS

In order to ensure relevance and accurate legal standing of the Rules governing 'The Metropolitan', the Executive Committee undertook a comprehensive review of the existing House Rules, with the guidance of Tisher Liner FC Law (Melbourne),

Special Resolution:

MOTION 16: It was resolved that the Owners Corporation of UP 3063 adopt the attached House Rules, and that these House Rules be registered as Articles of Association.

CARRIED

GENERAL BUSINESS

Water Leaks and their Progression with Hindmarsh

Hindmarsh Deed Works

Hindmarsh are currently finalising a repair to 6ME, which will also fix ME Stairwell and the basement, after which time, their works under the deed will be complete. WiseChoice will undertake a full audit review of the tracking sheet to bring it fully up to date to confirm nothing remains outstanding.

Works outside of the deed with Hindmarsh:

- a. 83LT - re-tiling works completed - final inspection outstanding
- b. 94ET - works completed 04/04/17
- c. Entry level 1 ET - sealant and flashing works completed successfully, carpet replaced. The water entry to the car park levels below this repair has also been rectified via this repair work
- d. 37LT - works completed, but a window issue similar to 49ET is suspected
- e. 7MW - Quote being sought to undertake works as specified in report of 23/02/17
- f. 108LT - will need spandrel repair in the warmer months via Rope access

Damage to Balcony Handrails by Window Cleaning Contractors:

It was agreed that a survey would accompany these minutes, requesting owners to document any damage caused to their balcony handrails as a result of the window cleaning process.

Safety

It was acknowledged and agreed that more emphasis was required in the area of safety, in particular to areas where construction works are being undertaken or tradespeople are in attendance.

Cleaning Contractors

Questions arose concerning the cost and attendance hours of the onsite cleaners. It was confirmed that the cleaners are onsite 100 hours per week (2 to 3 people) spanning 7 days per week.

The cleaning contractor has been requested to use only rubber wedges to open doors whilst transferring recycling receptacles, and to transfer recycling receptacles outside of the peak hours where possible. It was noted that this could be accommodated on days excluding Thursday when the bins are collected by Suez.

Gym Upgrades

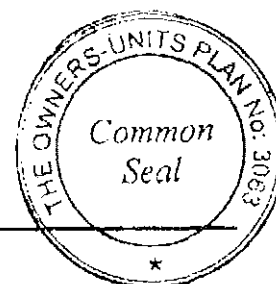
A request was made to upgrade the common property gym to be more inclusive of all ages and fitness levels.

The Managing Agent is to arrange an assessment of the existing equipment for both safety and suitability and obtain advice and recommendations from the equipment provider for the upgrade of the equipment to include consideration for a:

- Vibrational platform,
- Teeter inversion table,
- Leg Press Station and
- Overhead Press.

CLOSURE

There being no further business the meeting closed at 6.50PM





☎ 02 6185 0347
✉ info@signaturestrata.com.au
12/20 Curtin Place
Curtin ACT 2605
signaturestrata.com.au

4/09/2017

UNITS PLAN 3063 "METROPOLITAN"

DAMAGE TO BALCONY HANDRAILS

Dear Owner/s,

Following the recent Annual General Meeting held on Wednesday 30th August 2017, it was agreed that a survey would be undertaken of all unit owners in an effort to gauge the level of damage, if any, that has been sustained to the balcony balustrades/hand rails, as a result of the window cleaning works.

Any unit with identified damage is asked to advise by email to info@signaturestrata.com.au, providing the below information and attaching photographs where possible.

Name:
Unit Number:
Contact method:
Damage Sustained:

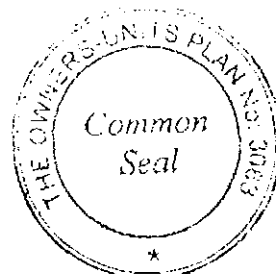
Owners are asked to return responses by COB Monday 18 September 2017.

Results will then be collated and assessed by the Executive Committee.

Thank you.

Kind regards

Nina Cannell
Partner | General Manager
Phone: 0418 624 917
Email: nina@signaturestrata.com.au





Access Canberra



SR\$3113094

13/10/2021 12:12:35 Summ T

Chief Mini

3113094

SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1801:67	CITY	6	2	3063

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

Register consolidated rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Other (specify) – register consolidated rules	

CERTIFICATION *Delete the Inapplicable

Applicant

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

Signed By:
 Belinda Denzel
 Senior Administrator

Witnessed by:
 Nina Cannell
 Strata Manager

for: Signature Strata
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	19/10/2021

VOI Sighted x 1
Change of Name by -
Category
Sighted by JACI STAN
Date 13 OCT 2021



SECTION ONE – DEFAULT RULES

DEFAULT RULES AS AT 06/07/2021 incorporating RN 1929141

1.1 Definitions

(a) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

NOTE: 1.4 (1) and (2) are as altered by special resolution registered on 28 July 2014 by dealing number 1929141.

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

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

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



- (iii) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (iv) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (v) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit – nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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



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

executive committee representative means a person authorised, in writing, by the executive committee under subrule(1).

SECTION TWO – APPROVALS

2. APPROVAL

2.1 Approval of the Owners Corporation

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

2.2 Approval not to be withheld

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule

2.3 Approval of erections and alterations

For the purposes of Default Rule 1.4, the Functions of the Owners Corporation that are delegated to the Executive Committee are to be decided following submission of an appropriate application and details including;-

- (a) All proposed permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;
- (b) All proposed plans and specifications for the proposed works prepared by suitably qualified persons;
- (c) Details of what parts of the Building will be affected by the proposed works;
- (d) Details of how the proposed works will affect the appearance of the Building;



- (e) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the Building:
 - a. the structural integrity;
 - b. any services;
 - c. the fire and life safety aspects;
 - d. the acoustic properties.
- (f) If the proposed works may affect any of the aspects of the Building, appropriate plans and specifications from suitably qualified persons to address any such effect;
- (g) The proposed dates and times for the performance of works taking into account the Rules relating to noise;
- (h) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner or Resident; and
- (i) Any other document reasonably requested by the Executive Committee on behalf of the Owners Corporation relating to the proposed works.

On receipt of a written request for permission under Rule 2.3 the Executive Committee will determine whether the request will be approved by the Executive Committee or referred for decision by the Owners Corporation by special resolution.

(Examples of relevant Executive Committee approvals and conditions are as follows - An Owner may, with the prior written approval of the Executive Committee, install security screen doors to cover the balcony door and any window that opens onto the balcony, at the Owner's expense. Screen doors must be in a style approved by the Executive Committee to ensure that the screens are in a colour and style which is in keeping with the general outward appearance of the Metropolitan and must be approved/signed off as compliant a qualified fire service contractor approved by the Executive Committee, at the Owner's expense. (Note: "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplymesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual. (Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531).)

2.4 Conditions

Owners must comply with all conditions in an approval, which will include but not be limited to the following:-

- (a) the Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;
- (b) Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:



- (i) as a result of the work (including costs to approve the work); and
 - (ii) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.
- (c) the Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any concerns as to effects on the Building; and
- (d) the Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.

2.5 Approval of Erections and alterations

The Executive Committee will not approve any proposal that:-

- (a) will result in increased bedroom numbers, or structural changes which may facilitate increased occupancy for a particular unit. This rule has been implemented on the following basis:
- i. conversion of existing units will result in smaller multi bedroom units which is inconsistent with the original design for large footprint apartments.
 - ii. possible diminished property values for those who have paid full value for an approved bedroom layout.
 - iii. increased occupancy across the complex with increased drawing on community resources with no corresponding adjustment in contributions to the annual running costs of the complex or to maintenance and upkeep.
 - iv. increased pressure on existing parking and impacting on car parking to unit ratios originally envisaged in the development plan.
 - v. Possible compromise of inbuilt fire detection and suppression systems which were designed and installed based on original designs and bedroom layouts which has the potential to put individual units and the full complex at risk.
- (b) relates to an owner or occupier wishing to install any covering to the tiled surface of any balcony, including but not limited to artificial turf/grass and timber tiles, to preserve the original built design and functionality of the structure. This is because balcony surface covering, including synthetic turf and timber clip in tiles, has been found to affect the fall and the drainage of water, which has contributed to water ingress to habitable areas, including to units below.
- (c) impacts the fire-rated doors of the unit (including but not limited to the installation of security screen doors, deadbolts, and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work (any condition of such consent may include the appointment of a fire safety expert to determine the integrity of any modified fire door and any requirements to be compliant, with such costs to be borne by the Unit Owner).

2.6 Limited Works with pre-approval for the Building



Owners may, without the requirement of written consent from the Executive Committee, attend to the following Cosmetic/Minor Works on the conditions stated below:-

- (a) an Owner may install external weather draft stoppers on the inside of their unit's doors, without the Owners Corporation's prior written permission at the Owner's expense. Such installations must be kept in a state of good repair by the Owner at its expense.
- (b) An owner may install floating timber flooring to their unit provided it is not affixed to the building structure ie; concrete floor.
 - i. Any owner wishing to install hard surface flooring must make use of appropriate acoustic underlay and must notify the owners corporation of writing of the installation. Under no circumstances should hard surface be applied directly to the concrete slab.
 - ii. The owners corporation takes noise disturbance from hard surface flooring seriously, and will enforce reinstatement of soft surface floor coverings should it be deemed to create excess noise or nuisance to surrounding units. The Owners Corporation has a policy position on relevant floor coverings which promotes minimum old level to not exceed 50 dB.
- (c) Owners may install, at their own expense, battery operated bollards entirely within the car parking space allocated to the unit, subject to the following guidelines:
 - i. Bollards must be positioned 1500mm from the entry to the car space (measured to the front of the bollard),
 - ii. Bollards must be positioned centrally within the car space in a lateral direction,
 - iii. Bollards must be bolted into the concrete slab of the carpark, to a depth not exceeding 75mm,
 - iv. Bollards must be of an approved design;
 - Must not be greater than 450mm in height and 500mm in diameter
 - Must be pop-up style
 - Must be battery operated remote control (Bollards must not be mains powered)
 - Must be safety yellow in colour

Manually operated bollards are not permitted for reasons of safety

2.7 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations under the Rules and where it does so the Building Manager will have the benefit of the Common Property Rights Rule no3 and in clauses 4.19 and 4.20.

3. SECTION THREE – RIGHTS AND CONDUCT OF OWNERS

3.1 Applications Complaints and Reporting - Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported in writing to:

- (a) the Managing Agent, if one has been appointed; and
- (b) to the Building Manager, if one has been appointed (in addition to the Managing Agent); or



- (c) to a member of the Executive Committee, If neither a Managing Agent or a Building Manager has been appointed.

3.2 Lease or Licence of Units - Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Unit has a copy of the most recent version of the Rules (including all amendment or changes from time to time);
- (b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager regarding the Occupier of the Unit;
- (c) must take all reasonable action available to ensure the Occupier of the Unit complies with the Rules;
- (d) must ensure the term of the lease does not contravene any Law or Development Consent; and
- (e) must take all reasonable action available to ensure the Occupier of their Unit complies with all notices the Occupier receives form the Owners Corporation or the Building Manager in connection with the Occupier's use and occupation of the Unit.

3.3 Obligations of Occupiers

Occupiers:

- (a) must comply with the Rules;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

3.4 Compensation to Owners Corporation - Damage

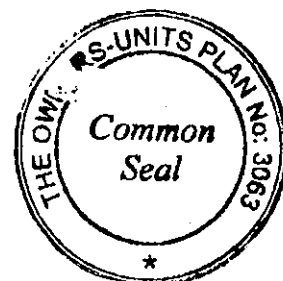
Owners:

- (a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and
- (b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

3.5 Costs

Cost incurred by the Owners Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

3.6 Invitees - Obligation of Owners



- (a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules.
- (b) If an Owner cannot comply with Rule 3.6(a), then that Owner must:
 - (i) withdraw their consent to their Invitee being on or remaining in the Building; and
 - (ii) request that Invitee immediately leave the Building.
- (c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

3.7 Vehicles and Parking

- (a) Occupiers must only park their vehicles, including motor-cycles, in the Unit's subsidiary allocated car space in the basement car park, or in the designated motor cycle parking areas.
- (b) Occupiers must not block or use other occupier's allocated car parking space
- (c) Only registered and road worthy motor cars, motor cycles and bicycles may park or stand in a car parking space.
- (d) Occupiers must not park a vehicle on any part of the common property, including but not limited to the concrete access driveway, on landscaped areas, or in any position where it may cause an obstruction to others to access common or private property.
- (e) Owners and Occupiers must ensure their vehicles observe a 5kph speed limit within the complex.
- (f) Owners and Occupiers must clean at their own expense any oil spills caused by their vehicles or their guests' vehicles on any private car park and/or any part of the common property.
- (g) Any occasion requiring the owners corporation to clean oil stains from the common property will result in additional costs in doing so being recovered from the relevant Owner.
- (h) Children must not ride bicycles or play games on the common property driveway areas or in any part of the underground parking areas.
- (i) Repair work may not be carried out in a car parking space.

3.8 Garbage and Recycling

- (a) The Garbage Hopper must be used for domestic waste only and all domestic waste must be placed in the Garbage Hopper in a securely fastened bag or container and the hopper lid closed after use.
- (b) Non-recyclable material and recyclable material must be separated from each other.
- (c) Non - recyclable material must be securely wrapped in small parcels
- (d) Bottles, tins and other containers which are recyclable must be completely drained.
- (e) Nothing must be placed in a waste receptacle other than domestic waste generated from the use of the Units
- (f) All household rubbish must be wrapped or placed in garbage bags. No loose rubbish should be placed in the garbage chutes. No glass should be placed in the garbage chutes. Owners and Occupiers must not place garbage and/or recycling on the floor in front of the garbage



chutes, recycling cupboards, or on the floor of the garbage area or anywhere other than designated bins

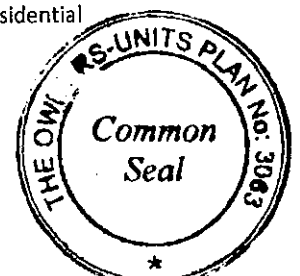
- (g) Owners and Occupiers must not place or leave household items including but not limited to furniture and bedding in the garbage rooms nor in either the garbage or recycling hoppers and such items may only be disposed of by residents at appropriate Government collection areas.
- (h) Any occasion requiring the owners corporation to remove household items from the common property will result in additional costs in doing so being recovered from the relevant Unit Owner.
- (i) When disposing of rubbish, Owners and Occupiers must not cause noise likely to unreasonably disturb other Occupiers. Note: Noise from the garbage chute areas transmits easily to surrounding units.
- (j) Owners using agents must ensure that the agents advise their cleaners and tenants of these rules, in particular, not leaving rubbish in front of chutes.

3.9 External Appearance

- (a) Owners and occupiers must maintain their units in a state of good repair and so that other units are not adversely affected in terms of hygiene, appearance or value and must carry out any work in relation to the unit that is required by any Territory law.
- (b) Owners and occupiers must not carry out any alteration to their unit that is visible from the exterior of the building or from any other Unit that adversely affects the overall appearance of the building.
- (c) Owners and Occupiers must not drape rugs, mats, sheets, blankets, clothing etc. over balcony railings or install permanent washing structures on unit balconies
- (d) Owners and Occupiers must not place collapsible washing lines on unit balconies.
- (e) Owners and occupiers must not erect or affix any permanent washing structures on unit balconies.
- (f) Owners and Occupiers must not use a unit balcony as a storage area.

3.10 Security and Safety

- (a) Any requests for additional security fobs must be in writing by the Owner of the unit or their authorised agent to the strata managers office. The Owners Corporation may charge a reasonable fee for providing an additional security pass.
 - (i) The owner of the unit or their authorised representative is responsible to retain a list of registered fob numbers to enable identification of any lost or stolen fobs to enable deactivation from the system,
 - (ii) To maintain security, replacement fobs will only be issued following deactivation of the lost or stolen fob.
 - (iii) Notice must be provided if an additional fob is required for the purposes of sub-let car parking spaces, in order that access to common property facilities areas and residential



areas is restricted.

- (b) Additional front door keys must be requested in writing by the Owner of the unit or their authorised representative to the strata manager. Owners must not obtain additional front door keys without the prior written consent of the strata manager.
- (c) Access devices for which a deposit was paid will be refunded upon return of the device, provided that;
 - (i) they are undamaged;
 - (ii) they are operational and can be reprogrammed for future use; and;
 - (iii) a receipt is presented as evidence of purchase.Reimbursement will be made by direct funds transfer or a credit to the owners levy account, within 7 days of return of the device
- (d) Owners and Occupiers must take all reasonable steps to protect the security of the Metropolitan complex, including reporting faults in the security system and closing security doors to the strata manager and not allowing unauthorised persons into the Metropolitan complex.
- (e) Owners and Occupiers acknowledge that the common property is monitored by CCTV equipment in accordance with the CCTV policy as determined by the Owners Corporation from time to time.
- (f) Owners and Occupiers must not damage or tamper with CCTV equipment in any way.
- (g) Owners and Occupiers must ensure that security doors are closed firmly after entering or leaving the building.

Note: The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, Occupiers should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

3.11. Evacuation from the Building in an Emergency

- (a) Owners and Occupiers must comply with evacuation procedures when necessary.

Note: Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.

Note: In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.
- (b) Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owners Unit for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Unit if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.

3.12 Common Property Facilities - Pool, Gym and Sauna



- (a) Owners and Occupiers acknowledge that they and their guests use the common property facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of the common property facilities.
- (b) The common property facilities must not be used whilst under the influence of any drugs, alcohol, or other prohibited substance.
- (c) Invited guests using the common facilities must be accompanied by the Occupier of the unit whom they are visiting at all times.
- (d) Owners and Occupiers must ensure children under 16 years of age are supervised by a parent or guardian at all times when using the common facilities.
- (e) Owners and Occupiers must not bring glass items or alcohol into the pool, gym and sauna areas.
- (f) Owners and Occupiers must ensure that the common facilities are left clean and tidy after use.
- (g) Owners and Occupiers must ensure that security doors to the common facilities are kept closed when not being used in the ordinary course.
- (h) Owners and residents must not use the pool, gym and sauna areas in such a way as to cause a nuisance to other users of the common facilities.
- (i) Owners and Occupiers must not use the common facilities outside of the hours 5.00am to 10.00pm. To do so causes adverse noise disturbance to surrounding units.

3.13 Signs

Owners and Occupiers must not display Signs on the Unit or Common Property except real estate for sale/lease signs which must be limited in height and width a maximum of 1.2 x 1.2M within the window and/or balconies of the unit that is being advertised for sale, (or in the case of ground floor units on the courtyard wall of the unit).

- (a) For ground floor units, for sale signs can be temporarily affixed to the courtyard wall of the unit advertised for sale, with no permanent damage to be caused to the perimeter fencing.
- (b) Owners and Occupiers must not place any Signs on or in the perimeter garden or lawn area.
- (c) Rectification of any damage caused as a result of the erection of Signs, will be the responsibility of the unit advertised for sale.
- (d) Real estate signs must be removed within 48 hours of the sale or lease of the Unit.

3.14 Smoking

- (a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (b) An owner or occupier of a Unit must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, in the Unit does not penetrate to the common property or any other Unit.

3.15 General

Health and Safety -



- (a) Occupancy Numbers - For the purposes of rules 1.8, 1.9 and 1.10, the Owners Corporation in general meeting by special resolution have adopted the following conditions to be imposed in interpreting a nuisance or annoyance for the purposes of default rule 1.9 (3) and 1.10 (3) and to guide the Owners Corporations actions in relation to the control, management and administration of the common property. The following activities will not be consented to by the Executive Committee due to the significant safety risks associated with people congregating in larger numbers within confined spaces and that can accordingly give rise to unsafe congestion areas in common areas in the event of emergency. A unit owner must not permit;-
- (i) Excessive occupants to occupy the unit;
 - (ii) Excessive number means such standards as required to comply with the Building code and no greater than;-
 - A. For a studio or unit with 1 Bedroom – 3 Occupants
 - B. For a unit with 2 Bedrooms – 6 Occupants
 - C. For a unit with 3 Bedrooms – 9 Occupants
 - D. For a unit with 4 or more Bedrooms – 12 Occupants

Bedroom means a bedroom as set out in the original building plans for the Metropolitan Apartments

Occupant means a person spending a night in the unit whether as an owner, tenant or guest.

- (b) In addition to rules 1.7, 1.8 and 1.9 Owners and Occupiers must not do anything which may:
- (i) cause a hazard to the health, safety and security of an Owner, or Occupier;
 - (ii) prejudice the safety or security of any part of the Property;
 - (iii) interfere with the fire or life safety equipment at the Property;
 - (iv) obstruct any fire safety egress at the Property; or
 - (v) cause non-compliance with any fire and life safety requirement for the Property
- (c) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages. Note: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water. The Owners Corporation recommends Unit Occupiers maintain their own contents insurance.
- (d) Owners should regularly inspect storage cages and contents for any indications of tampering.
- (e) Owners and Occupiers must not store any items on any part of the common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
- (f) Any occasion requiring the owners corporation to remove stored items from on top of storage cages or the common property will result in additional costs in doing so being recovered from the offending unit, under S31 of the Management Act.
- (g) Oversized items which do not fit within the storage cages provided must be stored off site.



- (h) Owners and Occupiers must not leave any shopping trolleys on the common property areas, or on the surrounding garden/grassed areas at the complex.
- (i) Owners and Occupiers must not cause a hazard or nuisance to other Occupiers by the use of BBQs on balconies.
- (j) Owners and Occupiers must not ride bicycles, rollerblades, skateboards etc, on the common property within the building perimeters.
- (k) Graffiti of any description is not permitted on any area of the complex.
- (l) Owners and Occupiers must not display Christmas lights any part of the common property or a unit except on the following conditions:
 - a. Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - b. Lights must not be permanently affixed in any way.
 - c. Flashing lights are not permitted between the hours of midnight and 6.00am.

3.16 Keeping of Pets - Conditions

- (a) In accordance with Section 32 (2) of the *Management Act*, an Owners Corporation may impose reasonable conditions in providing consent to an animal.
- (b) All applications for keeping of animals must be in accordance with Section 32 of the *Management Act* and
 - i. The Executive Committee are delegated the authority to make decisions regarding Owner and Occupier applications to keep an animal in a Unit.
 - ii. The Executive Committee will keep under review any consent that has been given, and the consent to keep an animal pet may be withdrawn at any time upon reasonable notice to the Owner or Occupier if the animal causes an unreasonable nuisance to another Occupier.
 - iii. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
 - iv. Any damage or soiling of the common property caused by an Owner or Occupier's animal is the responsibility of the Owner or Occupier to rectify and/or clean at their own expense.
 - v. No animal is permitted in the common courtyards of the Metropolitan complex at any time and all cats must be kept inside overnight.
 - vi. Permission to have an animal is not transferable to a new Owner or Occupier of apartment unit or to current residents replacing an approved animal.
 - vii. Owners and Occupiers must ensure that any real estate agent or property manager associated with the sale or lease of a unit are advised and are obliged to advise prospective purchasers or prospective Occupiers that it is a condition of ownership and occupation at the Metropolitan complex that animals may only be kept with the



prior consent of the Owners Corporation.

viii. All pets must be kept on a lead when moving around the Metropolitan complex

3.17 Compliance

- (a) If the Owners Corporation, acting reasonably, forms the view:
 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of rule 3.16(b) on a continuing basis,the Owners Corporation may serve a notice on the Owner of the Unit containing that pet requesting that the pet is permanently removed from the Building.
- (b) An Owner who has received a notice from the Owners Corporation under rule 3.17(a) must comply with the requirements of the notice with 14 days of receiving it.

3.18 Signs - Prohibited

Owners must not fix a Sign to or on Common Property or their Unit which is visible from outside their Unit.

3.19 Qualification

The provisions of this rule do not apply to a Sign fixed on any part of the Building pursuant to the right to do so under a Common Property Rights Rule or Easement.

3.20 Insurance Premiums - Obligation of Owners

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

3.21 Owner liable

- (a) Consent under rule 3.20(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Unit. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

SECTION FOUR – COMMON PROPERTY RIGHTS RULES

4. ABOUT THE RULES IN THIS SECTION

4.1 What Common Property Rights Rules do

- (a) A Common Property Rights Rule confers on the Owner of the Unit the subject of the rule:
 - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or



- (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Common Property Rights Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.
- (d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

4.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rule prevails to the extent of the inconsistency.

4.3 Exclusive Use and Special Privileges - Common Property Rights Table

- (a) Section Five contains the Common Property Rights Table which:
 - (i) describes the exclusive use rights and special privileges;
 - (ii) identifies the area for which the Owner or someone else with an interest in a unit in the units plan has an exclusive use right or special privilege;
 - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) References to a "column" is a reference to a column in the Common Property Rights Table.

4.4 Exclusive use and special privilege

The Owner of the Unit or the person described in the event of a rule established under Section 112A (1) (b) of the Management Act identified in column 3 has the exclusive use rights or special privileges described in column 2.

4.5 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility:
 - (i) in accordance with its right to do so under section 30 of the Management Act, the Owners Corporation may charge a fee to each Benefited Unit Owner who has the exclusive use right or special privilege in the manner provided by this Section 4;
 - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that fee according to the proportion the unit entitlement of its Unit bears to the



aggregate unit entitlement of all Units having the exclusive use or special privilege;
and

- (iii) the Owners Corporation must determine and recover the monies in the manner provided by rule 4.5(b)
- (c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Unit Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

4.6 Other obligations

- (a) A Benefited Unit Owner or someone else identified with the responsibility for the maintenance and repair of an item of Common Property must:
 - (i) regularly clean the item;
 - (ii) keep it in a state of good and serviceable repair;
 - (iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;
 - (iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
 - (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
 - (vi) insure the item;
 - (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
 - (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Except as permitted by this rule, nothing in this Section gives a Benefited Unit Owner the right to make alterations, additions or changes to Common Property.

4.7 Rights

A Benefited Unit Owner has the following additional special privileges:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

4.8 Consent of the Owners Corporation



If the consent of the Owners Corporation is required before a Benefited Unit Owner can carry out a Function in a rule;

- (a) the Owners Corporation may not unreasonably withhold its consent; and
- (b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

4.9 Obligations of Benefited Unit Owners

- (a) Each Benefited Unit Owner:
 - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;
 - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and
 - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Unit Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

4.10 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

4.11 Purchasers

If a person becomes the Owner of a Benefited Unit at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay money to the Owners Corporation.

4.12 Obligation of Benefited Unit Owner

When exercising their Functions, Benefited Unit Owners:

- (a) must not use their Unit for any unlawful purpose prohibited by Law;
- (b) must procure all relevant approvals; and
- (c) if required to do so, must provide a copy of all approvals to the Owners Corporation.

4.13 Information to Owners Corporation

Prior to installing a Sign, a Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property.

4.14 Conditions



A Sign must not be installed:

- (a) If it is inconsistent with the design principles developed by the Owners Corporation and enshrined in the Signage Policy as updated from time to time, to ensure architectural and aesthetic consistency is maintained within the common areas
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners; or
- (c) in the event the sign is not adequately maintained or relevant contributions required to be made are not made.

4.15 Obligations of Benefited Unit Owners

When installing any Sign, Benefited Unit Owners must:

- (a) ensure the location, material and content of the sign meets the design criteria stipulated in the Signage Policy;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired.

4.16 Airconditioning - Information to Owners Corporation

Prior to installing air conditioning in the Benefited Unit, the Benefited Unit Owner must give the Owners Corporation plans and specifications of air conditioning unit, compressor and all associated Services Apparatus, and their location on and impact on Common Property.

4.17 Conditions

An air conditioning unit, compressor and all its associated Services Apparatus must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

4.18 Obligations of Benefited Unit Owners

When installing an air conditioning unit, compressor and all associated Services Apparatus, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying Common Property;
- (e) cause as little disturbance as is practicable to other Owners;



(f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and

(g) ensure any damage to the property of another Owner by carrying out the work is repaired.

4.19 Building Managers Store Areas, BM Office and Executive Committee Meeting Rooms and the Building Manager

The size and complexity of the Metropolitan complex requires a Building and Facilities Manager to attend the complex to monitor all systems and facilities both on site during the core hours and on call and it is a condition of the Building Managers contract that they have access to the Store Areas, and the BM Office and Meeting room as detailed in the Schedule and designated by the Executive Committee together with access by the Strata Manager and the Executive Committee from time to time.

4.20 Conditions

The areas the Building Manager may occupy for the purposes of complying with the Building Manager Contract shall not be used as a separate dwelling area.

5. GENERAL OBLIGATION OF OWNERS CORPORATION

5.1 Consent

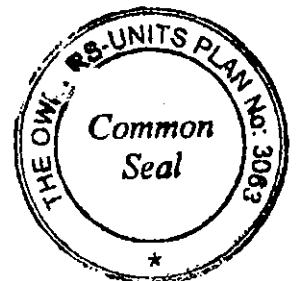
By the registration of these rules, the Owners Corporation is regarded as having consented to each and every application, plan and report required by an Owner with the benefit of a rule in the Common Property Rights Rule Table to enable that Owner to exercise its Functions in that rule.

5.2 Endorsement of Consent

Within 14 days of a request from an Owner with the benefit of a rule in the Common Property Rights Rule Table to do so, the Owners Corporation must endorse its consent on every application, plan and report to enable that Owner to exercise its Functions in that rule.

SECTION FIVE – COMMON PROPERTY RIGHTS TABLE

TABLE 5.1			
1.	Special privilege: <ul style="list-style-type: none">to fix a Sign or Signs to that part of the Common Property adjacent to or near the Benefited Unit as designated in the Signage Policy;to fix a Sign or Signs on the inside of the glass of the shop	Units 1 – 33, 58,59,88,89,114 and 115	Benefited Unit Owner



	<p>front of its Benefited Unit; and</p> <ul style="list-style-type: none"> to apply for and obtain all relevant approvals and certifications to enable it to erect its Signs, <p>subject to the conditions in rule 4.13 – 4.15.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> each Sign (to the extent it comprises Common Property); those parts of the Common Property to which each Sign is attached, <p>subject to the conditions in rule 4.13 – 4.15.</p>		
2.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property an air conditioning unit, compressor and all associated Services Apparatus. Installation is restricted to the areas identified in the mapping diagram marked Annexure A, and <p>subject to the conditions in rule 4.16-4.18.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> the air conditioning unit, compressor and all associated Services Apparatus it has Installed (to the extent it comprises Common Property); those parts of the Common Property to which the air conditioning unit, compressor and all associated Services Apparatus has been installed, <p>subject to the conditions in rule 4.16 – 4.18.</p>	Units 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 322, 323, 324, 325, 326, 339, 340, 341 & 342	Benefited Unit Owner
3.	<p>Special privilege:</p> <ul style="list-style-type: none"> to store and occupy the building managers office and storage areas and for the 	Executive Committee Building Manager Strata Manager	



	<p>Executive Committee members to use the store and office areas as identified as the Building Managers Area within the Common Property subject to the conditions in rule 4.19 and 4.20.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • the BD Office, storage areas and Executive Committee Meeting Rooms, subject to the conditions in rule 4.19 and 4.20. 		
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5.3 Dictionary - Meaning of terms

In these rules, these terms (in any form) mean:

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Assistance Animal is a dog or other animal:

- (a) accredited by a prescribed animal training organization; or
- (b) trained to assist to alleviate the effect of a disability.

Authority means a Government Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Unit.

Benefited Unit means a Unit having the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Unit Owner means the Owner of a Unit with the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Party means a person or body corporate with the benefit of an Easement.

Building means the building or buildings the subject of the Units Plan.

Building Manager means the party (if any) appointed by the Owners Corporation as building manager.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.



Car Park means that part of the Building containing the area for the parking of Vehicles.

Car Space means that part of the Building designed for parking cars and includes a Unit marked a car space on the Units Plan and any part of a Unit marked as a car space on the Units Plan.

Common Property means so much of the Parcel as from time to time is not comprised in a Unit.

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

Common Property Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

Common Property Rights Table is the table in Section #.

Complex means the building known as The Metropolitan complex.

Development Act means the *Unit Titles Act 2001 (ACT)*.

Development Application means an application for a development consent made under the *Planning and Development Act 2007 (ACT)* and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007 (ACT)* and includes all amendments and variations to a consent.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

Fee means a fee payable.

Function means right, duty or obligation.

Government Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

Legislation means the Management Act and the Development Act or as the context requires.



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

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Occupier means a person in lawful occupation for the time being of a Unit (not being the Owner of the Unit).

Original Owner means the registered proprietor of the Units at the time of registration of the Units Plan.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Parcel means the land comprising the Units and Common Property the subject of the Units Plan.

Register means the register kept by the Registrar-General at ACT Titles Office.

Rental Agreement means an agreement under which an Occupier occupies a Unit.

Representative means the representative appointed by the Owners Corporation to the Building Management Committee.

Restricted Matter means a matter or class of matter:

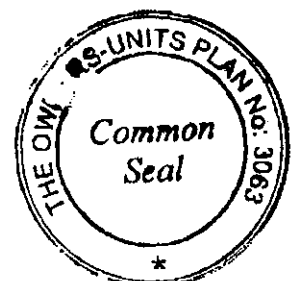
- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule # (as it may be amended or changed) and these Rules are in addition to the mandatory Default Rules under the Management Act, and to the extent of any inconsistency where permissible under the Management Act these Rules prevail to the extent of any inconsistency.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Rules means the rules in place from time to time for the Building.

Security Key means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.



Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed services.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

- (a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and
- (c) any item of plant or equipment in which a Service is cleaned or filtered.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Building Management Statement.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Unit for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Unit or any part of a Unit marked as storage on the Units Plan and any part of a Unit designed for storage.

Substitute Representative means the substitute representative appointed by the Owners Corporation to the Building Management Committee.

Unit means a unit in the Units Plan and otherwise has the meaning given to it by the Development Act.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Waste means garbage refuse and waste.

Work means cosmetic work or minor work.

5.4 INTERPRETATION - Undefined Words

Undefined words in these rules have the same meaning as they do in the Management Act.

5.5 Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;
- (b) a thing includes the whole or each part of it; and



(c) the singular includes the plural and vice versa.

5.6 Headings

Headings do not affect the interpretation of the rules.

5.7 Severance

(a) Subject to rule 5.7 (a) (ii)

- (i) If a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
- (ii) if, despite rule 5.7(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
- (iii) in any other case, the whole rule must be served.

(b) If an event under rule 5.7(a) occurs, the remainder of these rules continue in full force and effect.

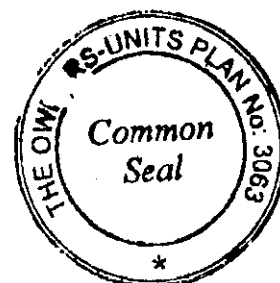
5.8 Meaning of Owner

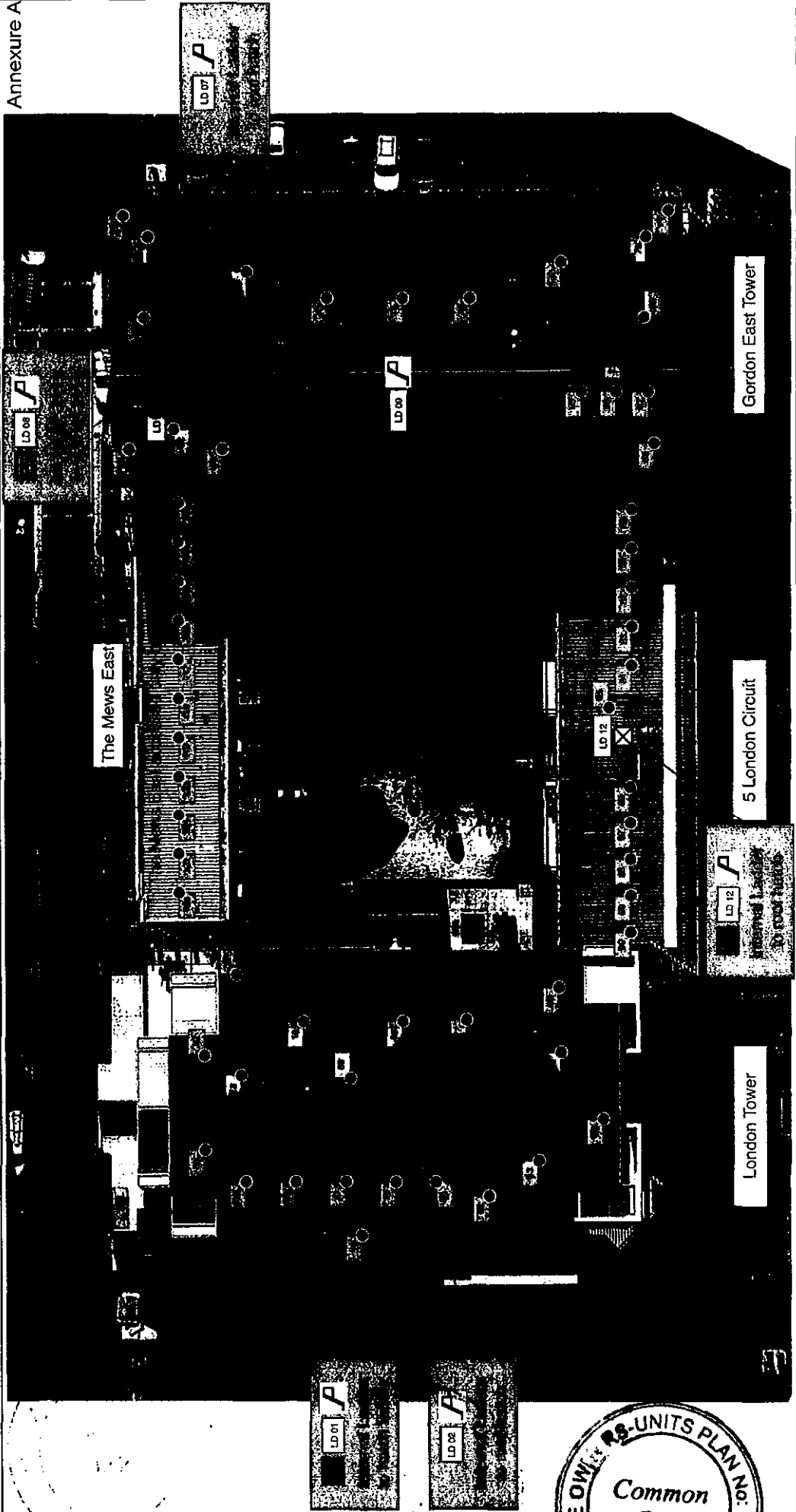
When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.

EXECUTION:

Dated the day of 2021

Approved for Registration - AGM 6th July 2021

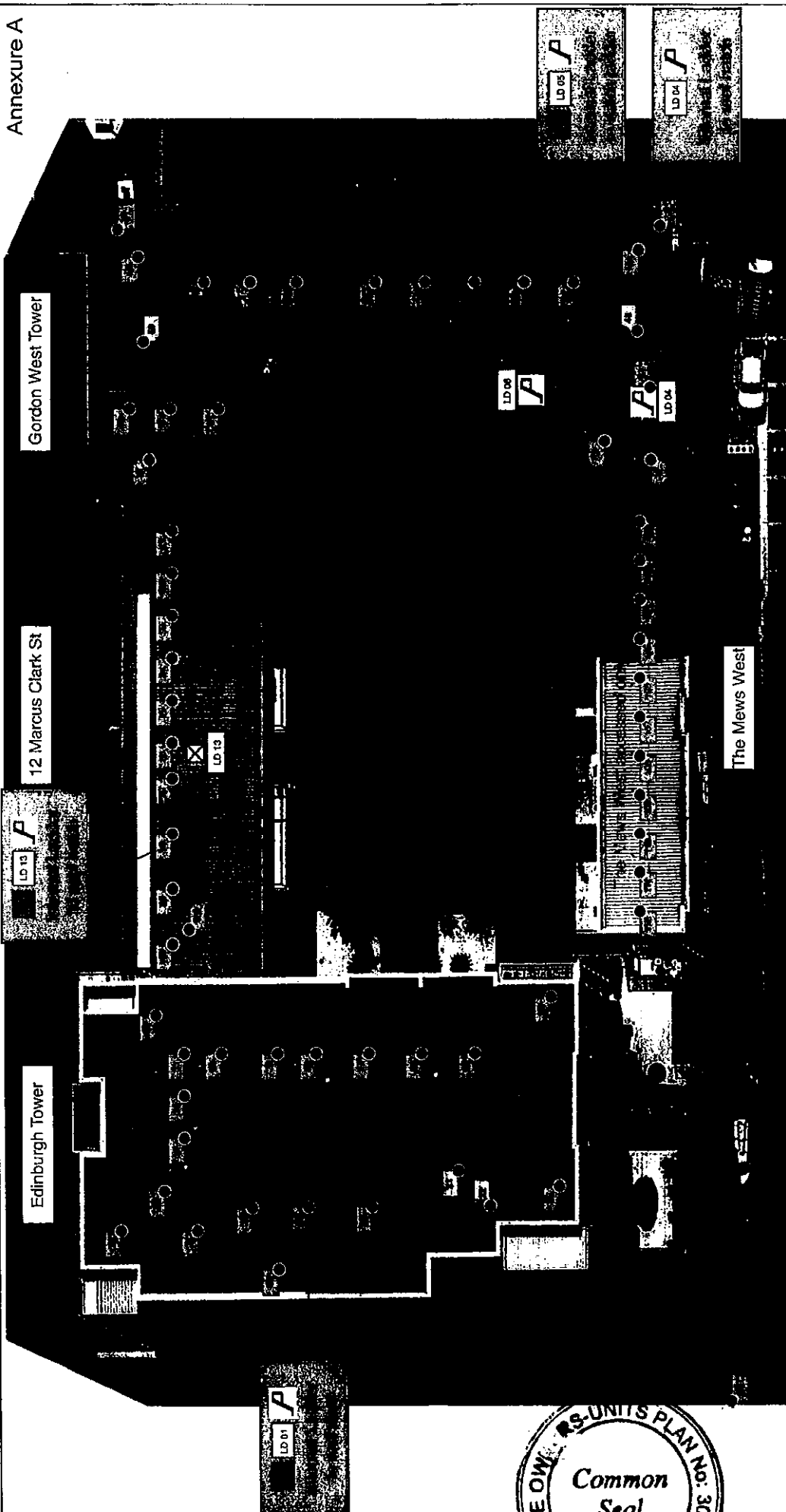




This Drawing is the property of RIGCOM Access. It is confidential and must not be copied, traced or loaned without written permission of RIGCOM Access.		PO Box 730, Nth Sydney, NSW 2059 Telephone: 1300 893 230 Int Phone: +61 2 8003 5859 Email: admin@rigcomaccess.com ABN: 43 137 003 715
DRAWN: B Jobin	CHECKED: <input checked="" type="checkbox"/>	DATE: 02/11/17
TITLE: Roof Layout London Tower, 5 London Circuit & Gordon East Tower Metropolitan	DRAWING NUMBER 4472601-1	SHEET SIZE
SCALE: N.T.S.	REVISION:	

Legend	First Man Up Cable	Steps	Stylight Cover	Signage	Access Hatch	Access Hatch Guardrail	Guardrail	Roof Entry Point
LD 01 Ladder Bracket								
LD 02 Walkway								
LD 03 Anchor Point								
LD 04 Access Ladder								
LD 05 Access Ladder - Line								
LD 06 Access Ladder - Caged								
LD 07 Lifeline System								
LD 08 Rail System								

Annexure A



<p>This Drawing is the property of RIGCOM Access. It is confidential and must not be copied, traced or loaned without written permission of RIGCOM Access.</p>		<p>PO Box 730, Nth Sydney, NSW 2059 Telephone: 1300 853 230 Int Phone: +61 2 8003 5858 Email: admin@rigcomaccess.com.au ABN: 43 137 003 715</p>	
<p>DRAWN:</p>	<p>B Jobin</p>	<p>TITLE:</p>	<p>Roof Layout</p>
<p>CHECKED:</p>	<p><input checked="" type="checkbox"/></p>	<p>Edinburgh Tower, 12 Marcus Clark St & Gordon West Tower</p>	
<p>DATE:</p>	<p>13/10/17</p>	<p>DRAWING NUMBER</p>	<p>4472601-2</p>
<p>SCALE:</p>	<p>N.T.S</p>	<p>REVISION:</p>	<p>SHEET SIZE</p>

<p>LD 01</p>	<p>Ladder Bracket</p>	<p>First Man Up Cable</p>	<p>Steps</p>	<p>Stylight Cover</p>	<p>Signage</p>	<p>Access Hatch</p>	<p>Access Hatch Guardrail</p>	<p>Guardrail</p>	<p>Roof Entry Point</p>	<p>EP</p>
<p>LD 01</p>	<p>Walkway</p>	<p>Anchor Point</p>	<p>Access Ladder</p>	<p>Access Ladder - Line</p>	<p>Access Ladder - Caged</p>	<p>Lifeline System</p>	<p>Fall System</p>			

LAND

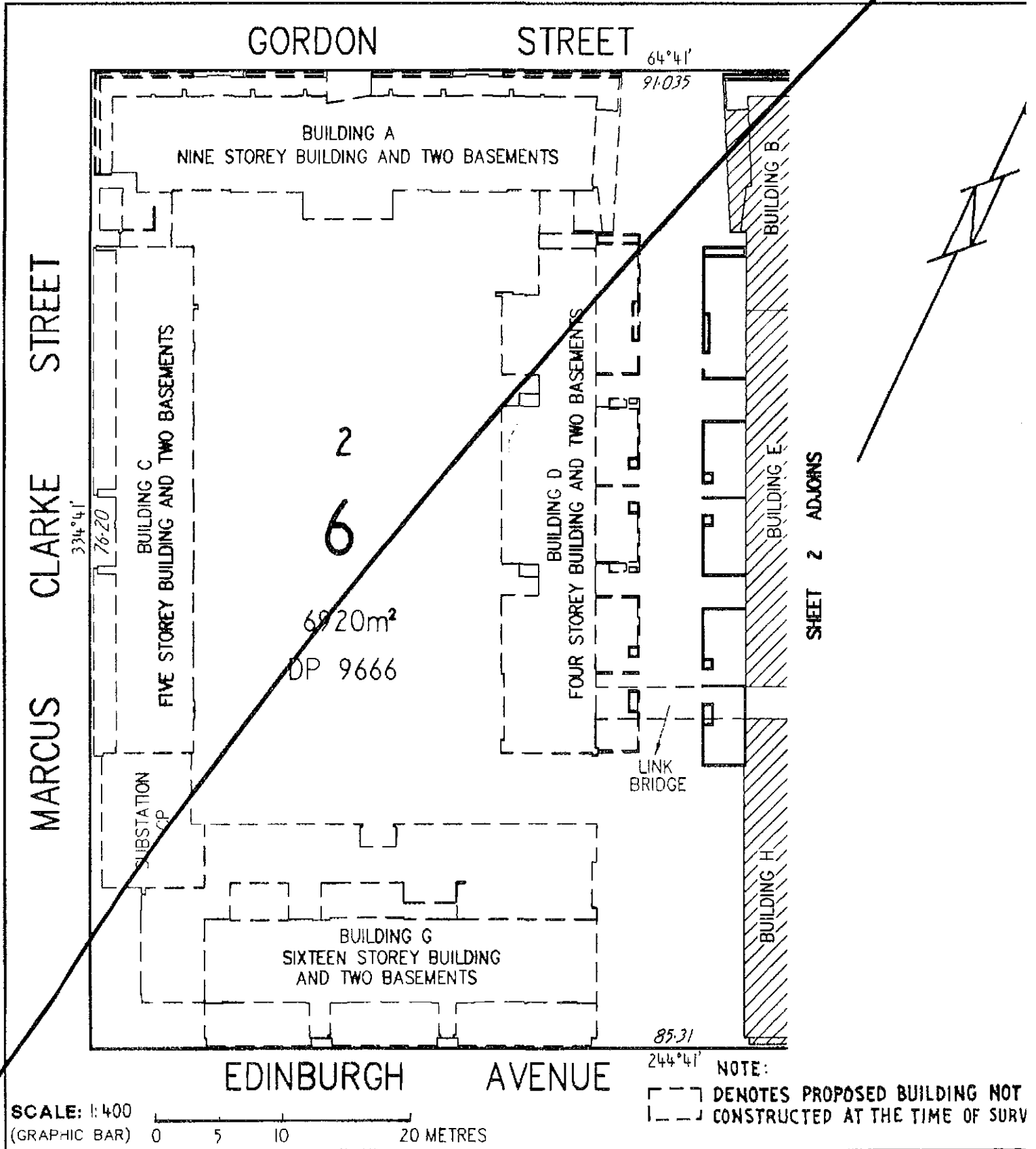
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issue

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER

4. CLASS OF UNITS (A or B) A



SCALE: 1:400
(GRAPHIC BAR) 0 5 10 20 METRES

NOTE:
[---] DENOTES PROPOSED BUILDING NOT
[---] CONSTRUCTED AT THE TIME OF SURV

EXECUTION

Signed for and on behalf of Section 6 Pty

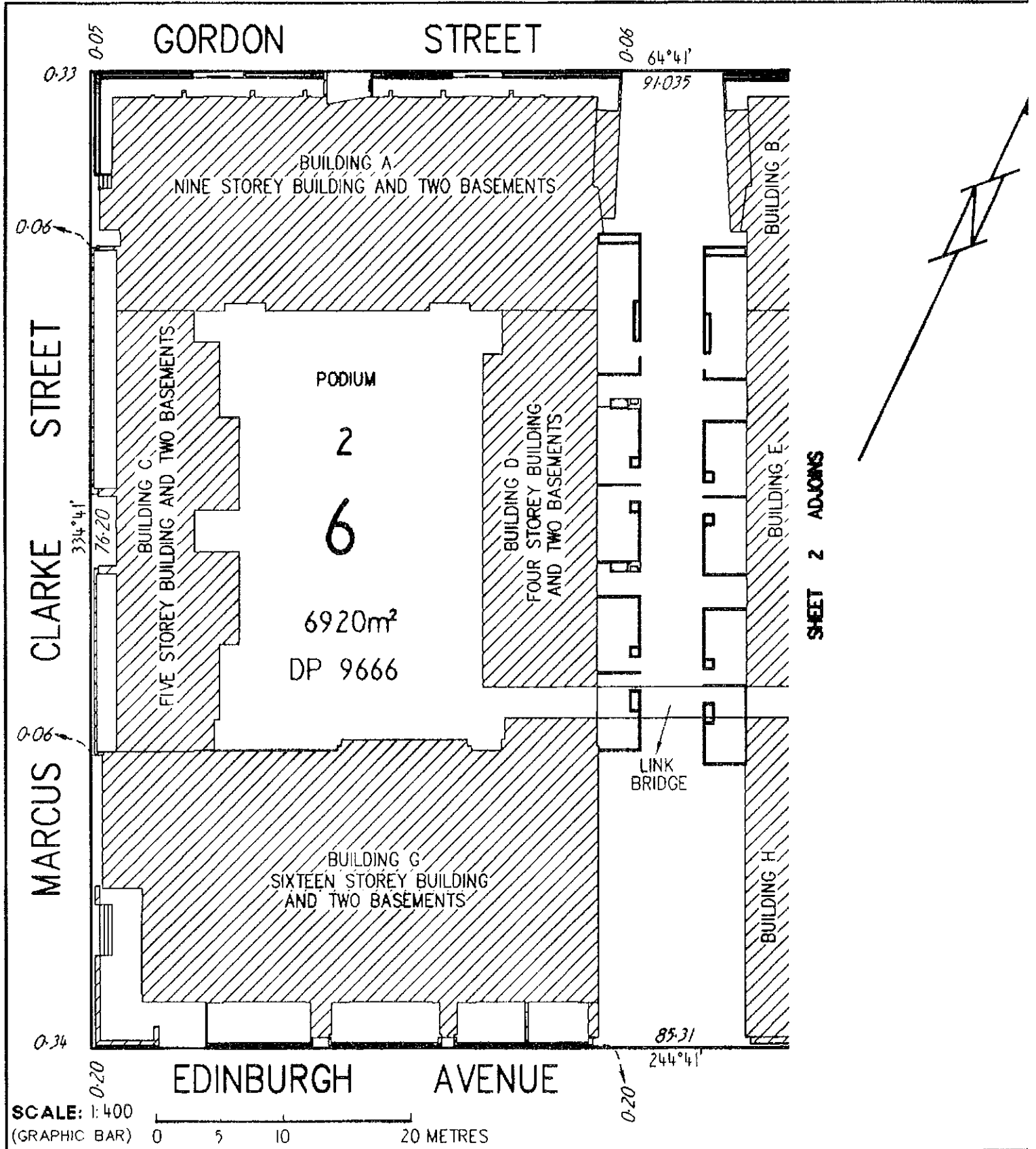
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER

4. CLASS OF UNITS (A or B) A



EXECUTION

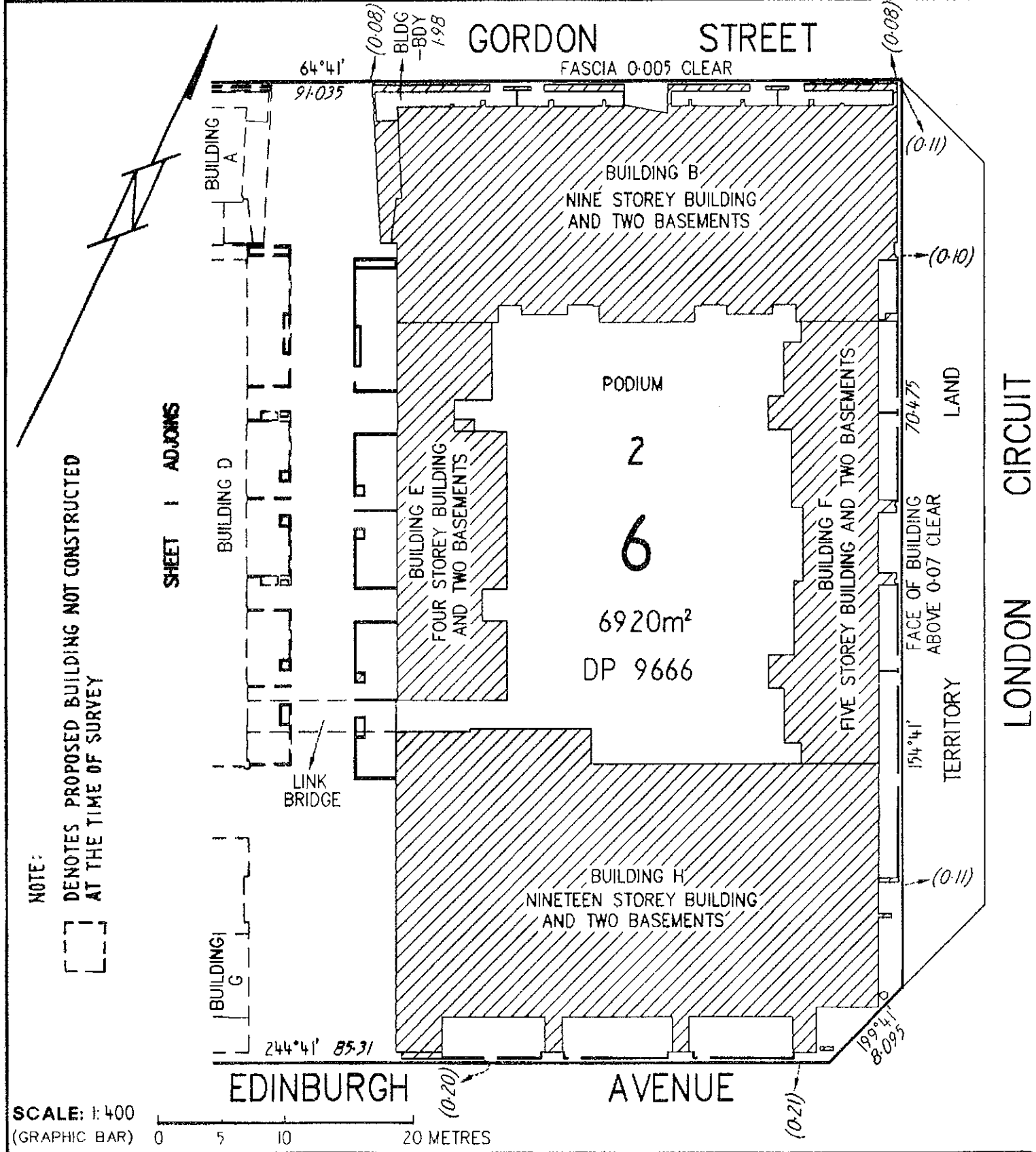
Signed for and on behalf of Section 6 Pty
 Ltd ACN 008 004 400 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B) A



NOTE:
 [] DENOTES PROPOSED BUILDING NOT CONSTRUCTED AT THE TIME OF SURVEY

SCALE: 1:400
 (GRAPHIC BAR) 0 5 10 20 METRES

EXECUTION
 Signed for and on behalf of Section 6 Pty
 Ltd ACN 088 011 400 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B) A

LEGEND SHEET

- D DENOTES DUCT
- ST DENOTES STAIR
- C DENOTES COLUMN
- S DENOTES STOREROOM
- CP DENOTES COMMON PROPERTY
- # DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF WALL
- ⌘ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF BLOCK WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD
YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

CARPORTS & STOREROOMS MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS. SUBSIDIARIES ARE SUBJECT TO THE PROVISION OF ACCESS FOR MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

EXECUTION

Signed for and on behalf of Section 6 Pty
144 ACN 008 001 ADD in accordance with

✓

ACT GOVERNMENT

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

Sheet No 3 of 44 Sheets

Form 1

SD

Form 087



ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued

SURVEYOR'S DECLARATION

1. LAND

Vol:Fol	Division	Section	Block	Deposited Plan No
1679 38	CITY	6	2	9666

Unit Plan No
3063

2. NAME OF MANAGER / OWNERS CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

INDEPENDENT BODY CORPORATE 28 AINSLIE AVENUE, CANBERRA CITY 2601

3. SURVEYOR'S DECLARATION

I BRIAN GORDON MILBURN

Of LANDdata SURVEYS PTY LIMITED PO BOX 363 FYSHWICK ACT 2609

A surveyor registered under the Surveyors Act 2001, hereby certify that ~~of units in Stage 1 being all units within buildings B,L,F,H as identified in schedule (sheet 18)~~

1. The survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me ~~under my immediate supervision~~ and was completed on 25 November 2006

2. The said survey is in accordance with the following Acts --

- (a) Unit Titles Act 2001;
- (b) Land Titles (Unit Titles) Act 1970;
- (c) Land Titles Act 1925; and any regulations made under those Acts, and is in accordance with the Surveyors Practice Directions 2003.

Cross Out Either Of Item 3 Or 3(A)-(C), Whichever Does Not Apply

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

OR

Please note 3(a)-(c) CANNOT apply if an encroachment occurs over a road or public place. An encroachment can only be registered if the encroachment is over two leased parcels and if there is an easement granted or to be granted to provide for the encroachment.

3(a)-(c)

- a. ~~all units and unit subdivisions 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 any material attached to it), beyond the boundaries of the parcel between two leased parcels; 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, as an appurtenance to the parcel.~~

4. Where an expression used in this form is defined in the Unit Titles Act 2001, that expression has the same meaning as in that Act.

Dated this twentieth day of December 2006

Signature of Registered Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 2001

Approved under the Unit Titles Act 2001 as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this eighth day of February 2007

Irma Sare

Delegate of the Authority / Executive

5. OFFICE USE ONLY

Lodged by	Registered by
Examined by	Registration Date
Data Entered by	

22 FEB 2007

Form 1

SD

Form 087



SURVEYOR'S DECLARATION

1. LAND

Vol:Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1679 38	CITY	6	2	9666	3063

2. NAME OF MANAGER / OWNERS CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

INDEPENDENT BODY CORPORATE 28 AINSLIE AVENUE CANBERRA CITY 2601

3. SURVEYOR'S DECLARATION

I BRIAN GORDON MILBURN

of LANDdata SURVEYS PTY LIMITED PO BOX 363 FYSHWICK ACT 2609

A surveyor registered under the Surveyors Act 2001, hereby certify that ^{*}of Buildings A,C,D & G as identified in schedule (sheet 18)

- The survey ^{*}represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on 18 June 2007
- The said survey is in accordance with the following Acts –
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and any regulations made under those Acts, and is in accordance with the Surveyors Practice Directions 2003.

Cross Out Either Of Item 3 Or 3(A)-3(C), Whichever Does Not Apply

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

OR

Please note 3(a)-(c) CANNOT apply if an encroachment occurs over a road or public place. An encroachment can only be registered if the encroachment is over two leased parcels and if there is an easement granted or to be granted to provide for the encroachment.

3(a)-(c)

- ~~all units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
- ~~the diagram clearly indicates the existence, nature and extent of any encroachment by a building (including any material attached to it), beyond the boundaries of the parcel between two leased parcels; and~~
- ~~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, as an appurtenance to the parcel.~~

- Where an expression used in this form is defined in the Unit Titles Act 2001, that expression has the same meaning as in that Act.

Dated this eighteenth day of June 20 07

Signature of Registered Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 2001

Approved under the Unit Titles Act 2001 as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this 11th day of July 20 07

Delegate of the Authority / Executive
Irma Sare

5. OFFICE USE ONLY

Lodged by		Registered by	
Examined by		Registration Date	18 JUL 2007
Data Entered by			

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	28	4	1803	43
2	27	4	1803	44
3	27	4	1803	45
4	28	4	1803	46
5	26	4	1801	68
6	26	4	1801	69
7	26	4	1801	70
8	26	4	1801	71
9	31	4	1803	47
10	26	4	1803	48
11	26	4	1803	49
12	26	4	1803	50
13	28	4	1803	51
14	23	4	1803	52
15	23	4	1803	53
16	23	4	1803	54
17	23	4	1803	55
18	21	4	1801	72
19	21	4	1801	73
20	21	4	1801	74
21	21	4	1801	75
22	29	4	1801	76
23	25	4	1801	77
24	25	4	1801	78
25	27	4	1801	79

Aggregate

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

Signature of Lessee

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

Volume

Folio

1801
Danielle KrajinnaDanielle Krajinna
Registrar-GeneralColumn 1 above is the schedule of unit entitlement approved for the
subdivision.

Dated Eighth this day of February 2007

Irma Sare
Delegate of the Authority/Executive

Deputy Registrar-General

SUE

Form 078

ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued**SCHEDULE OF UNIT ENTITLEMENTS**

61

1. LAND

District Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	28	5	1803	56
27	28	4	1803	57
28	21	4	1803	58
29	21	4	1803	59
30	27	4	1801	80
31	27	4	1801	81
32	27	4	1801	82
33	20	3	1801	83
34	31	4	1803	60
35	24	4	1803	61
36	24	4	1803	62
37	31	4	1803	63
38	24	4	1803	64
39	24	4	1803	65
40	30	4	1803	66
41	28	4	1801	84
42	22	4	1801	85
43	23	4	1801	86
44	31	4	1801	87
45	24	4	1801	88
46	24	4	1801	89
47	29	4	1801	90
48	33	4	1803	67
49	33	4	1803	68
50	26	6	1803	69

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
1801	67

SECTION 6 PTY LIMITED
Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Imma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General

Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	28	5	1803	56
27	28	4	1803	57
28	21	4	1803	58
29	21	4	1803	59
30	27	4	1801	80
31	27	4	1801	81
32	27	4	1801	82
33	20	3	1801	83
34	31	4	1803	60
35	24	4	1803	61
36	24	4	1803	62
37	31	5	1803	63
38	24	4	1803	64
39	24	4	1803	65
40	30	4	1803	66
41	28	4	1801	84
42	22	4	1801	85
43	23	4	1801	86
44	31	4	1801	87
45	24	4	1801	88
46	24	4	1801	89
47	29	4	1801	90
48	33	4	1801	67
49	33	4	1801	68
50	26	6	1801	69
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:	

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

SECTION 6 PTY LIMITED

Signature of Lessee

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

Dated 11th this day of July 2007

Irma Sare

Delegate of the Authority/Executive

Volume

Folio

1801

67

Brett Phillips
Registrar-General



Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

Division	Section	Block	Unit Plan No
CITY	6	2	3063


2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	28	6	1803	70
52	28	7	1803	71
53	28	6	1803	72
54	24	6	1801	91
55	26	6	1801	92
56	26	6	1801	93
57	26	6	1801	94
58	29	4	1801	95
59	29	4	1801	96
60	29	4	1803	73
61	29	3	1803	74
62	22	3	1803	75
63	23	3	1803	76
64	23	3	1803	77
65	22	3	1803	78
66	30	4	1803	79
67	22	3	1803	80
68	20	3	1801	97
69	27	4	1801	98
70	20	3	1801	99
71	21	3	1801	100
72	31	4	1803	81
73	24	4	1803	82
74	25	4	1803	83
75	31	3	1803	84

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:

SECTION 6 PTY LIMITED
Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001


Signature of Lessee

Volume

Folio

1801

67

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

Dated Eighth this day of February 2007



Irma Sare

Delegate of the Authority/Executive



Danielle Krajina
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	24	4	1803	85
77	24	4	1803	86
78	31	4	1803	87
79	29	4	1802	1
80	23	4	1802	2
81	23	4	1802	3
82	29	3	1802	4
83	25	4	1802	5
84	23	4	1802	6
85	29	4	1802	7
86	33	4	1803	88
87	33	4	1803	89
88	30	4	1802	8
89	30	5	1802	9
90	29	5	1803	90
91	21	3	1803	91
92	21	3	1803	92
93	22	3	1803	93
94	23	3	1803	94
95	22	3	1803	95
96	22	3	1803	96
97	30	4	1803	97
98	22	3	1803	98
99	21	3	1802	10
100	27	5	1802	11

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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001.

[Signature]
Signature of Lessee

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

Dated Eight this day of February 2007

[Signature]
Ima Sare
Delegate of the Authority/Executive

[Signature]

Danielle Krajina
Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	20	3	1802	12
102	27	4	1802	13
103	20	3	1802	14
104	20	3	1802	15
105	21	3	1802	16
106	21	4	1803	99
107	21	3	1803	100
108	22	4	1804	1
109	21	4	1802	17
110	22	3	1802	18
111	21	4	1802	19
112	34	4	1804	2
113	34	4	1804	3
114	31	4	1802	19 20
115	31	4	1802	20 21
116	30	5	1804	4
117	22	3	1804	5
118	22	3	1804	6
119	23	3	1804	7
120	23	3	1804	8
121	23	3	1804	9
122	23	3	1804	10
123	31	4	1804	11
124	23	3	1804	12
125	21	3	1802	22

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

1801

67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Imma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General

Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	21	3	1802	23
127	21	3	1802	24
128	28	5	1802	25
129	20	3	1802	26
130	28	4	1802	27
131	21	3	1802	28
132	21	3	1802	29
133	21	3	1802	30
134	32	4	1804	13
135	24	4	1804	14
136	24	4	1804	15
137	31	3	1804	16
138	24	4	1804	17
139	25	4	1804	18
140	32	4	1804	19
141	29	4	1802	31
142	23	4	1802	32
143	23	4	1802	33
144	30	3	1802	34
145	25	4	1802	35
146	23	4	1802	36
147	30	4	1802	37
148	30	5	1804	20
149	22	3	1804	21
150	22	3	1804	22

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
1801	67

SECTION 6 PTY LIMITED
Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General

Deputy Registrar-General

SUE

Form 078

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

Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	23	3	1804	23
152	23	3	1804	24
153	23	3	1804	25
154	23	3	1804	26
155	29	4	1804	27
156	23	3	1804	28
157	21	3	1802	38
158	21	3	1802	39
159	21	3	1802	40
160	29	5	1802	41
161	21	3	1802	42
162	29	4	1802	43
163	21	3	1802	44
164	21	3	1802	45
165	21	3	1802	46
166	33	4	1804	29
167	25	4	1804	30
168	25	4	1804	31
169	32	3	1804	32
170	24	4	1804	33
171	24	4	1804	34
172	32	4	1804	35
173	30	4	1802	47
174	25	4	1802	48
175	24	4	1802	49

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

1801

67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina

Danielle Krajina
Registrar-General

Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	31	3	1802	50
177	24	4	1802	51
178	23	4	1802	52
179	31	4	1802	53
180	31	5	1804	36
181	23	3	1804	37
182	23	3	1804	38
183	23	3	1804	39
184	23	3	1804	40
185	23	3	1804	41
186	23	3	1804	42
187	32	4	1804	43
188	23	3	1804	44
189	21	3	1802	54
190	21	3	1802	55
191	21	3	1802	56
192	29	4	1802	57
193	21	3	1802	58
194	29	4	1802	59
195	21	3	1802	60
196	21	3	1802	61
197	22	3	1802	62
198	25	4	1804	45
199	29	3	1804	46
200	25	4	1804	47
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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General

Deputy Registrar-General



ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued

SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	24	4	1802	63
202	28	3	1802	64
203	24	4	1802	65
204	32	4	1804	48
205	23	3	1804	49
206	23	3	1804	50
207	24	3	1804	51
208	24	3	1804	52
209	24	3	1804	53
210	24	3	1804	54
211	33	4	1804	55
212	24	3	1804	56
213	24	3	1802	66
214	22	3	1802	67
215	22	3	1802	68
216	30	4	1802	69
217	22	3	1802	70
218	30	4	1802	71
219	22	3	1802	72
220	22	3	1802	73
221	23	3	1802	74
222	48	5	1804	57
223	26	4	1804	58
224	33	3	1804	59
225	26	4	1804	60

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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

[Signature]
Signature of Lessee

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

Dated Eighth this day of February 2007

[Signature]
Irma Sare
Delegate of the Authority/Executive

[Signature]
Danielle Krajina
Registrar-General
Deputy Registrar-General



SUE

Form 078

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

District/Division	Section	Block
CITY	6	2

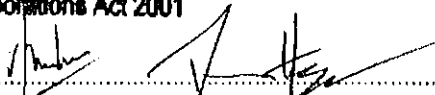
Unit Plan No

3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	24	4	1802	63
202	28	3	1802	64
203	24	4	1802	65
204	32	4	1804	48
205	23	3	1804	49
206	23	3	1804	50
207	24	3	1804	51
208	24	3	1804	52
209	24	3	1804	53
210	24	3	1804	54
211	33	4	1804	55
212	24	3	1804	56
213	24	3	1802	66
214	22	3	1802	67
215	22	3	1802	68
216	30	4	1802	69
217	22	3	1802	70
218	30	4	1802	71
219	22	3	1802	72
220	22	3	1802	73
221	23	3	1802	74
222	48	5	1804	57
223	26	4	1804	58
224	33	3	1804	59
225	26	4	1804	60

Aggregate
Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001


Signature of Lessee

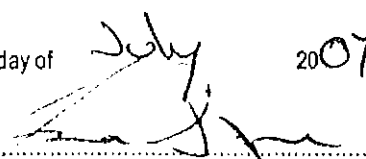
The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
1801	67

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

Dated 11th this day of July 2007

Irma Sare


Delegate of the Authority/Executive


Brett Phillips
Registrar-General



Deputy Registrar-General

SUE

Form 073



ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	47	4	1804	61
227	44	4	1802	75
228	25	4	1802	76
229	32	3	1802	77
230	25	4	1802	78
231	46	5	1802	79
232	33	4	1804	62
233	24	3	1804	63
234	24	3	1804	64
235	25	3	1804	65
236	25	3	1804	66
237	25	3	1804	67
238	25	3	1804	68
239	34	4	1804	69
240	25	3	1804	70
241	23	3	1802	80
242	23	3	1802	81
243	23	3	1802	82
244	31	4	1802	83
245	23	3	1802	84
246	31	4	1802	85
247	23	3	1802	86
248	23	3	1802	87
249	23	3	1802	88
250	53	4	1804	71
Aggregate	735	88		

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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001.

[Signature]
Signature of Lessee

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

Dated Eighth this day of February 2007

[Signature]
Irma Sare
Delegate of the Authority/Executive

[Signature]

Danielle Krajina
Registrar-General



Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block
CITY	6	2

Unit Plan No

3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	47	5	1804	61
227	44	4	1802	75
228	25	4	1802	76
229	32	3	1802	77
230	25	4	1802	78
231	46	5	1802	79
232	33	4	1804	62
233	24	3	1804	63
234	24	3	1804	64
235	25	3	1804	65
236	25	3	1804	66
237	25	3	1804	67
238	25	3	1804	68
239	34	4	1804	69
240	25	3	1804	70
241	23	3	1802	80
242	23	3	1802	81
243	23	3	1802	82
244	31	4	1802	83
245	23	3	1802	84
246	31	4	1802	85
247	23	3	1802	86
248	23	3	1802	87
249	23	3	1802	88
250	53	4	1804	71

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

1801

67

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated - 11th - this day of

Irma Sare

Delegate of the Authority/Executive

Brett Phillips
Registrar-General

Deputy Registrar-General



SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	42	3	1804	72
252	46	4	1804	73
253	54	4	1804	74
254	25	3	1804	75
255	23	3	1802	89
256	23	3	1802	90
257	23	3	1802	91
258	31	4	1802	92
259	23	3	1802	93
260	31	4	1802	94
261	24	4	1802	95
262	24	3	1802	96
263	24	3	1802	97
264	54	4	1804	76
265	35	5	1804	77
266	37	5	1804	78
267	55	4	1804	79
268	26	3	1804	80
269	24	3	1802	98
270	24	3	1802	99
271	25	3	1802	100
272	34	4	1803	1
273	24	3	1803	2
274	32	4	1803	3
275	24	3	1803	4
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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina

Registrar-General Deputy Registrar-General



SUE

Form 378

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

District Division	Section	Block
CITY	6	2

Unit Plan No
3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	24	3	1803	5
277	25	3	1803	6
278	54	4	1804	81
279	36	5	1804	82
280	37	5	1804	83
281	56	4	1804	84
282	27	3	1804	85
283	30	3	1803	7
284	25	3	1803	8
285	33	4	1803	9
286	25	3	1803	10
287	50	4	1803	11
288	43	4	1803	12
289	55	4	1804	86
290	37	5	1804	87
291	38	5	1804	88
292	57	4	1804	89
293	28	3	1804	90
294	28	4	1803	13
295	25	3	1803	14
296	34	4	1803	15
297	25	3	1803	16
298	54	6	1803	17
299	35	5	1803	18
300	56	4	1804	91

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

1801

67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001.

Signature of Lessee

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

Dated Eighth this day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General

Deputy Registrar-General



**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District /Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	38	5	1804	92
302	39	5	1804	93
303	58	4	1804	94
304	29	3	1804	95
305	28	4	1803	19
306	25	3	1803	20
307	35	4	1803	21
308	25	3	1803	22
309	52	5	1803	23
310	33	5	1803	24
311	57	4	1804	96
312	39	5	1804	97
313	40	5	1804	98
314	58	4	1804	99
315	29	3	1804	100
316	28	4	1803	25
317	27	3	1803	26
318	36	4	1803	27
319	26	3	1803	28
320	53	5	1803	29
321	37	5	1803	30
322	58	4	1805	1
323	40	5	1805	2
324	42	5	1805	3
325	59	4	1805	4
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
1801	67

SECTION 6 PTY LIMITED

Signed for and on behalf of Section 6 Pty Ltd ACN 088 001 498 in accordance with Section 127 of the Corporations Act 2001

Signature of Lessee

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

Dated Eighth this day of February 2007

Irma Sare

Delegate of the Authority/Executive

Danielle Krajina
Registrar-General



Deputy Registrar-General



ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued

SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CITY	6	2	3063

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	30	5	1805	5
327	28	4	1803	31
328	27	3	1803	32
329	37	4	1803	33
330	26	3	1803	34
331	54	5	1803	35
332	38	5	1803	36
333	28	4	1803	37
334	27	3	1803	38
335	42	4	1803	39
336	27	3	1803	40
337	55	5	1803	41
338	44	5	1803	42
339	92	9	1805	6
340	80	6	1805	7
341	99	5	1805	8
342	99	7	1805	9
Aggregate	10,000	1292		

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
1801	67

SECTION 6 PTY LIMITED
Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001
[Signature]
Signature of Lessee

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

Dated Eighth this day of February 2007

[Signature]
Irma Sare
Delegate of the Authority/Executive

[Signature]
Danielle Krajina
Registrar-General
[Signature]
Deputy Registrar-General



**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
CITY	6	2	3003

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	30	3	1805	5
327	28	4	1803	31
328	27	3	1803	32
329	37	4	1803	33
330	26	3	1803	34
331	54	5	1803	35
332	38	5	1803	36
333	28	4	1803	37
334	27	3	1803	38
335	42	4	1803	39
336	27	3	1803	40
337	55	5	1803	41
338	44	5	1803	42
339	92	9	1805	6
340	80	6	1805	7
341	99	5	1805	8
342	99	7	1805	9
Aggregate	10,000	1294		
Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001			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:	
 Signature of Lessee			Volume	Folio
			1801	67
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 Brett Phillips Registrar-General Deputy Registrar-General 	
Dated 11 th this day of July - 2007 Irma Sare Delegate of the Authority/Executive				

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15352
Registered 18/7/2007
Replacement Sheets Issued

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B) A

SCHEDULE SHEET

BUILDING	UNIT NO	SHEET NO
BUILDING A	1-4	19-20
	34-40	20-21
	72-78	22-23
	106-108	23
	134-140	23-24
	166-172	25-26
	198-200	26
	222-226	26-27
BUILDING B	5-8	28-31
	41-47	32-33
	79-85	34-35
	109-111	36-37
	141-147	38
	173-179	39-40
	201-203	40
	227-231	40-41
BUILDING C	9-12	42-43 & 62-63
	48-49	44
	86-87	45
	112-113	46
BUILDING D	13-17	47-48
	50-53	49-50
BUILDING E	18-20	52-53
	21	78 & 80
	54-57	54-55
BUILDING F	22-26, 25	56-57 & 79, 81
	58-59	58
	88-89	59
	114-115	60

BUILDING	UNIT NO	SHEET NO
BUILDING G	26-29	62-63
	60-67	64
	90-98	65
	116-124	66
	148-156	67
	180-188	68
	204-212	69
	232-240	70
	250-254	71
	264-268	72
	278-282	73
	289-293	74
	300-304	75
BUILDING H	311-315	76
	322-326	77
	30-33	78-81
	68-71	82
	99-105	83-84
	125-133	85-86
	157-165	87-88
	189-197	89-90
	213-221	91-92
	241-249	93-94
255-263	95-96	
269-277	97-98	
283-288	99-100	
294-299	101	
305-310	102	
316-321	103	
327-332	104	
333-342	105-107	

NOTE: BUILDINGS B, E, F & H HAVE BEEN COMPLETED AS AT 25 NOVEMBER 2006 Stage 1

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

 FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B) **A**

SCHEDULE SHEET

	UNIT NO	SHEET NO
BUILDING A		
	1-4	19-20
	34-40	20-21
	72-78	22-23
	106-108	23
	134-140	23-24
	166-172	25-26
	198-200	26
	222-226	26-27
BUILDING B		
	5-8	28-31
	41-47	32-33
	79-85	34-35
	109-111	36-37
	141-147	38
	173-179	39-40
	201-203	40
	227-231	40-41
BUILDING C		
	9-12	42-43 & 62-63
	48-49	44
	86-87	45
	112-113	46
BUILDING D		
	13-17	47-48
	50-53	49-50
BUILDING E		
	18-20	52-53
	21	78 & 80
	54-57	54-55
BUILDING F		
	22-25	56-57, 79 & 81
	58-59	58
	88-89	59
	114-115	60

	UNIT NO	SHEET NO
BUILDING G		
	26-29	62-63
	60-67	64
	90-98	65
	116-124	66
	148-156	67
	180-188	68
	204-212	69
	232-240	70
	250-254	71
	264-268	72
	278-282	73
	289-293	74
	300-304	75
	311-315	76
	322-326	77
BUILDING H		
	30-33	78-81
	68-71	82
	99-105	83-84
	125-133	85-86
	157-165	87-88
	189-197	89-90
	213-221	91-92
	241-249	93-94
	255-263	95-96
	269-277	97-98
	283-288	99-100
	294-299	101
	305-310	102
	316-321	103
	327-332	104
	333-342	105-107

EXECUTION

Signed for and on behalf of Section 8 Pty
 L M A C N 008 004 100

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535
Registered 18/7/2007
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING A

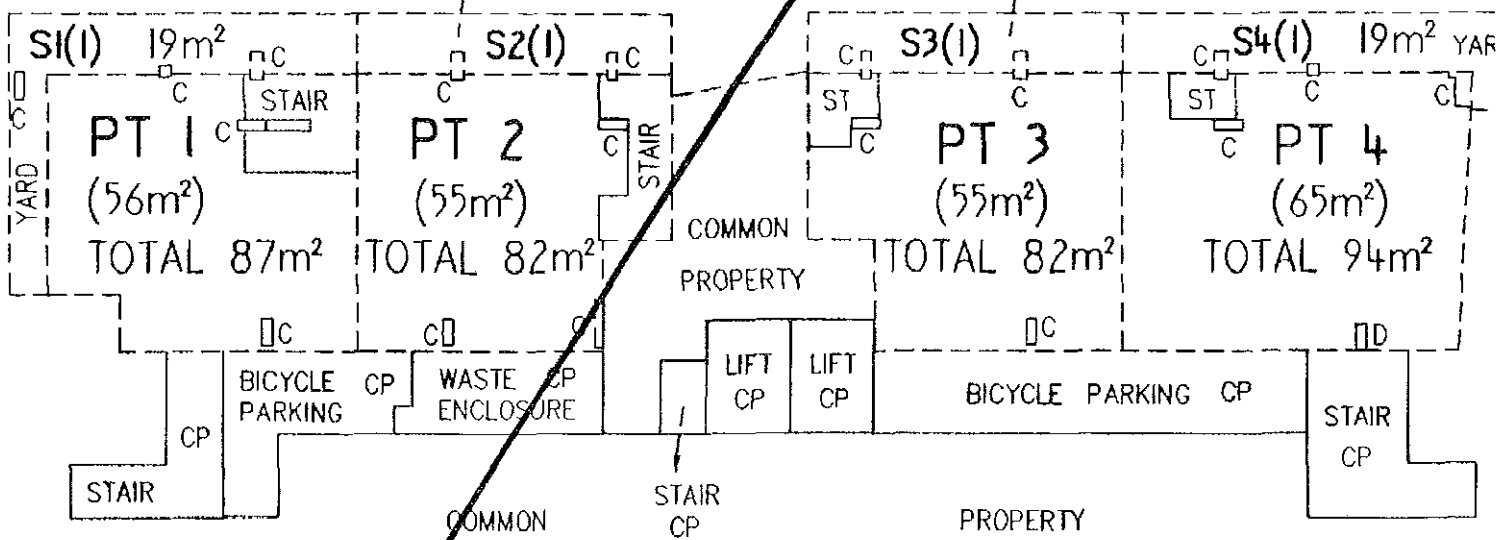
LEGEND (SEE SHEET 2A)

GORDON

STREET

13m²
YARD

13m²
YARD



SHEET 42 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

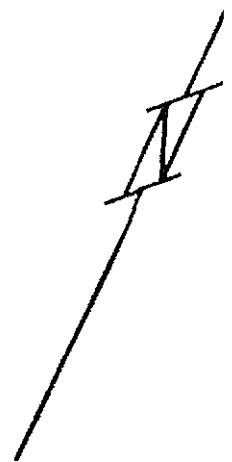
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT

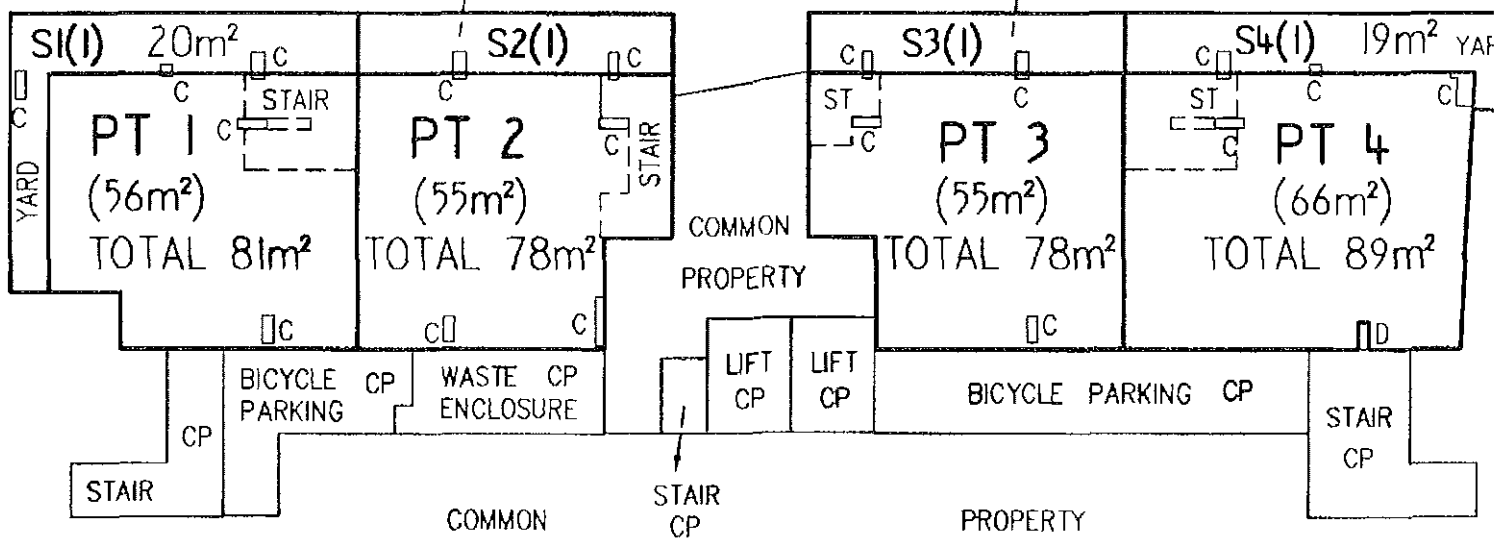
IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING A

LEGEND (SEE SHEET 2A)



GORDON 13m² YARD 13m² YARD STREET



SHEET 42 ADJOINS

SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

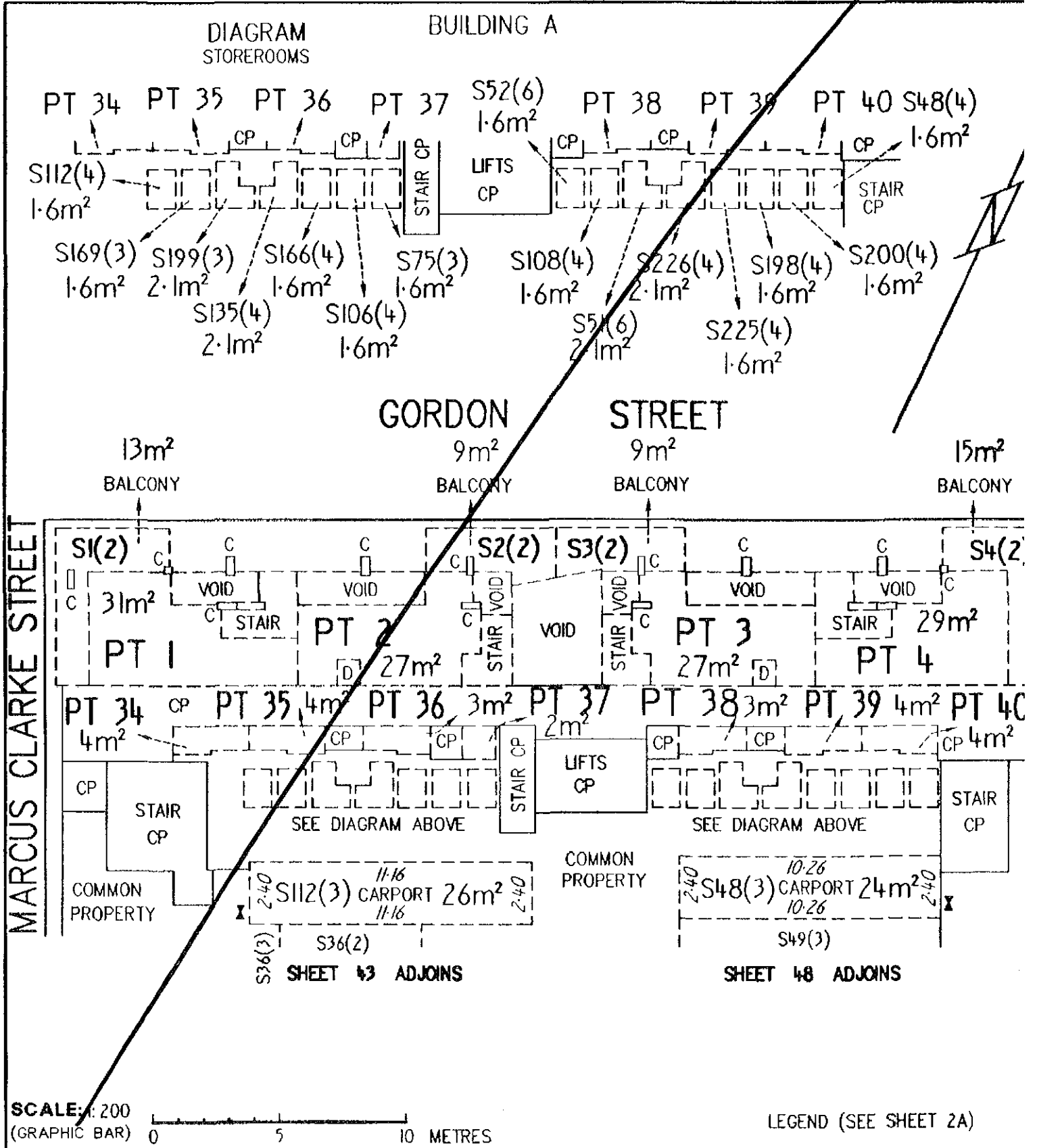
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153520
Registered 18/7/2007
Replacement Sheets Issue

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



SHEET 43 ADJOINS

SHEET 48 ADJOINS

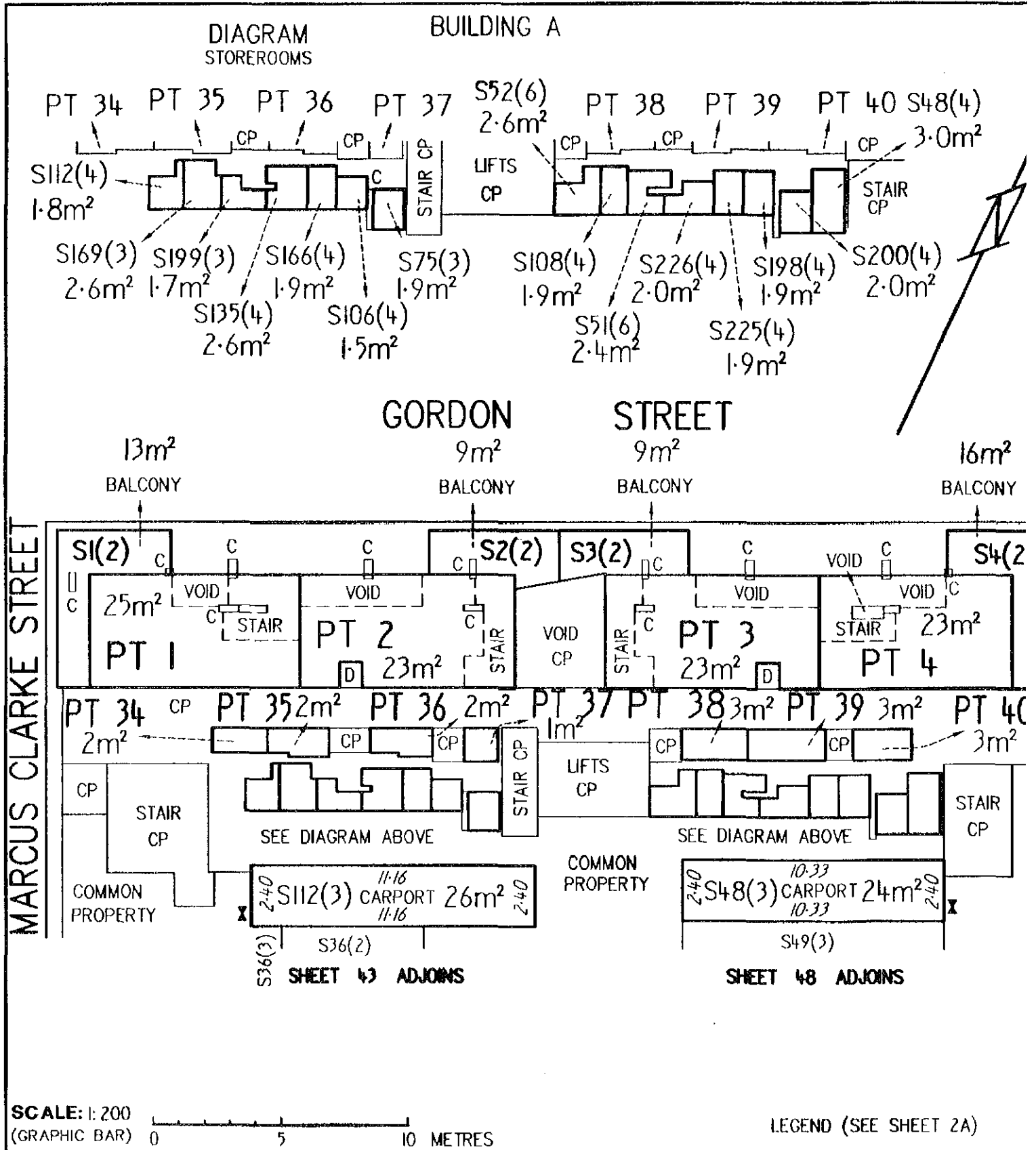
LAND

DISTRIGT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE. 4. CLASS OF UNITS (A or B) UNIT. SUBSIDIA



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

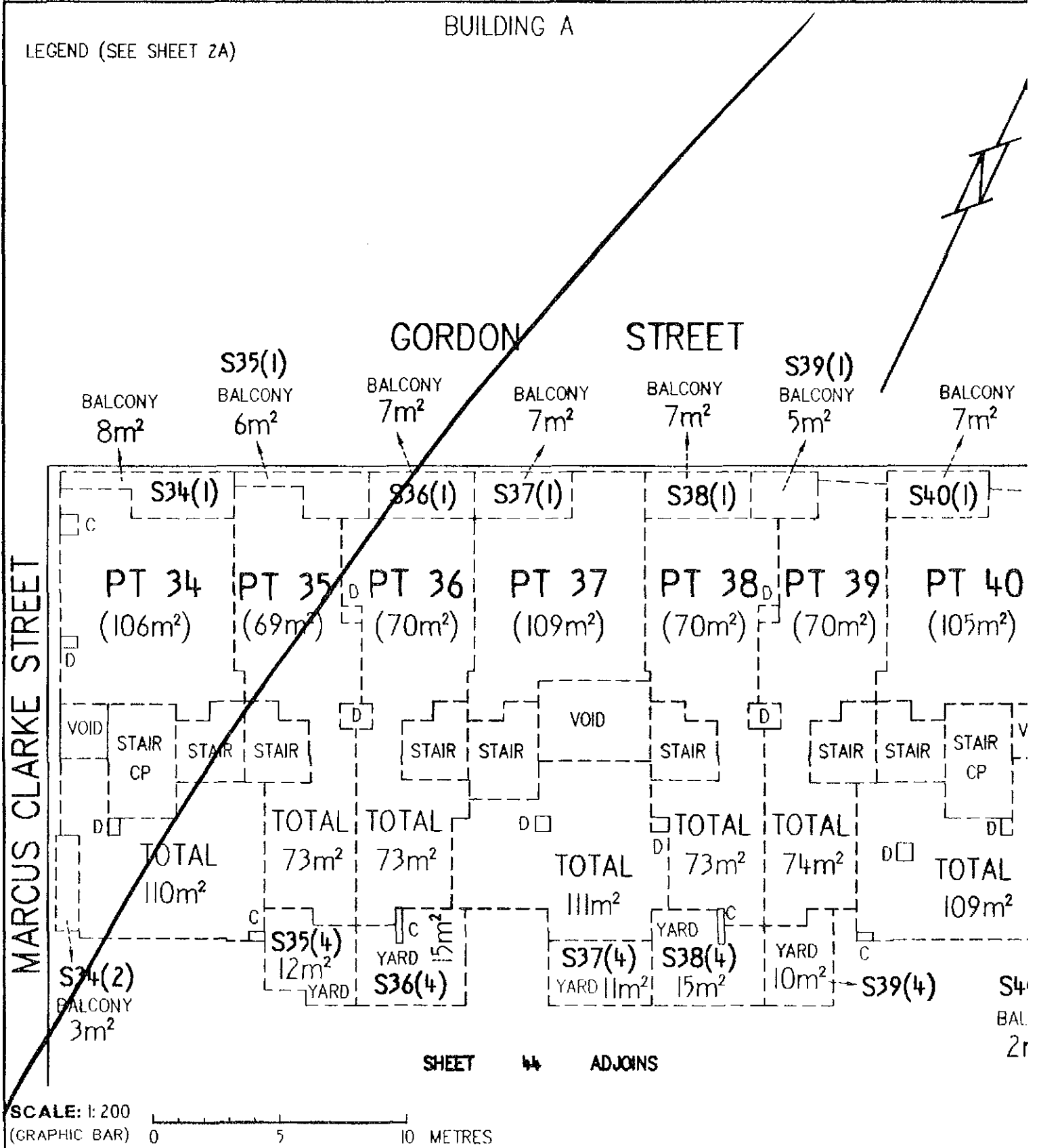
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535:
Registered 18/7/2007
Replacement Sheets Issu

SITE PLAN FLOOR PLAN (tick appropriate box)

(Handwritten mark)

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION
Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

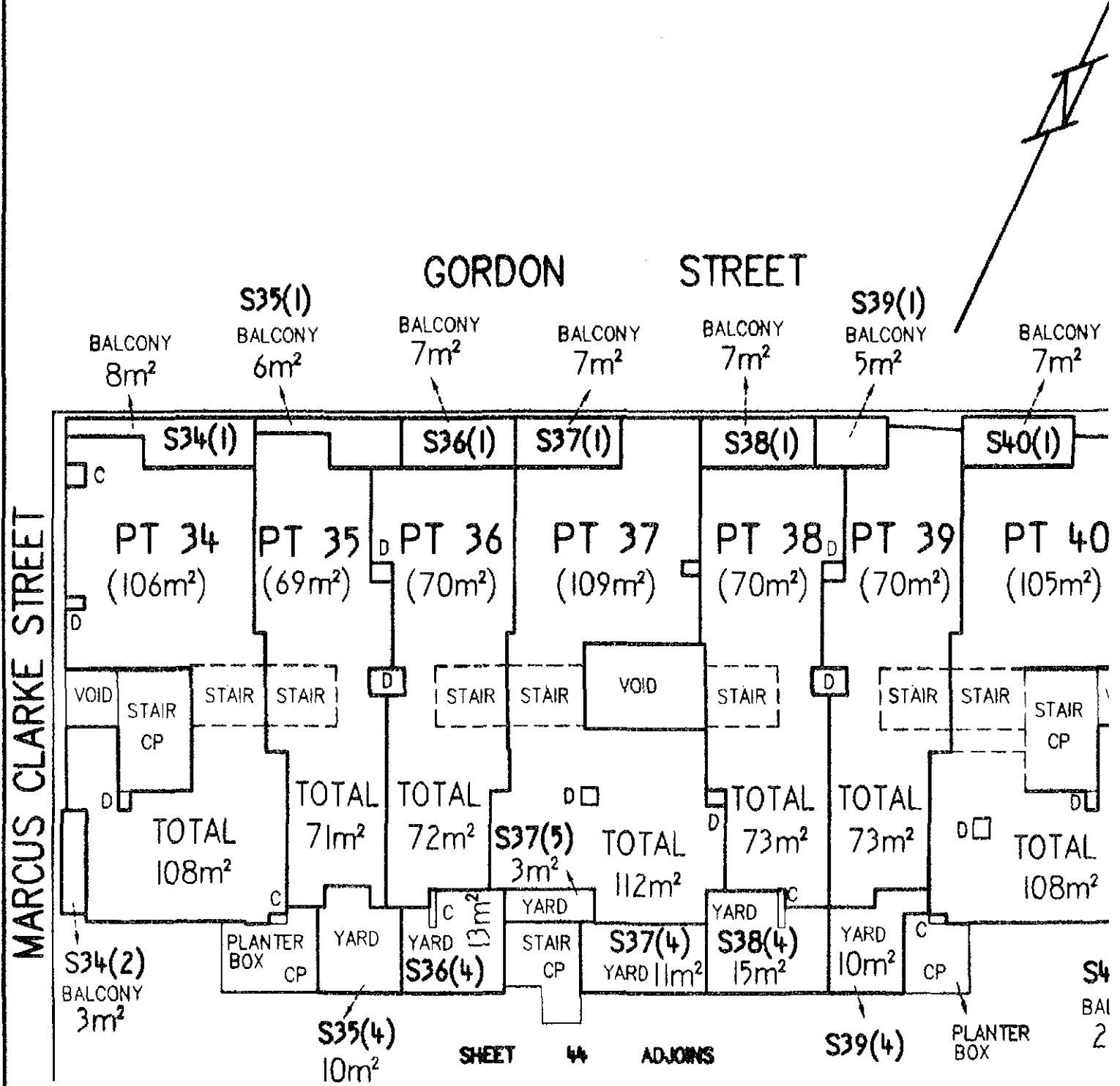
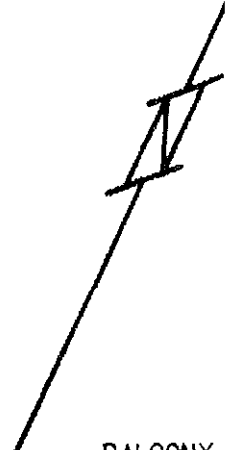
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING A

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

GORDON STREET

SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

SHEET 44 ADJOINS

S4
BAL
2

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
 Registered 18/7/2007
 Replacement Sheets Issued

SITE PLAN FLOOR PLAN (tick appropriate box)

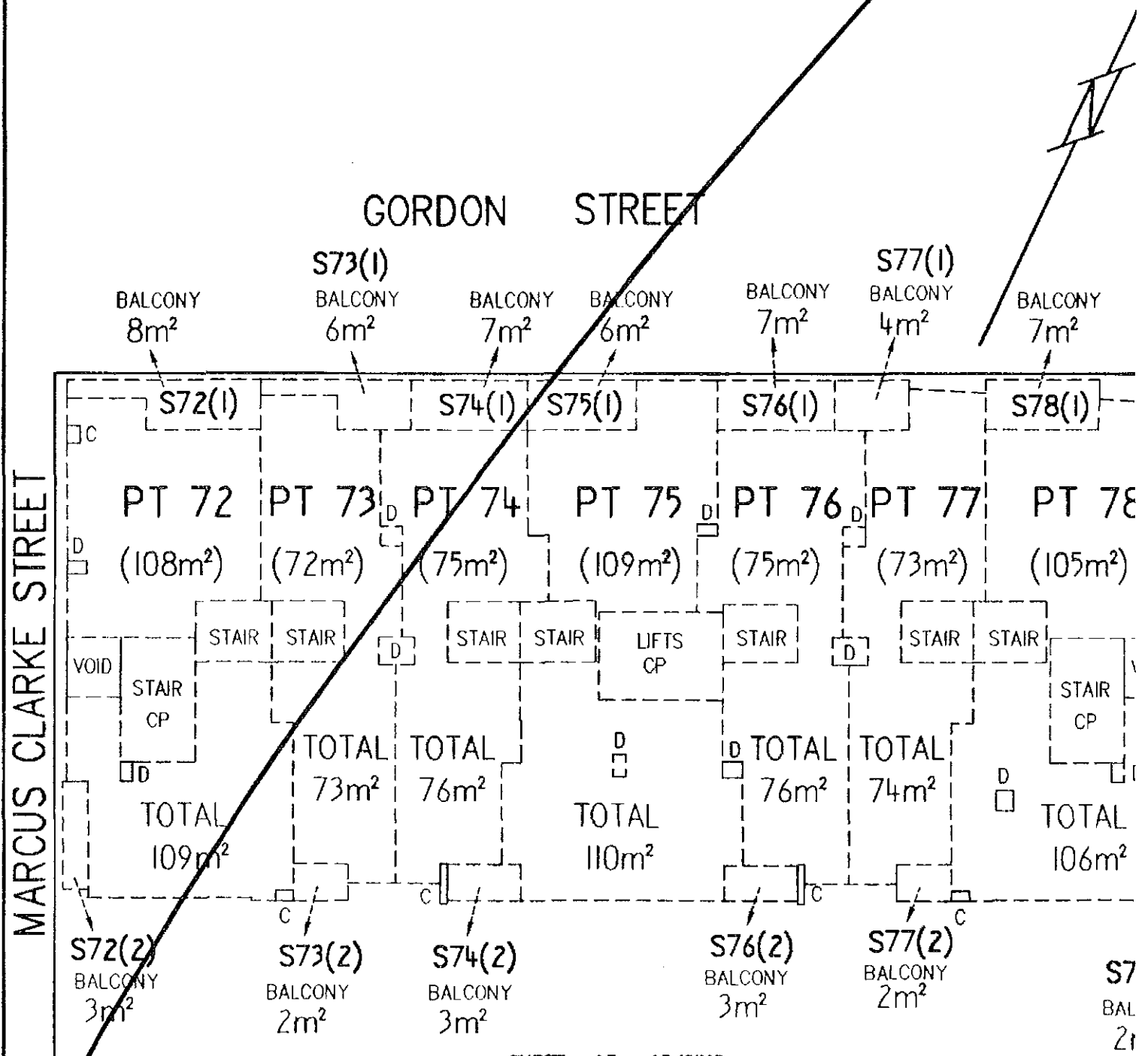
①

CLASS

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING A

LEGEND (SEE SHEET 2A)



SHEET 45 ADJOINS

SCALE: 1:200

(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

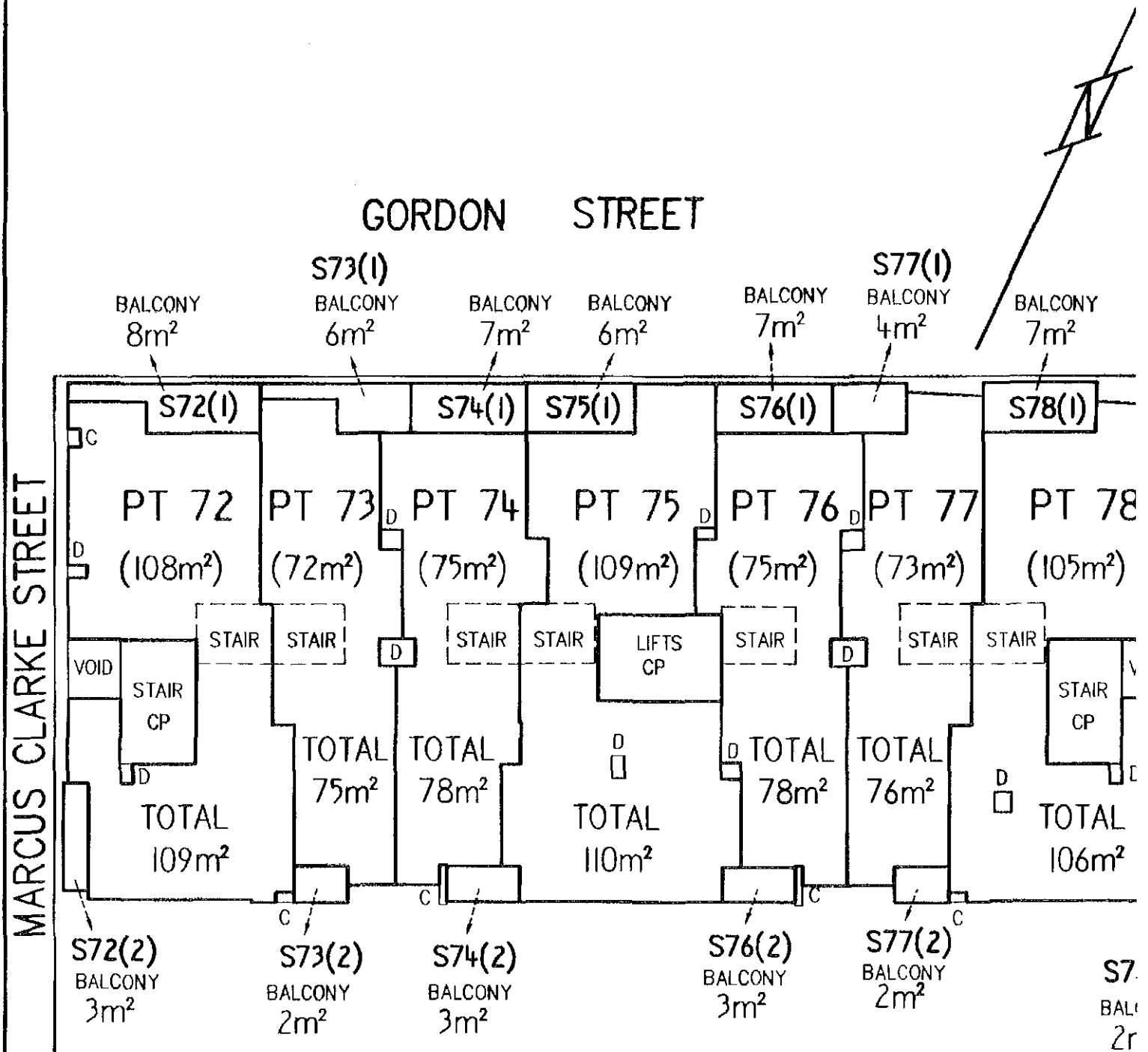
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING A

LEGEND (SEE SHEET 2A)



SHEET 49 ADJOINS

SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty
 1 M A C N 098 001 400 in accordance with

LAND

ALUP 1535207 and 1535
Registered 18/7/2007
Replacement Sheets Iss

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

01

CLASS A UNIT
UNIT SUBSIDY

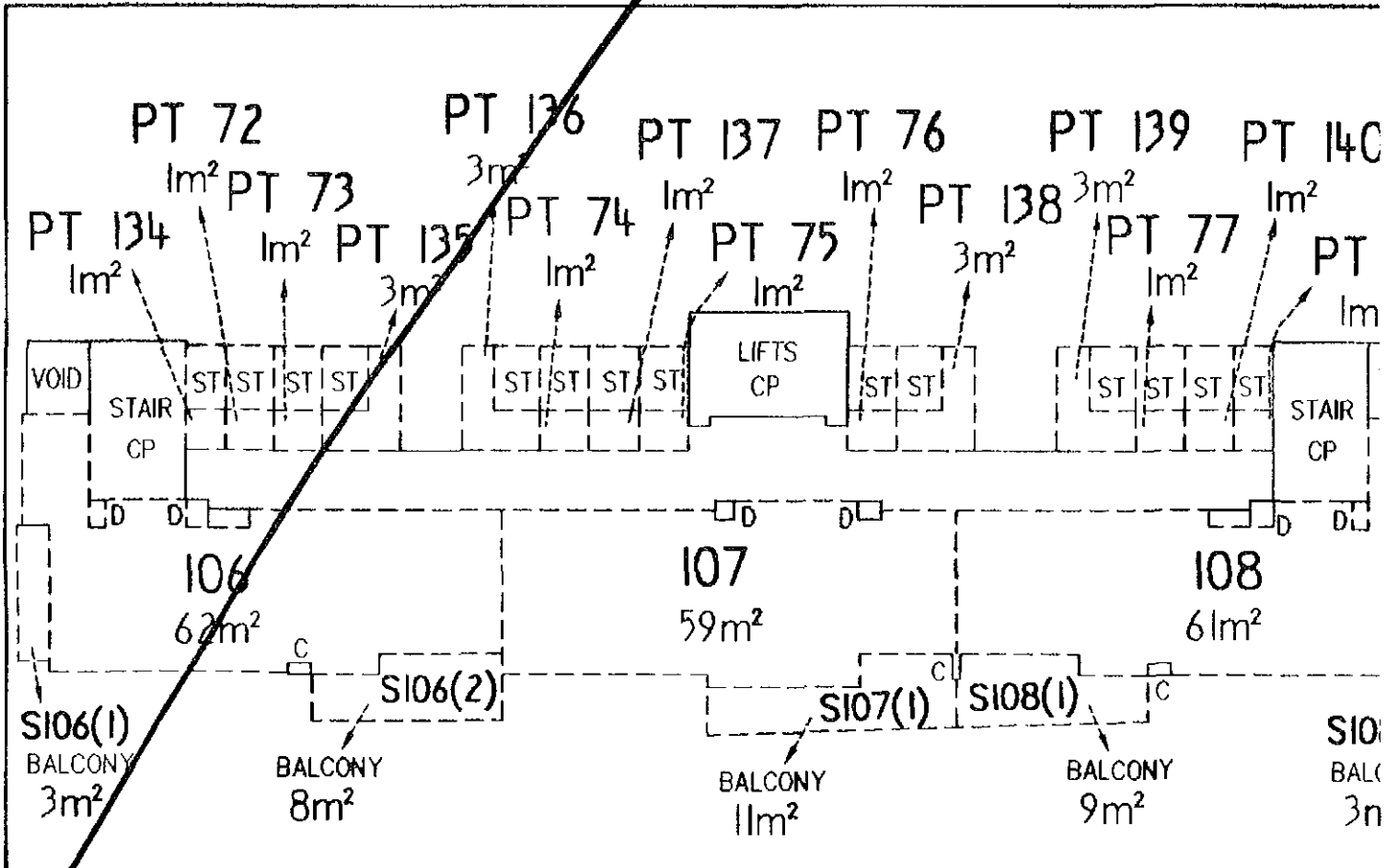
IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B)

BUILDING A

LEGEND (SEE SHEET 2A)

GORDON STREET

MARCUS CLARKE STREET



SHEET 46 ADJOINS

SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

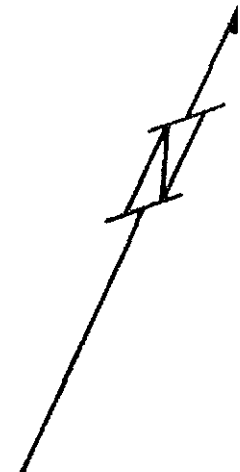
CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

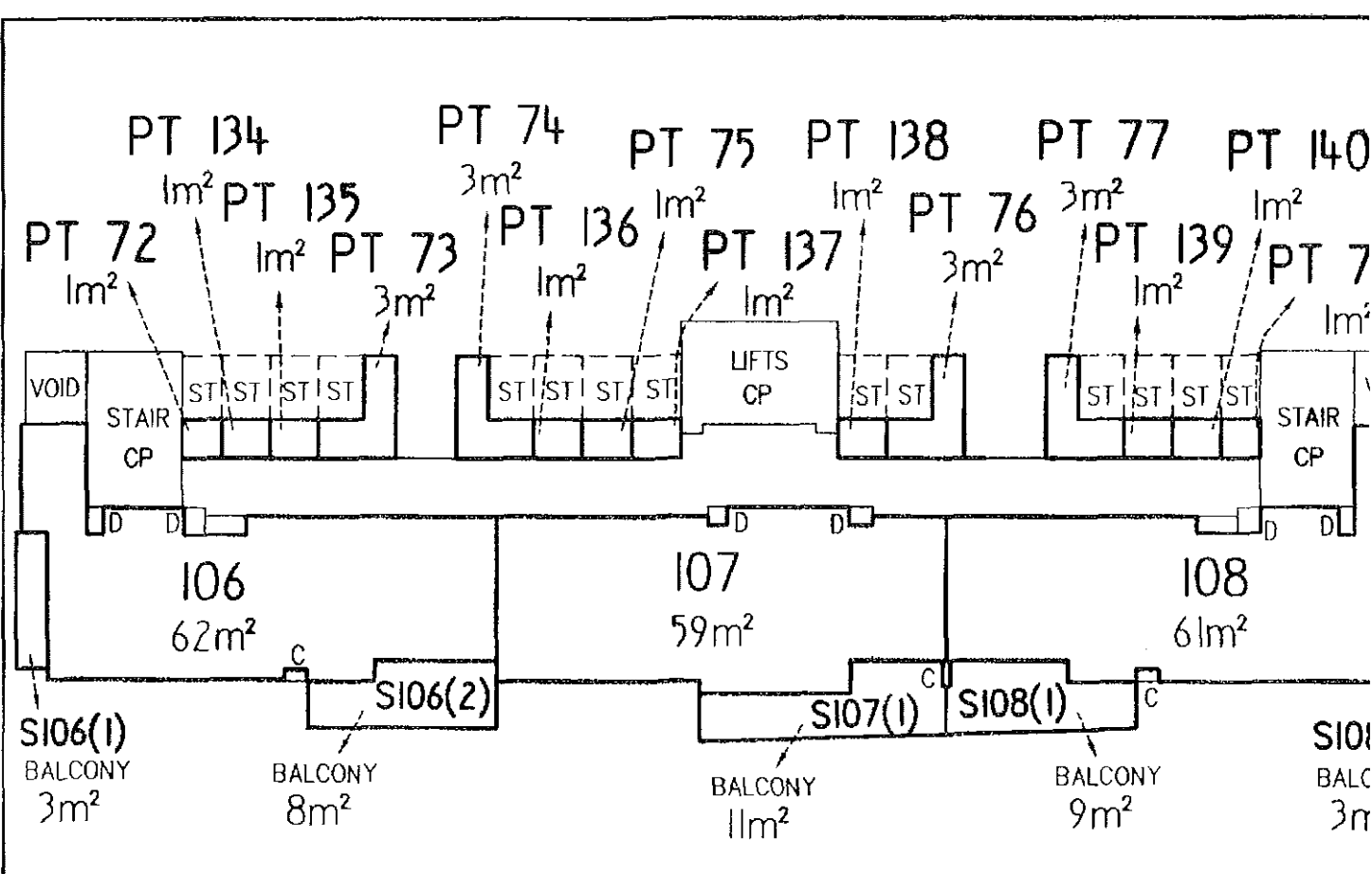
BUILDING A

LEGEND (SEE SHEET 2A)

GORDON STREET



MARCUS CLARKE STREET



SHEET 46 ADJOINS

SCALE: 1:200

(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
Registered 18/7/200
Replacement Sheets Issued

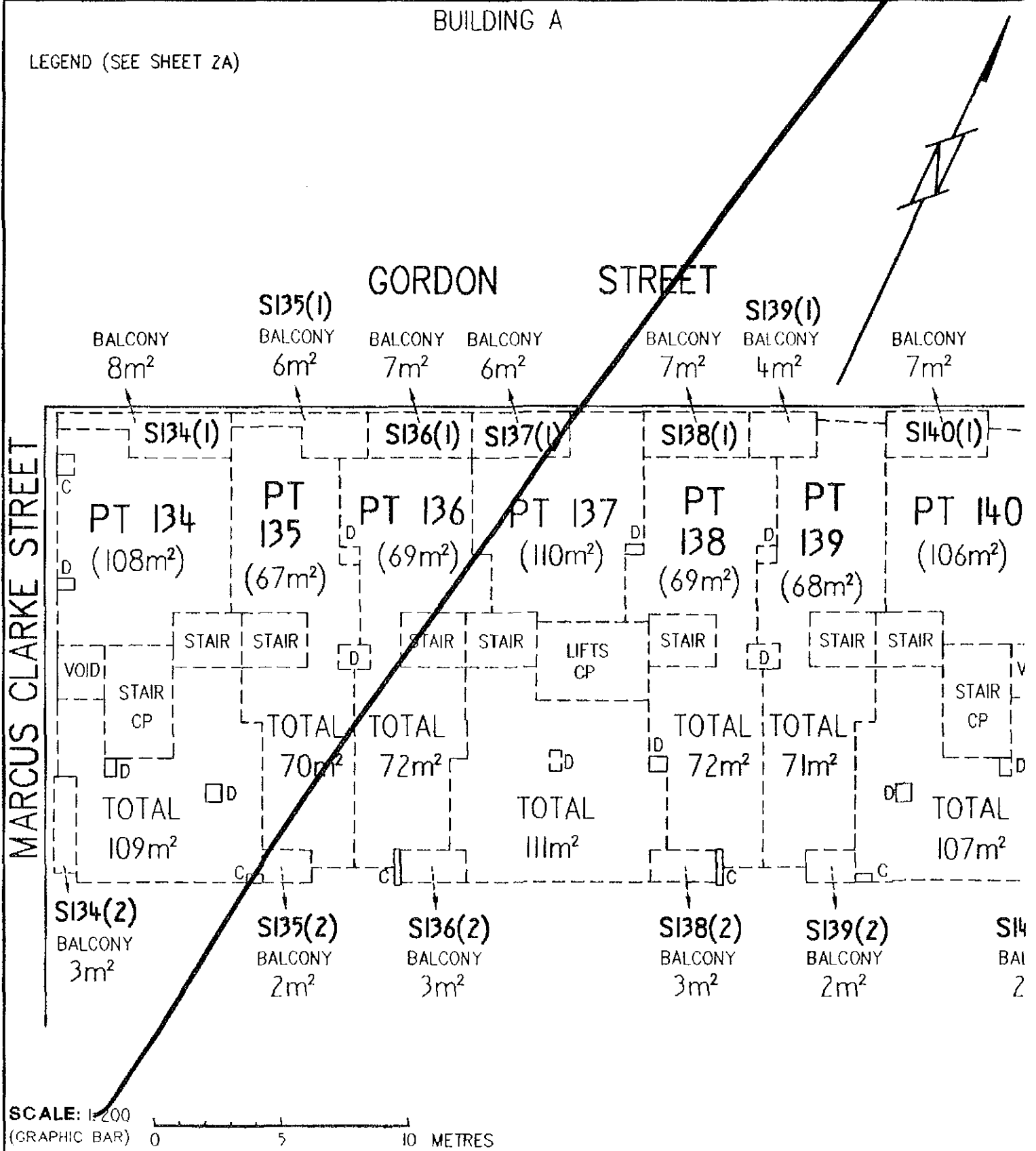


SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **FOURTH** 4. CLASS OF UNITS (A or B) **UNIT SUBSIDIA**

BUILDING A

LEGEND (SEE SHEET 2A)



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

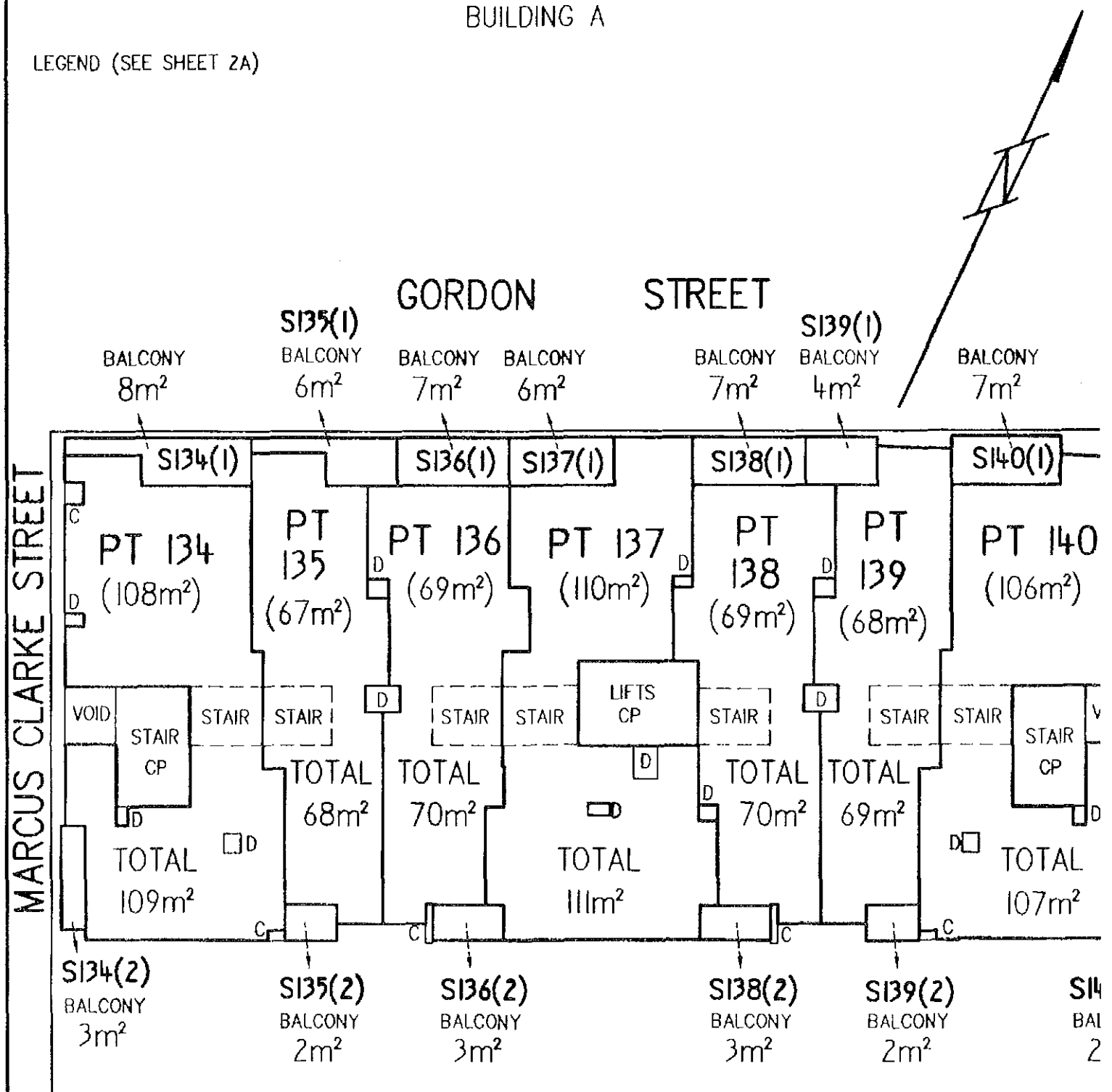
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING A

LEGEND (SEE SHEET 2A)



SCALE: 1:200 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15352
 Registered 18/7/2007
 Replacement Sheets Issu

SITE PLAN FLOOR PLAN (tick appropriate box)

AW

IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

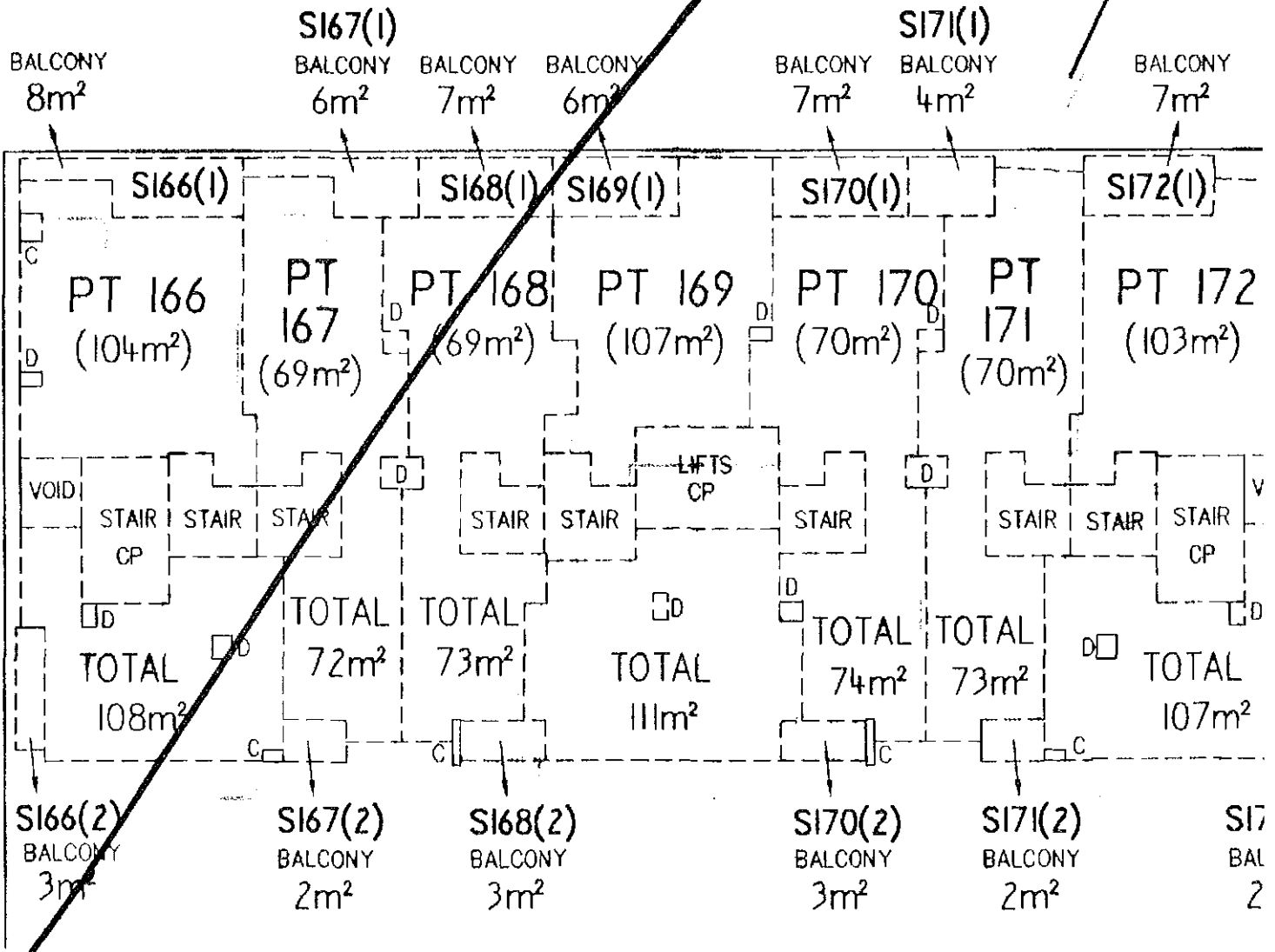
CLASS A UNIT

BUILDING A

LEGEND (SEE SHEET 2A)

GORDON STREET

MARCUS CLARKE STREET



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

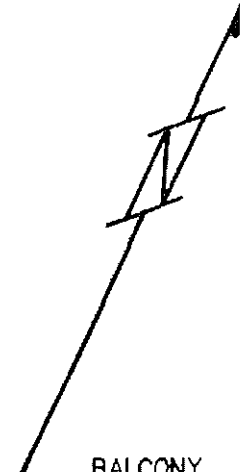
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER **FIFTH** **4. CLASS OF UNITS (A or B) UNIT SUBSIDIA**

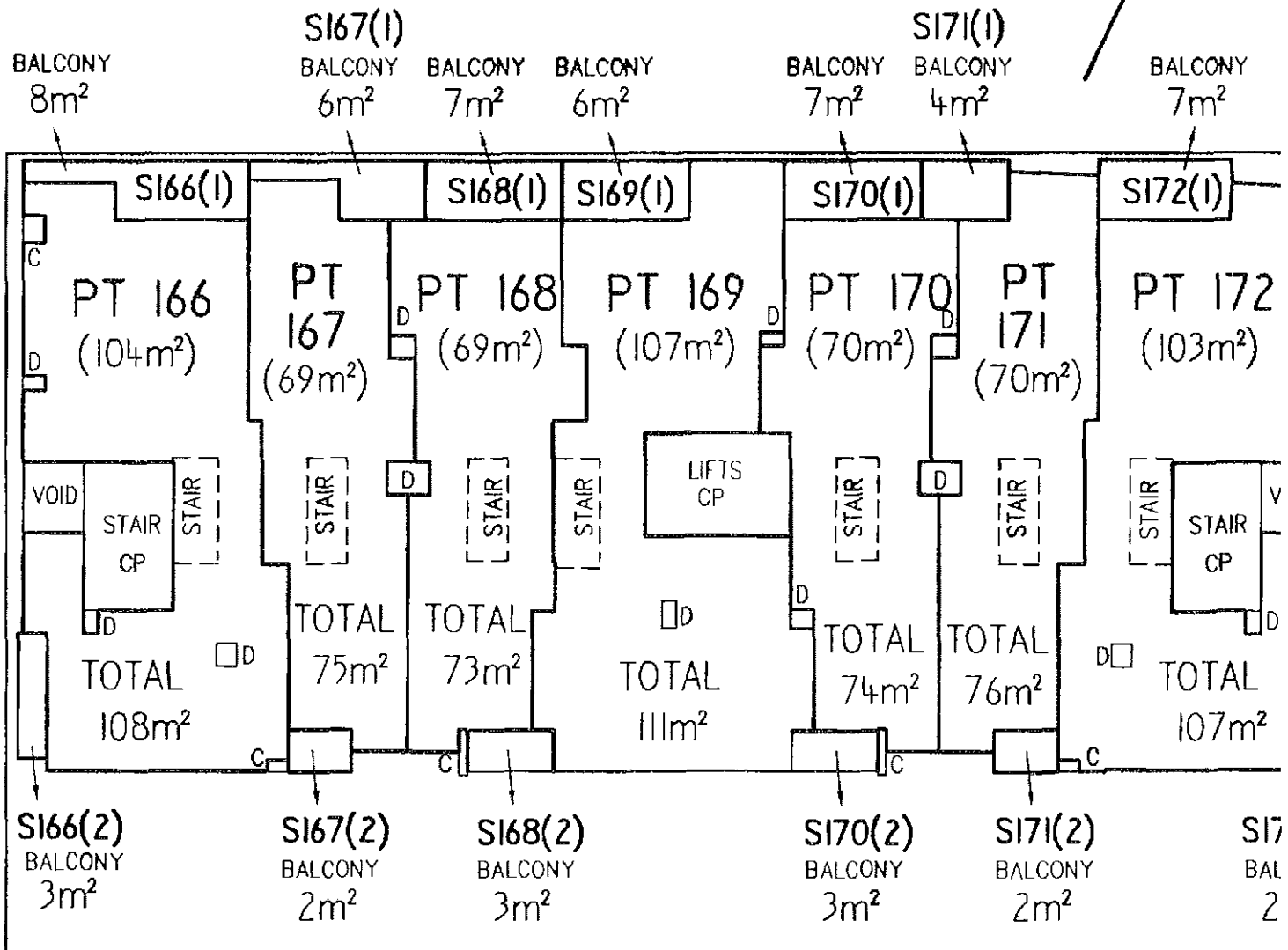
BUILDING A

LEGEND (SEE SHEET 2A)



GORDON STREET

MARCUS CLARKE STREET



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
 Registered 18/7/2007
 Replacement Sheets Issue

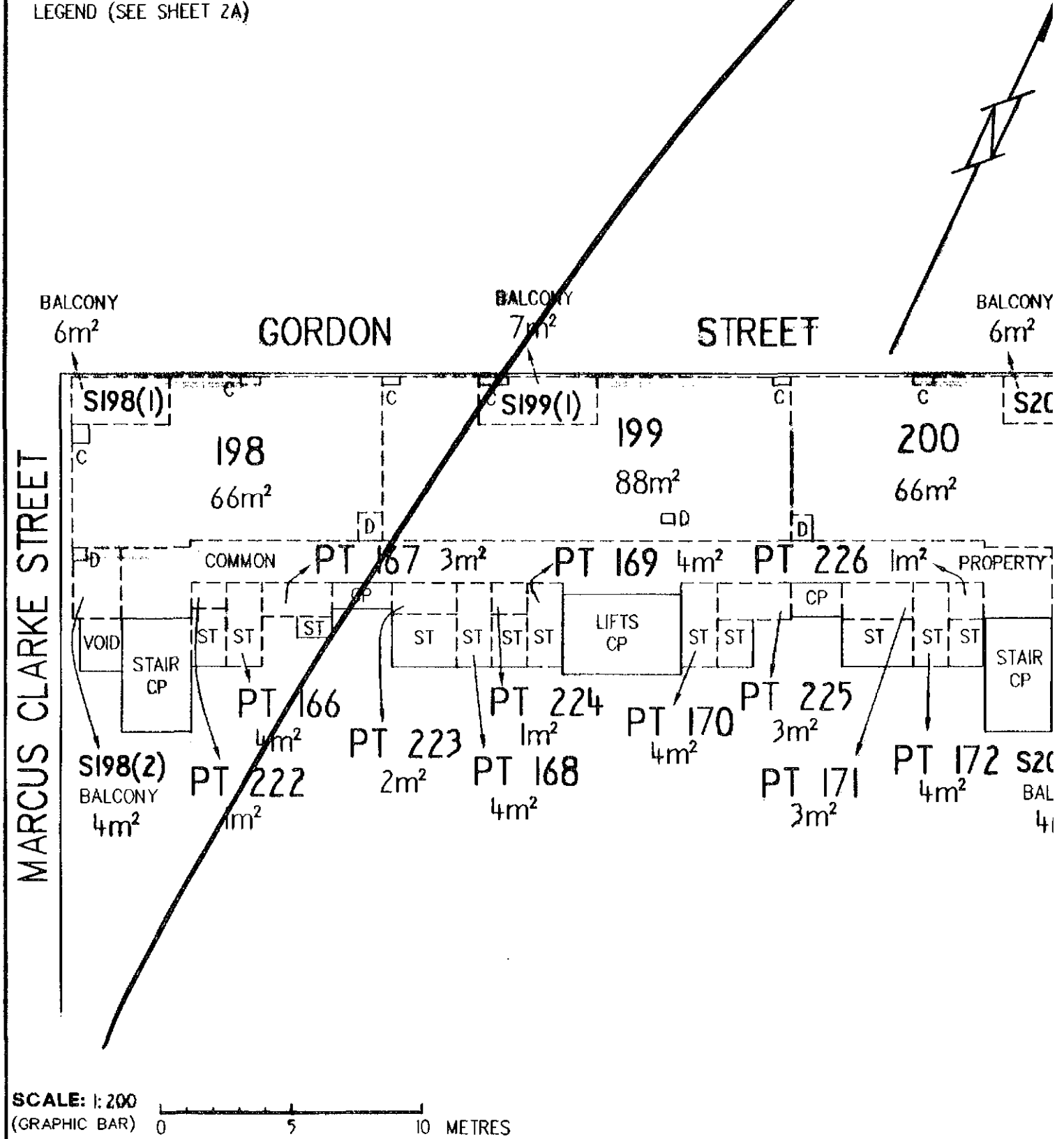
SITE PLAN FLOOR PLAN (tick appropriate box)

201

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING A

LEGEND (SEE SHEET 2A)



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

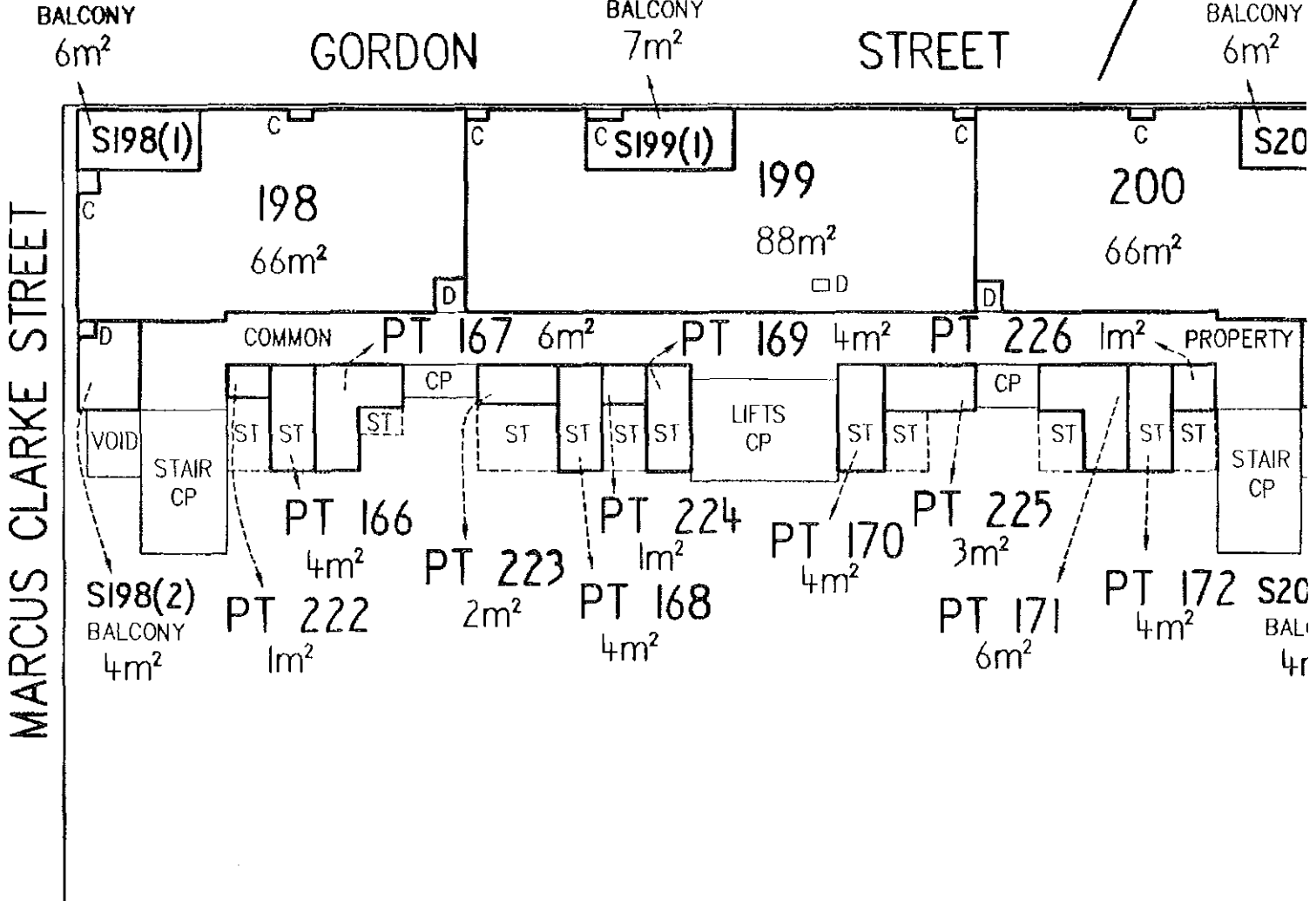
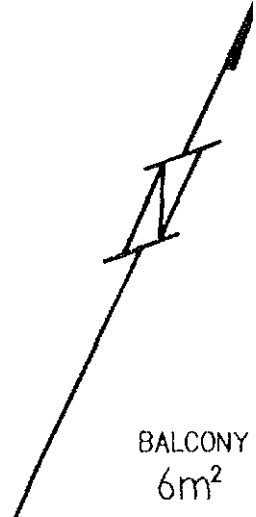
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER **SIXTH** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING A

LEGEND (SEE SHEET 2A)



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/200
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

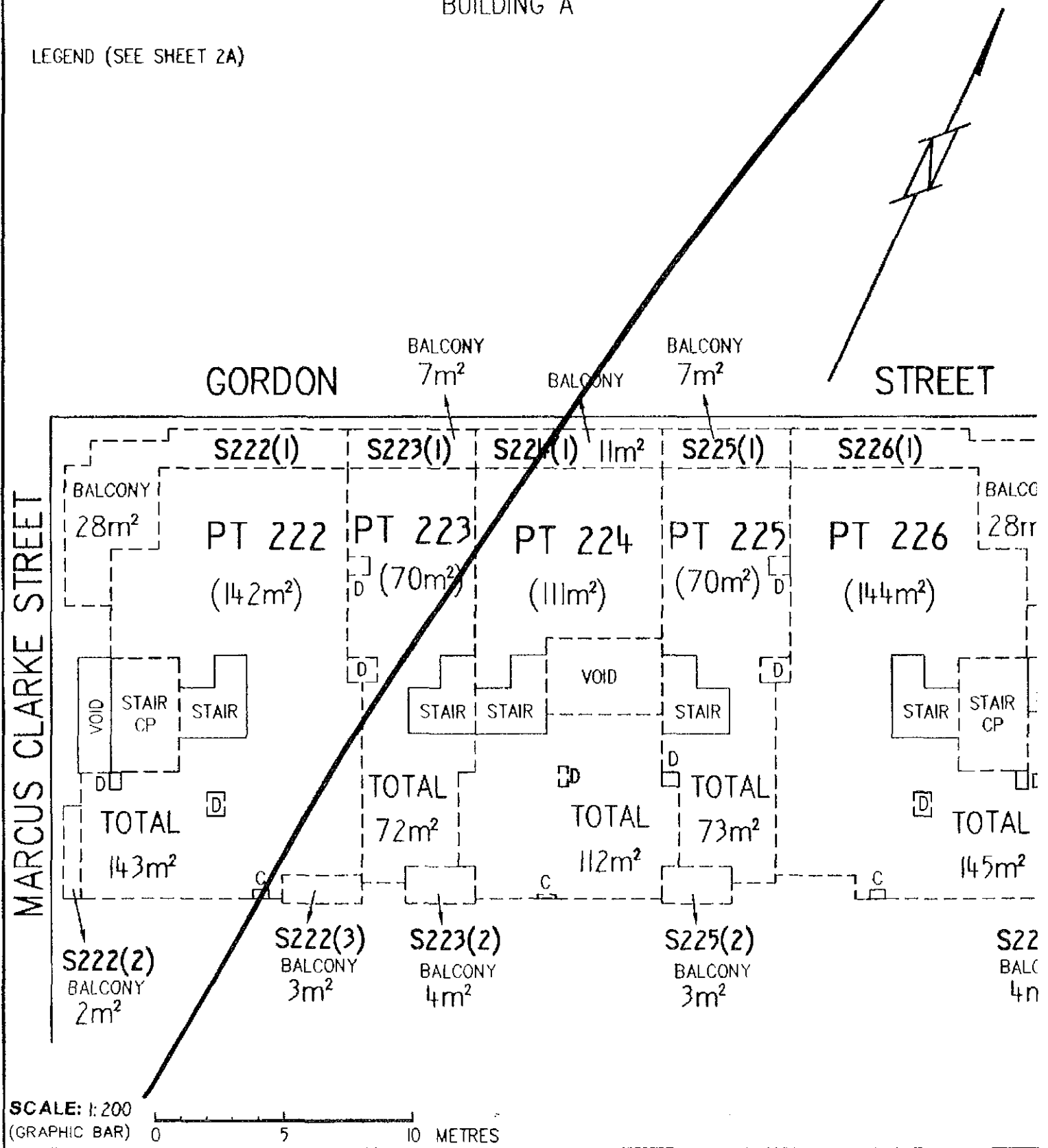


CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING A

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

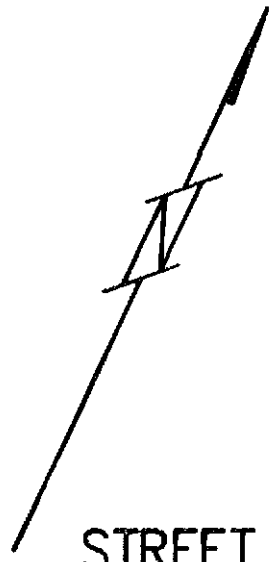
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING A

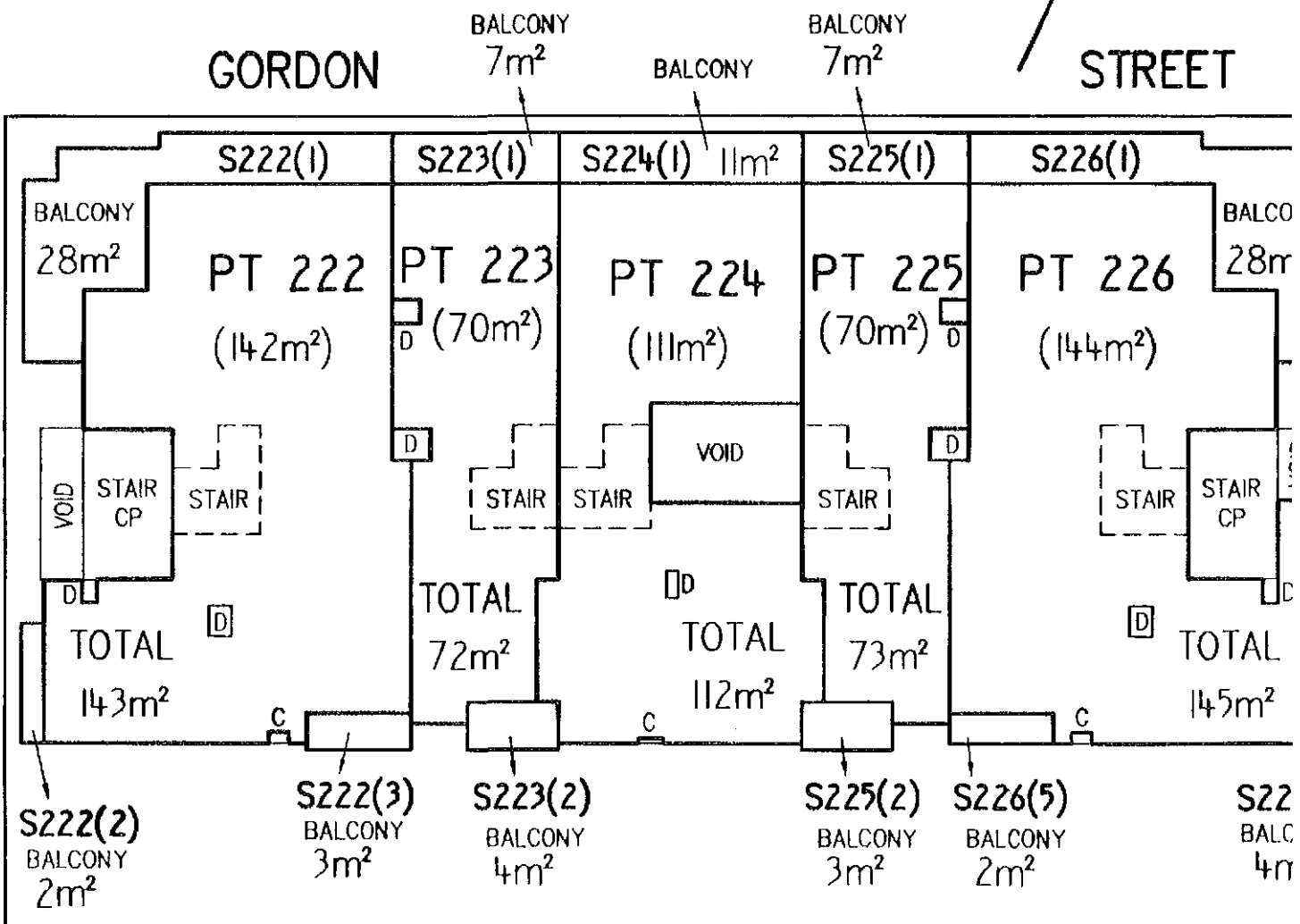
LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

GORDON

STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 008 001 400 in accordance with

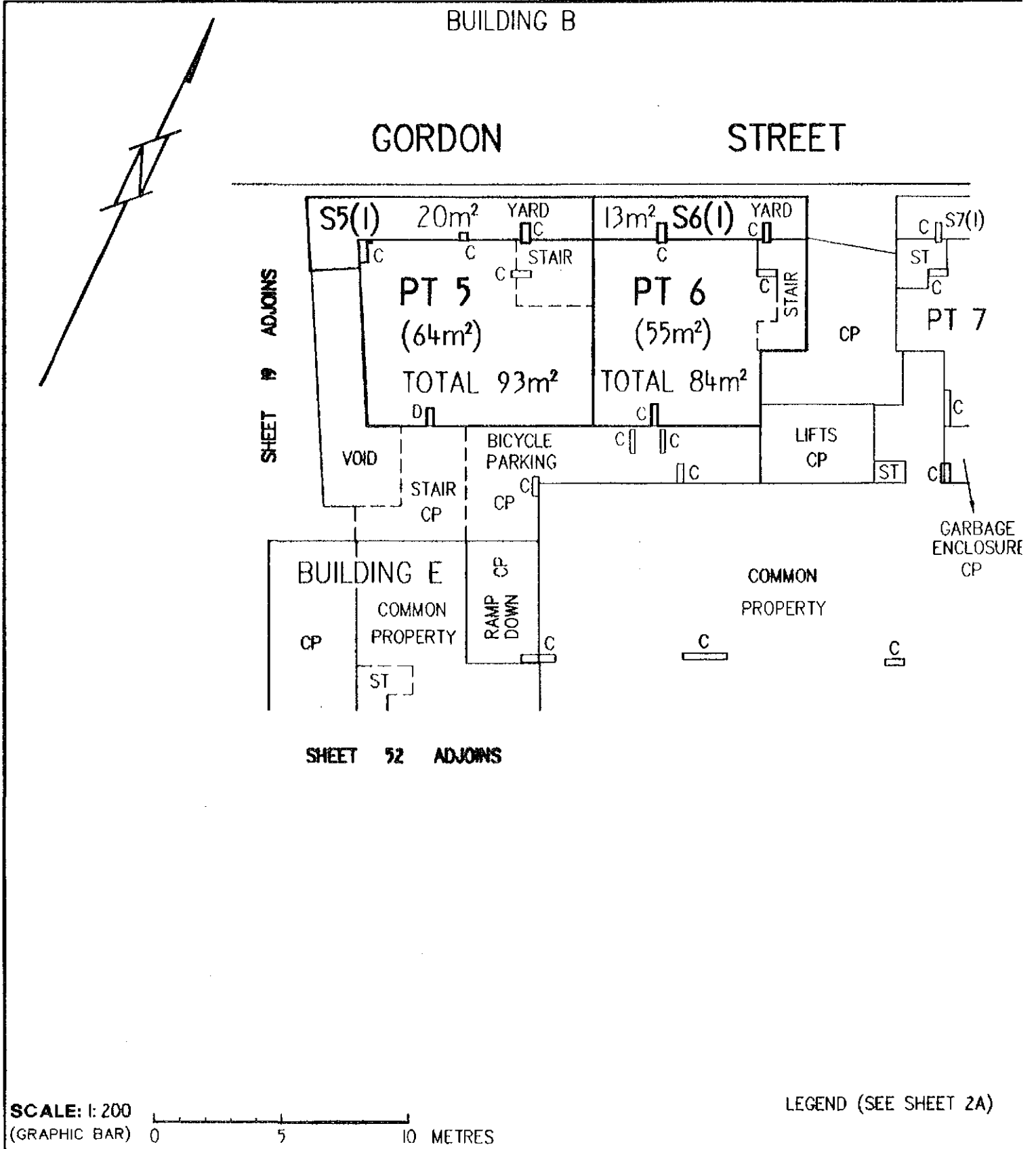
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSID

IF FLOOR PLAN, STATE FLOOR NUMBER **GROUND** 4. CLASS OF UNITS (A or B)



EXECUTION
Signed for and on behalf of Section 6 Pty

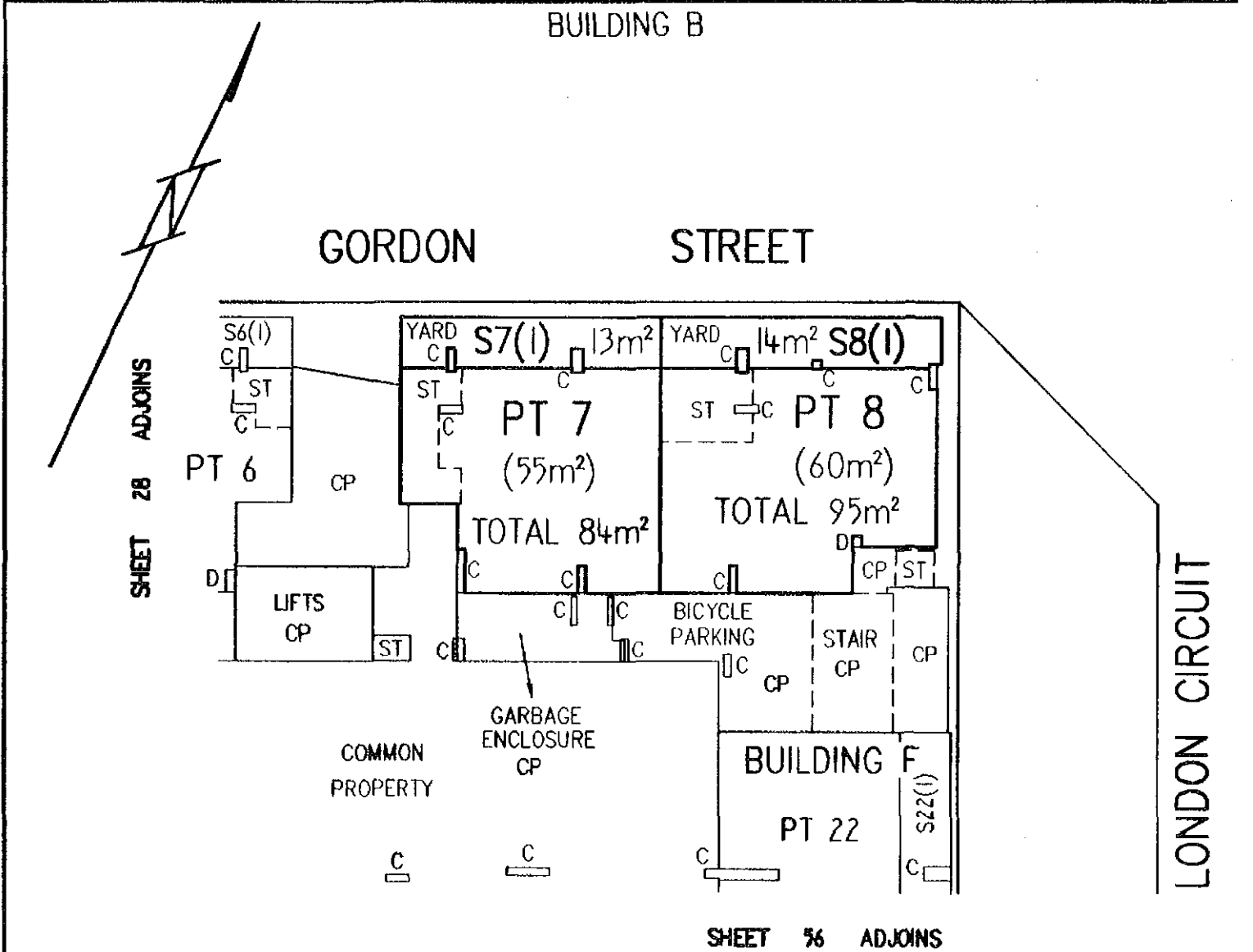
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN



FLOOR PLAN

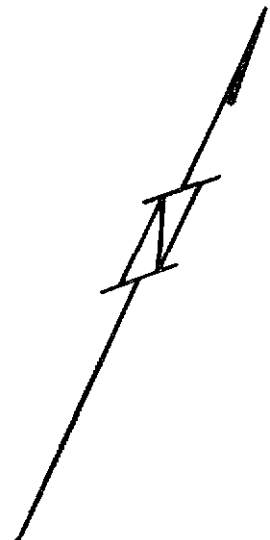
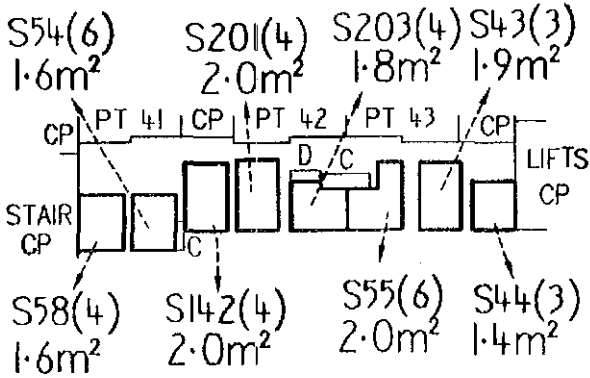
(tick appropriate box)

CLASS A UNITS & UNIT SUBSIDIARIES

FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)

BUILDING B

DIAGRAM
STOREROOMS



BALCONY

16m²

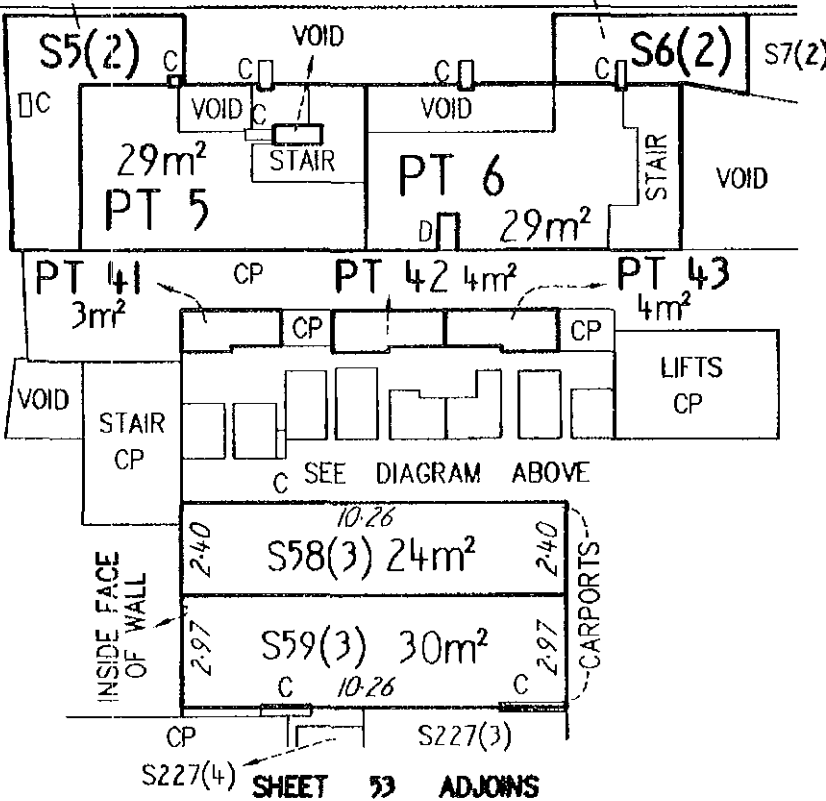
GORDON

BALCONY

9m²

STREET

SHEET 20 ADJOINS



SHEET 31 ADJOINS

SHEET 53 ADJOINS

SCALE: 1:200

GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

REMARKS

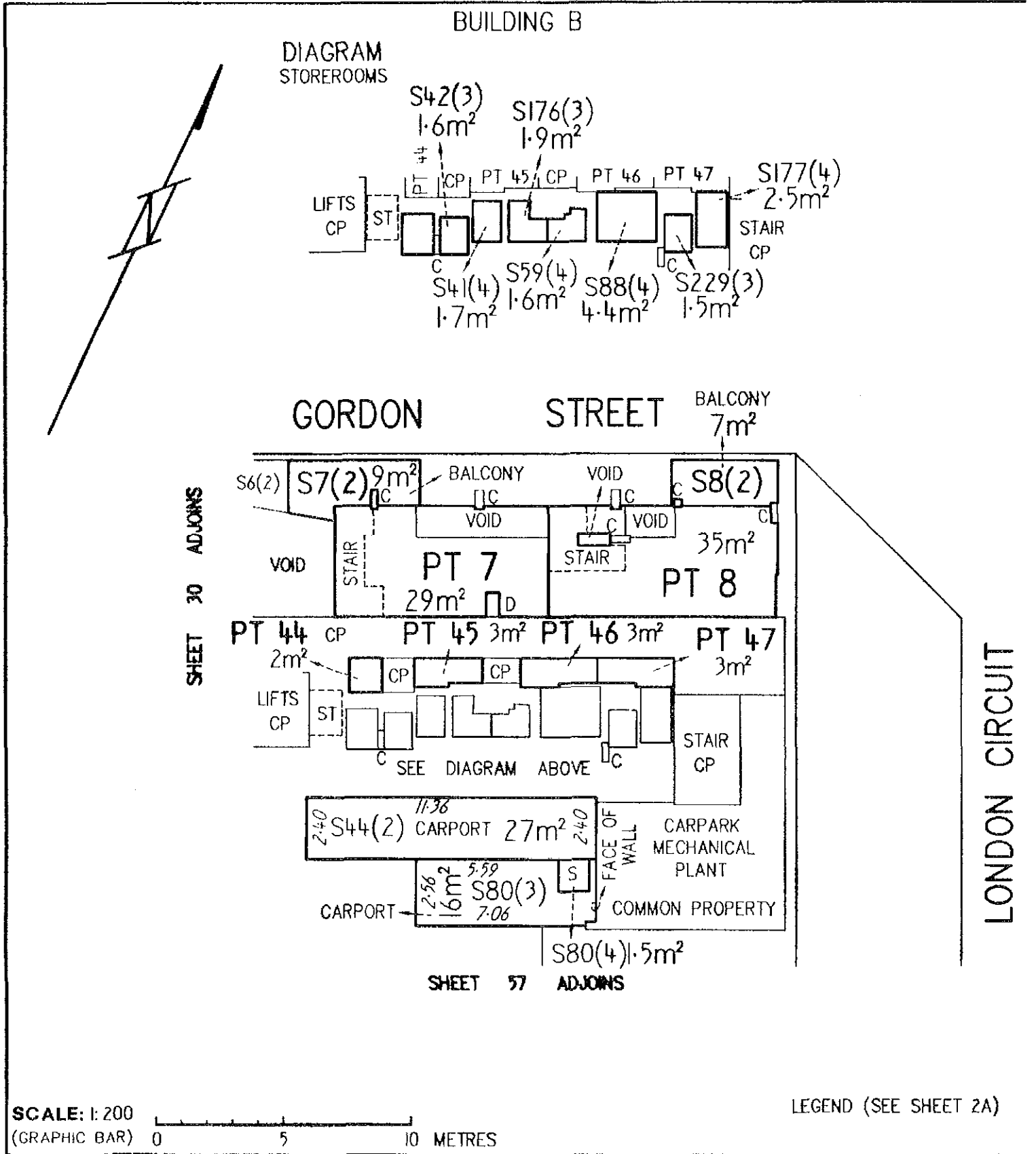
Drawn for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B) UNIT SUBSIDY CLASS A UN



EXECUTION
Signed for and on behalf of Section 6 Pty

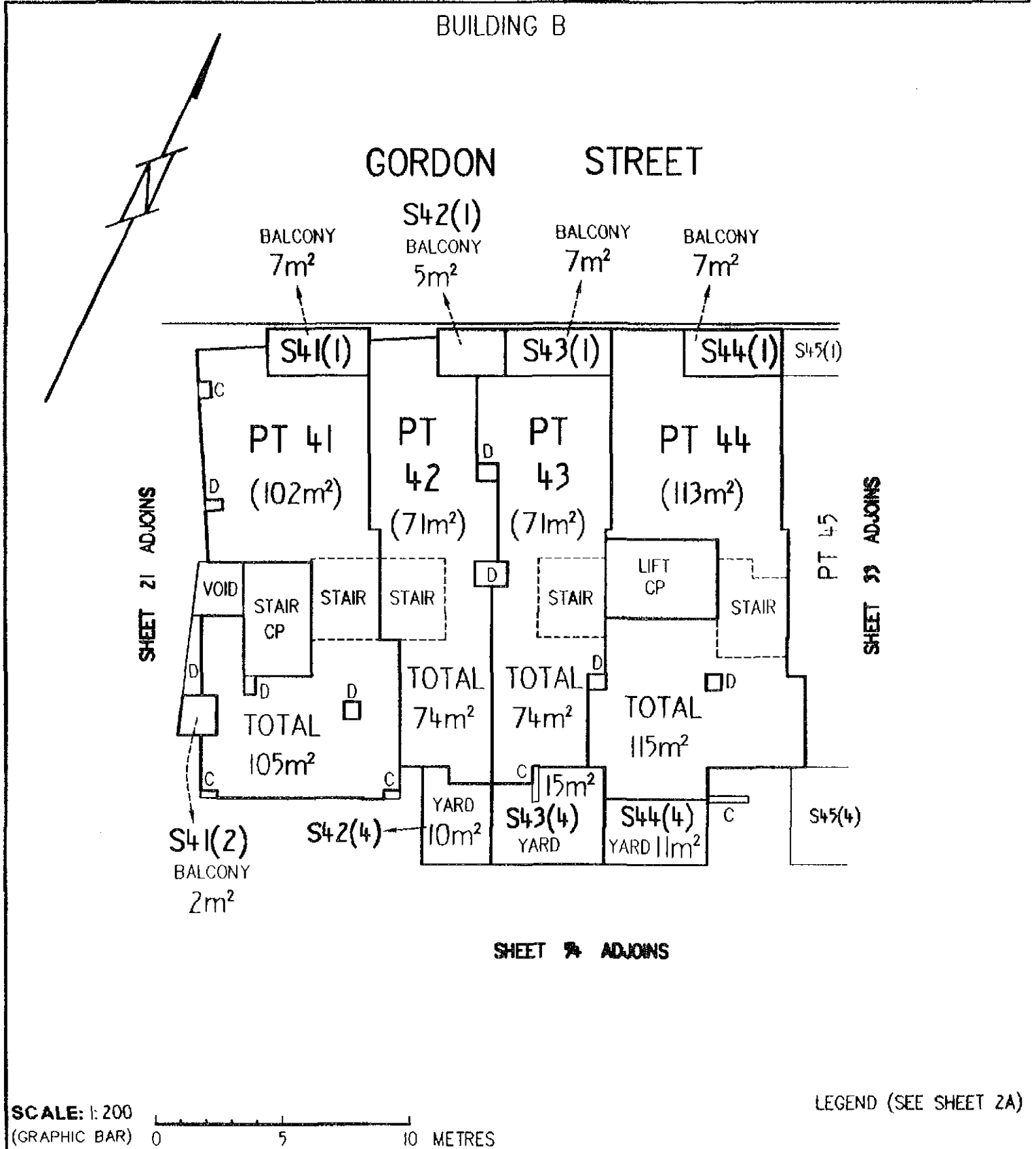
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B)



EXECUTION
Signed for and on behalf of Section 6 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

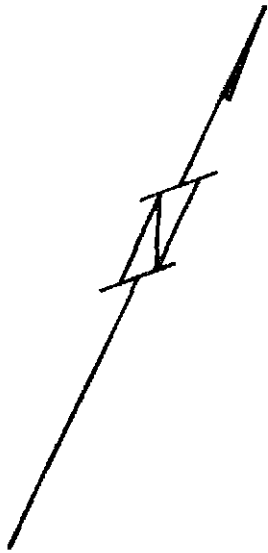
 FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSIDY

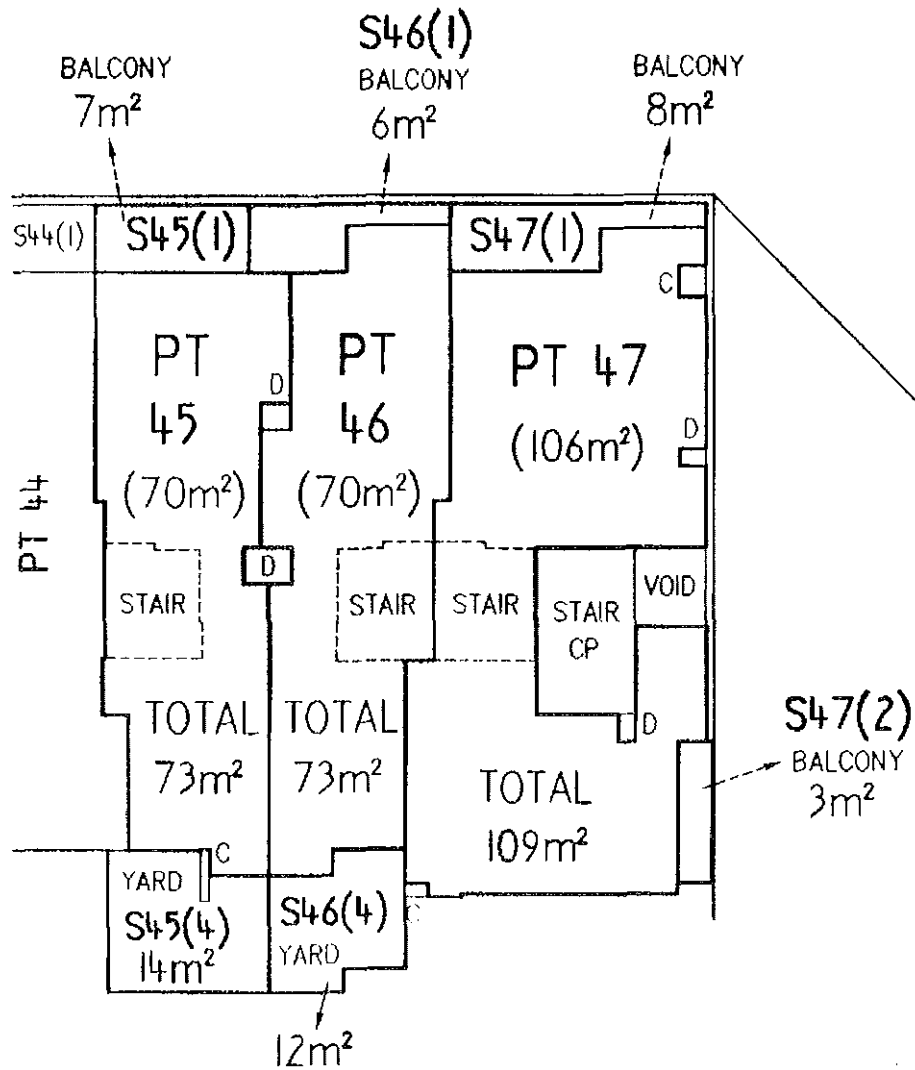
IF FLOOR PLAN, STATE FLOOR NUMBER **FIRST** 4. CLASS OF UNITS (A or B)

BUILDING B

GORDON STREET



SHEET 32 ADJOINS



LONDON CIRCUIT

SHEET 58 ADJOINS

SCALE: 1: 200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

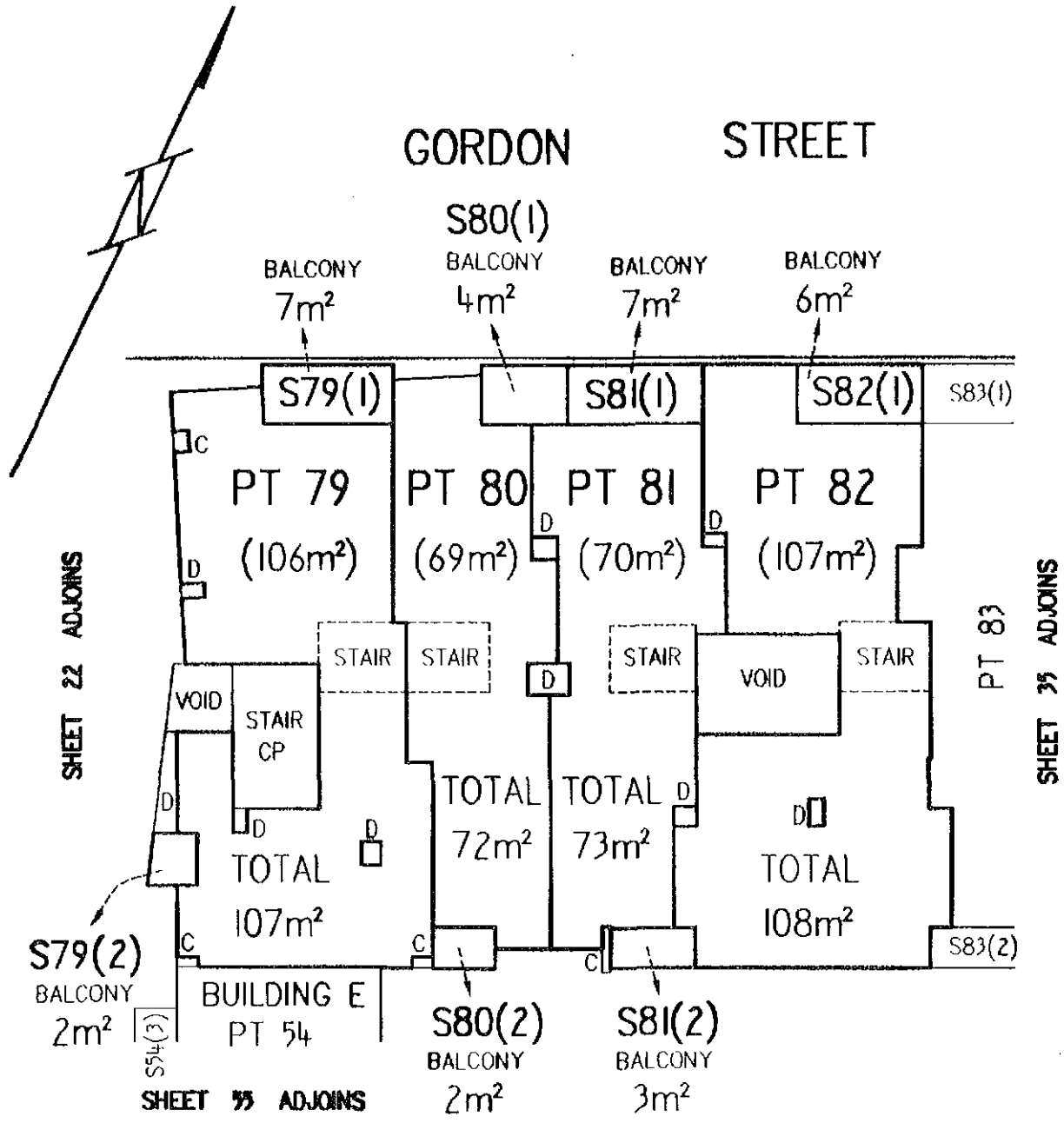
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT SUBSID

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)

BUILDING B

GORDON STREET



SCALE: 1:200 (GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

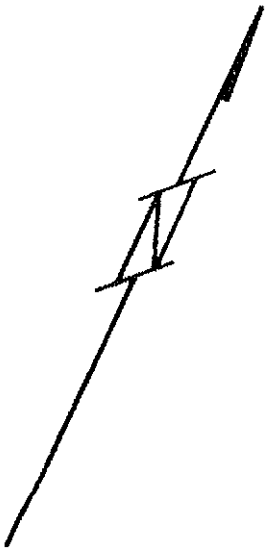
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSID

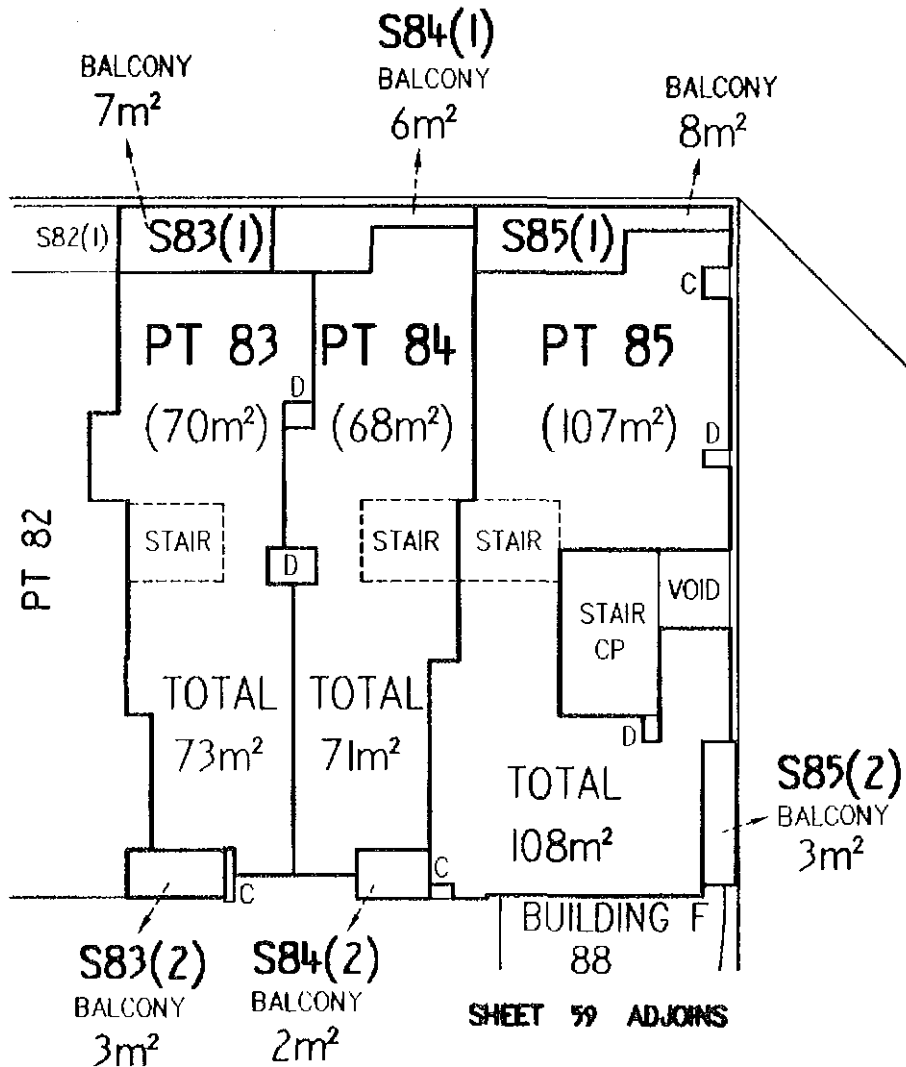
IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)

BUILDING B

GORDON STREET



SHEET 24 ADJOINS



LONDON CIRCUIT

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

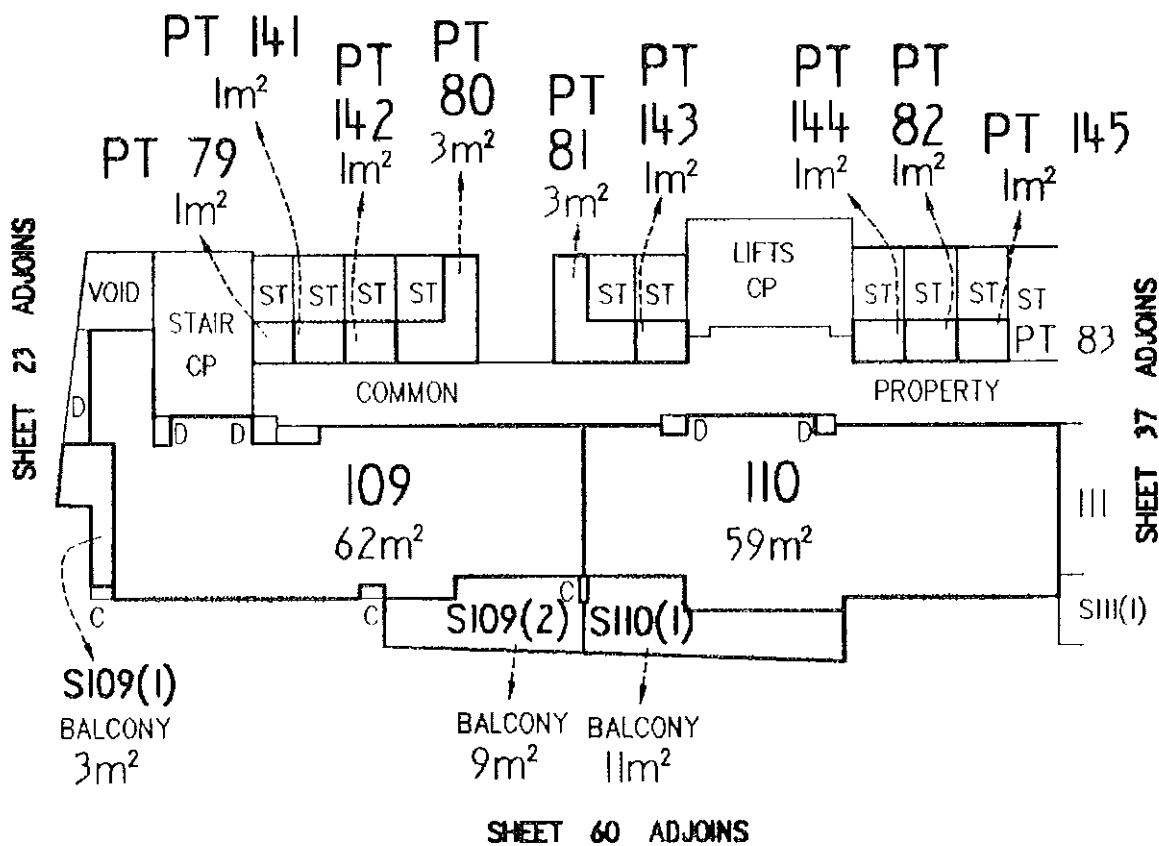
CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING B

GORDON

STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

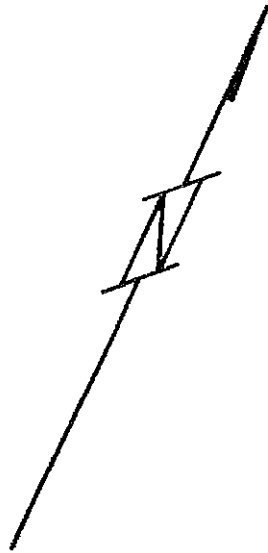
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN
 FLOOR PLAN (tick appropriate box)

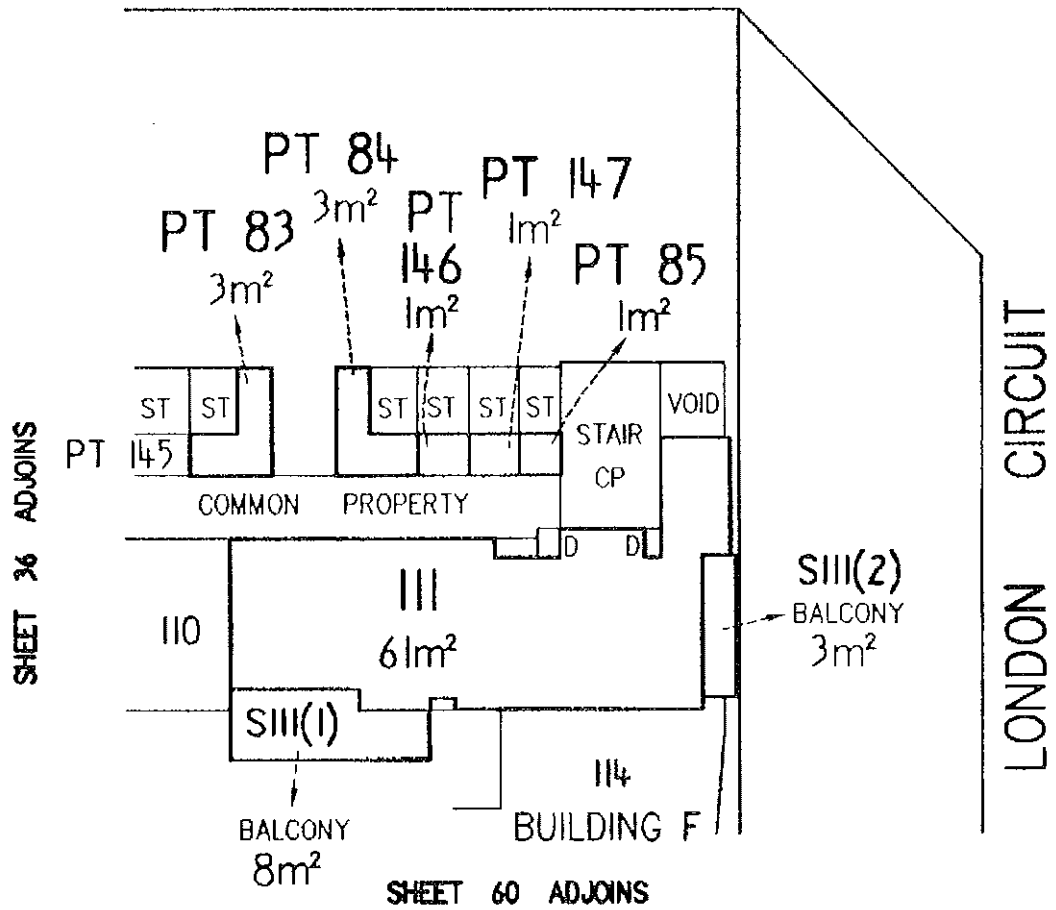
CLASS A UNIT

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING B



GORDON STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

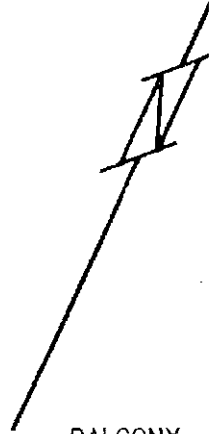
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT

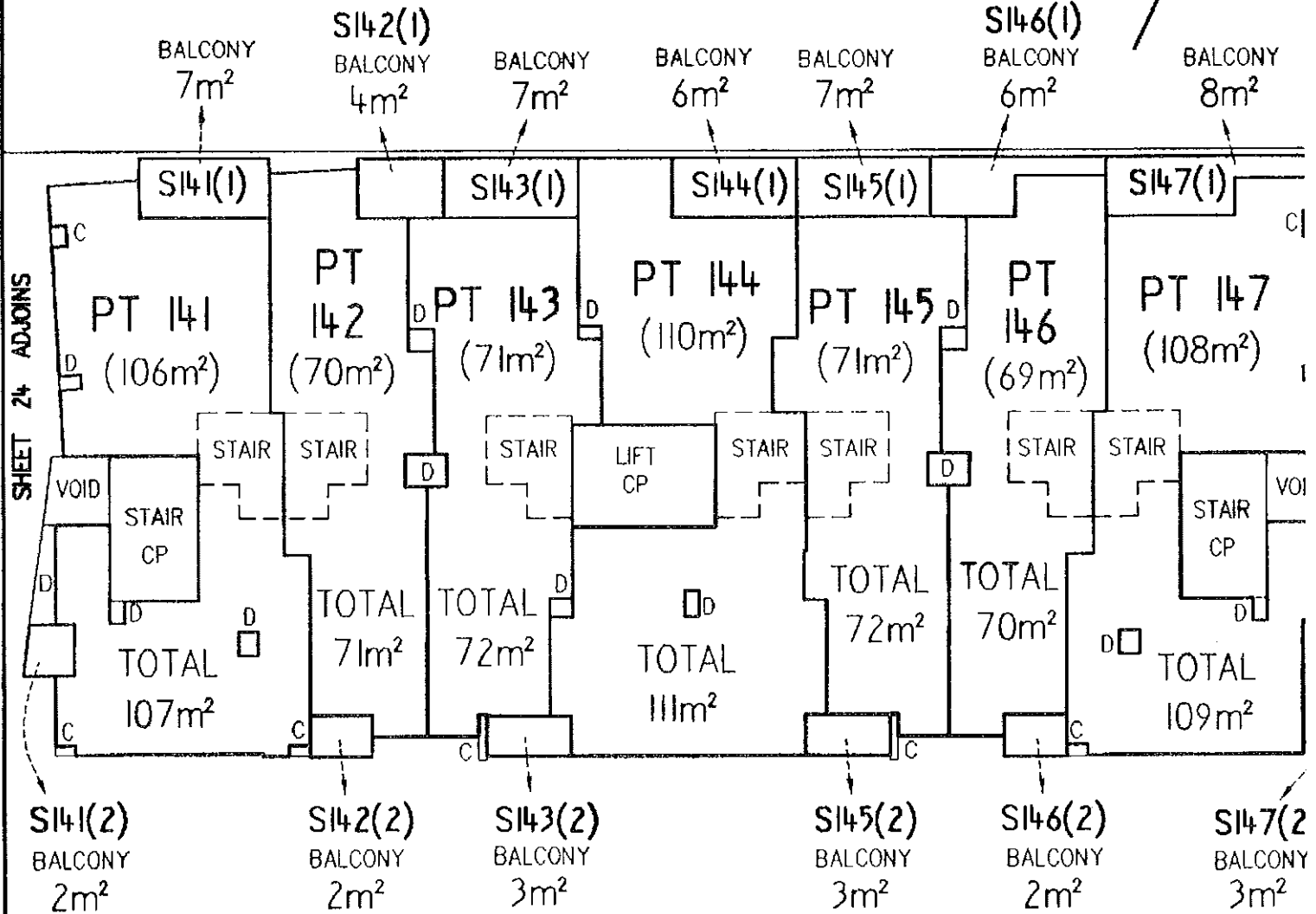
IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING B

LEGEND (SEE SHEET 2A)



GORDON STREET



SHEET 24 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

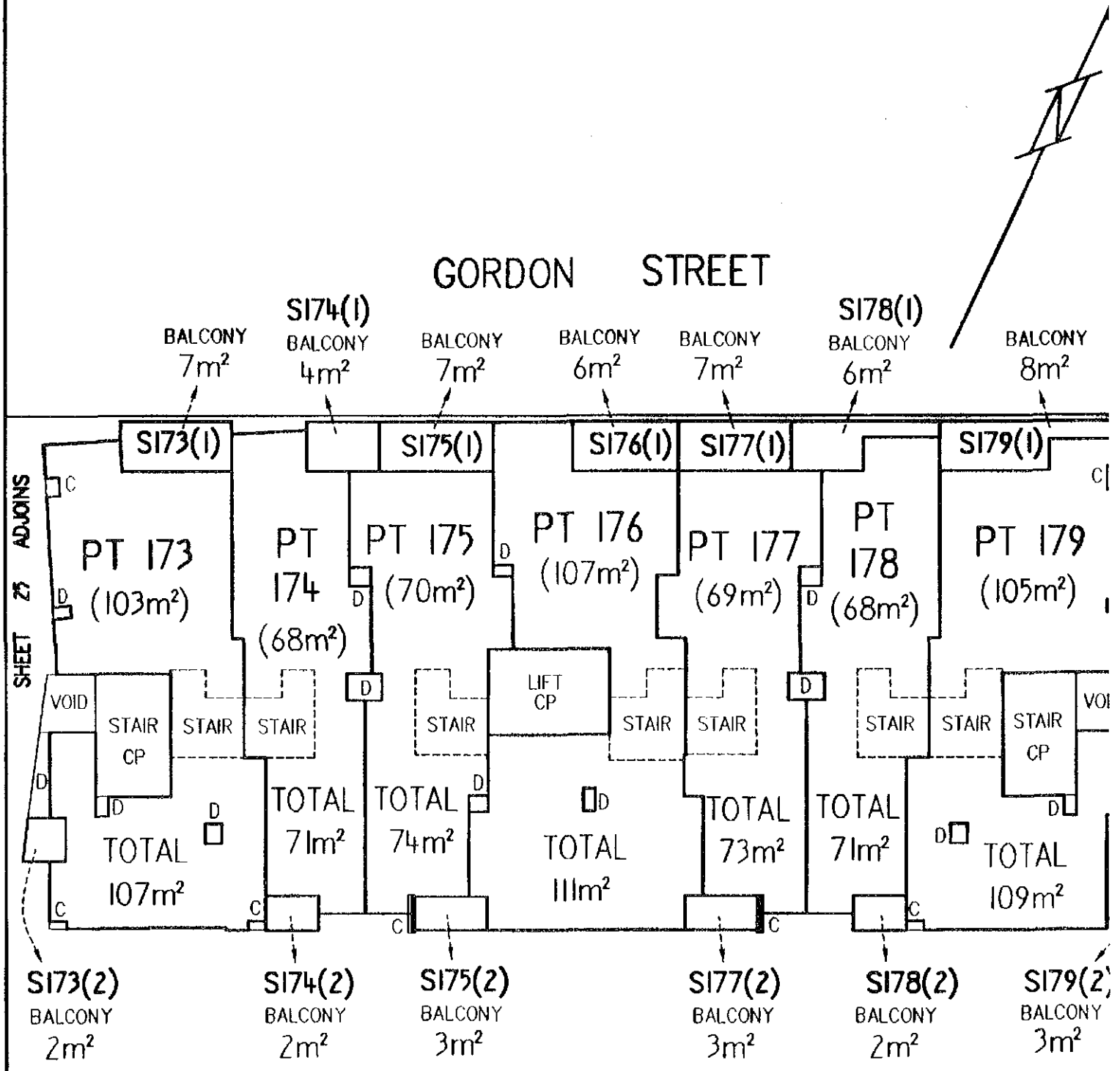
 FLOOR PLAN (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER **FIFTH** 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING B

GORDON STREET



SCALE: 1:200 (GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

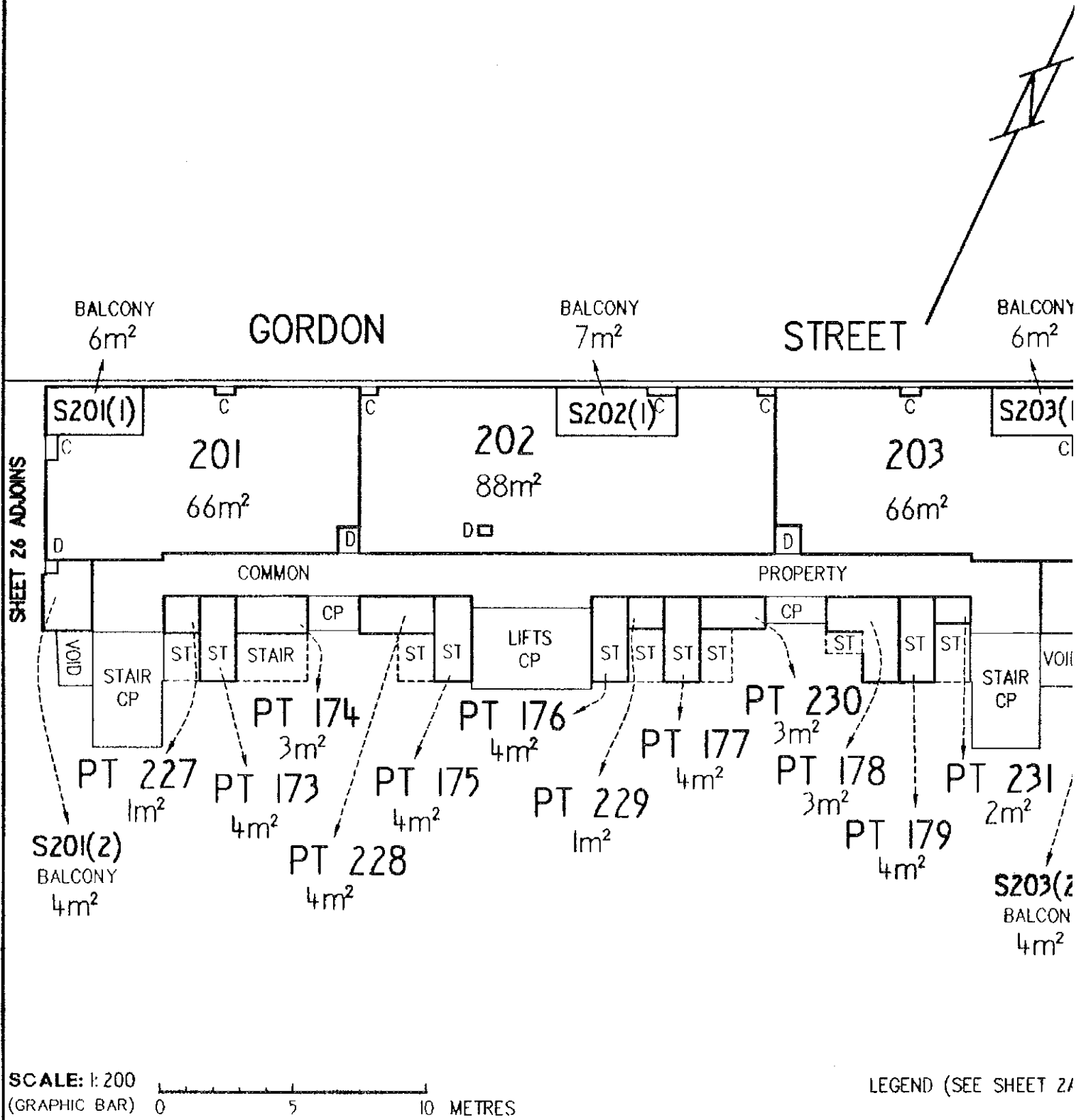
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN **FLOOR PLAN** (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER **SIXTH** 4. CLASS OF UNITS (A or B) UNIT SUBSIDY

BUILDING B



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2/)

EXECUTION

Signed for and on behalf of Section 6 Pty

UNITS PLAN NO. 000

LAND

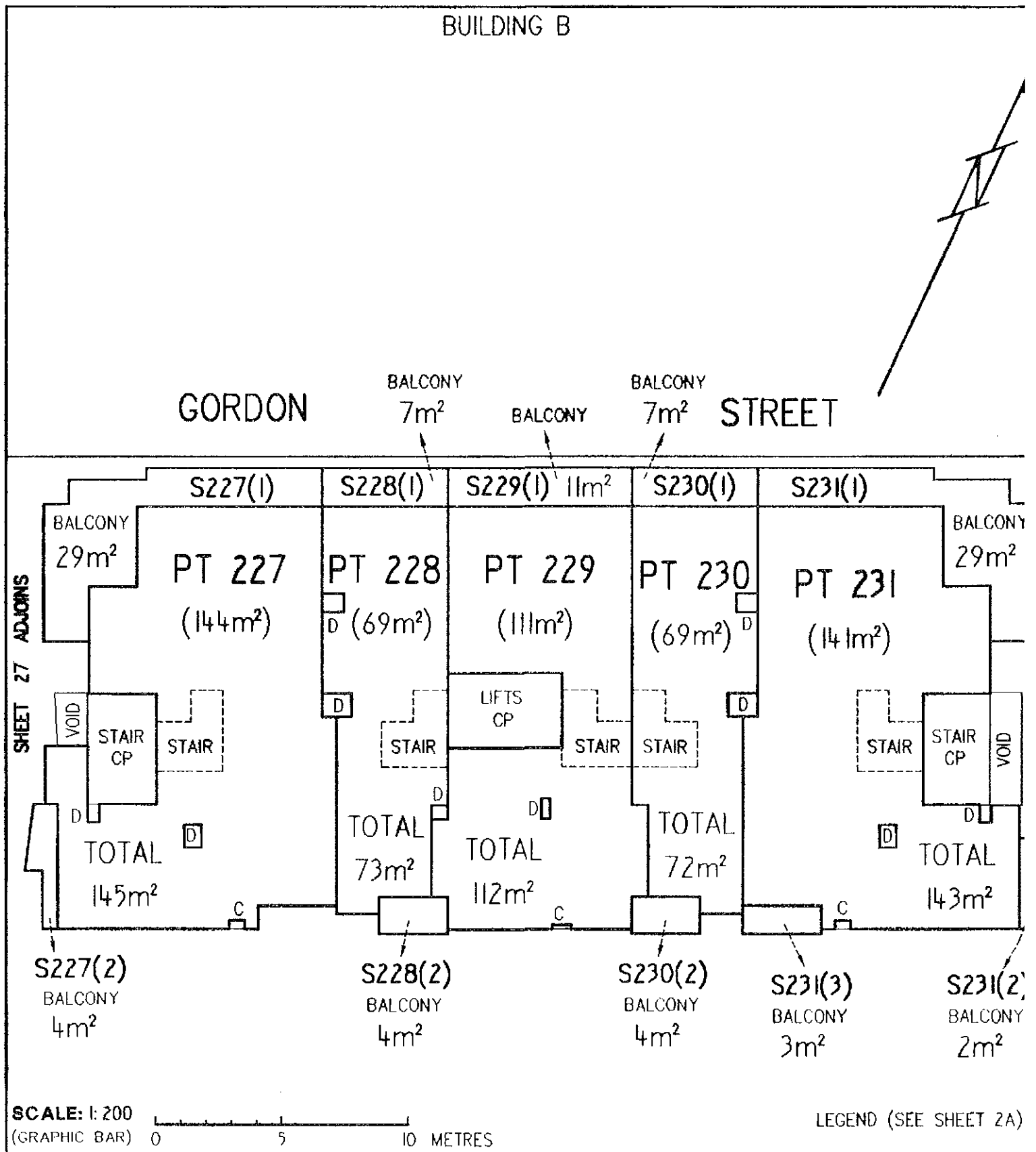
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **SEVENTH** 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of ...

LAND

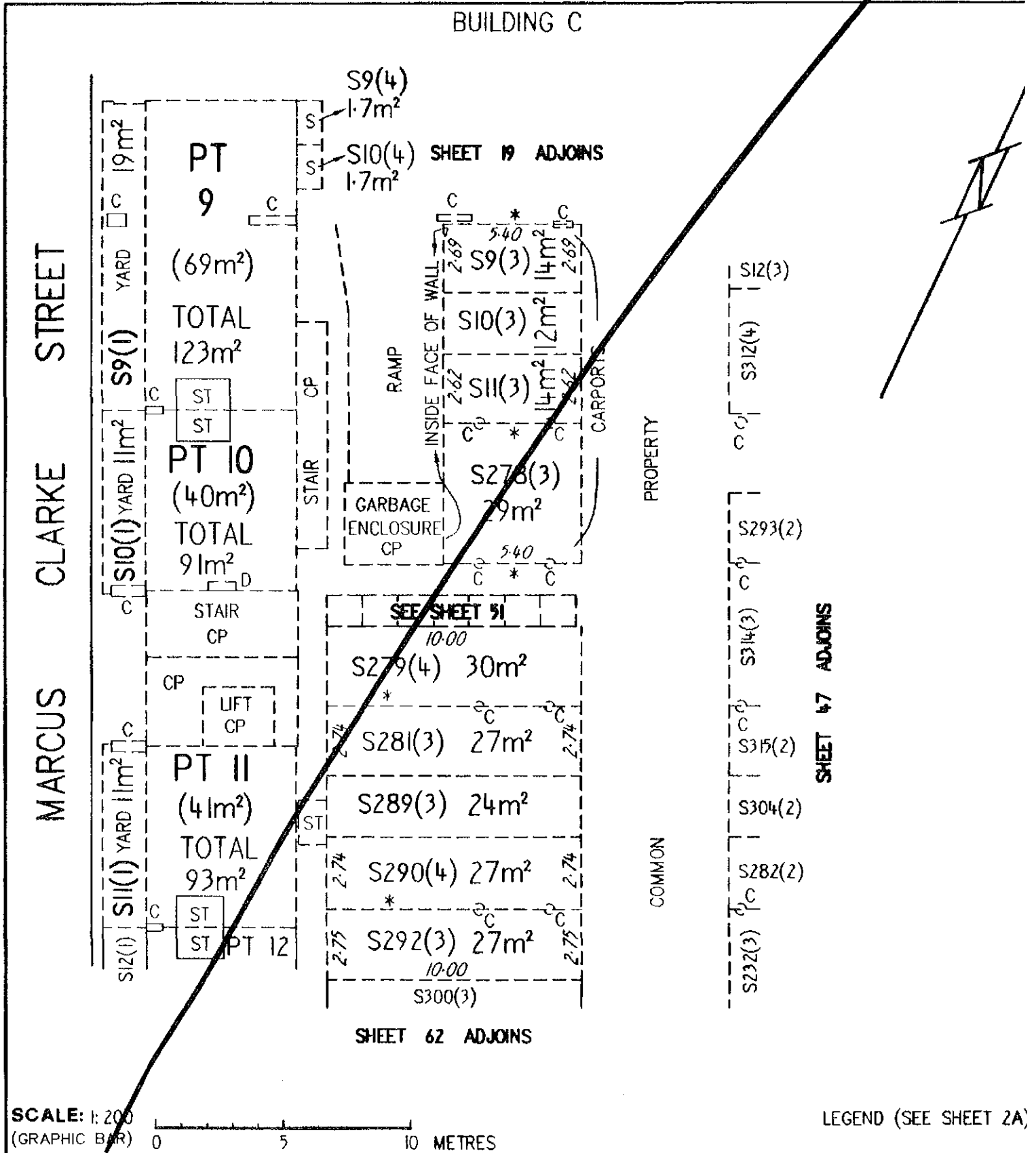
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153:
Registered 18/7/200
Replacement Sheets Is:

SITE PLAN FLOOR PLAN (tick appropriate box)

AW

IF FLOOR PLAN, STATE FLOOR NUMBER **GROUND** 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION
Signed for and on behalf of Section 8 Pty

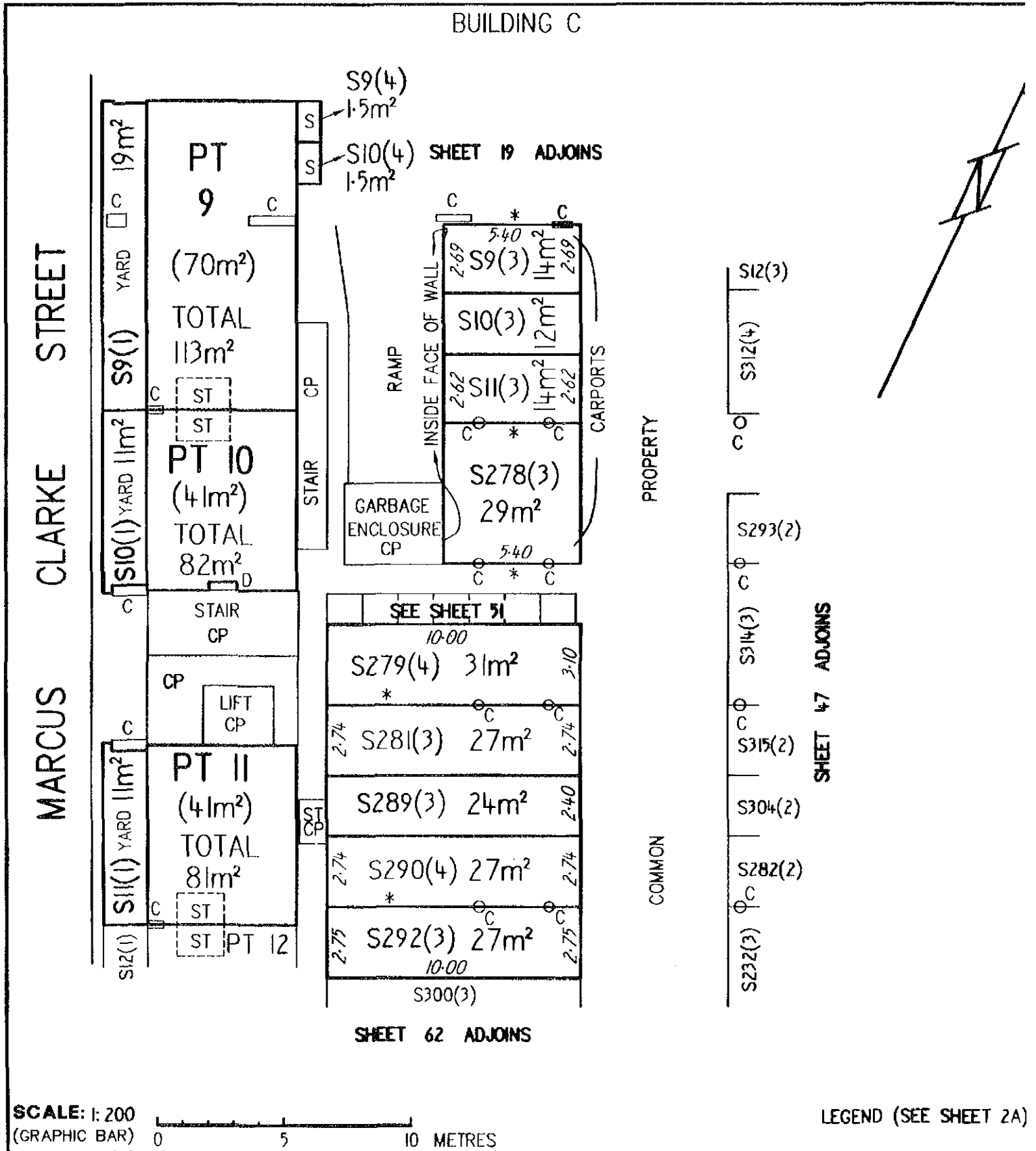
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER . . . GROUND . . . 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

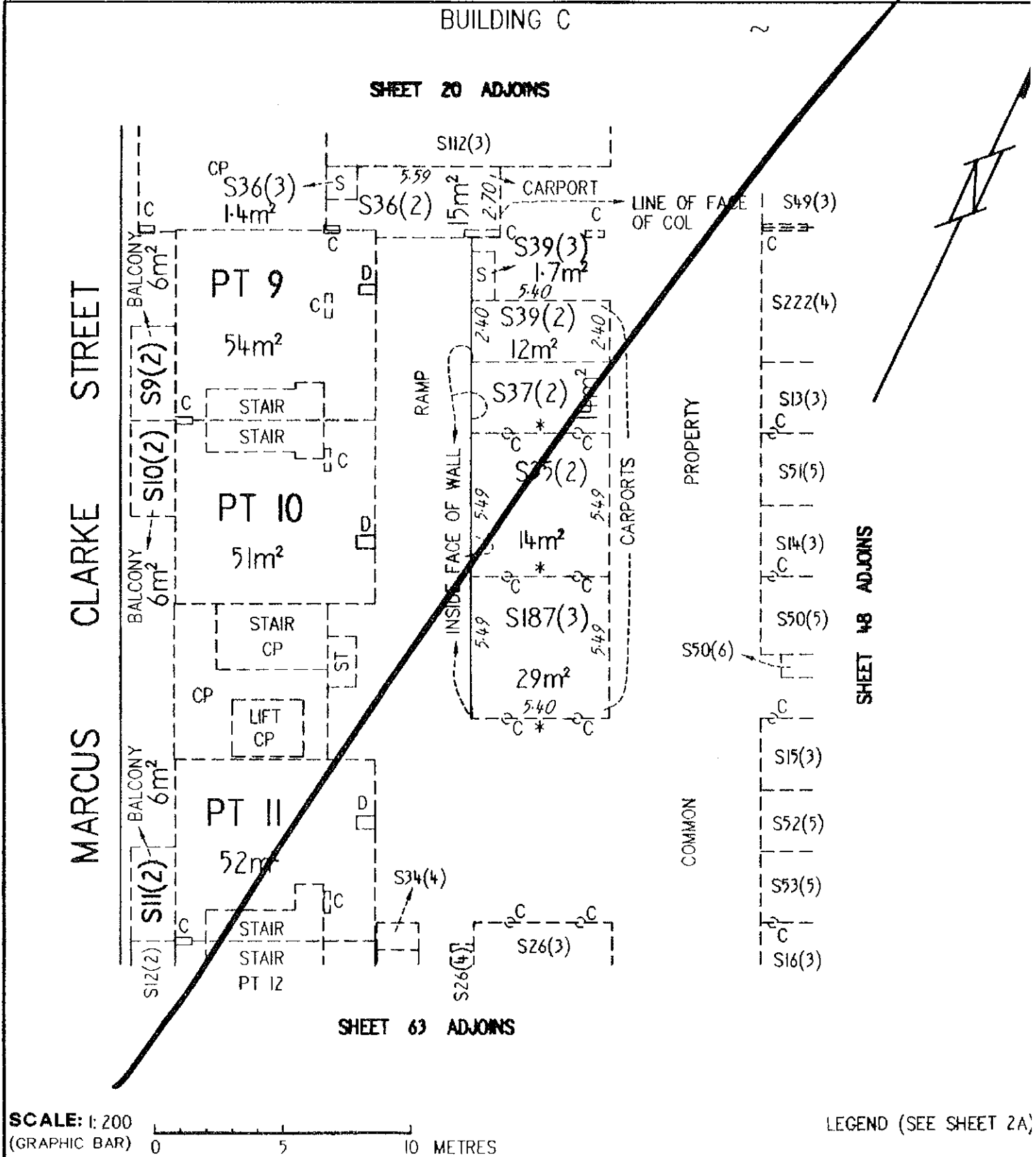
ALUP 1535207 and 1535
Registered 18/7/200;
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

41

CLASS A UN
UNIT SUBSID

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

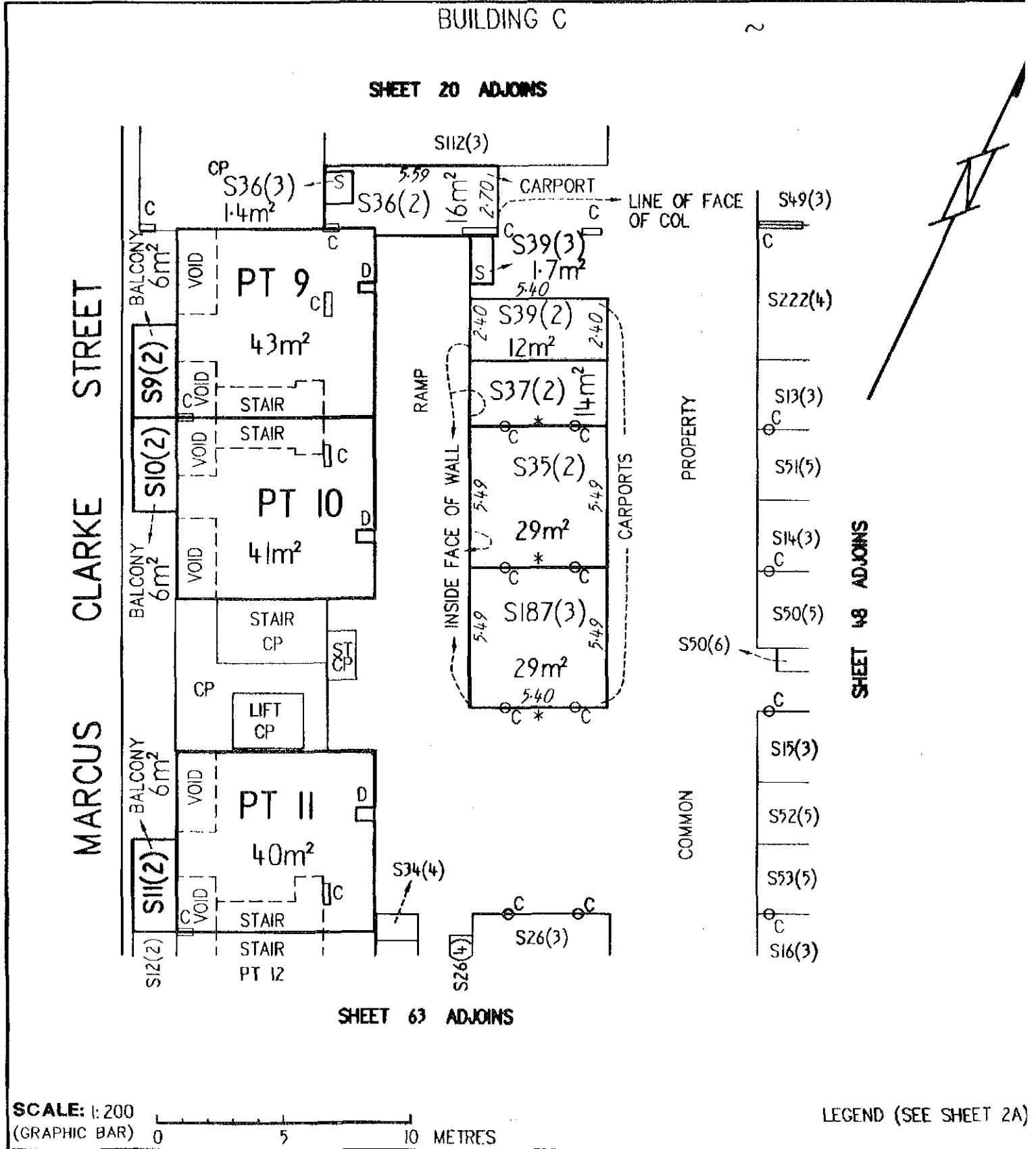
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty
14/04/08 001 400

LAND

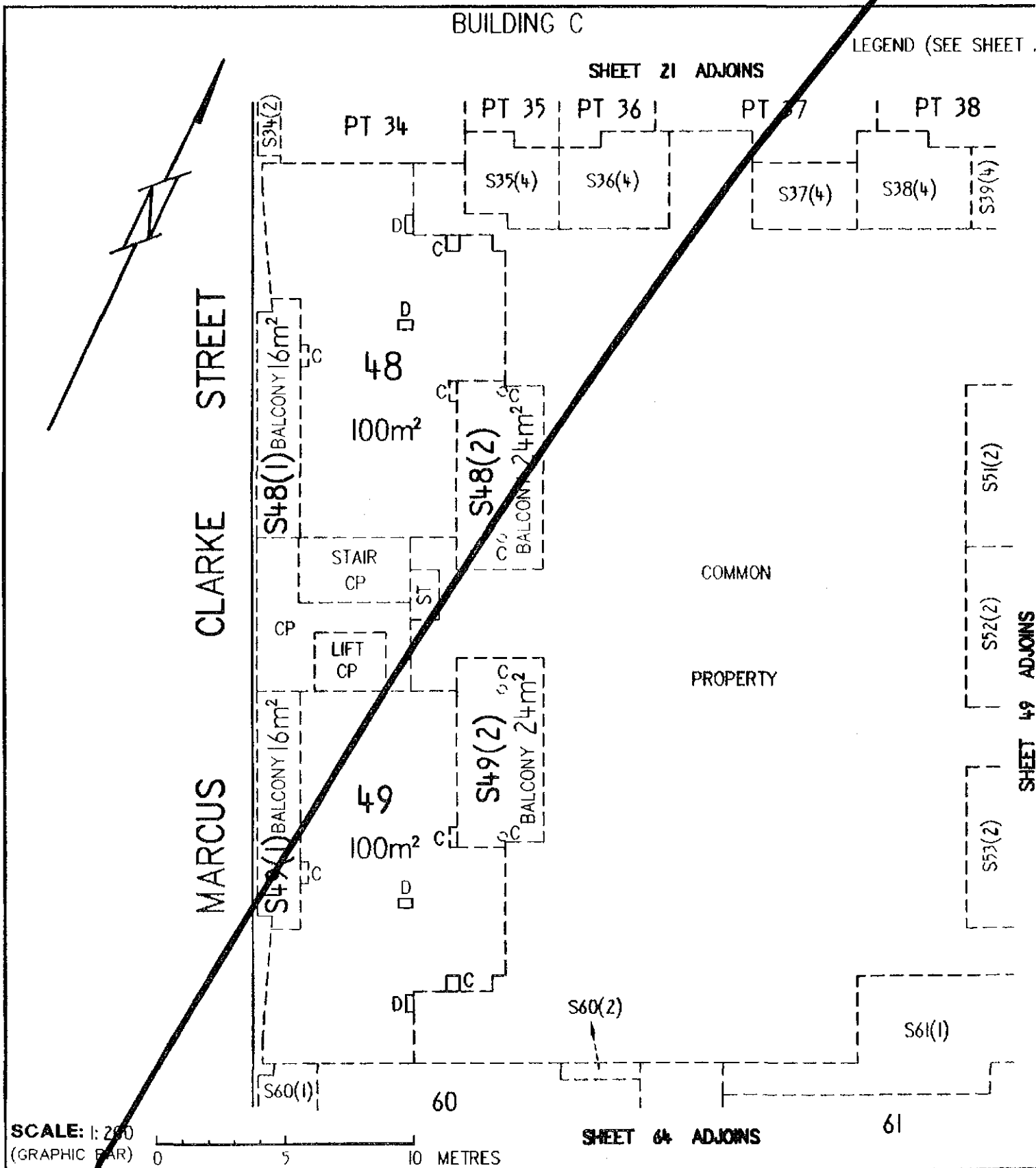
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/201
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

(Handwritten mark)

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) CLASS A UNIT UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 8 Ptv

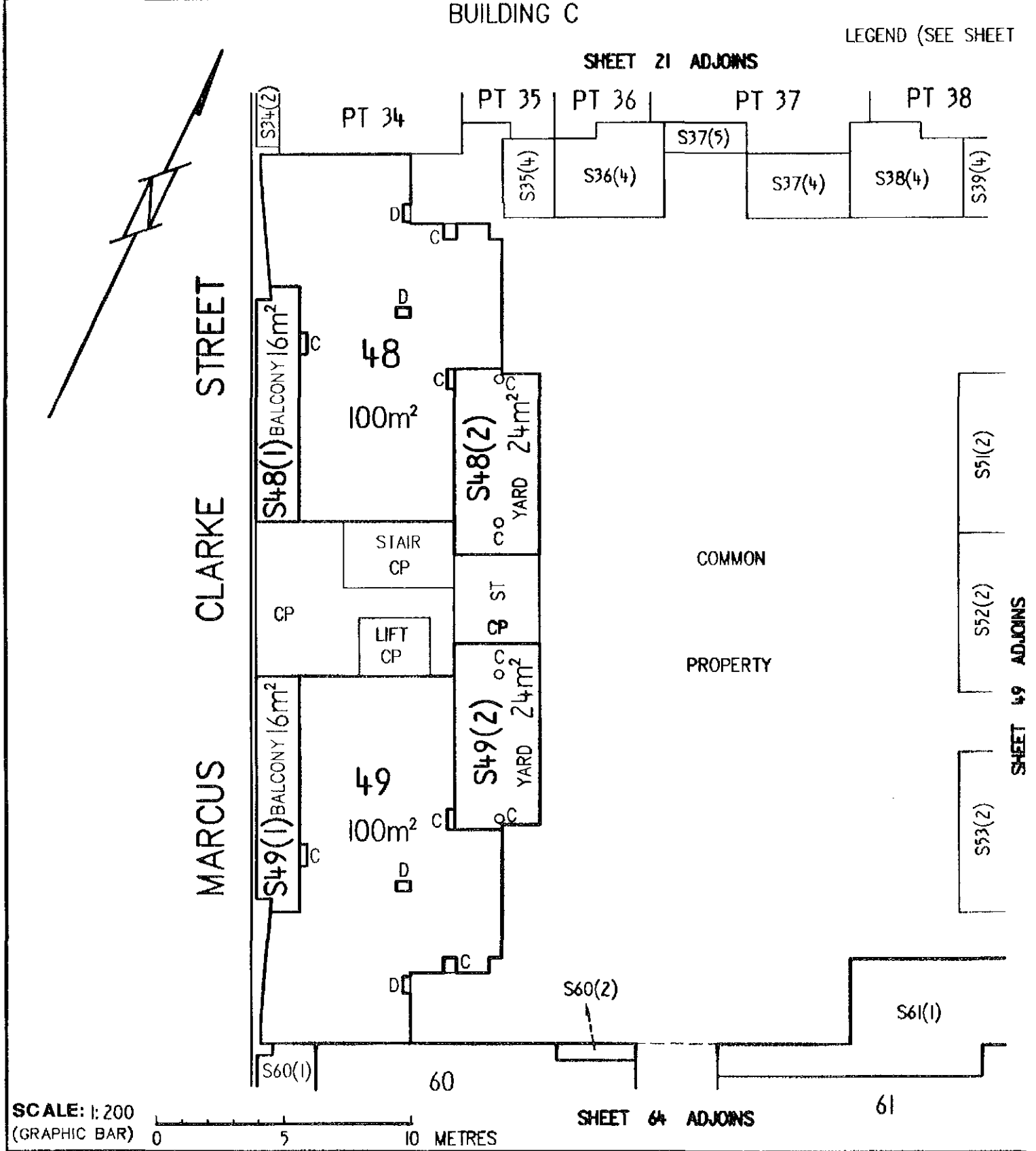
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSID

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) UNIT SUBSID



EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 400 in accordance with

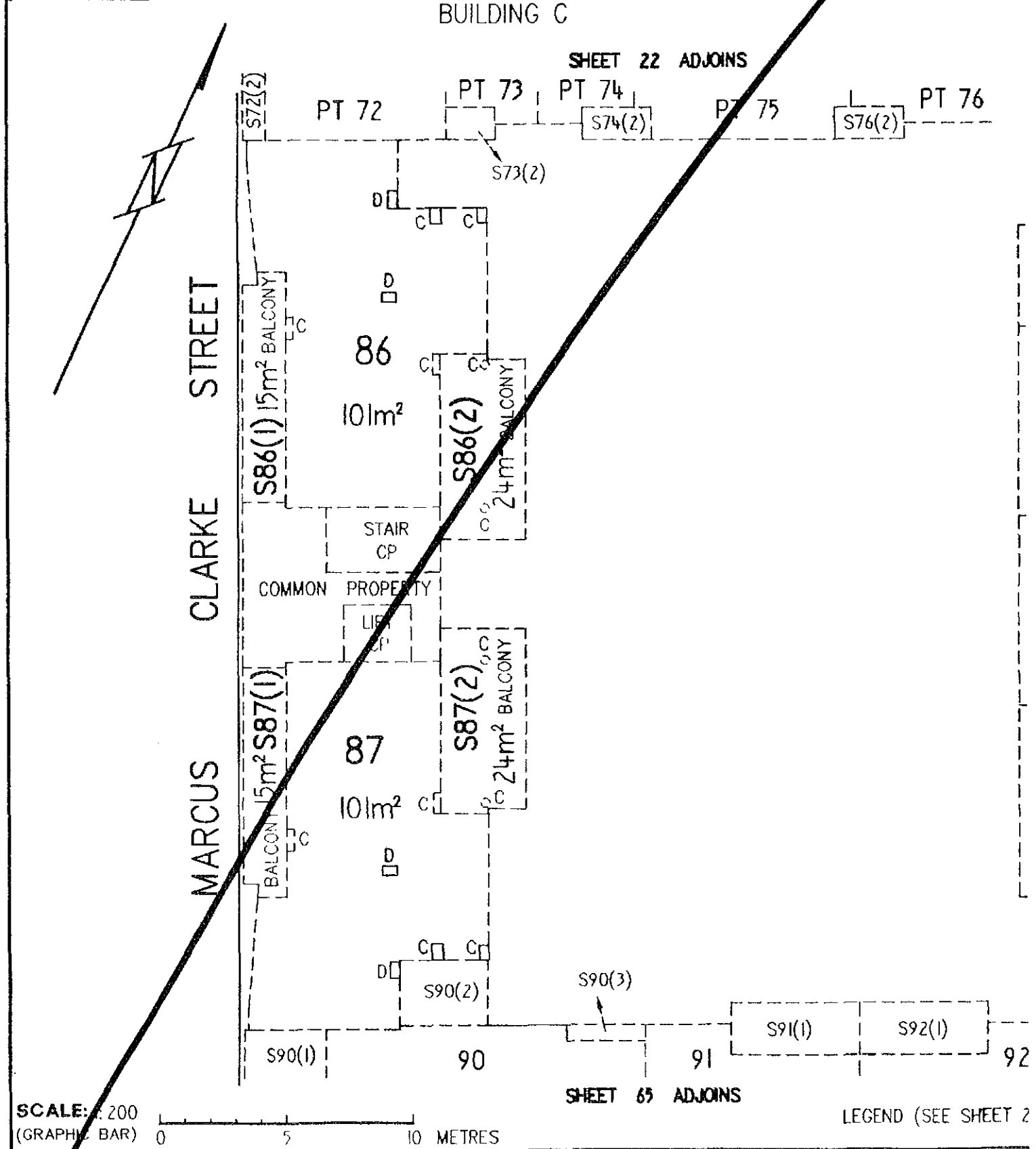
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153!
Registered 18/7/200
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B) UNIT SUBSID



EXECUTION

Signed for and on behalf of Section 8 Ptv

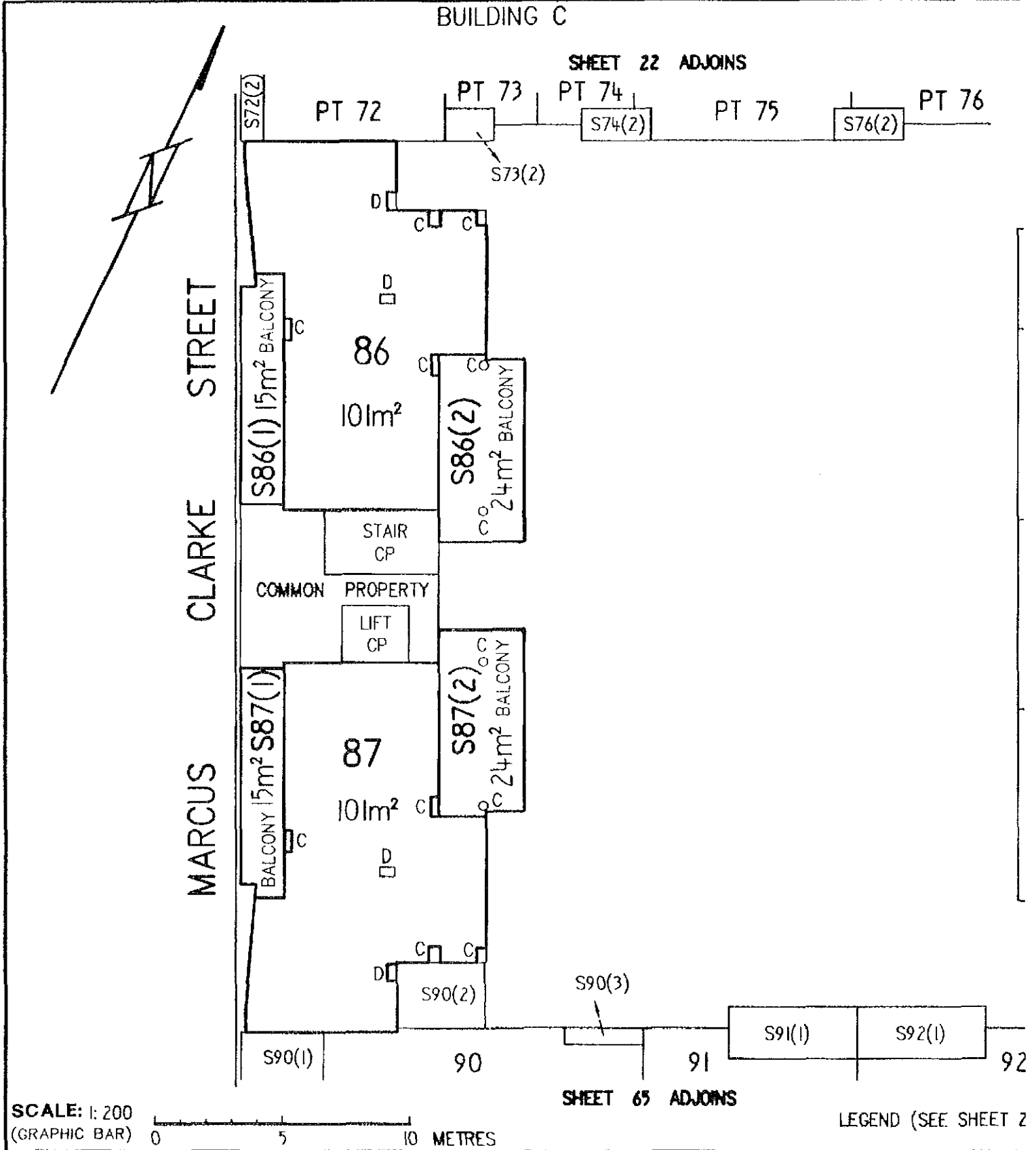
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER . . . SECOND . . . 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 400 in accordance with

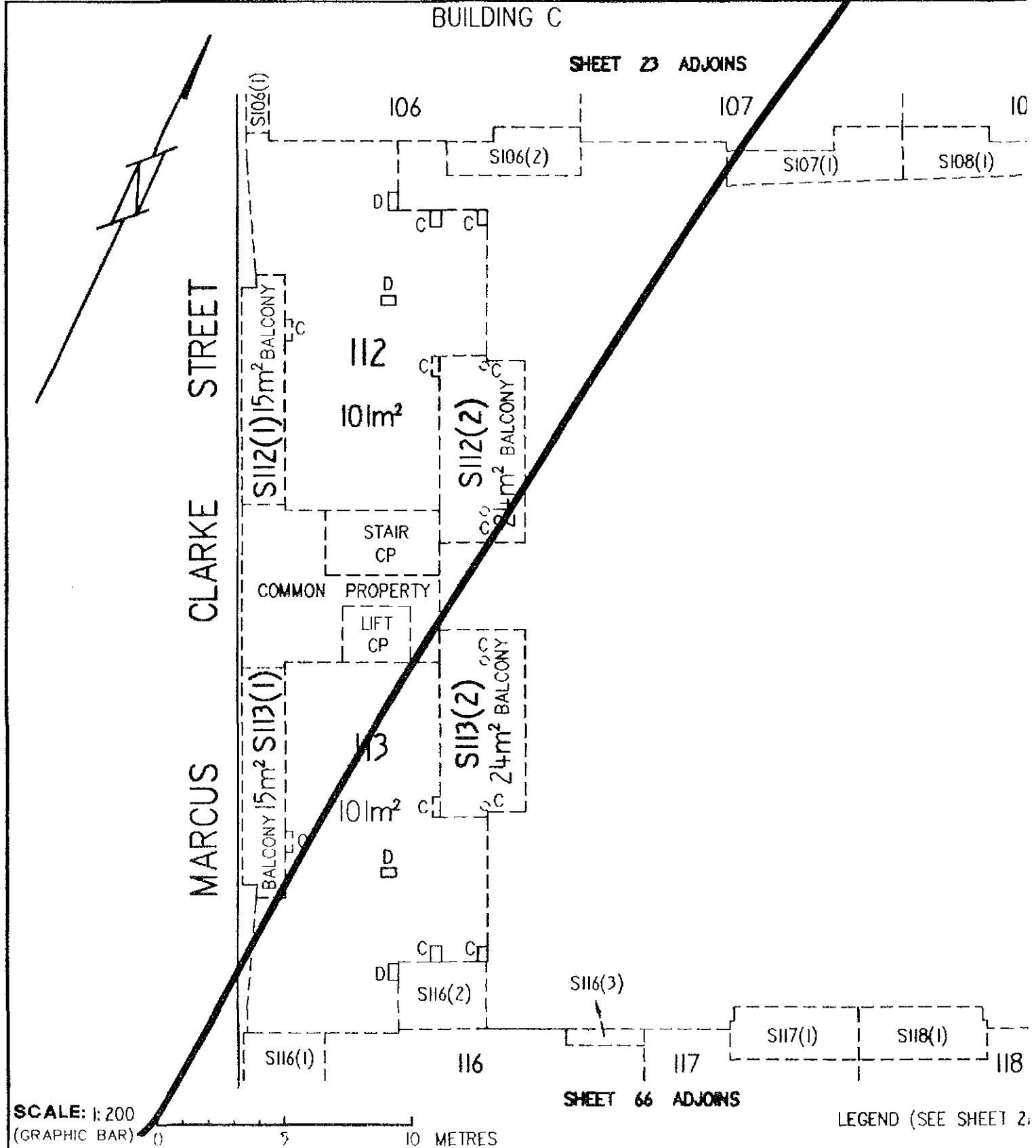
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535
Registered 18/7/2007
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 6 Pty

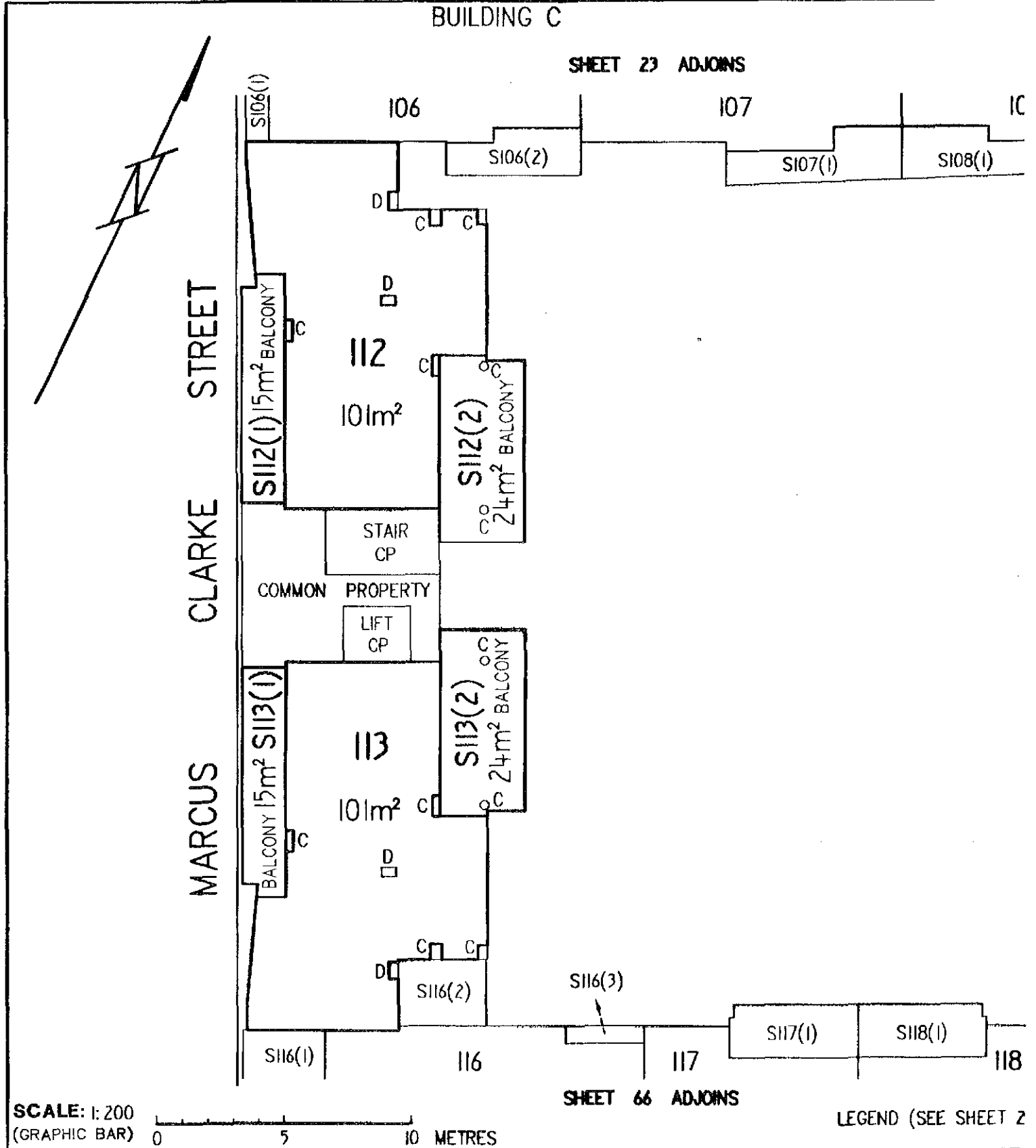
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2)

EXECUTION

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 400 in accordance with

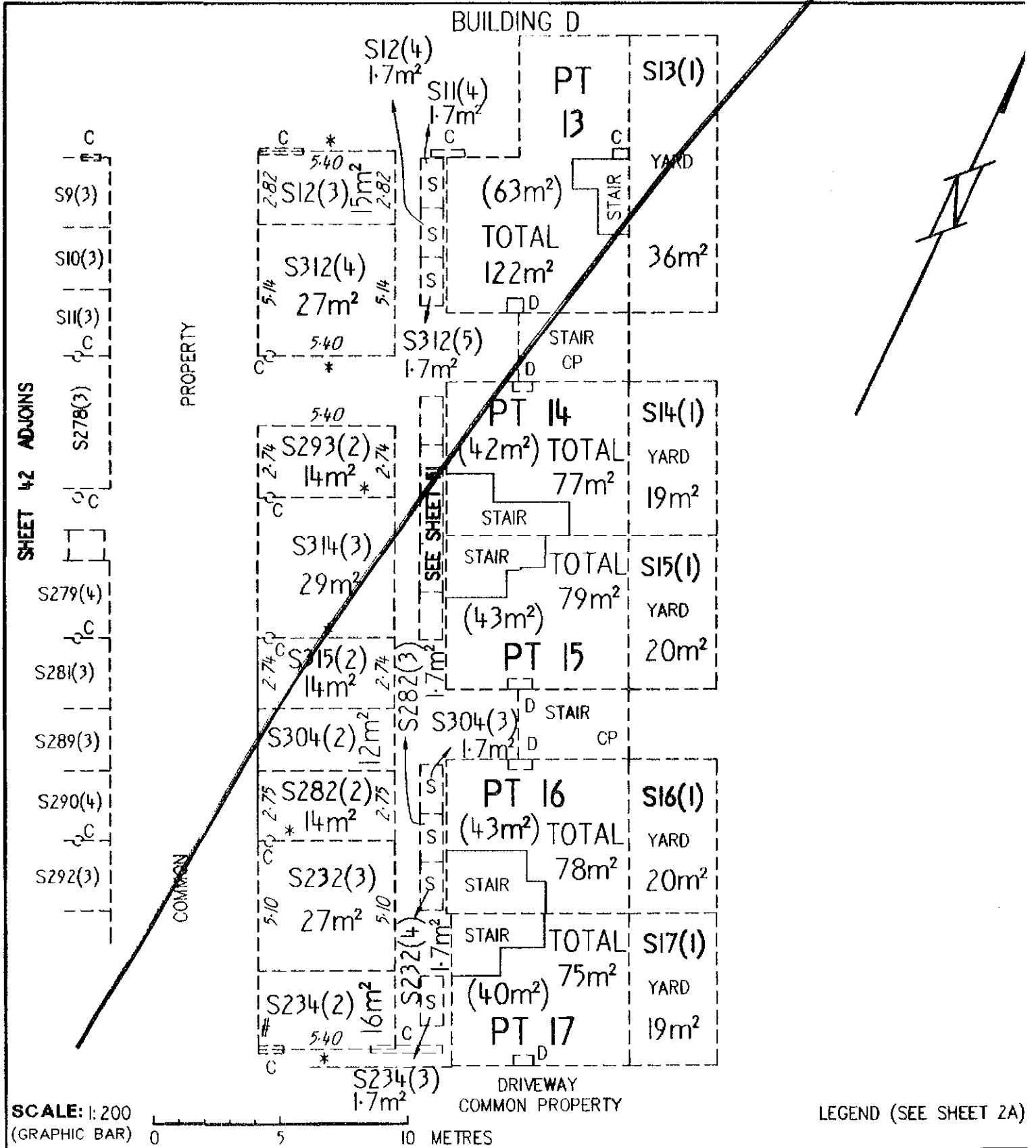
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/77
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) CLASS A UNIT UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 6 Pty

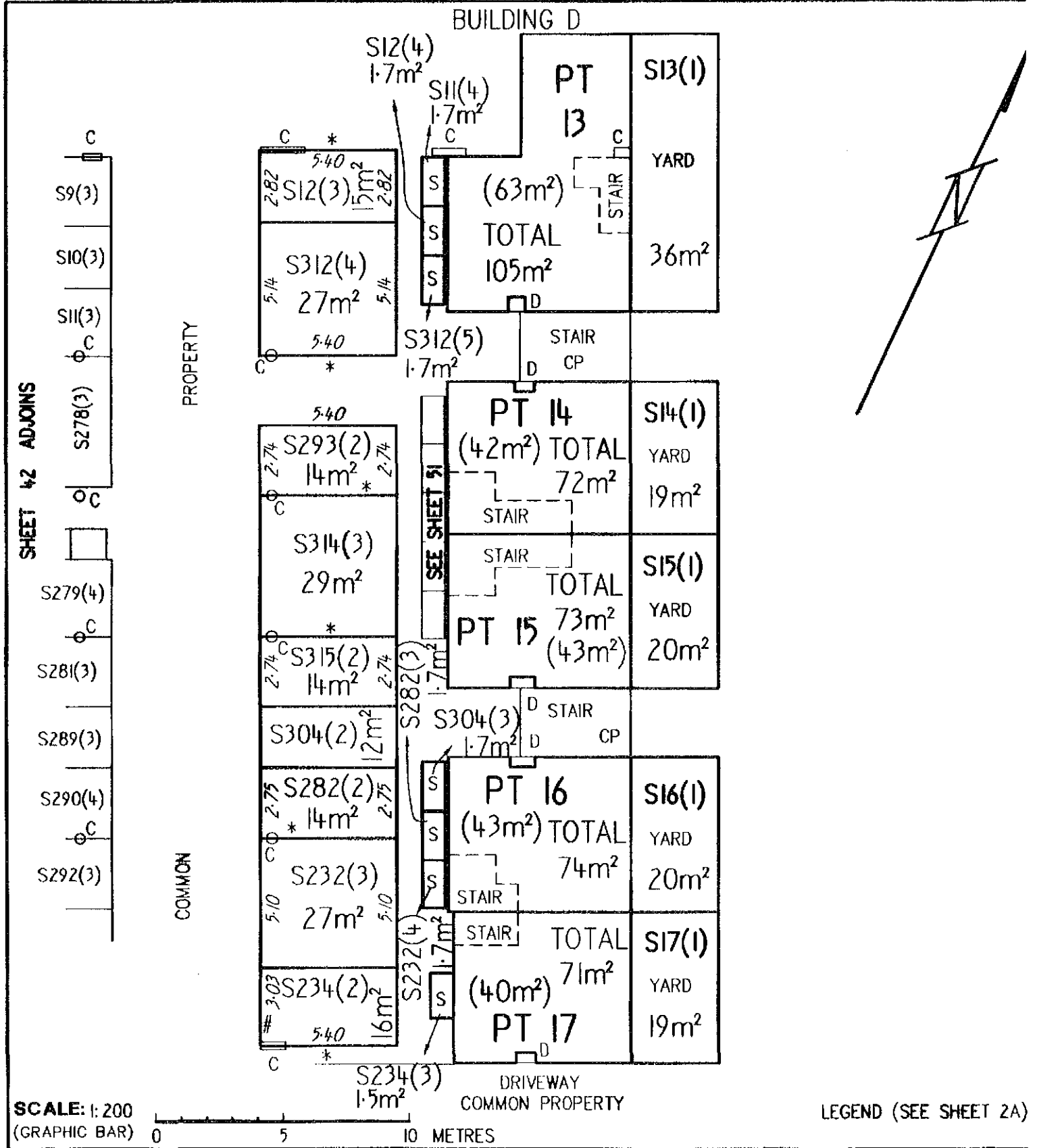
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

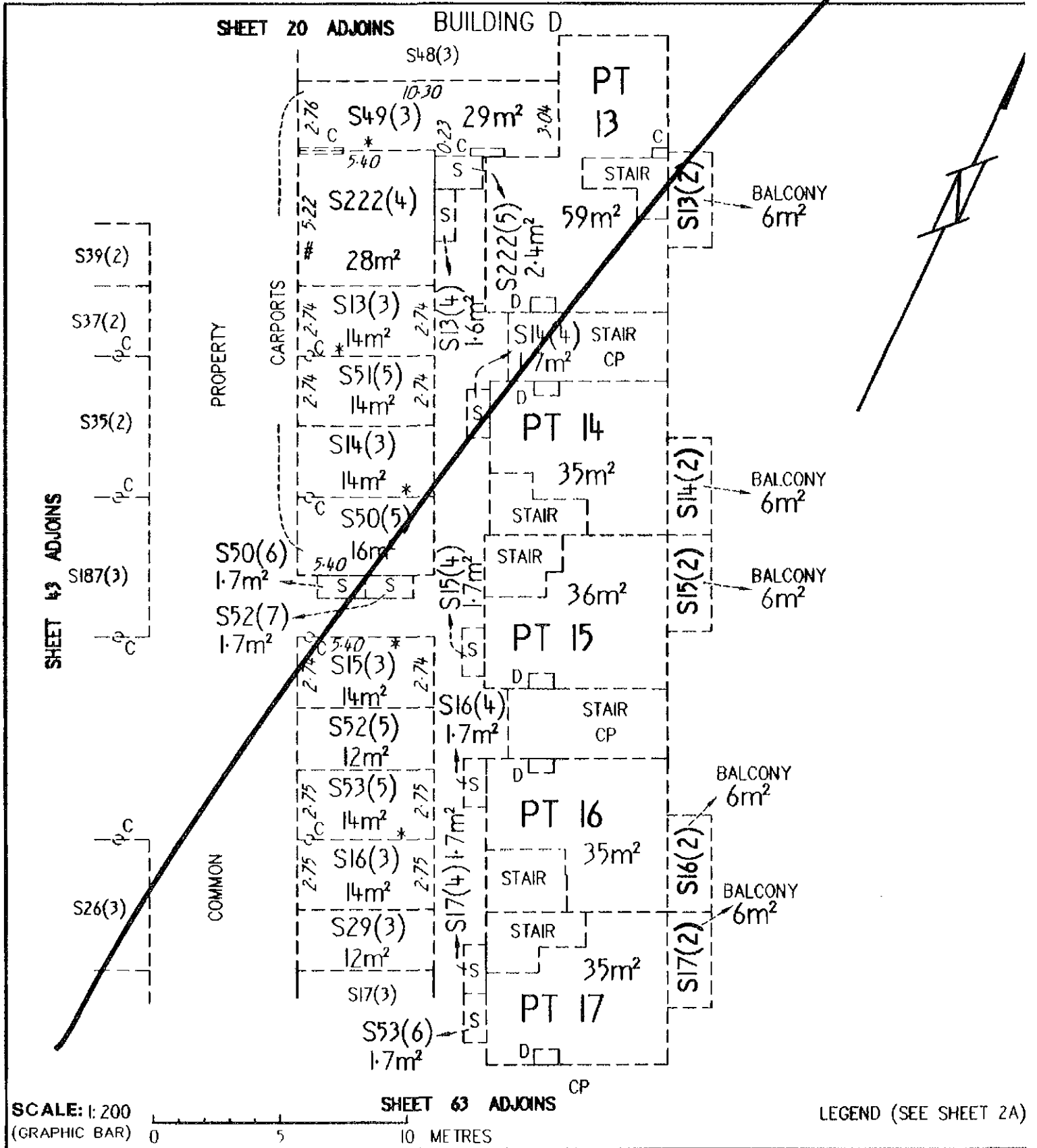
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1/
Registered 18/7/2
Replacement Sheets

44

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION
Signed for and on behalf of Section 6 Ptv

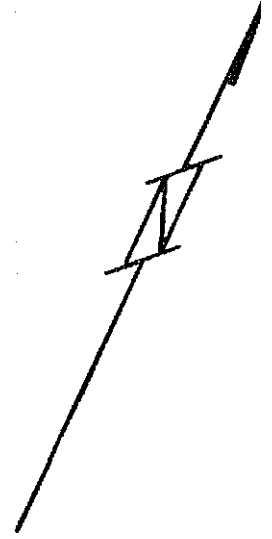
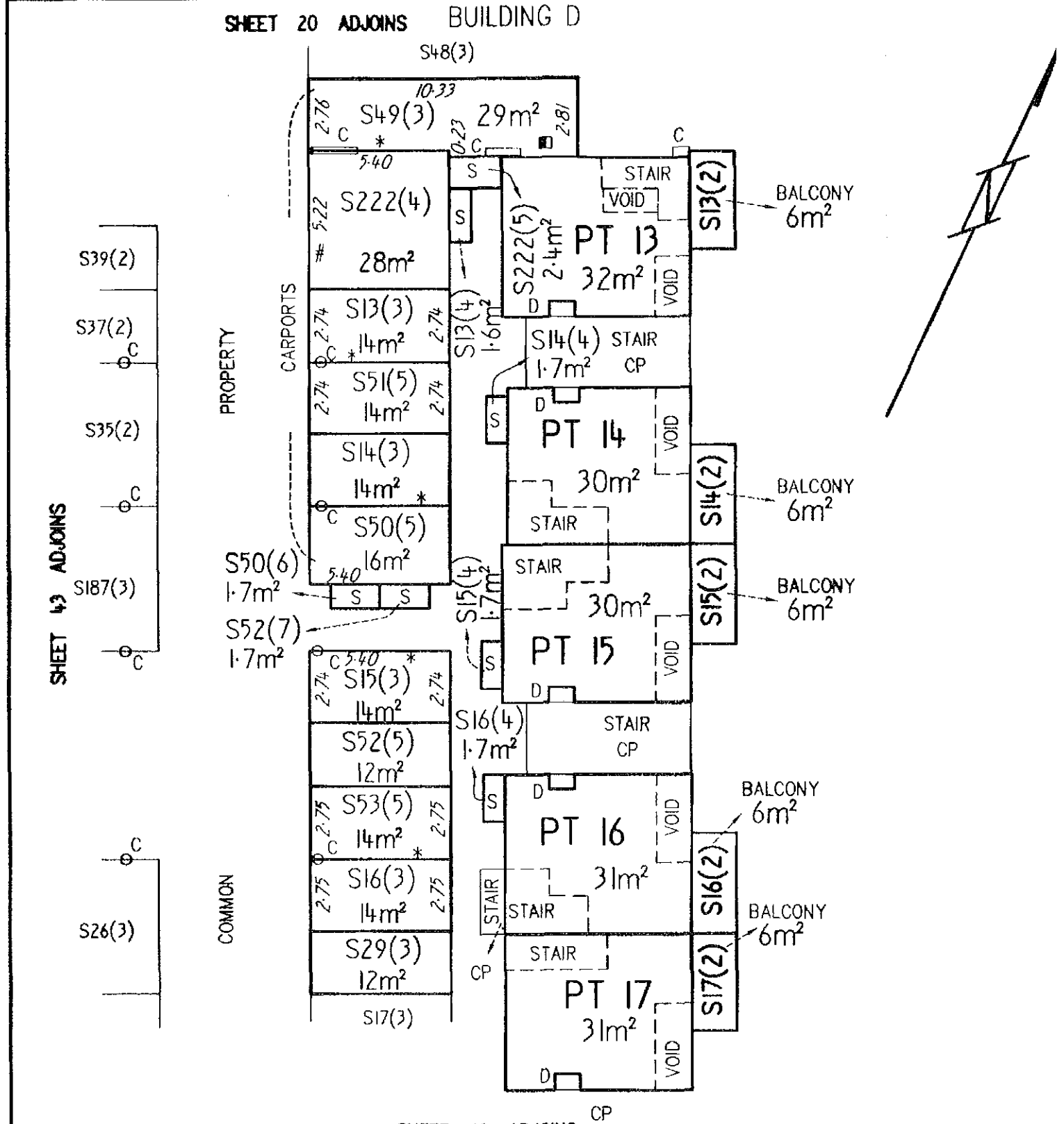
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)



SCALE: 1:200 (GRAPHIC BAR) 0 5 10 METRES

SHEET 63 ADJOINS

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

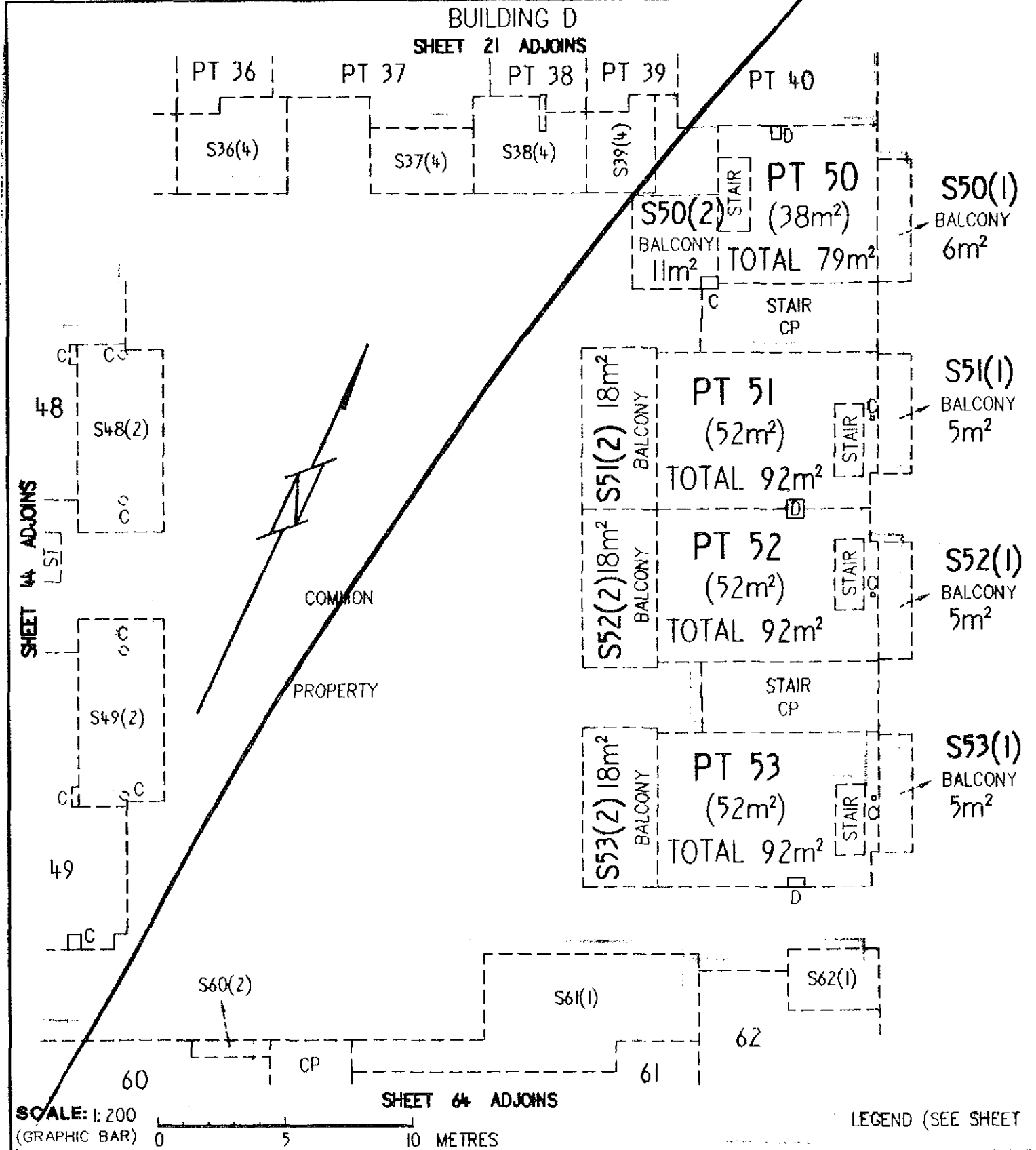
ALUP 1535207 and 15:
Registered 18/7/20
Replacement Sheets I:

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

41

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST & CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 8 Ptv

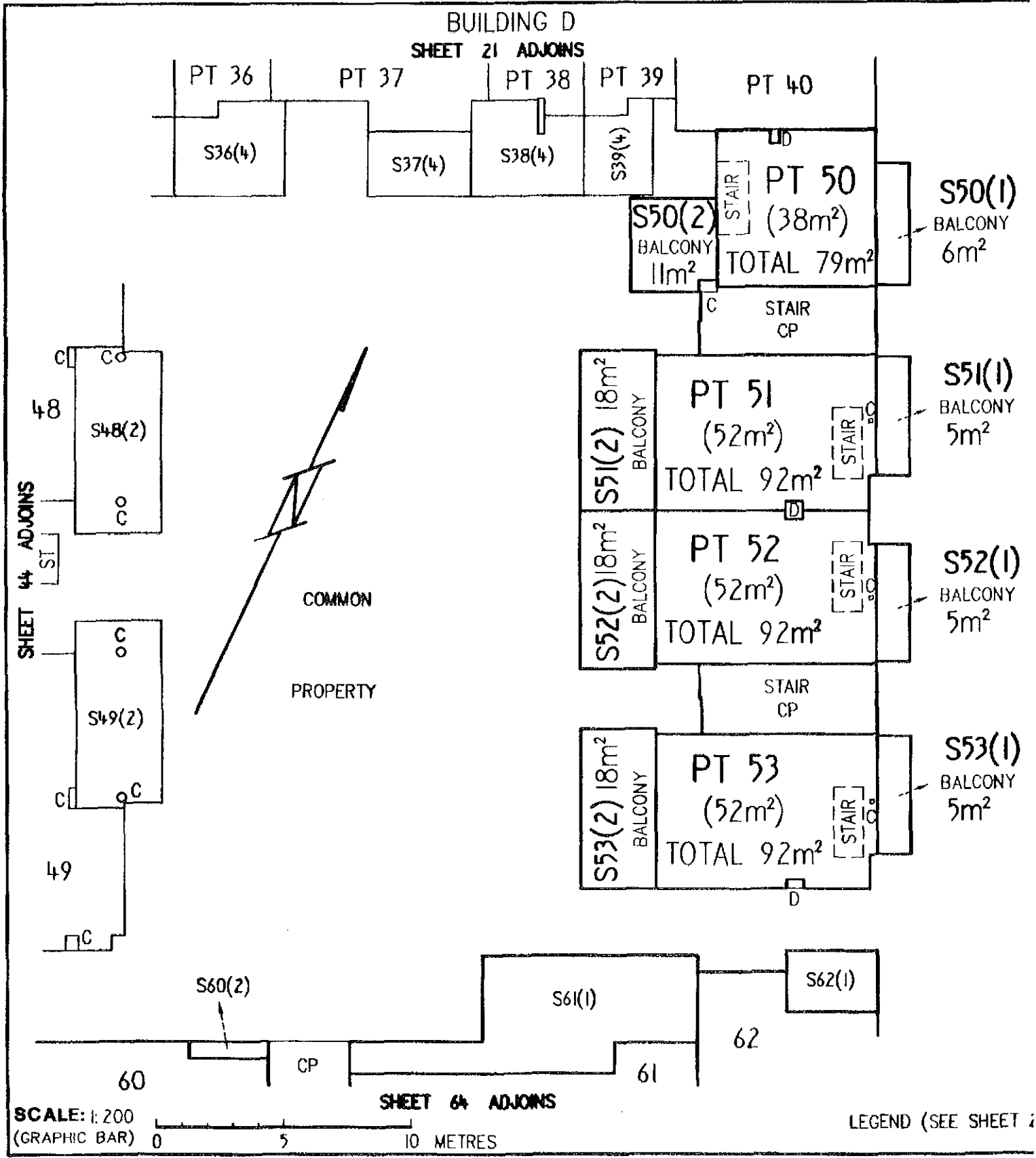
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B)



EXECUTION
Signed for and on behalf of Section 6 Pty
1 M A C N O O R 0 0 1 4 0 0 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

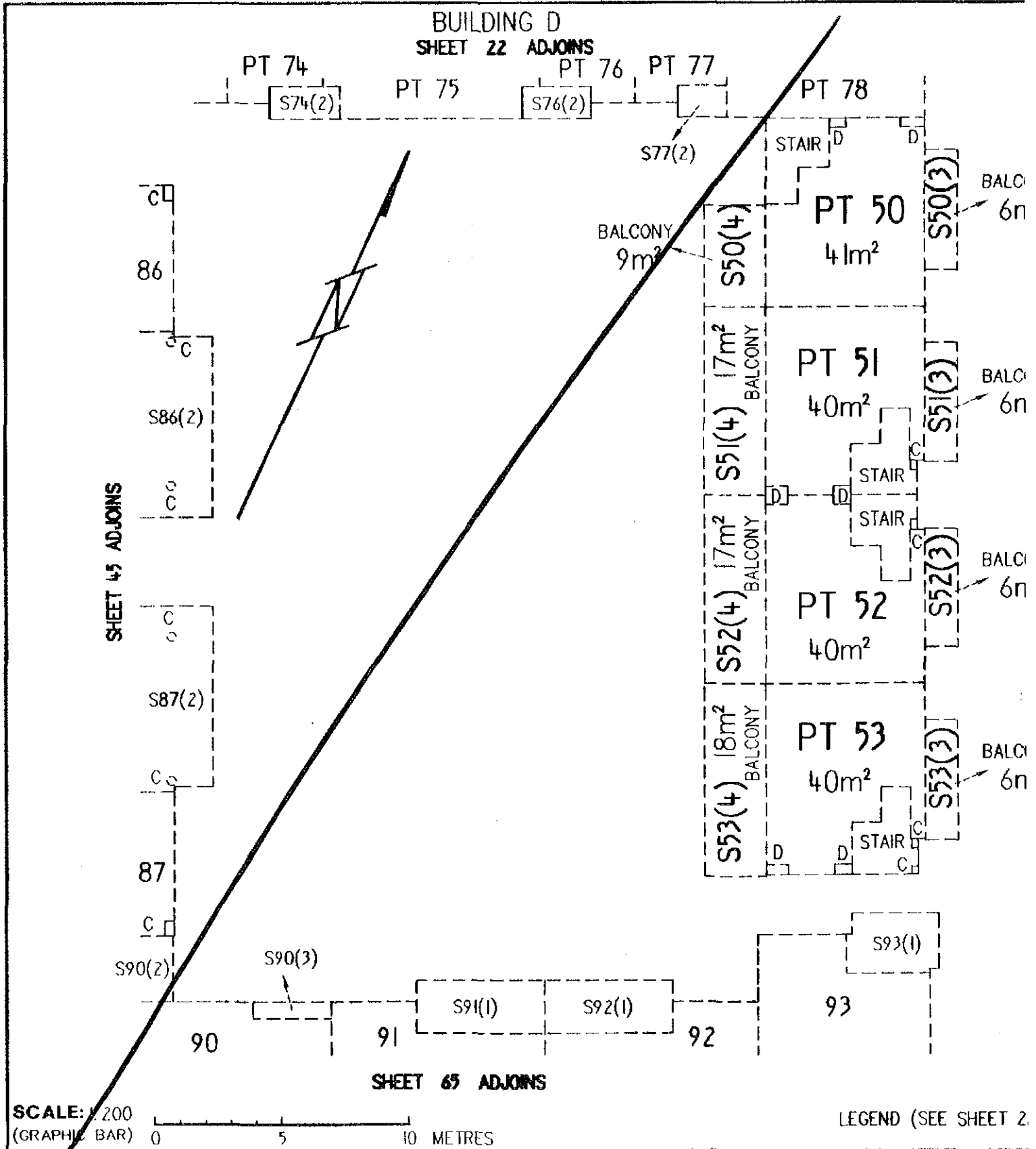
ALUP 1535207 and 153
Registered 18/7/200
Replacement Sheets Is



SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2)

EXECUTION

Signed for and on behalf of Section 6 Pty

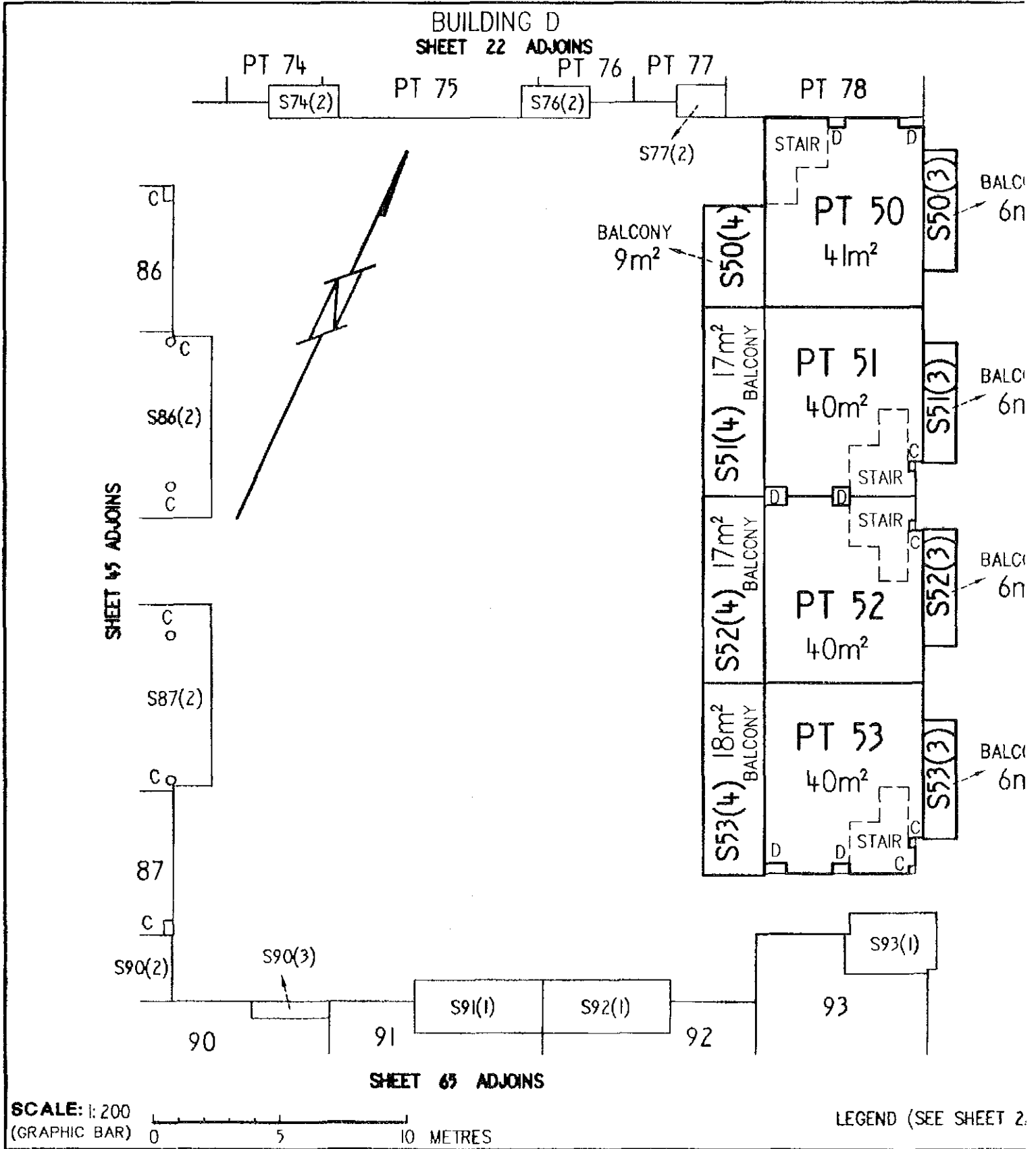
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER **SECOND** 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2.)

EXECUTION

Signed for and on behalf of Section 6 Pty

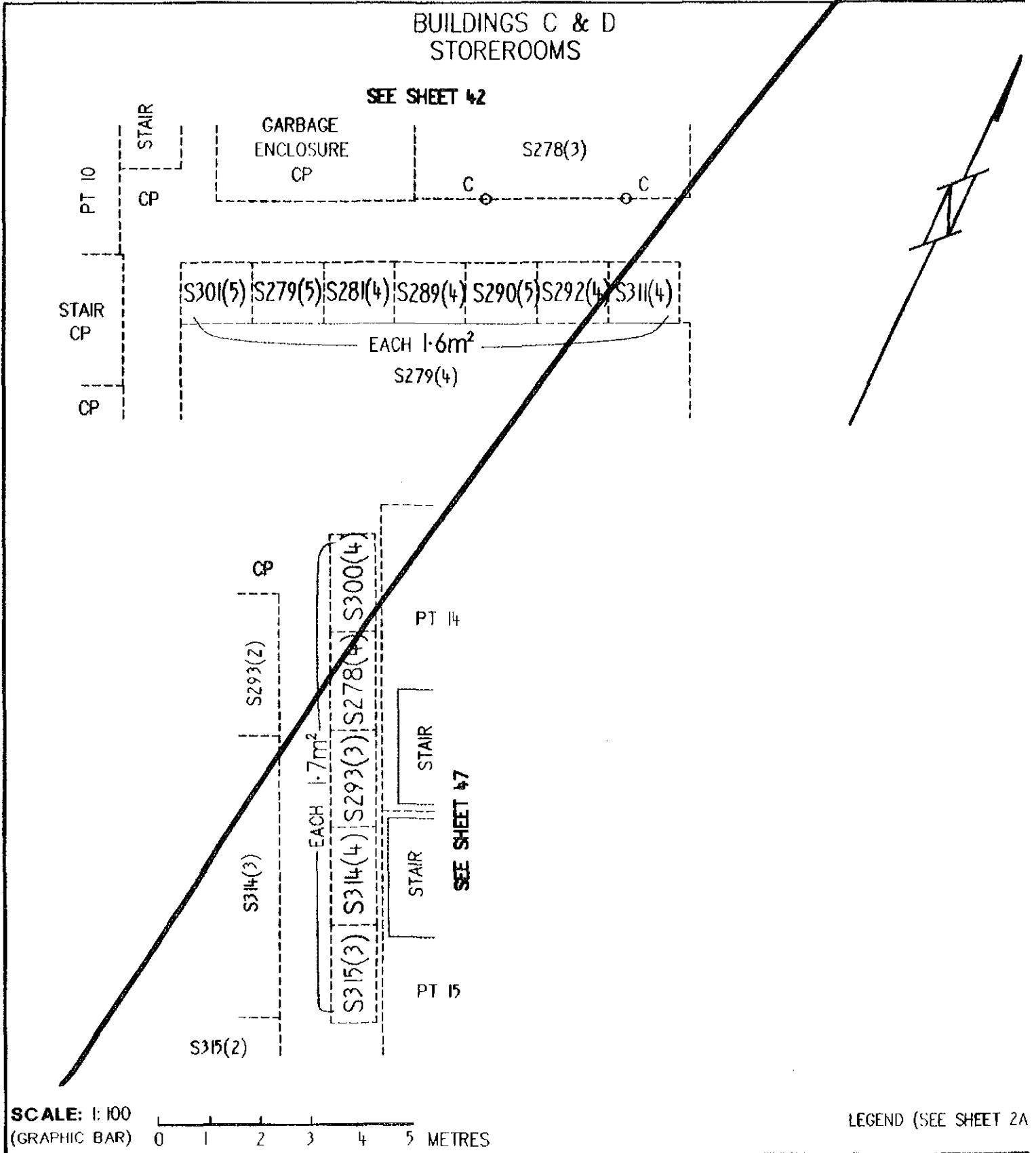
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535:
Registered 18/7/2007
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSID.



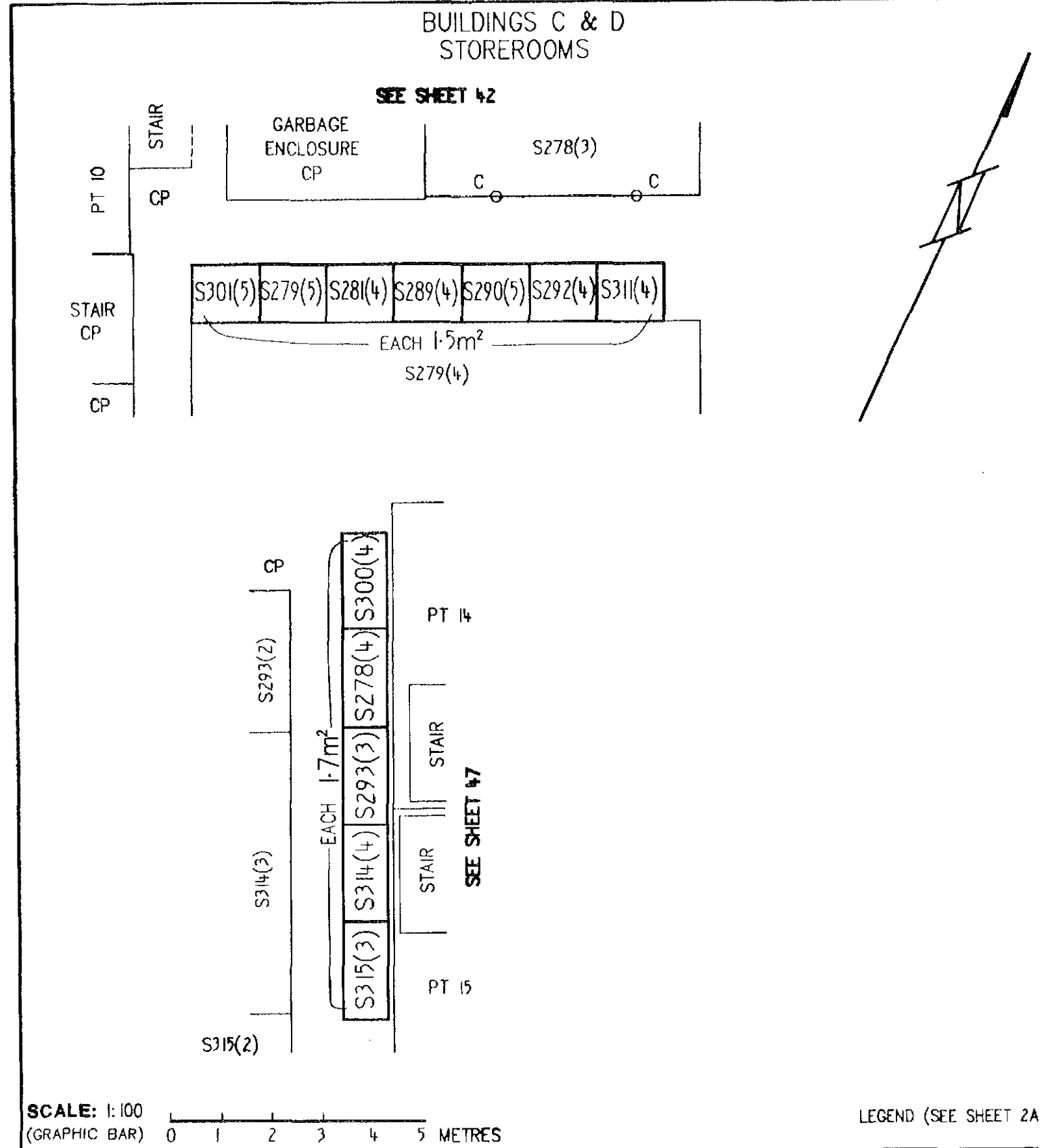
EXECUTION

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 6 Pty
 Ltd ACN 009 001 400 in accordance with

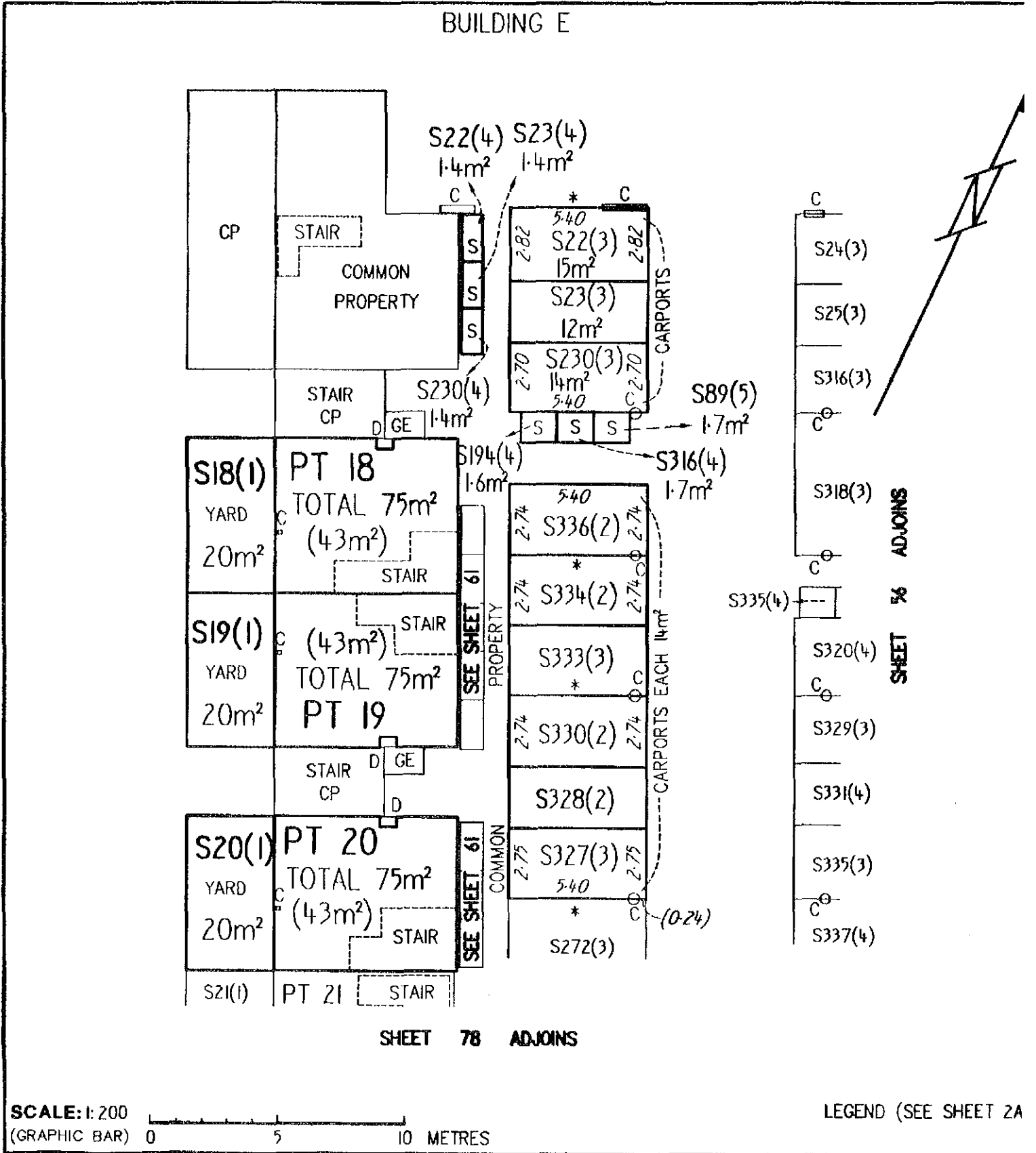
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 6 Pty

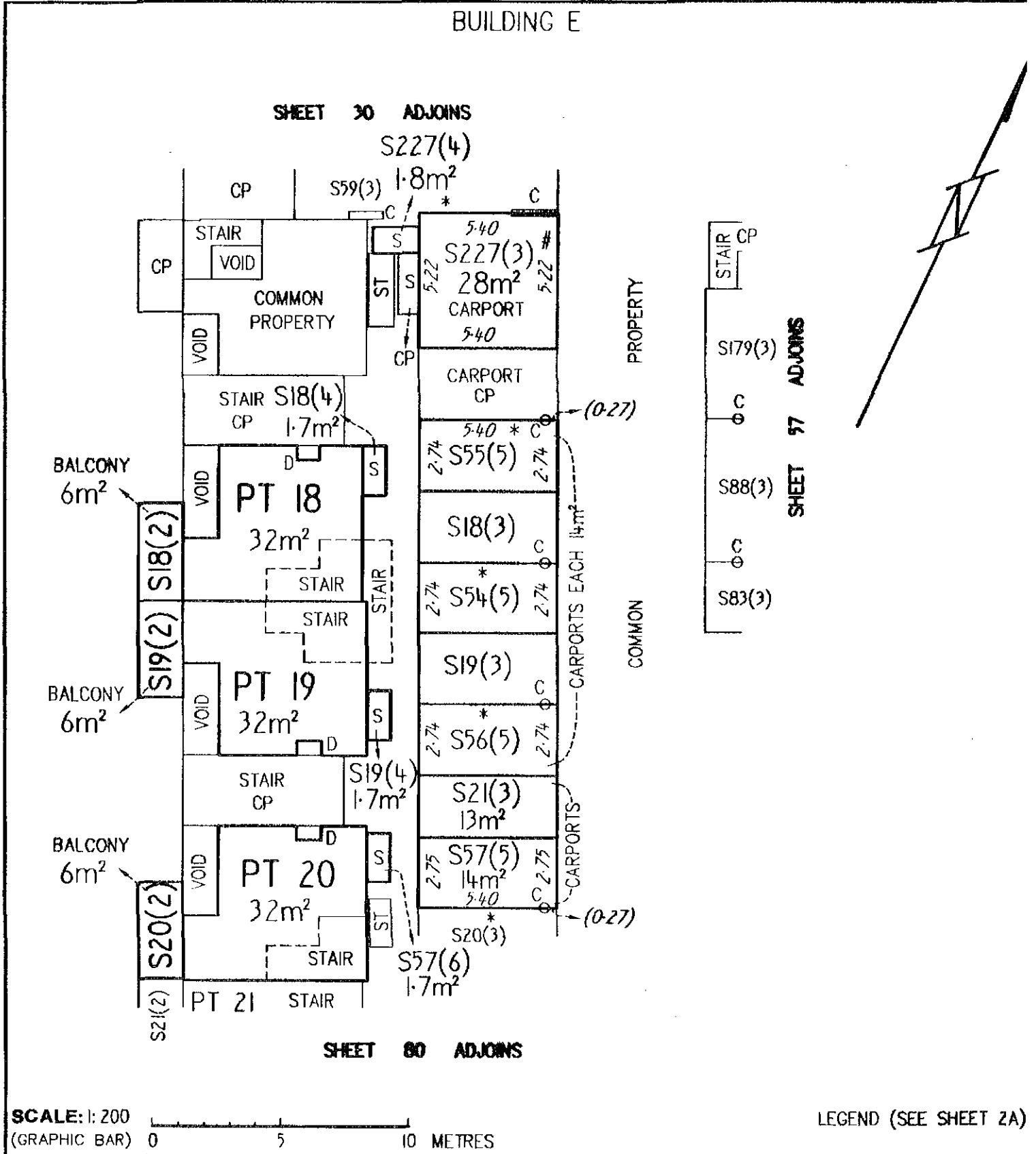
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UN
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION

Signed for and on behalf of Section 6 Pty

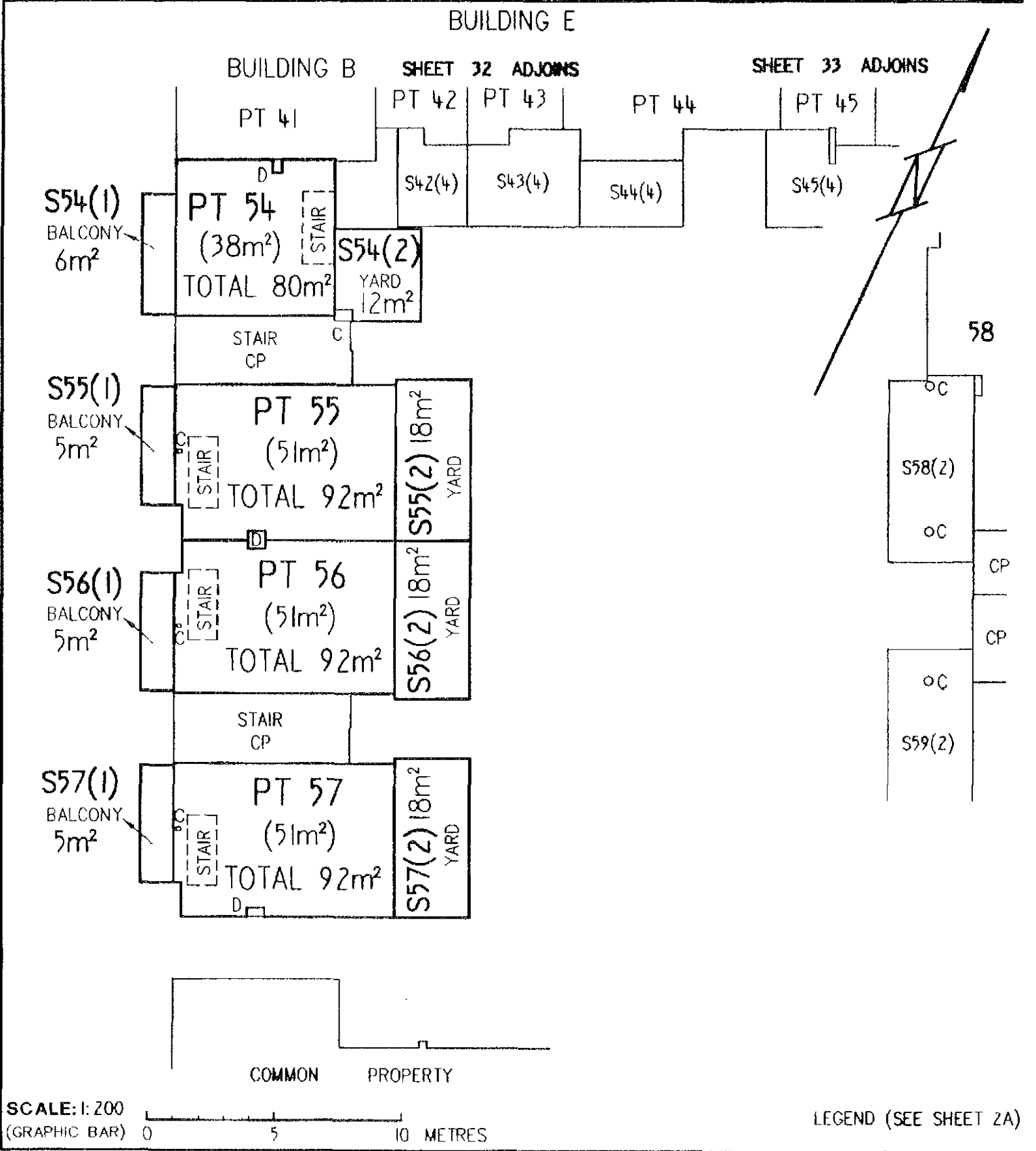
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Pty

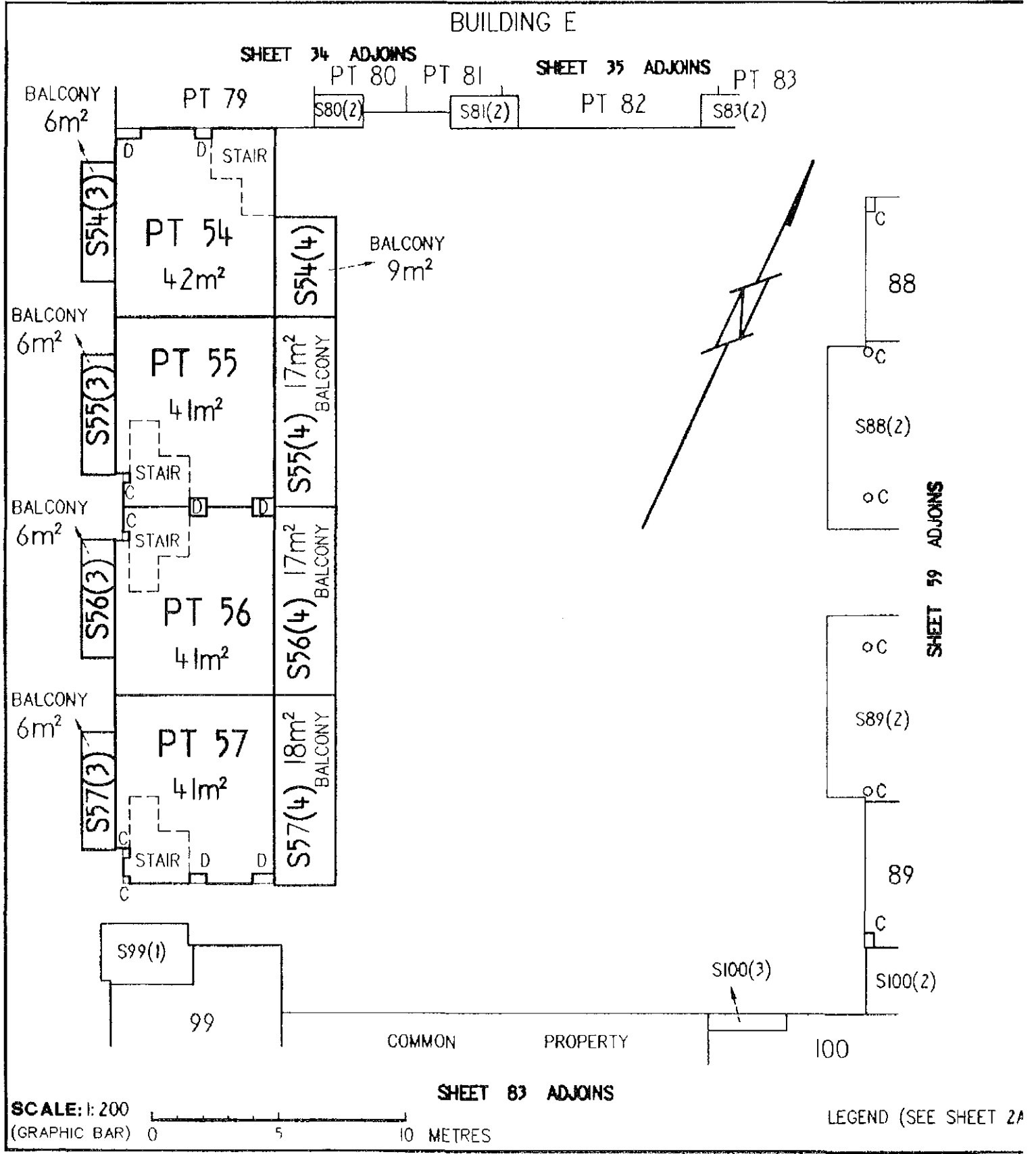
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 8 Ptv

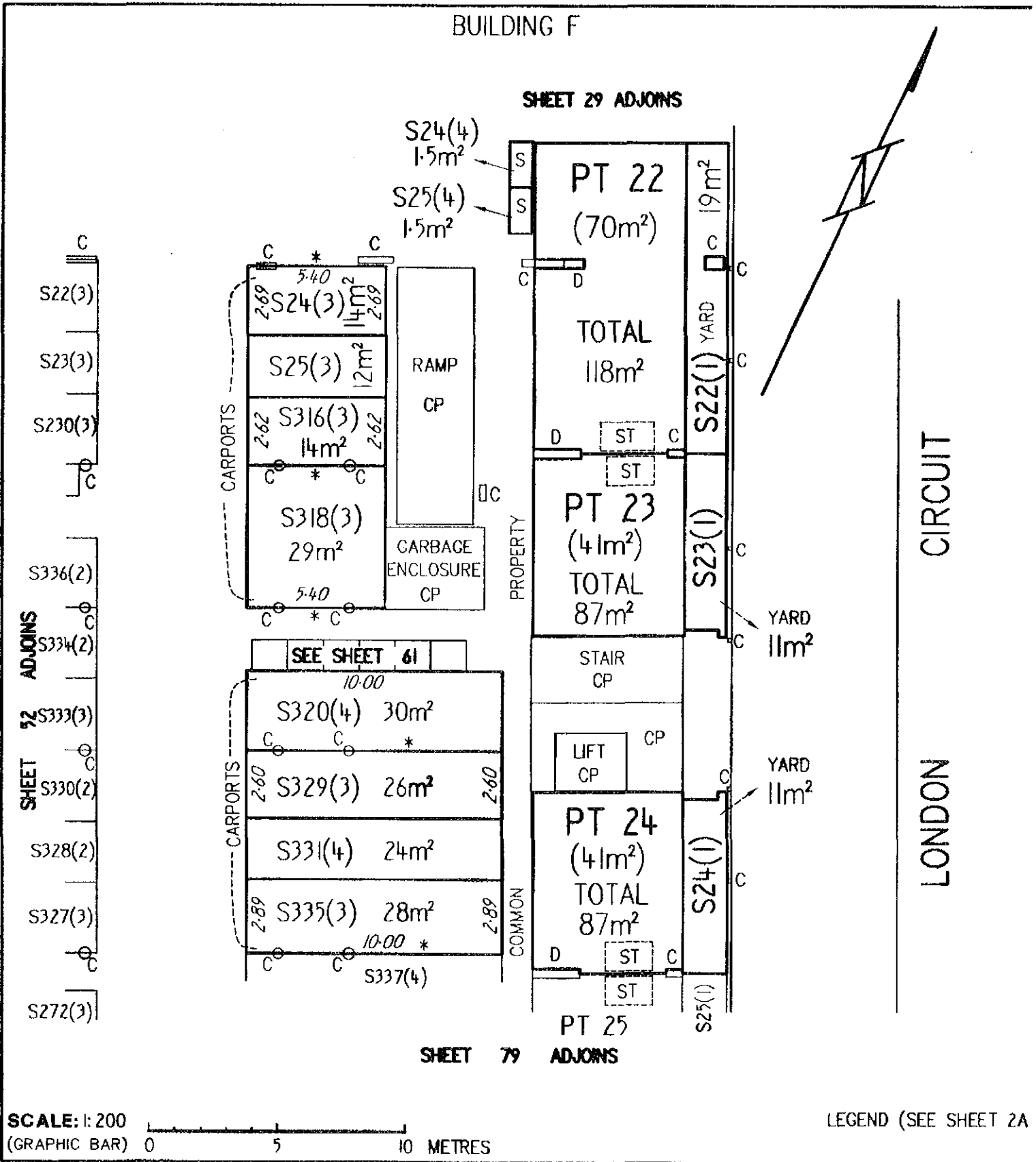
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

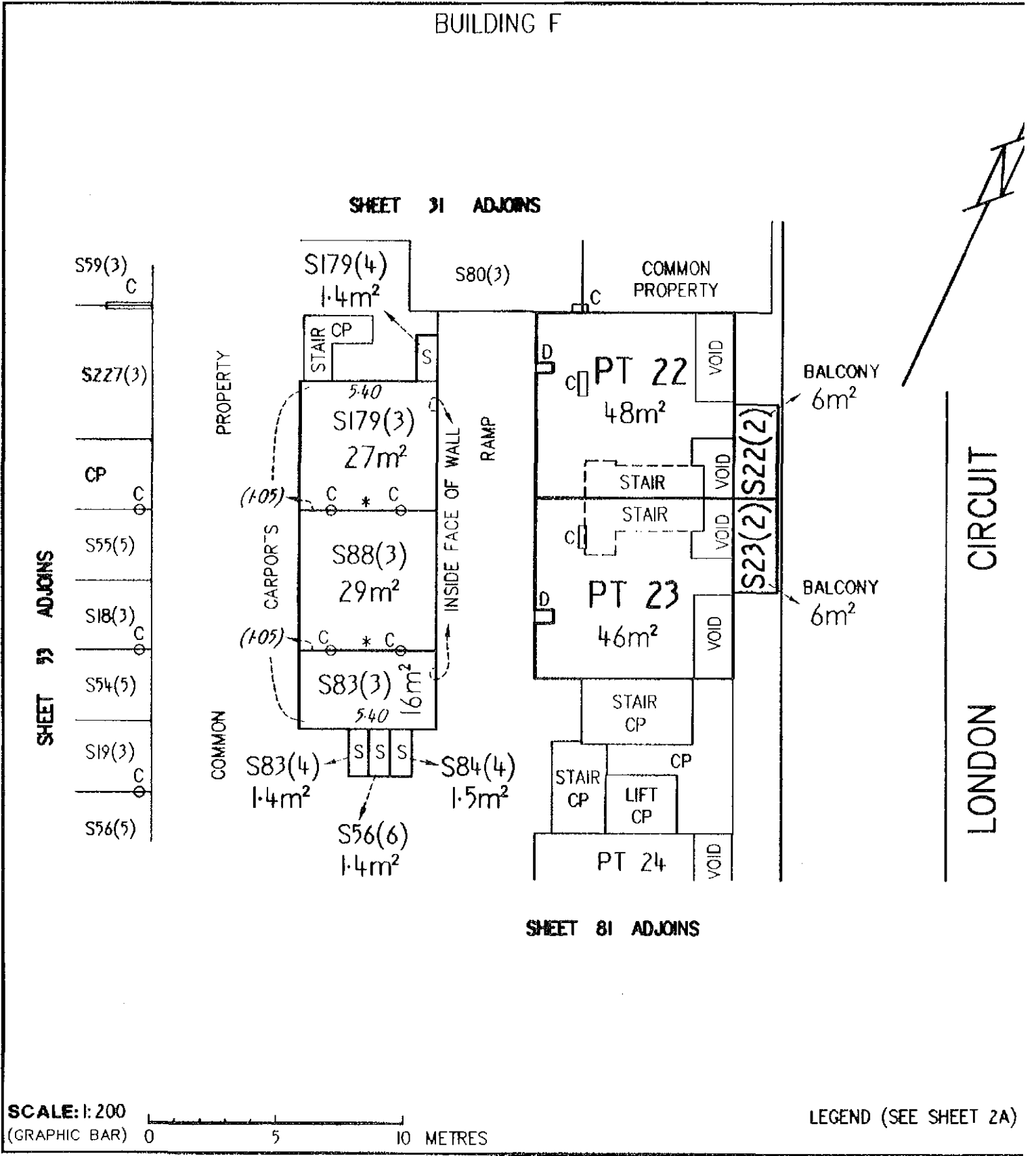
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)

BUILDING F



EXECUTION
Signed for and on behalf of Section 6 Pty

LEGEND (SEE SHEET 2A)

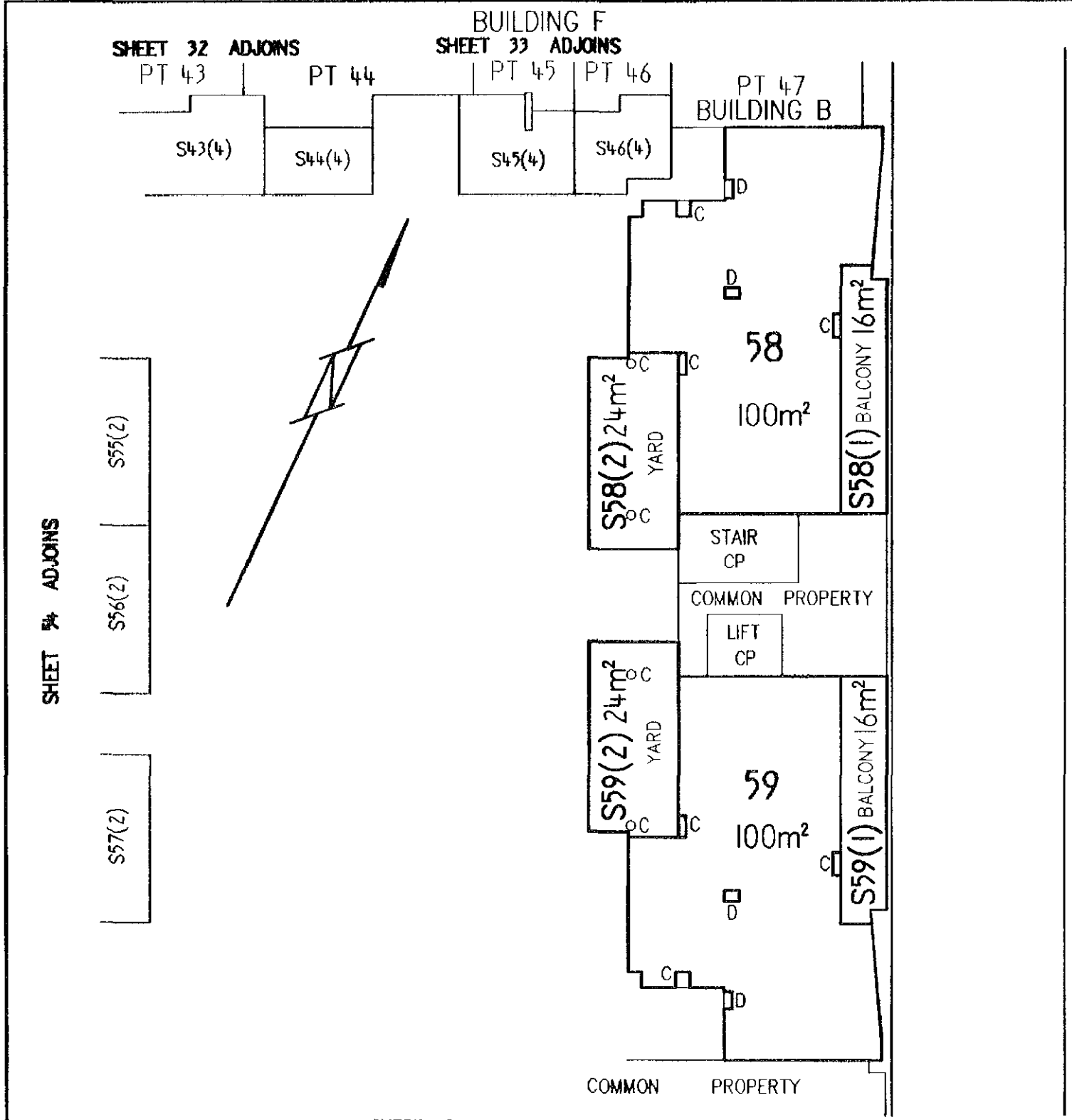
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNI

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) UNIT SUBSID.



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Ptv

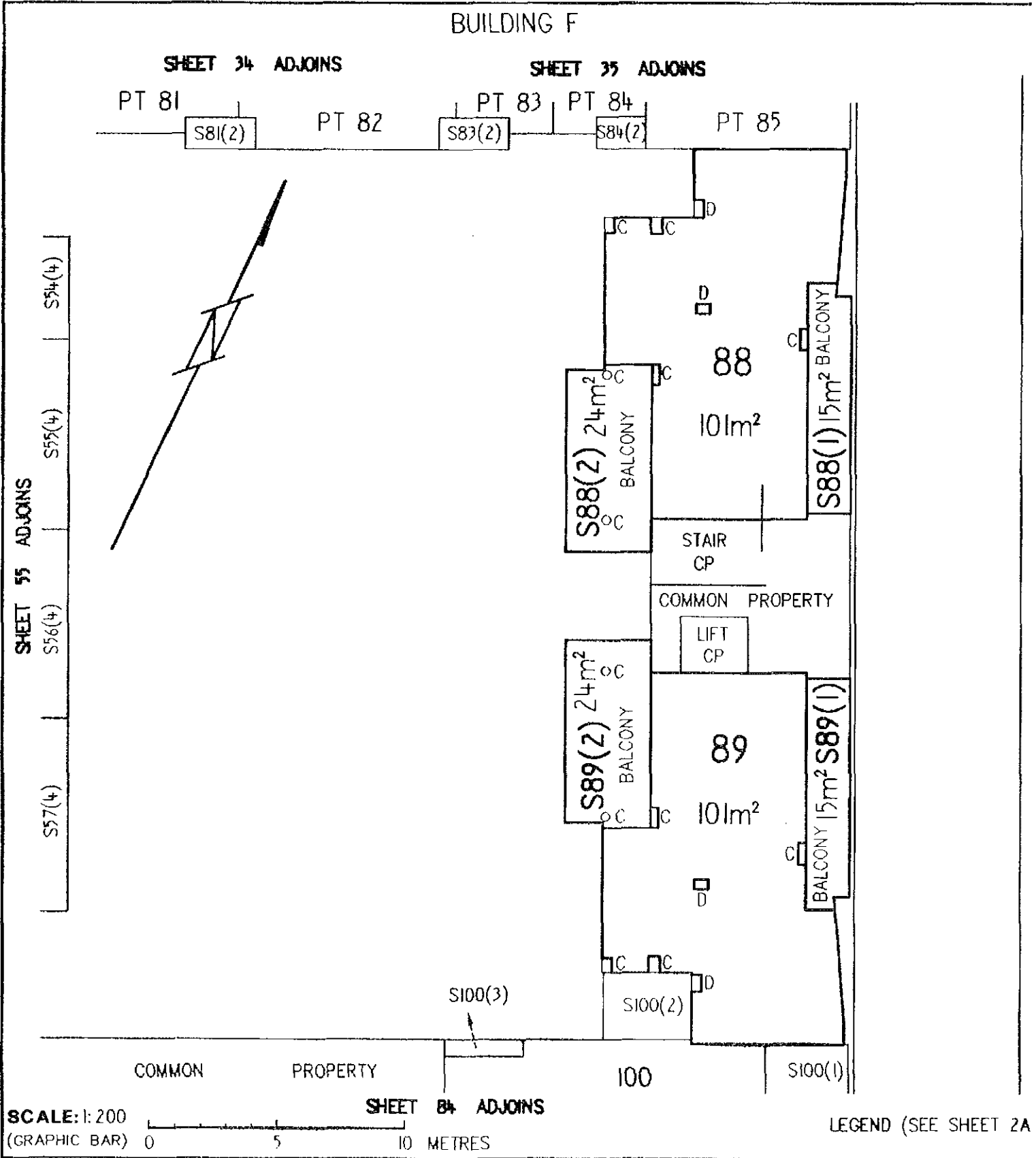
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER **SECOND** 4. CLASS OF UNITS (A or B)



EXECUTION
Signed for and on behalf of Section 8 Pty

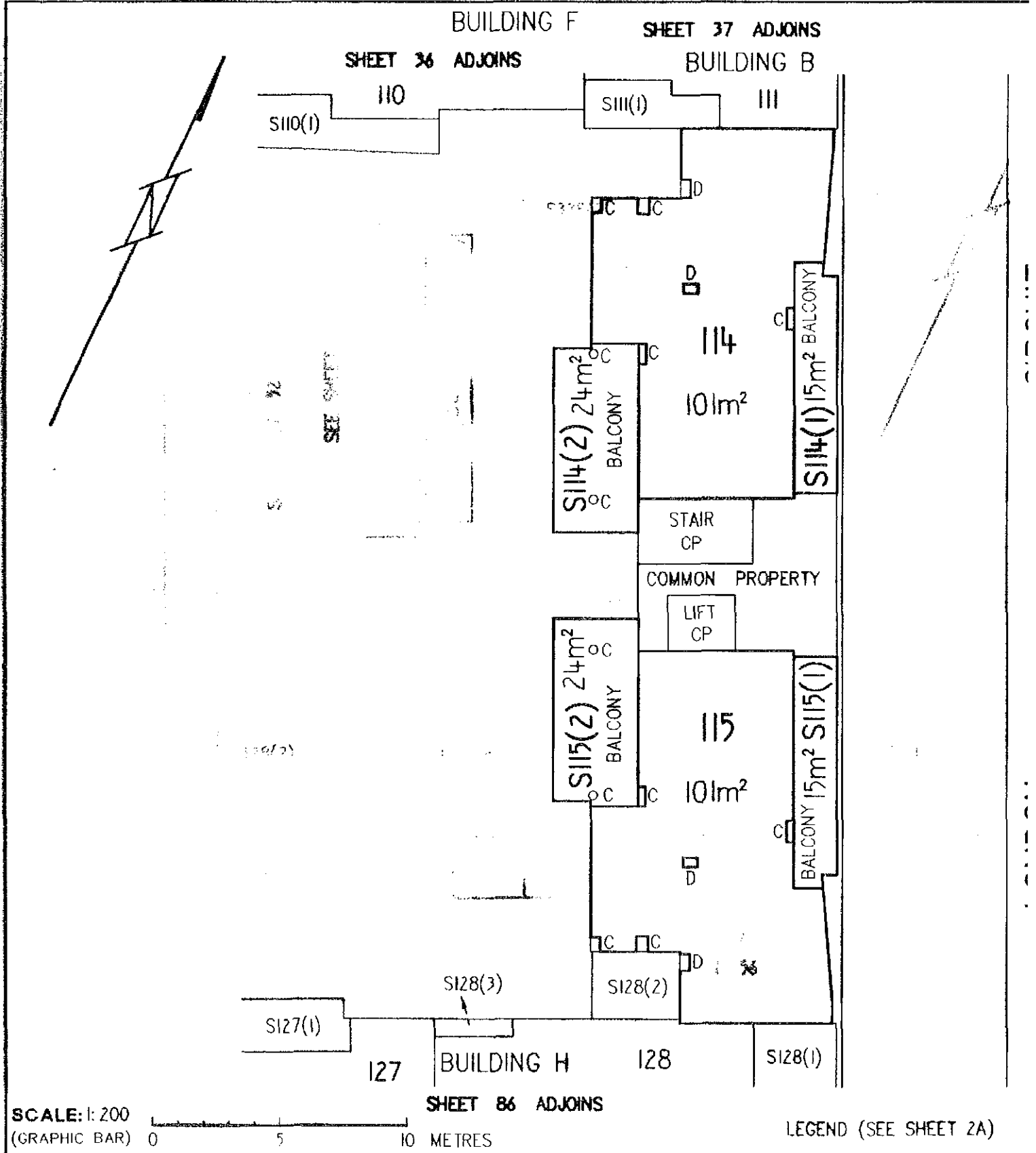
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDY

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B)



EXECUTION

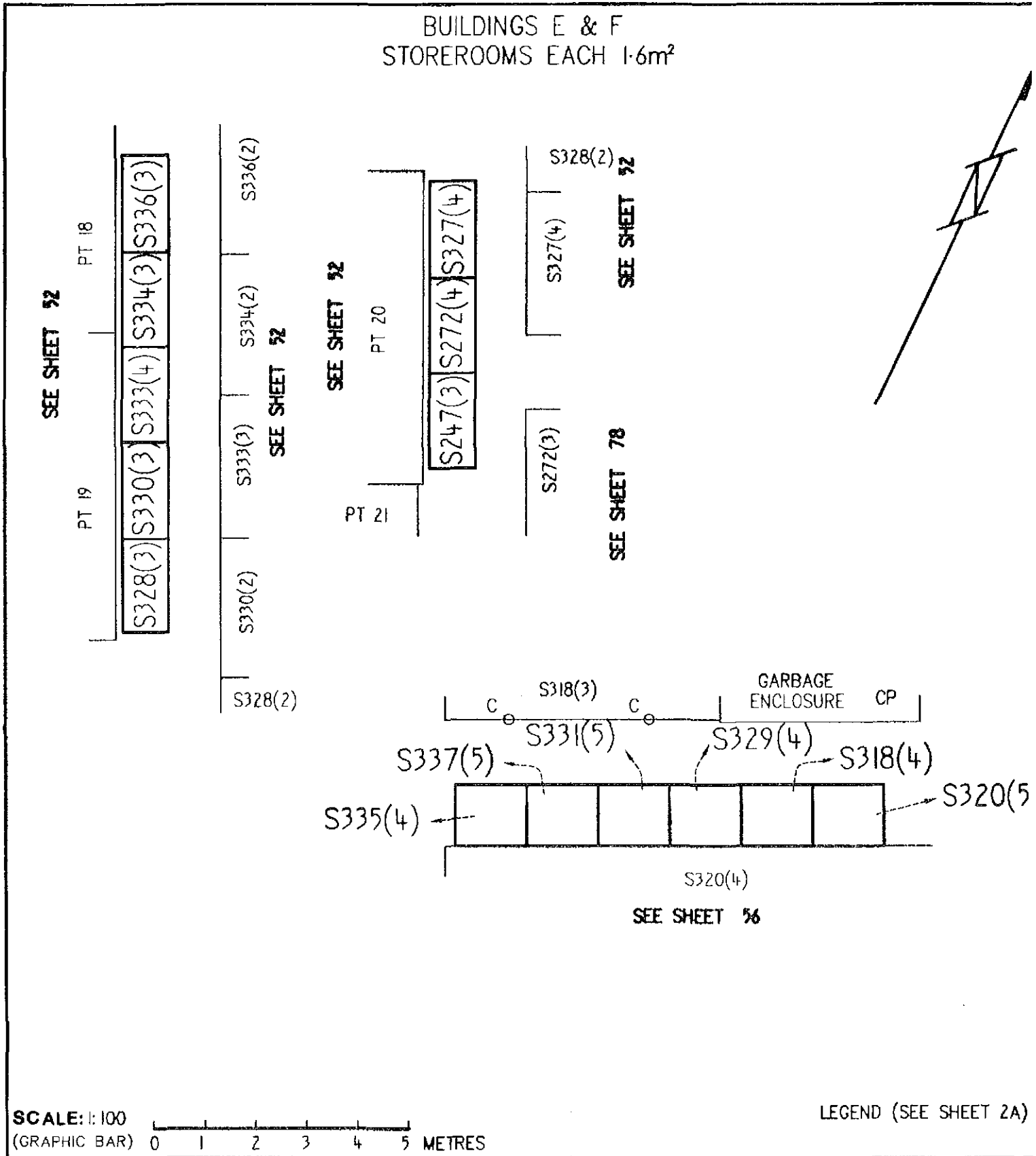
Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION
Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15:
Registered 18/7/20
Replacement Sheets I:

SITE PLAN FLOOR PLAN (tick appropriate box)

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IF FLOOR PLAN, STATE FLOOR NUMBER **GROUND** 4. CLASS OF UNITS (A or B) **UNIT SUBSIDY**

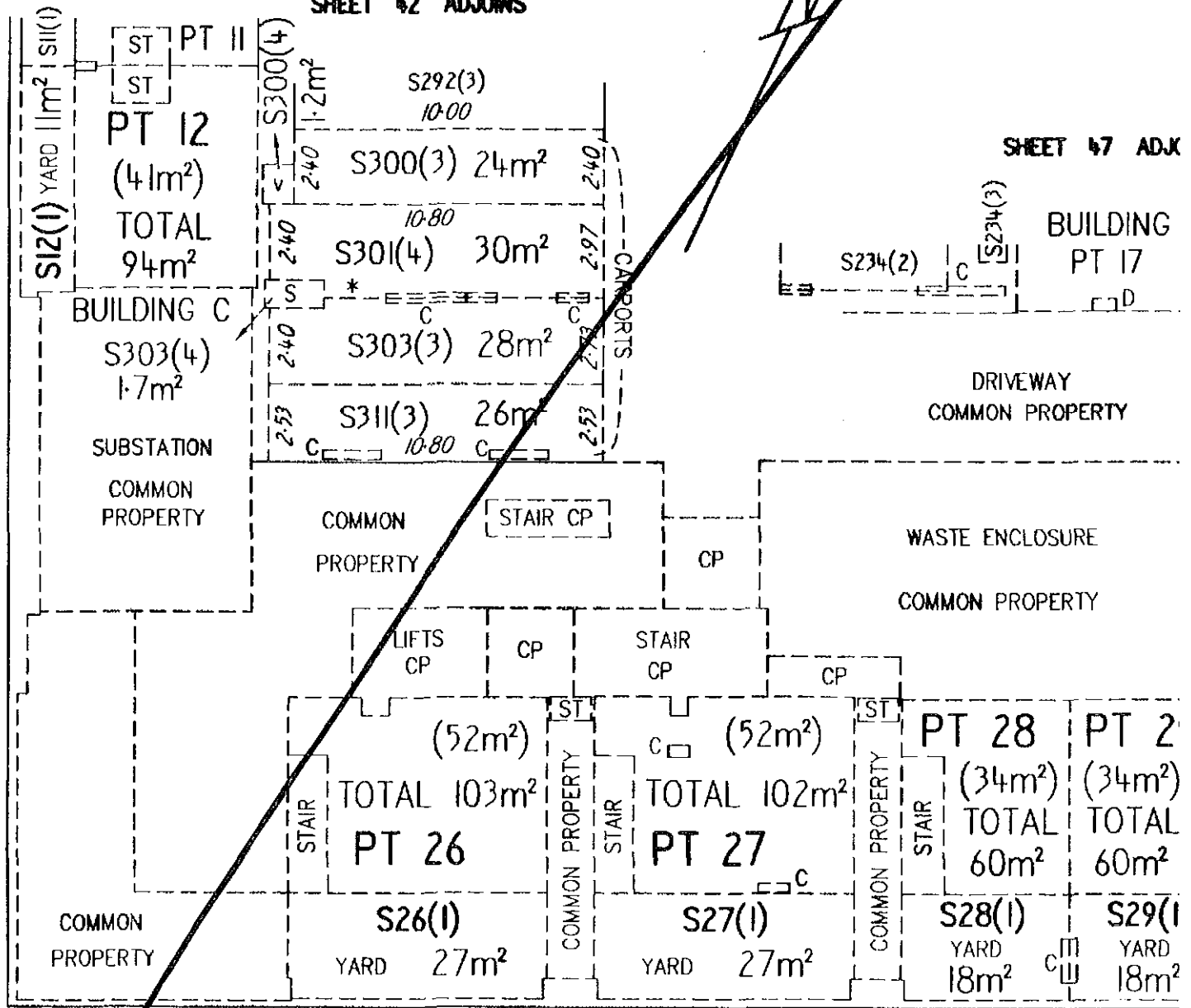
BUILDING G

LEGEND (SEE SHEET 2A)

SHEET 42 ADJOINS

SHEET 47 ADJ

MARCUS CLARKE STREET



EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)

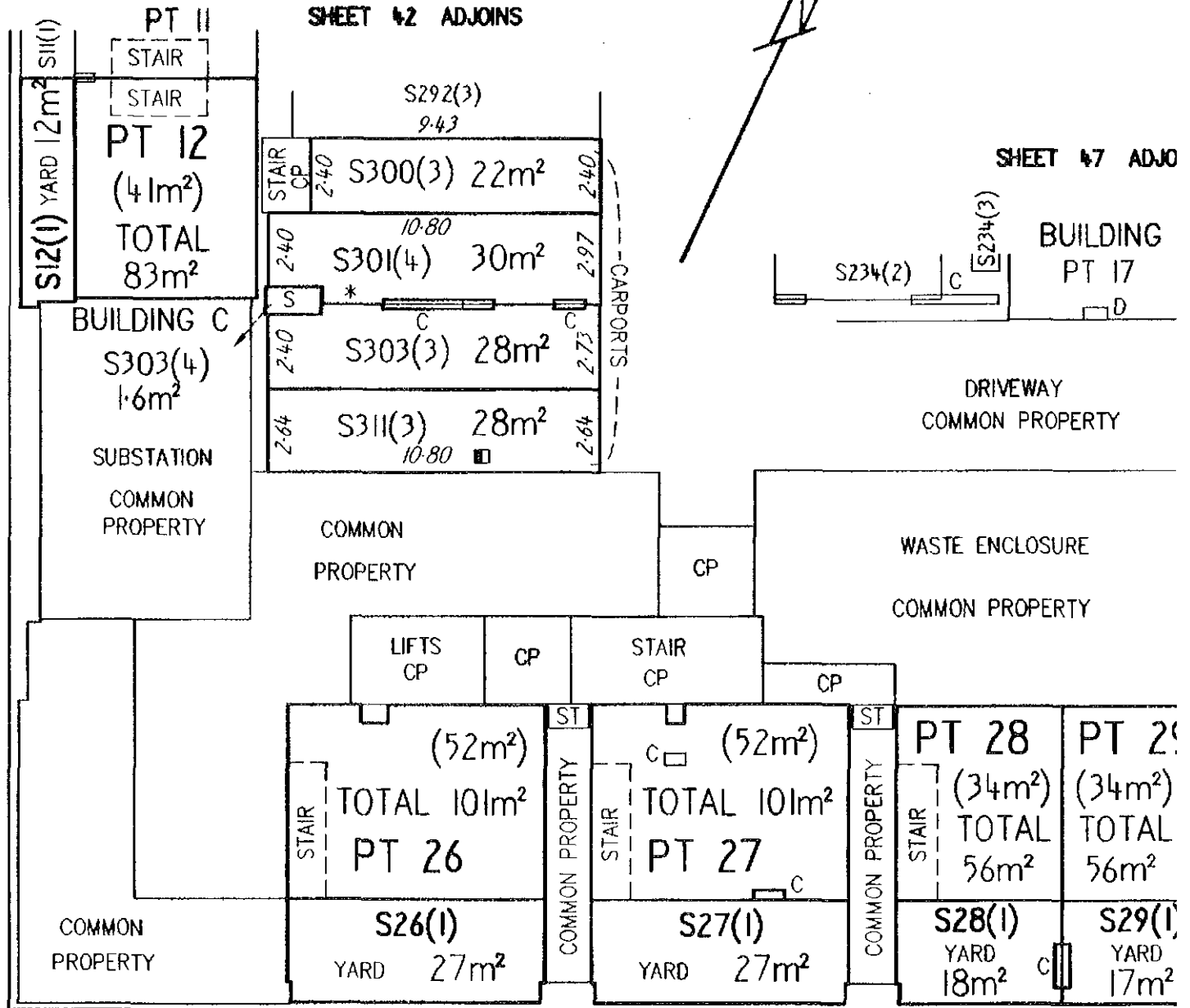
BUILDING G

LEGEND (SEE SHEET 2A)

SHEET 42 ADJOINS

SHEET 47 ADJO

MARCUS CLARKE STREET



EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with

LAND

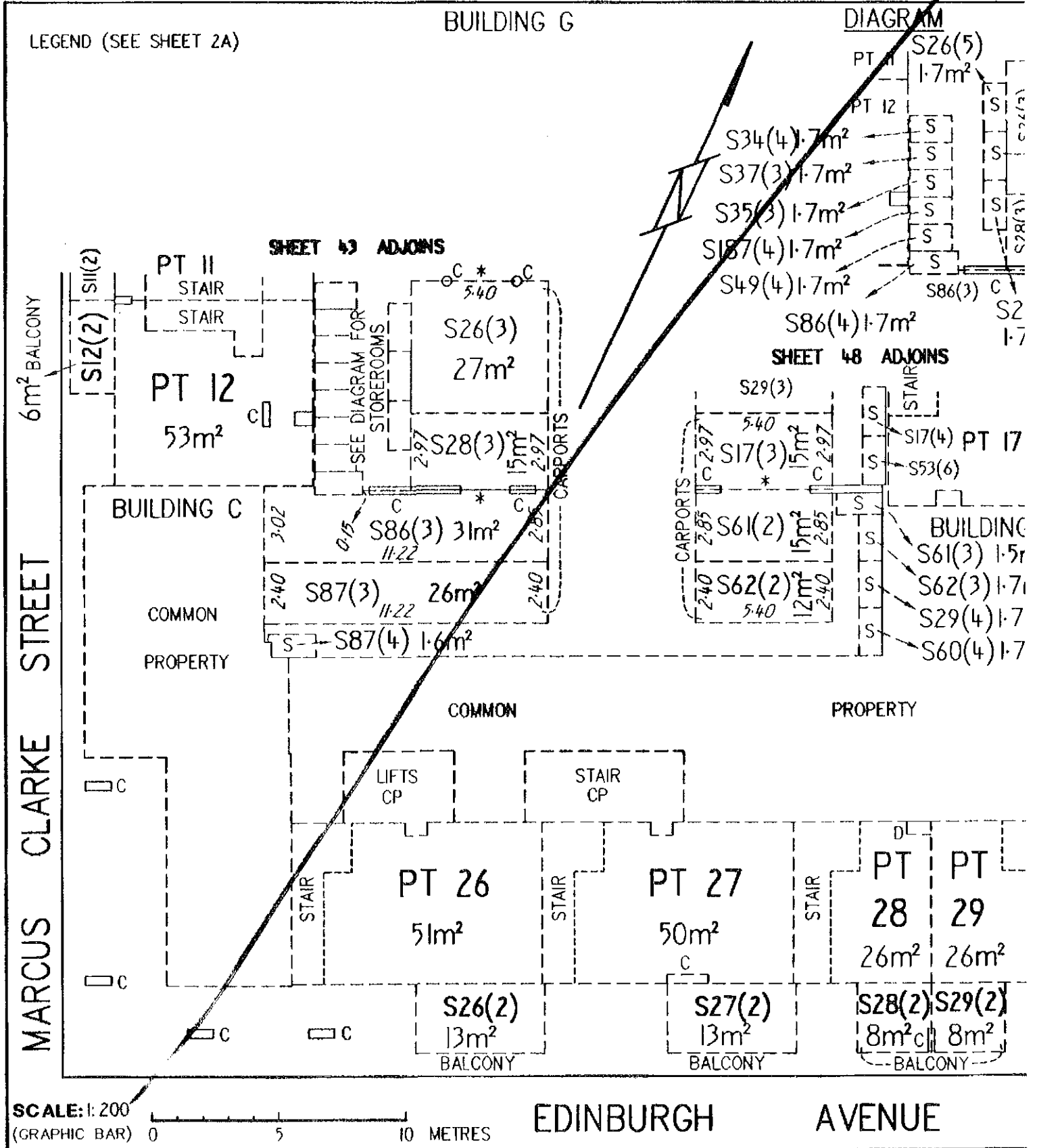
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
Registered 18/7/2007
Replacement Sheets Issued

SITE PLAN FLOOR PLAN (tick appropriate box)

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IF FLOOR PLAN, STATE FLOOR NUMBER **MEZZANINE** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION

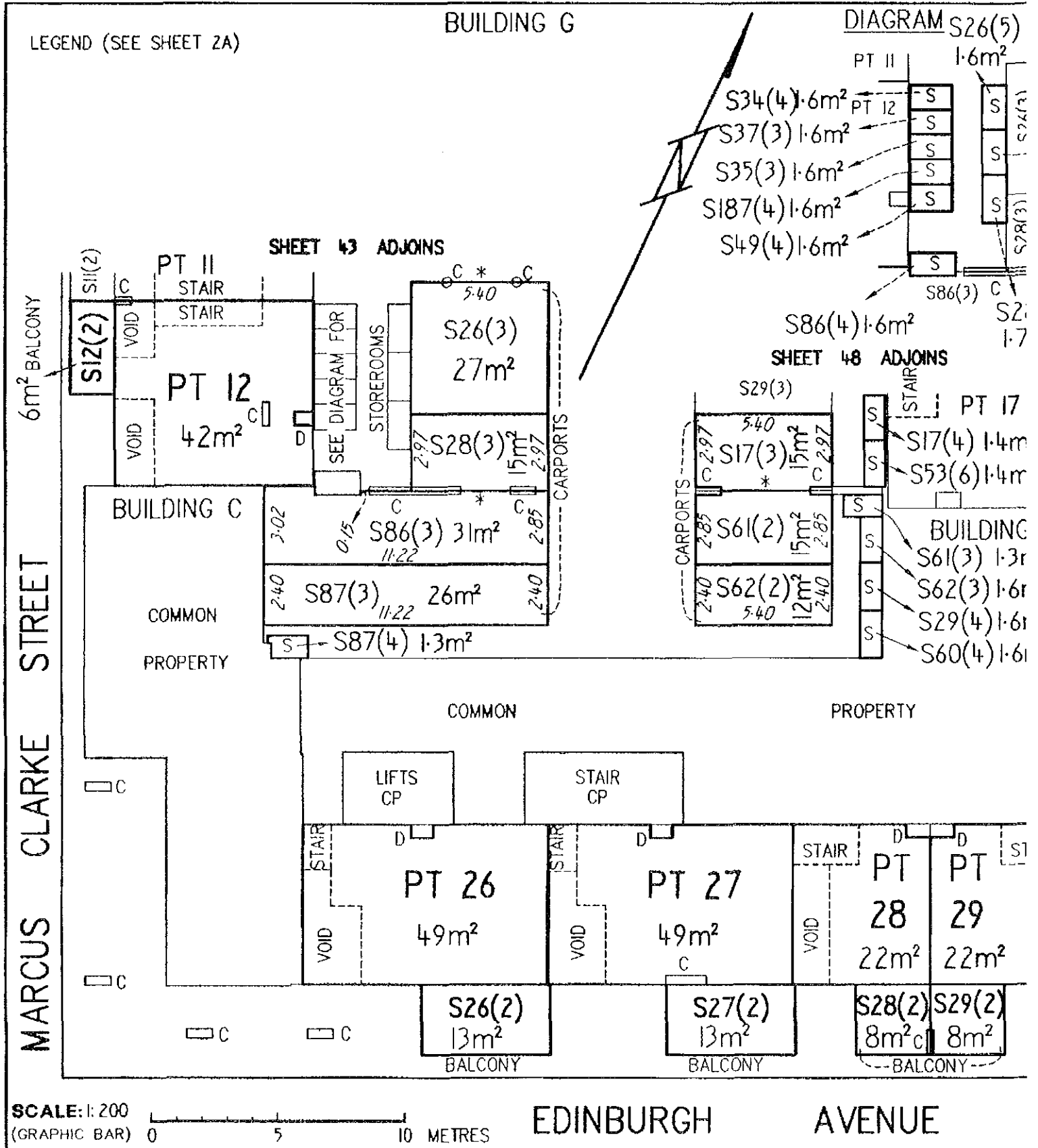
Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA CLASS A UNIT



SCALE: 1:200 (GRAPHIC BAR) 0 5 10 METRES

EDINBURGH AVENUE

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 008 001 400 in accordance with

LAND

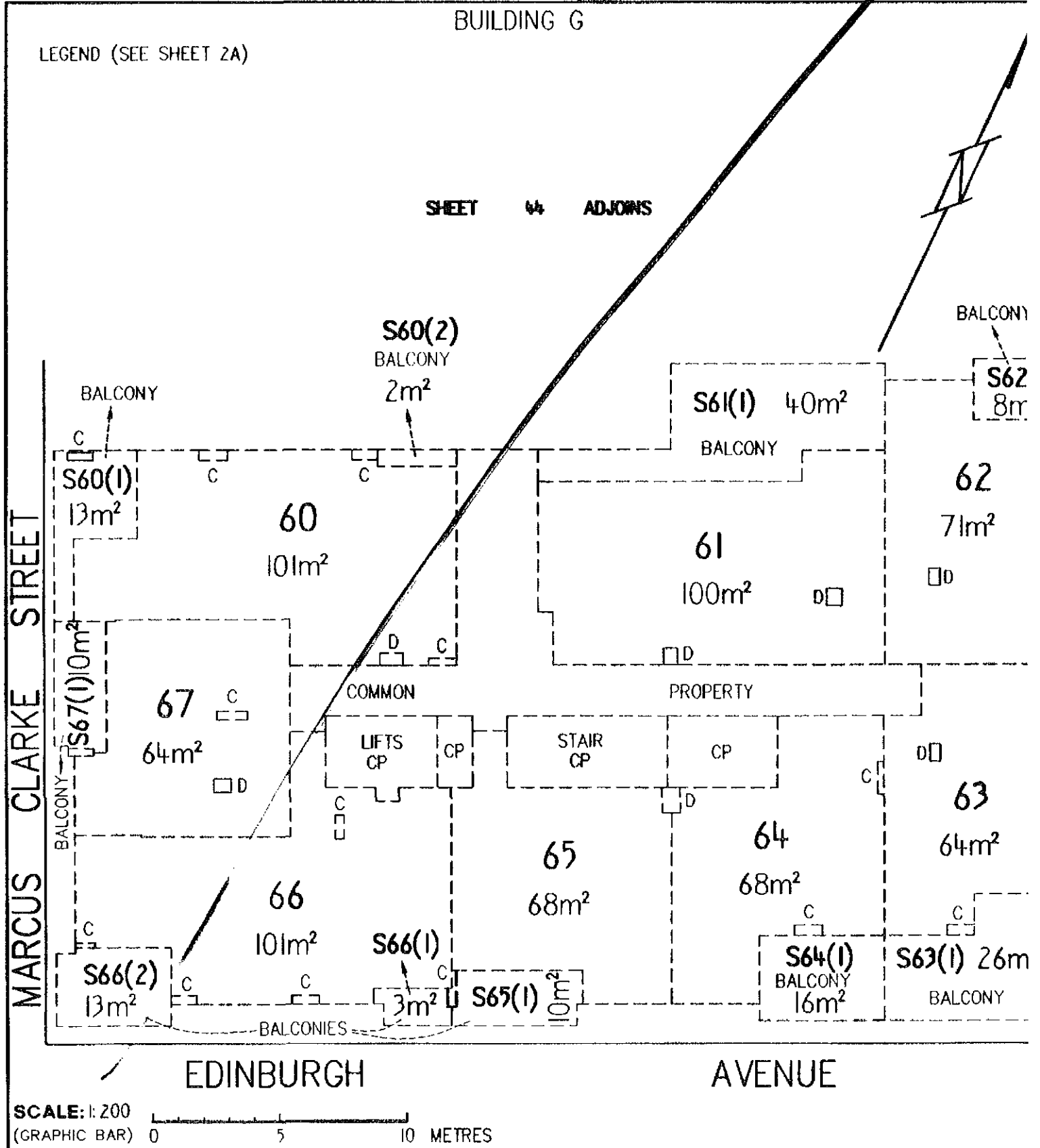
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153521
Registered 18/7/2007
Replacement Sheets Issued

SITE PLAN FLOOR PLAN (tick appropriate box)



IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

 FLOOR PLAN (tick appropriate box)

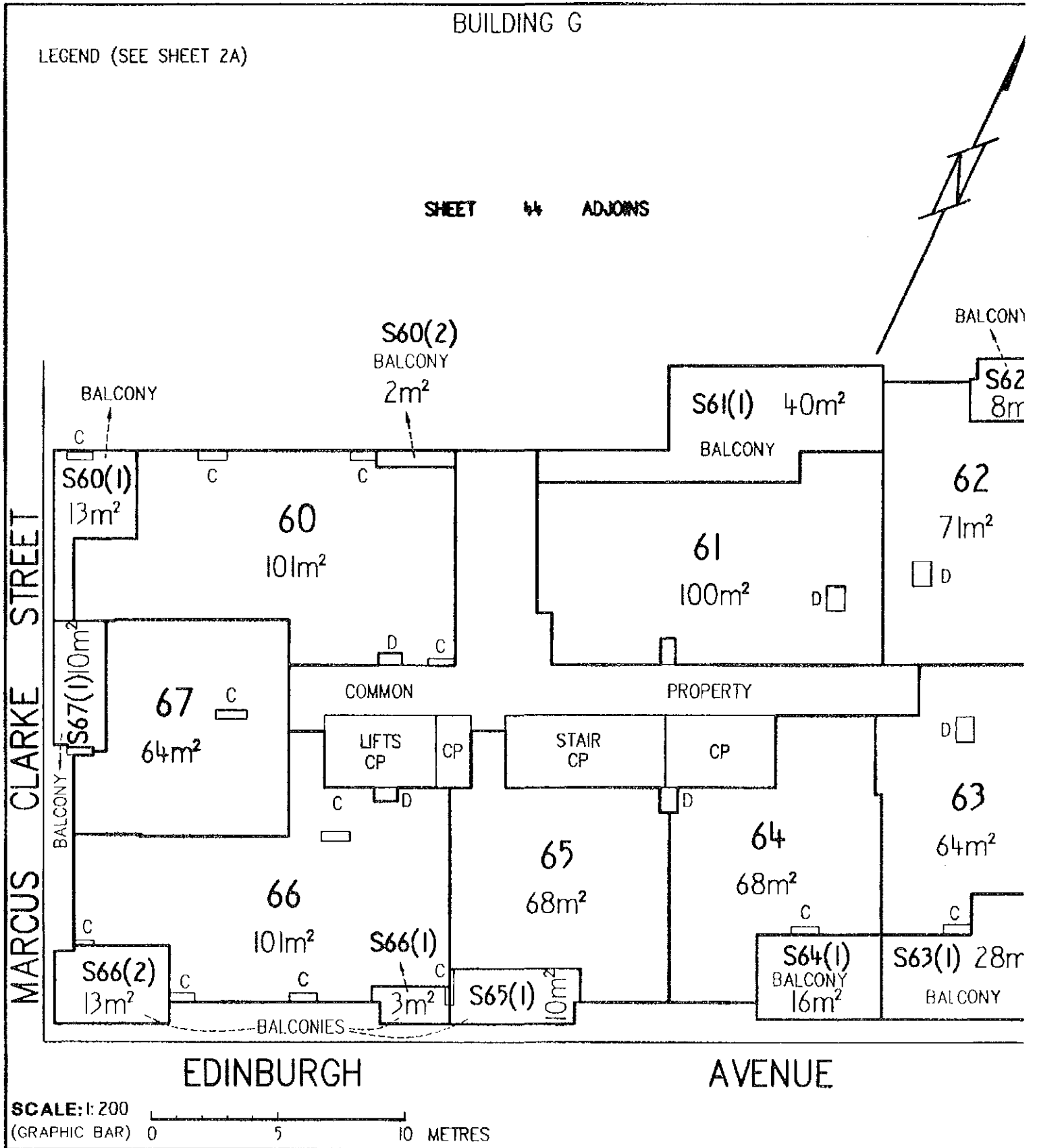
CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)

SHEET 44 ADJOINS



EXECUTION

Signed for and on behalf of Section 6 Pty

[Handwritten signature]

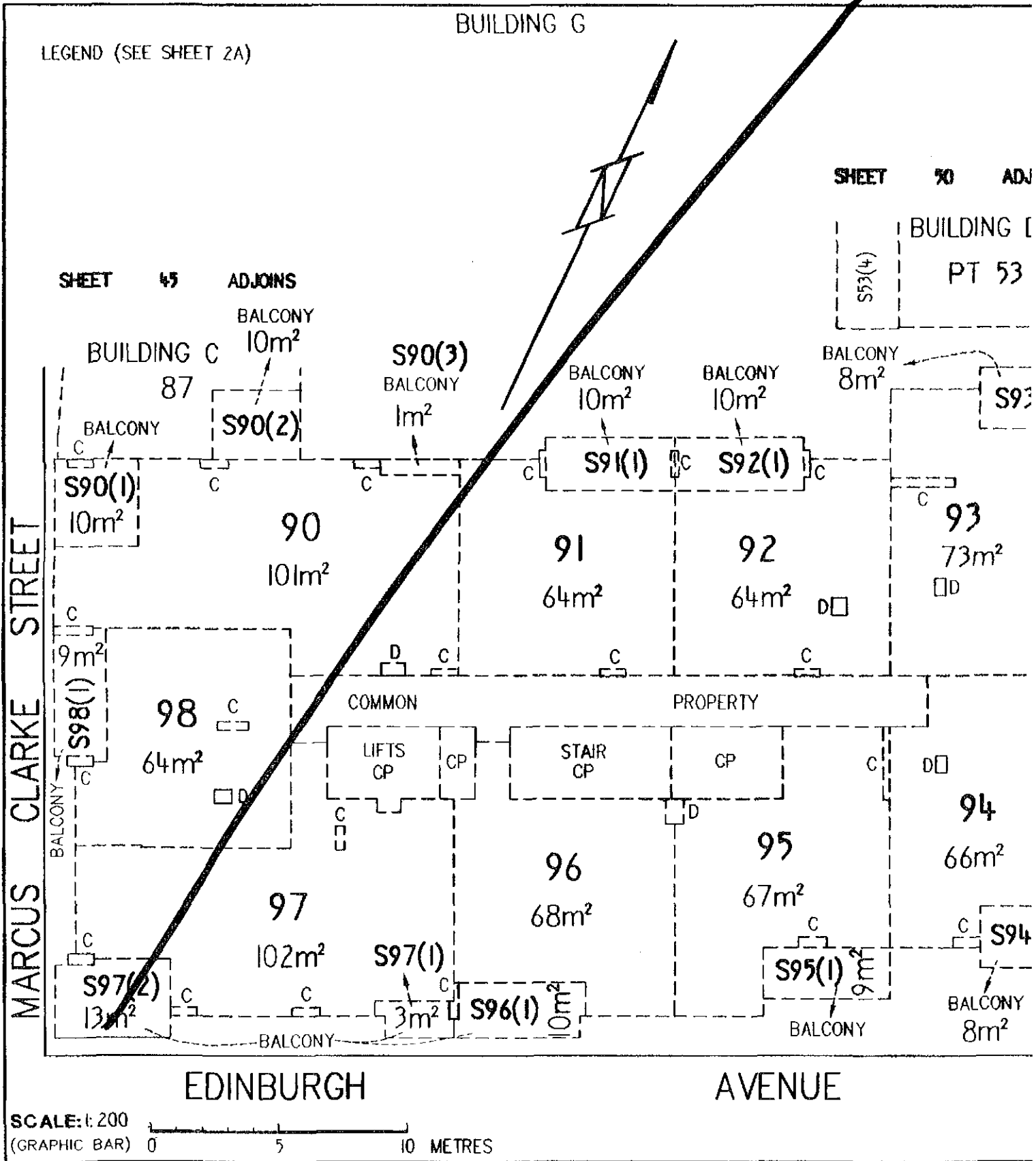
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/200
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A B) UNIT SUBSIDIA



EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

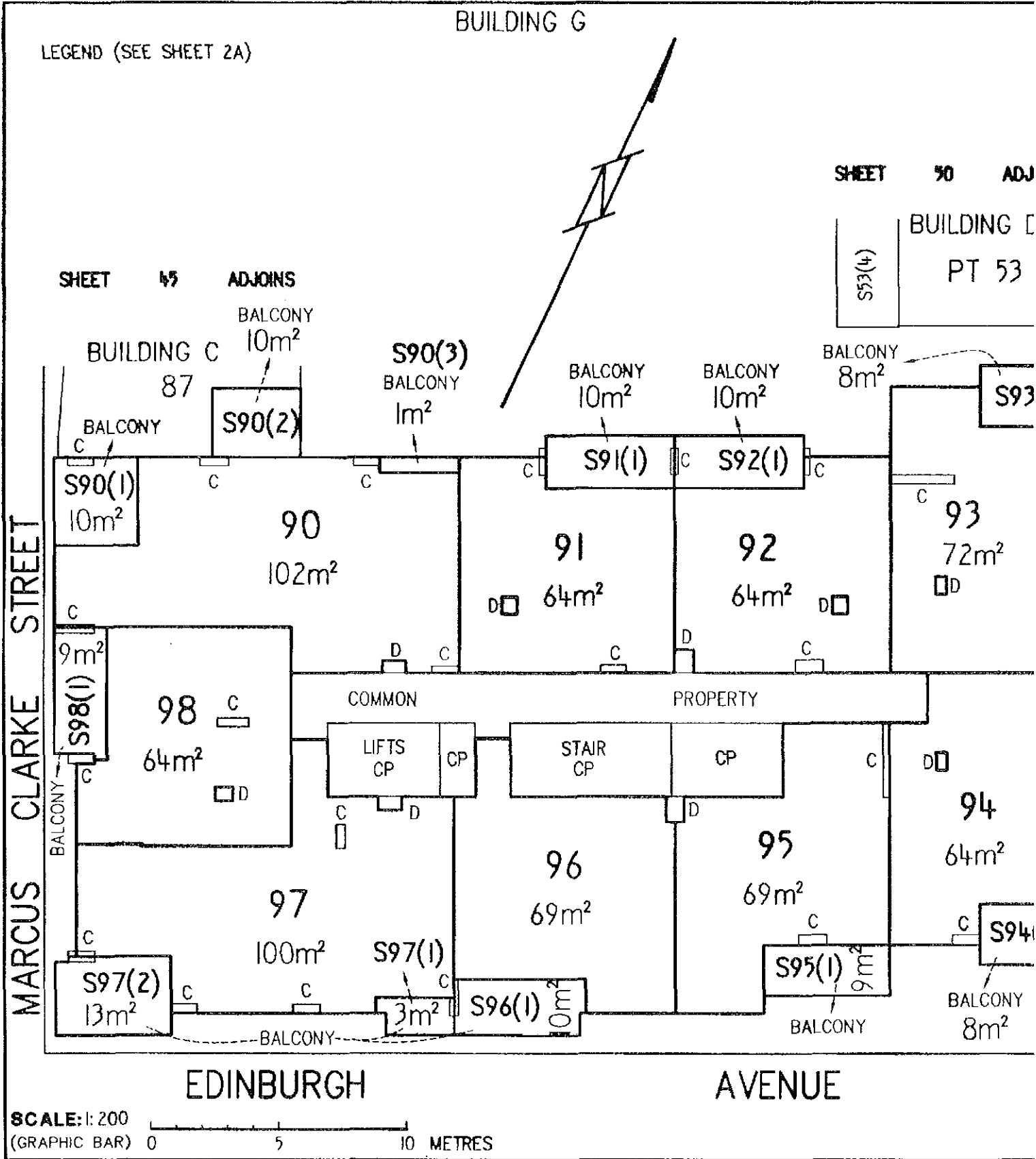
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 068 001 400 in accordance with *[Signature]*

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15
Registered 18/7/20
Replacement Sheets 1

SITE PLAN FLOOR PLAN (tick appropriate box)

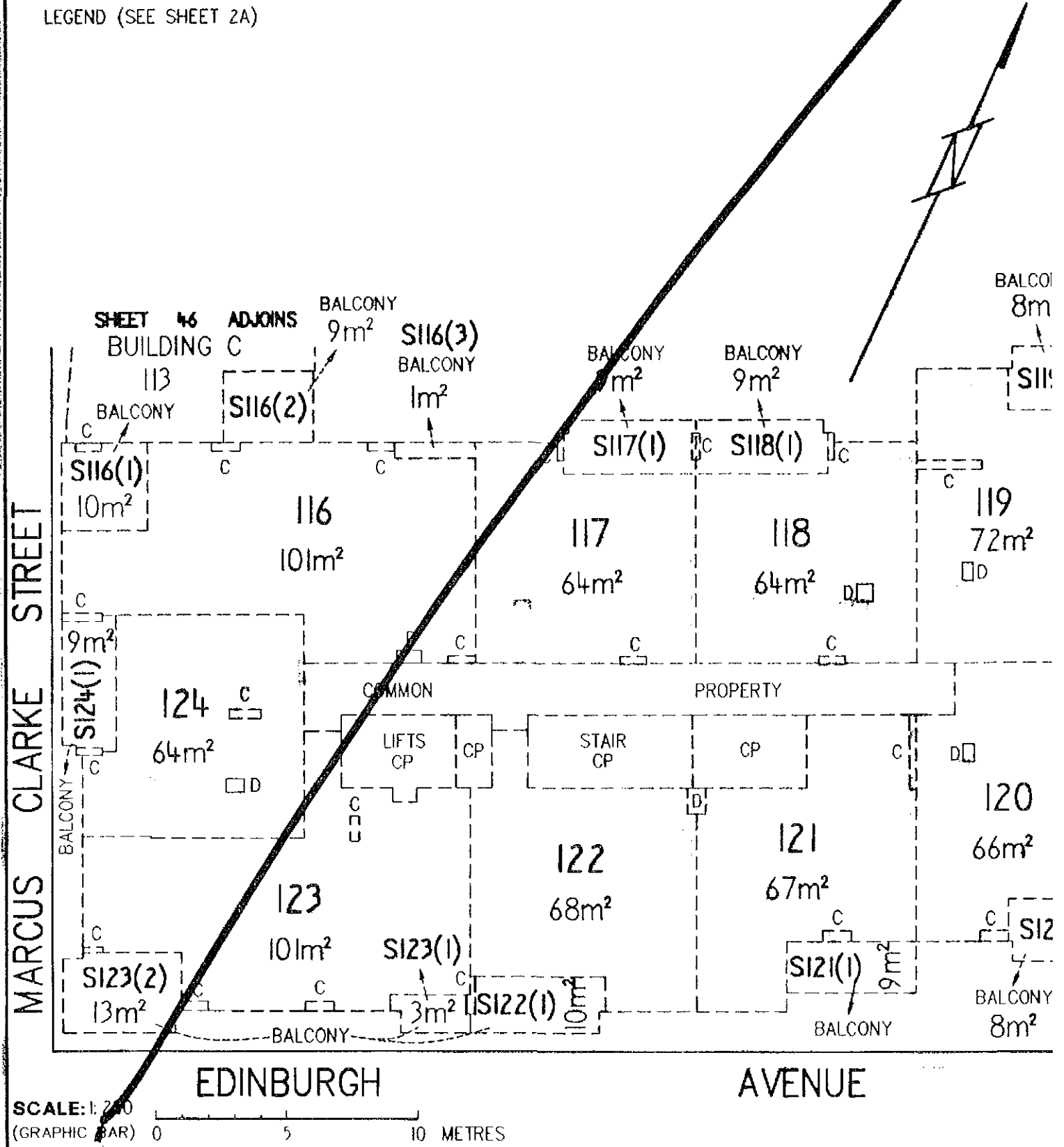


CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



EXECUTION

Signed for and on behalf of Section 6 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

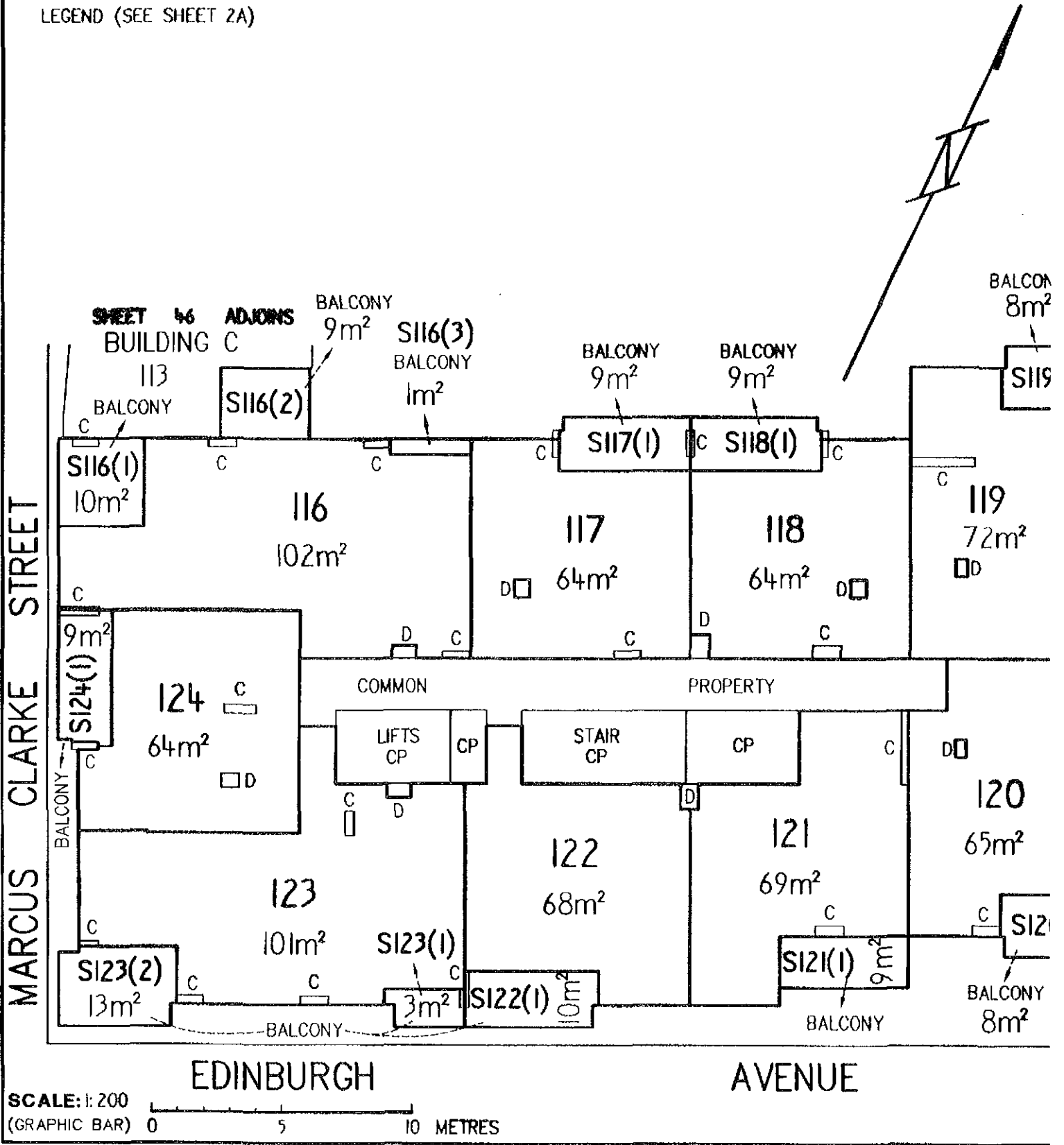
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **THIRD** 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



EXECUTION

Signed for and on behalf of Section 6 Pty

[Handwritten signature]

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153!
Registered 18/7/200
Replacement Sheets Is:

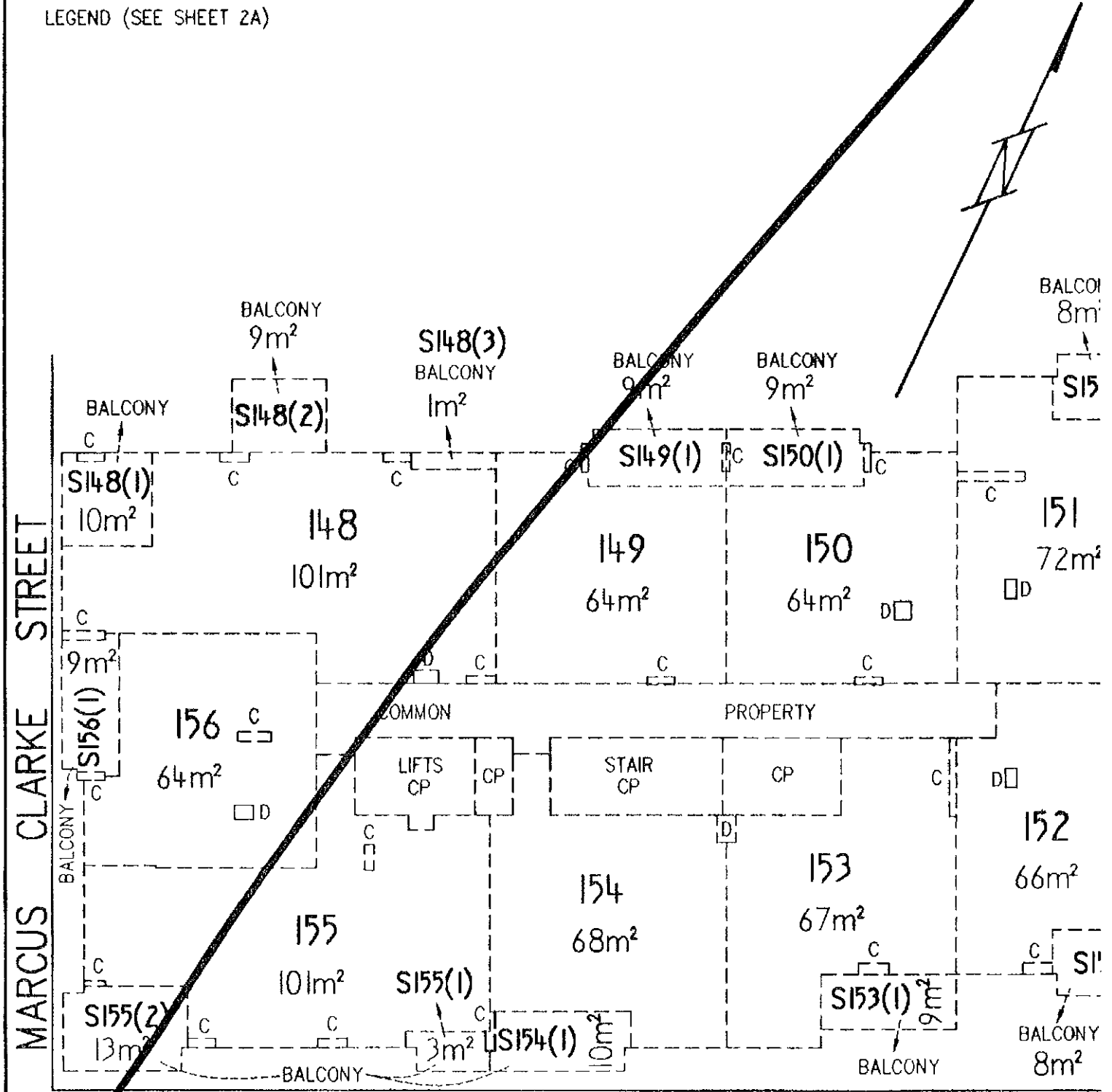
SITE PLAN FLOOR PLAN (tick appropriate box)

41

IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNITS (A or B) CLASS A UNIT
UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

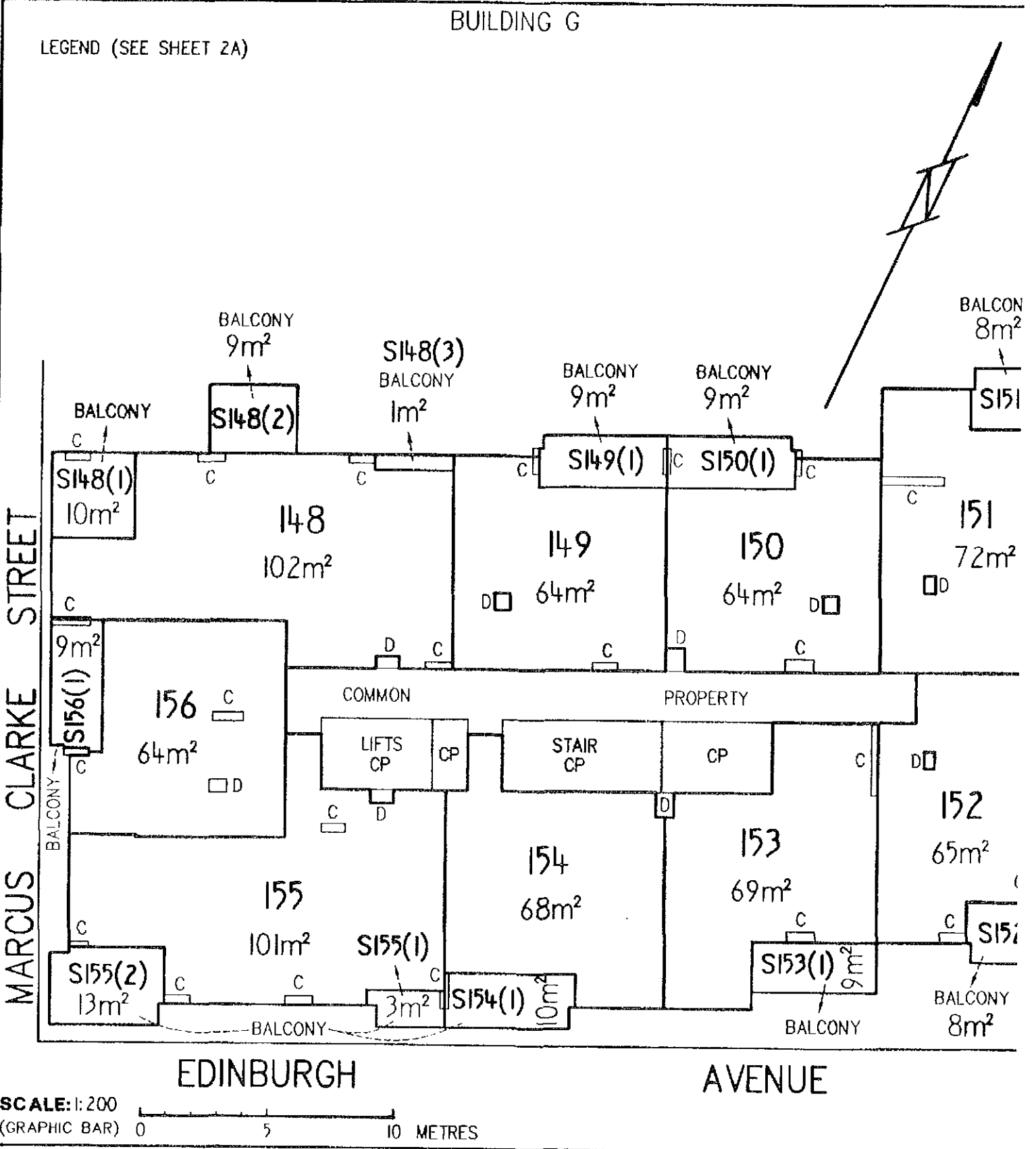
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN **FLOOR PLAN** (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **FOURTH** 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section B Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

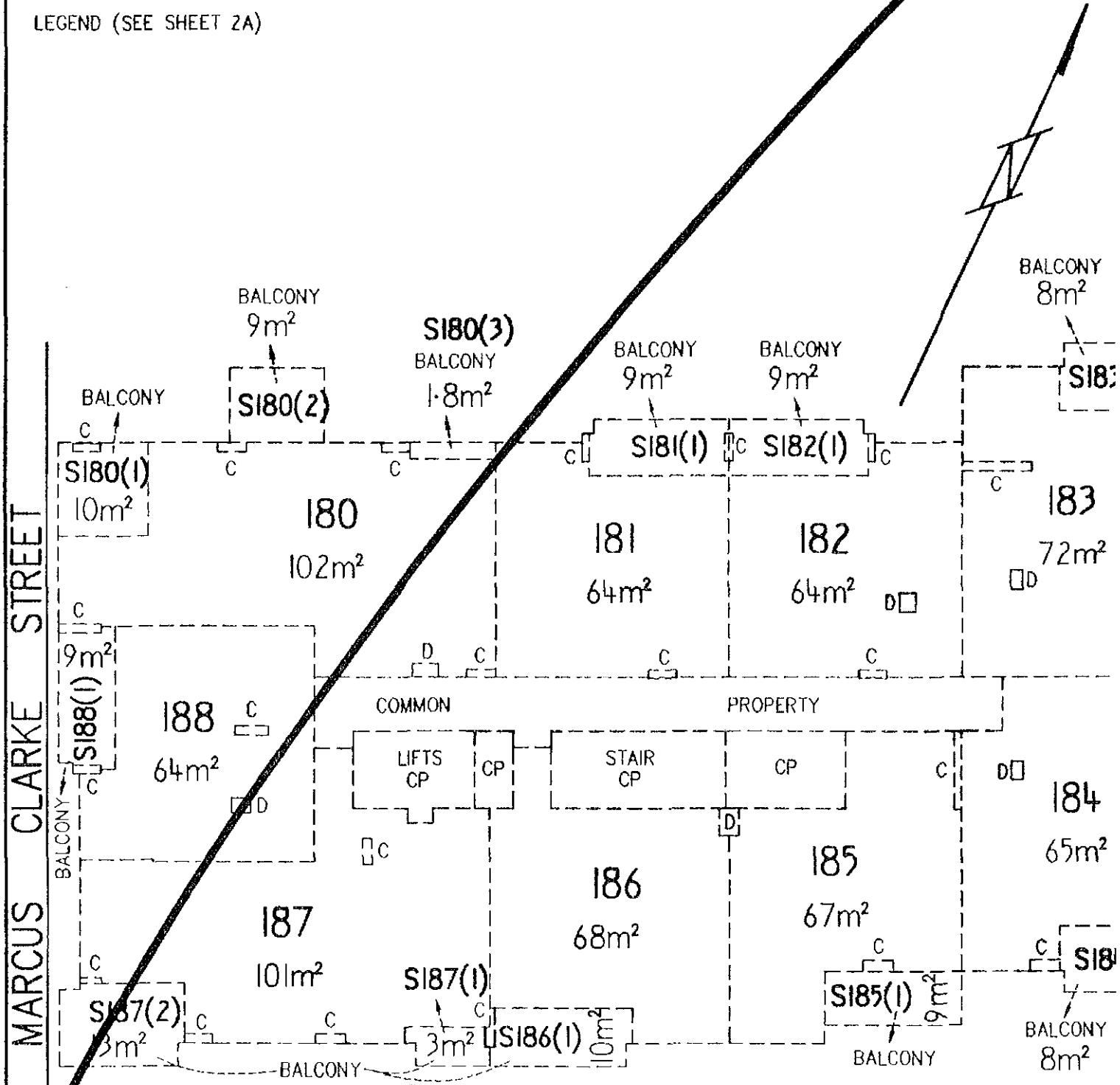
ALUP 1535207 and 1
Registered 18/7/77
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **FIFTH** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

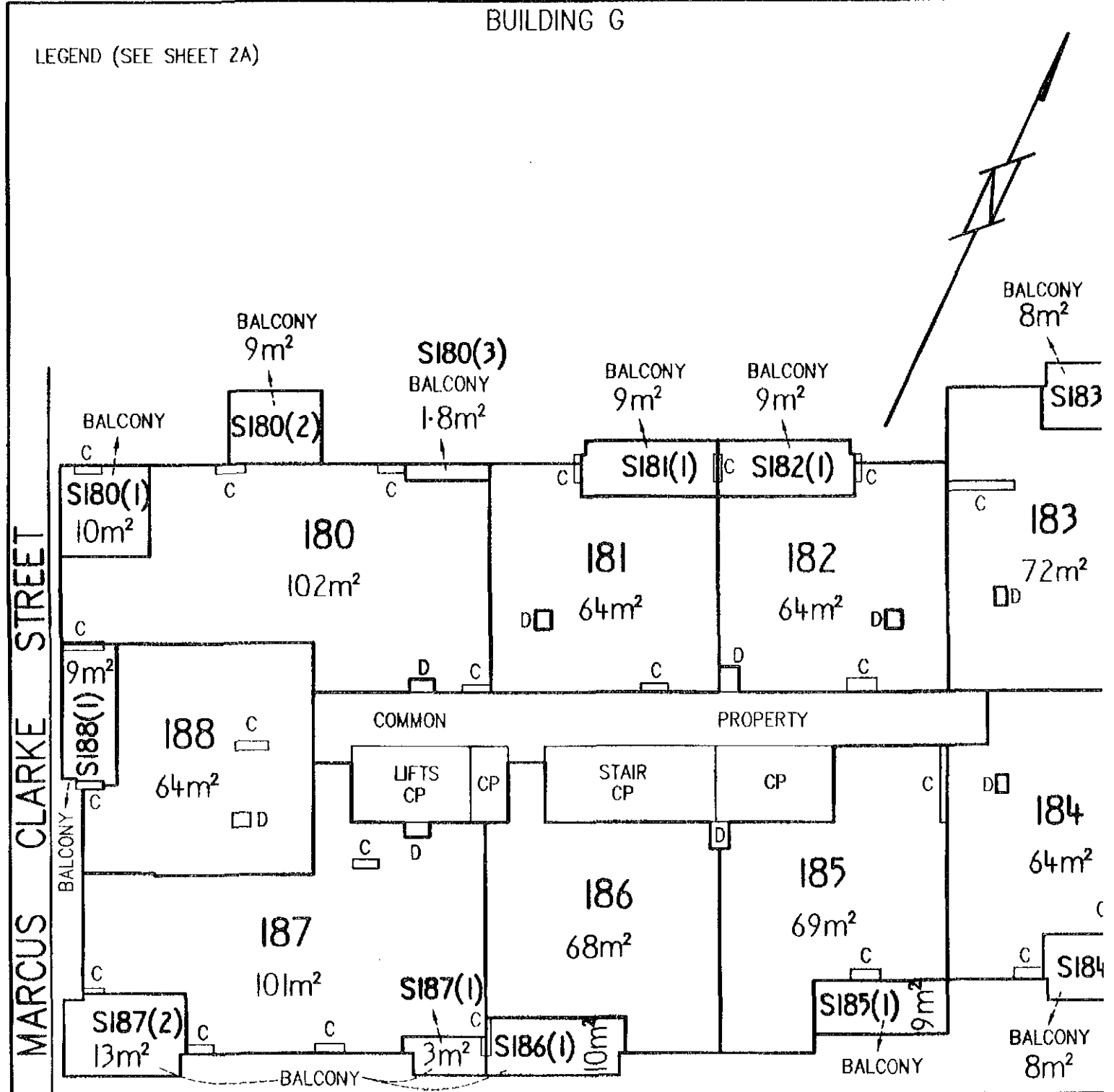
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIAL

IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/2
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

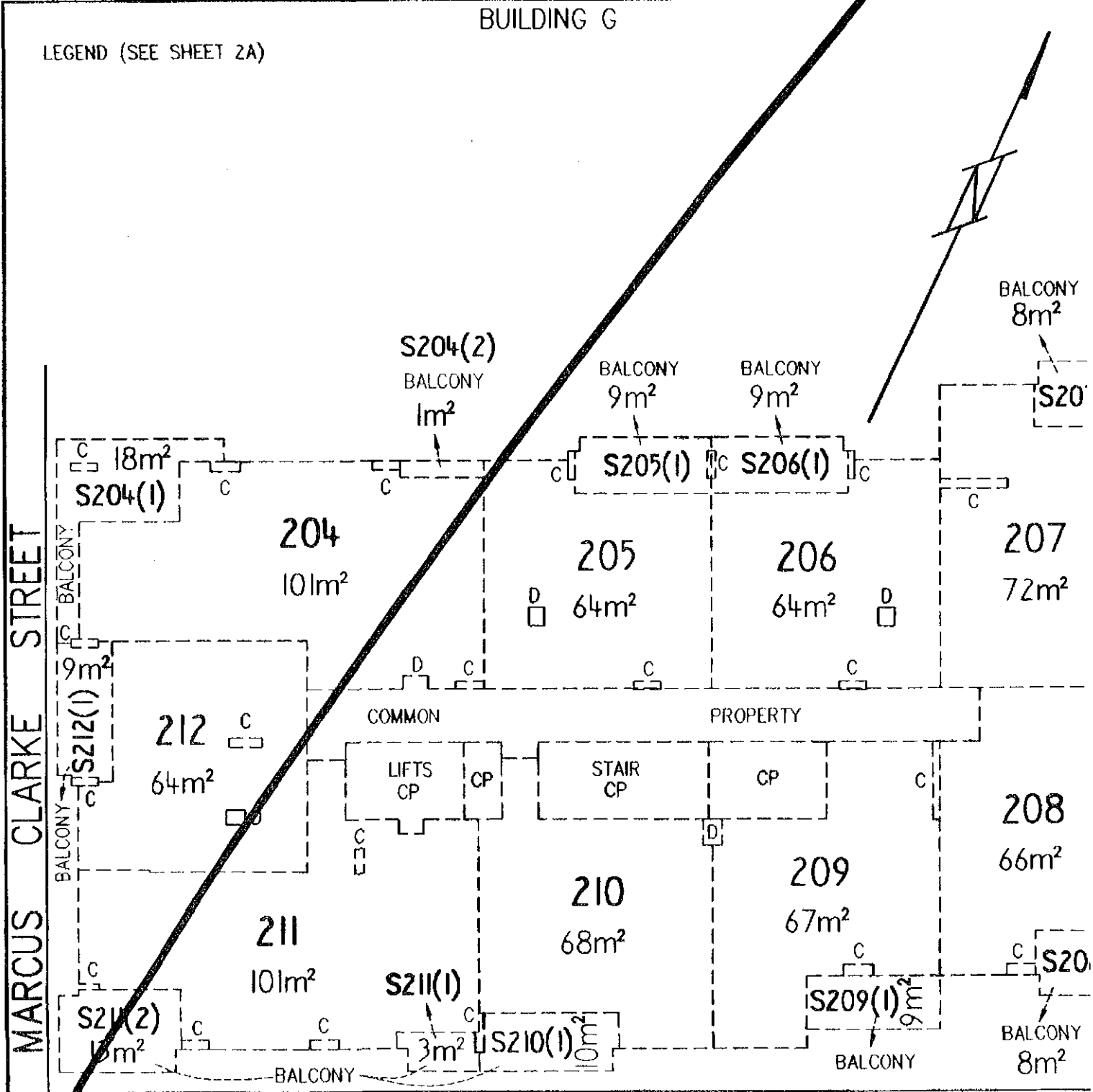
ai

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

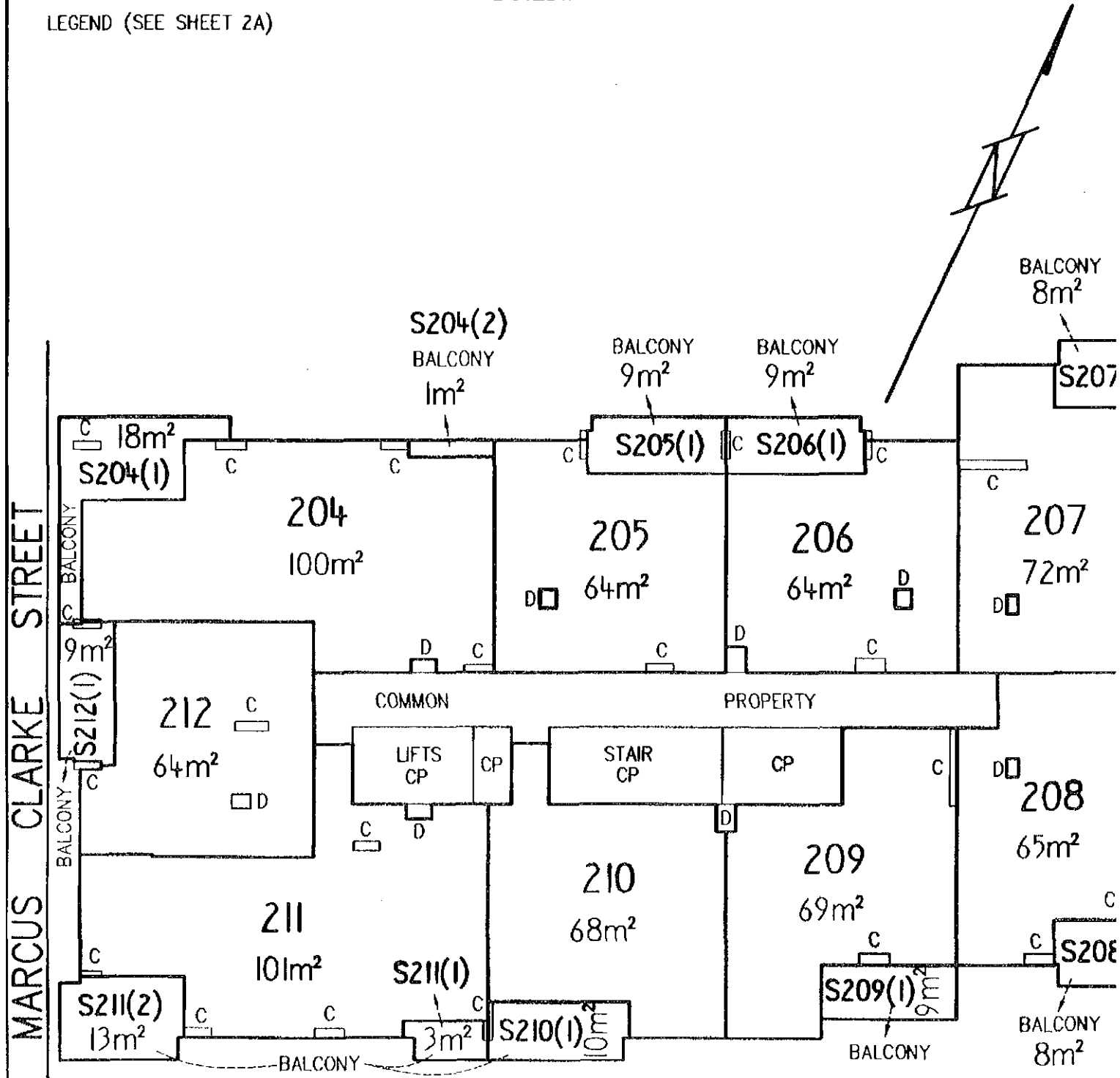
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT:
UNIT SUBSIDIAL

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

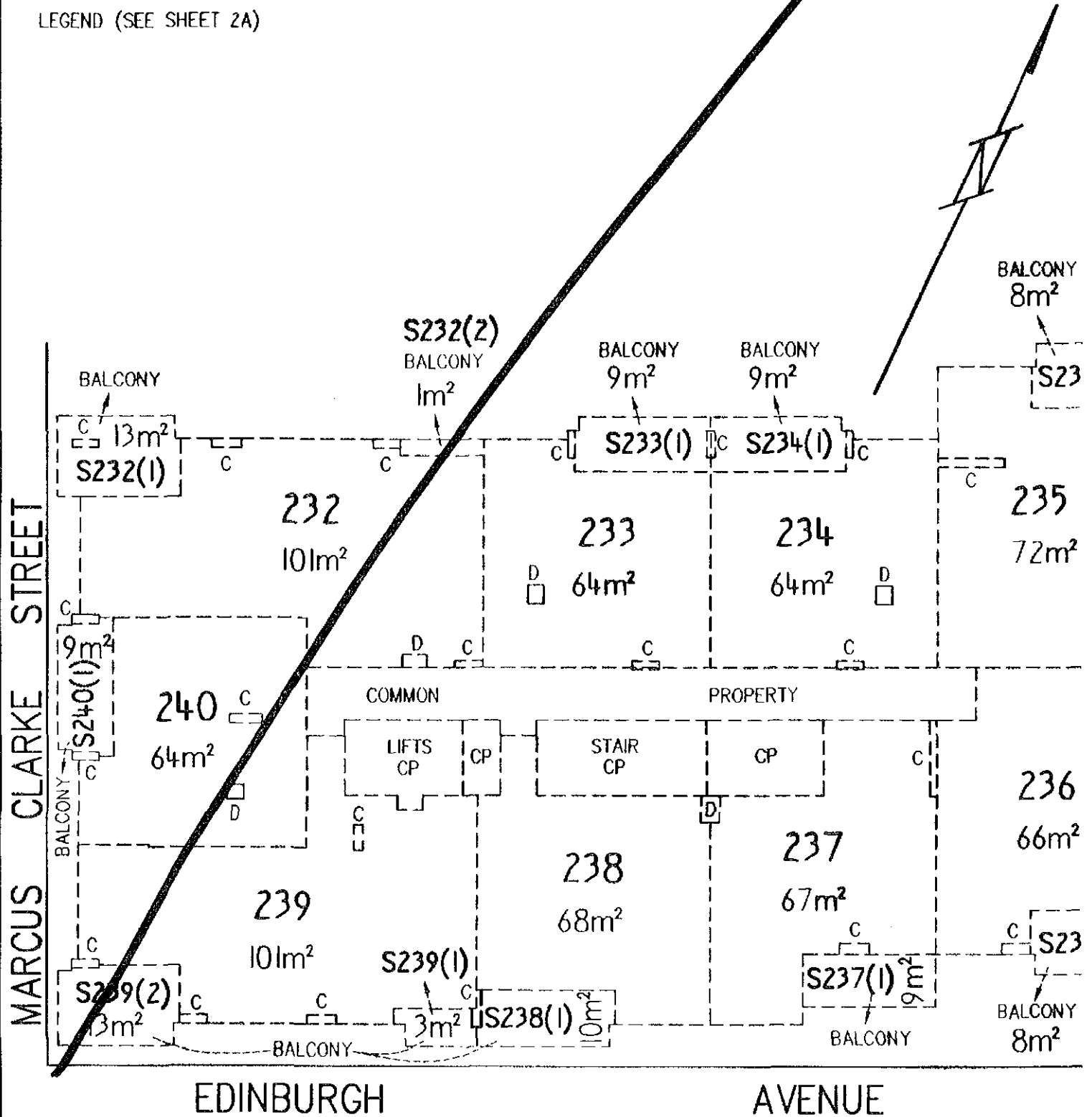
ALUP 1535207 and 153
Registered 18/7/200
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

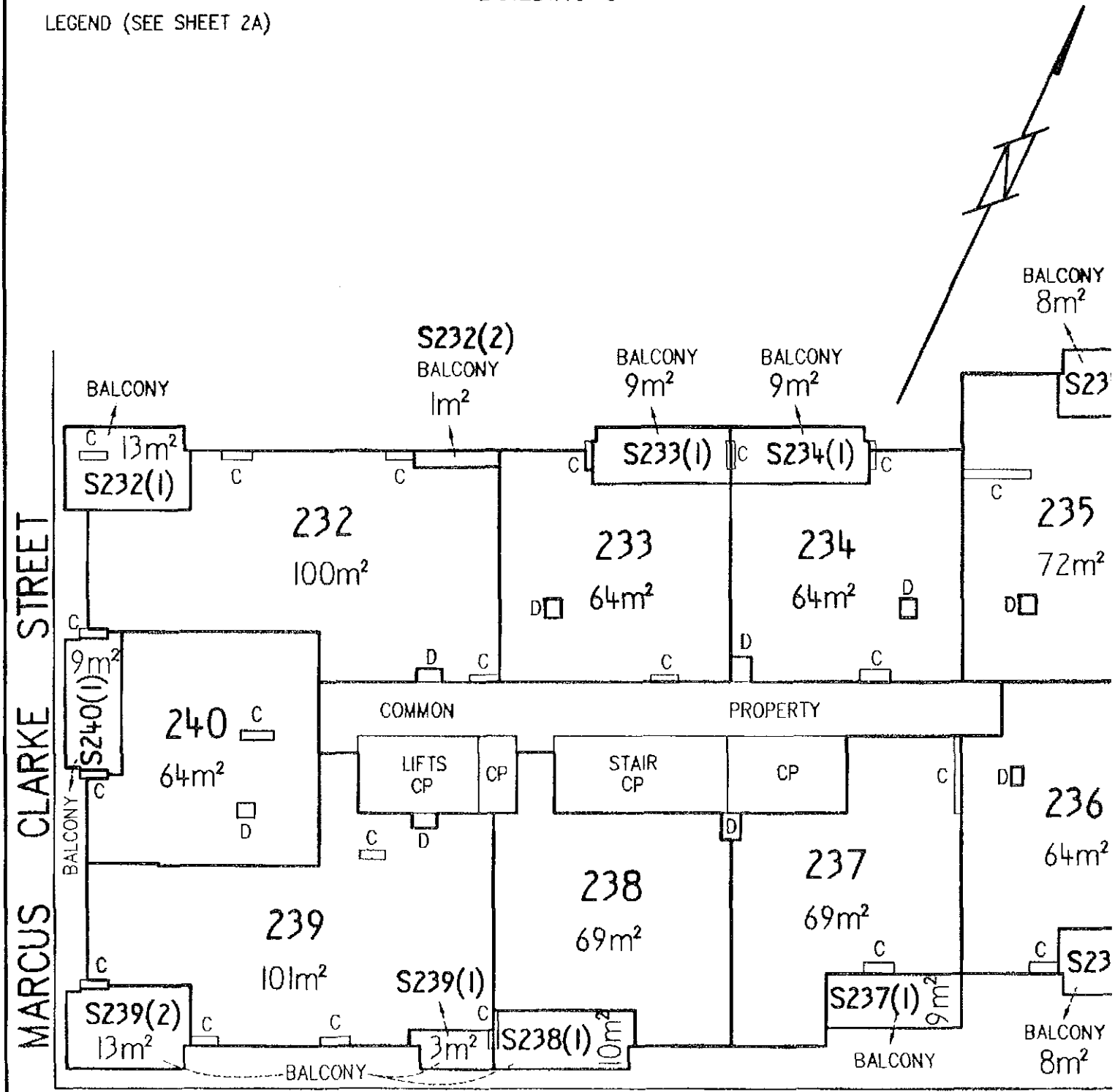
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/200
Replacement Sheets Is

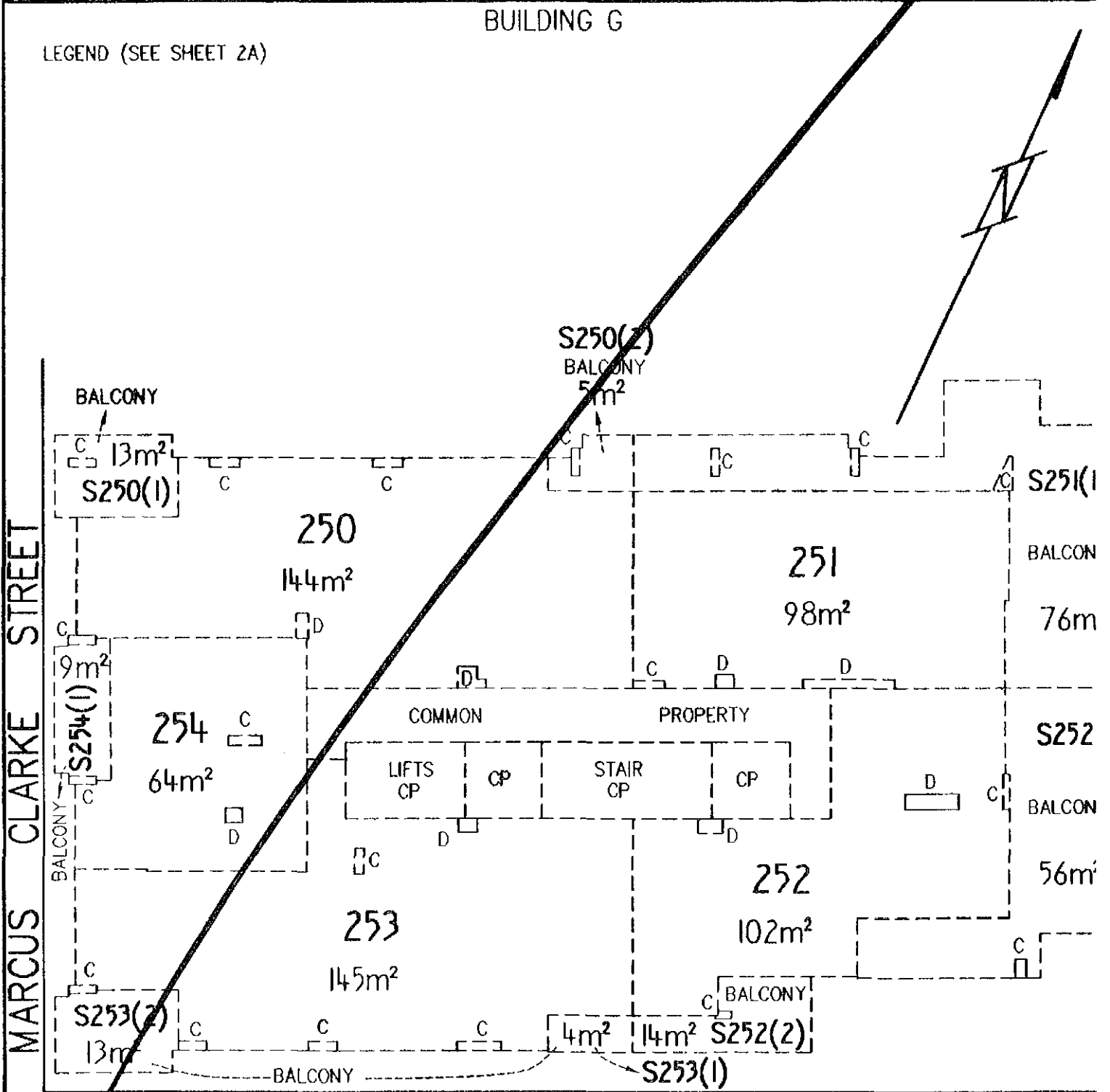
SITE PLAN FLOOR PLAN (tick appropriate box)

AW

IF FLOOR PLAN, STATE FLOOR NUMBER EIGHTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

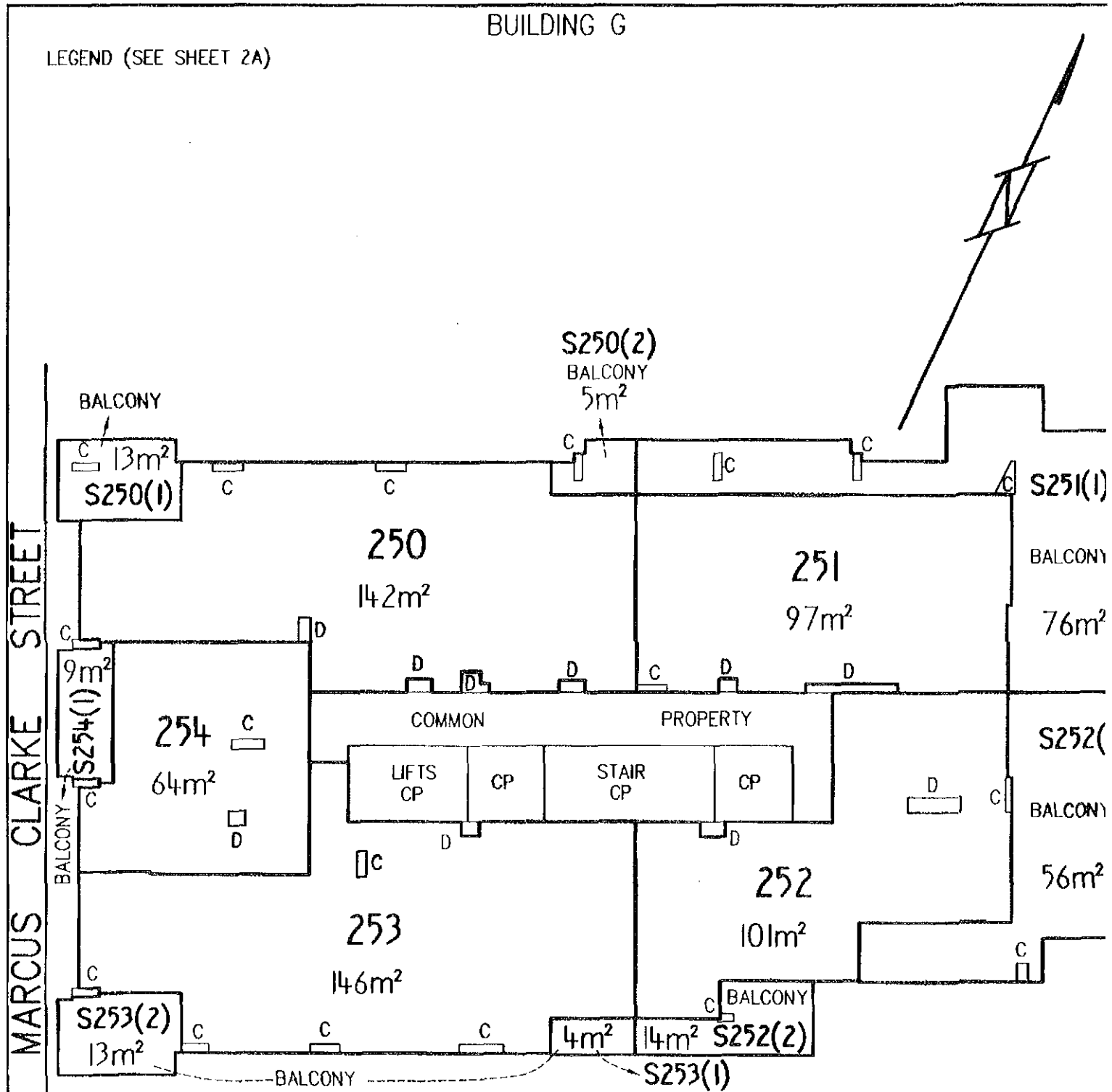
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT:
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER EIGHTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/2
Replacement Sheets

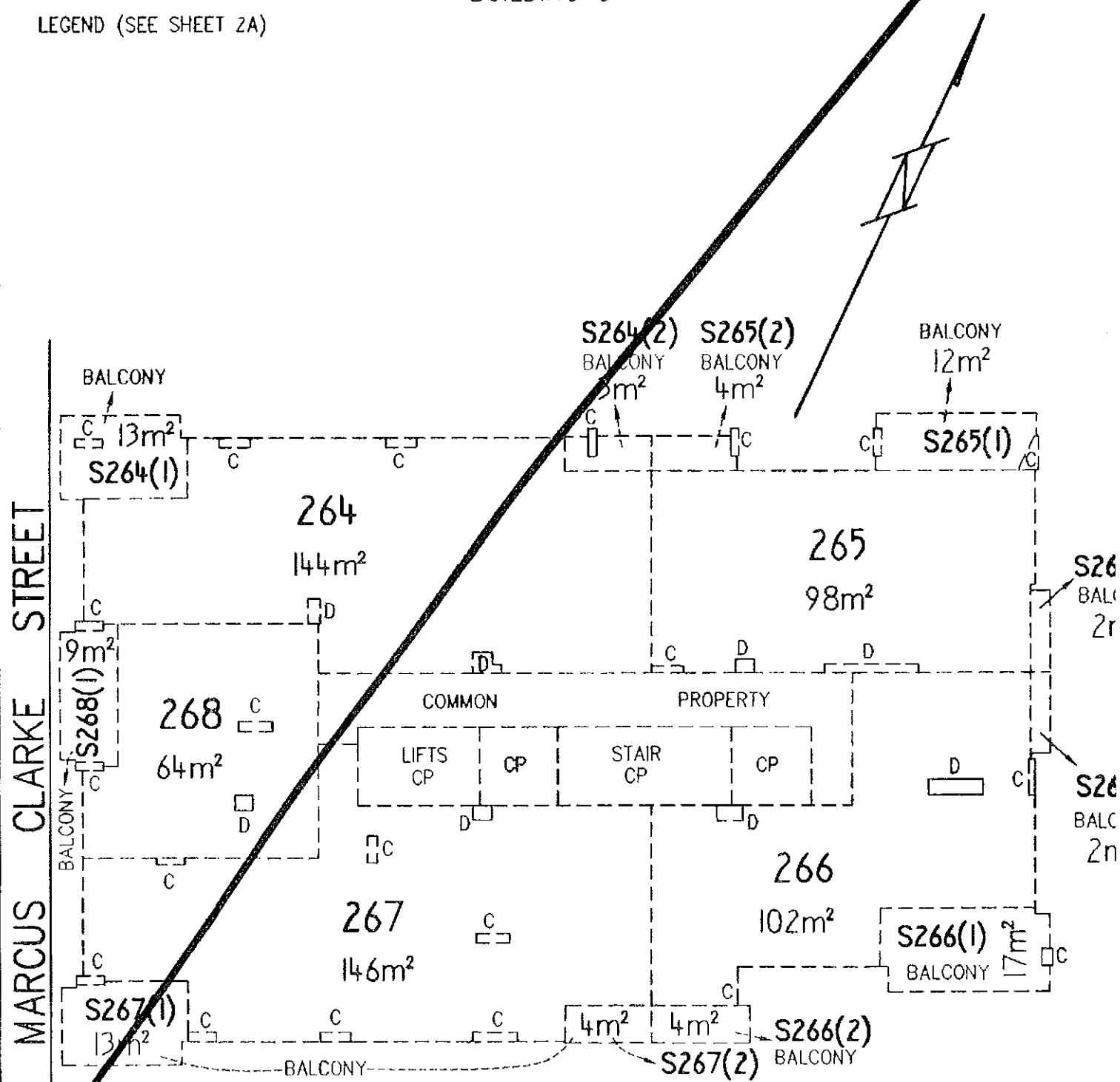
SITE PLAN FLOOR PLAN (tick appropriate box)

U1

IF FLOOR PLAN, STATE FLOOR NUMBER **NINTH** 4. CLASS OF UNITS (A or B) **CLASS A UNIT** UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

[Signature]

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

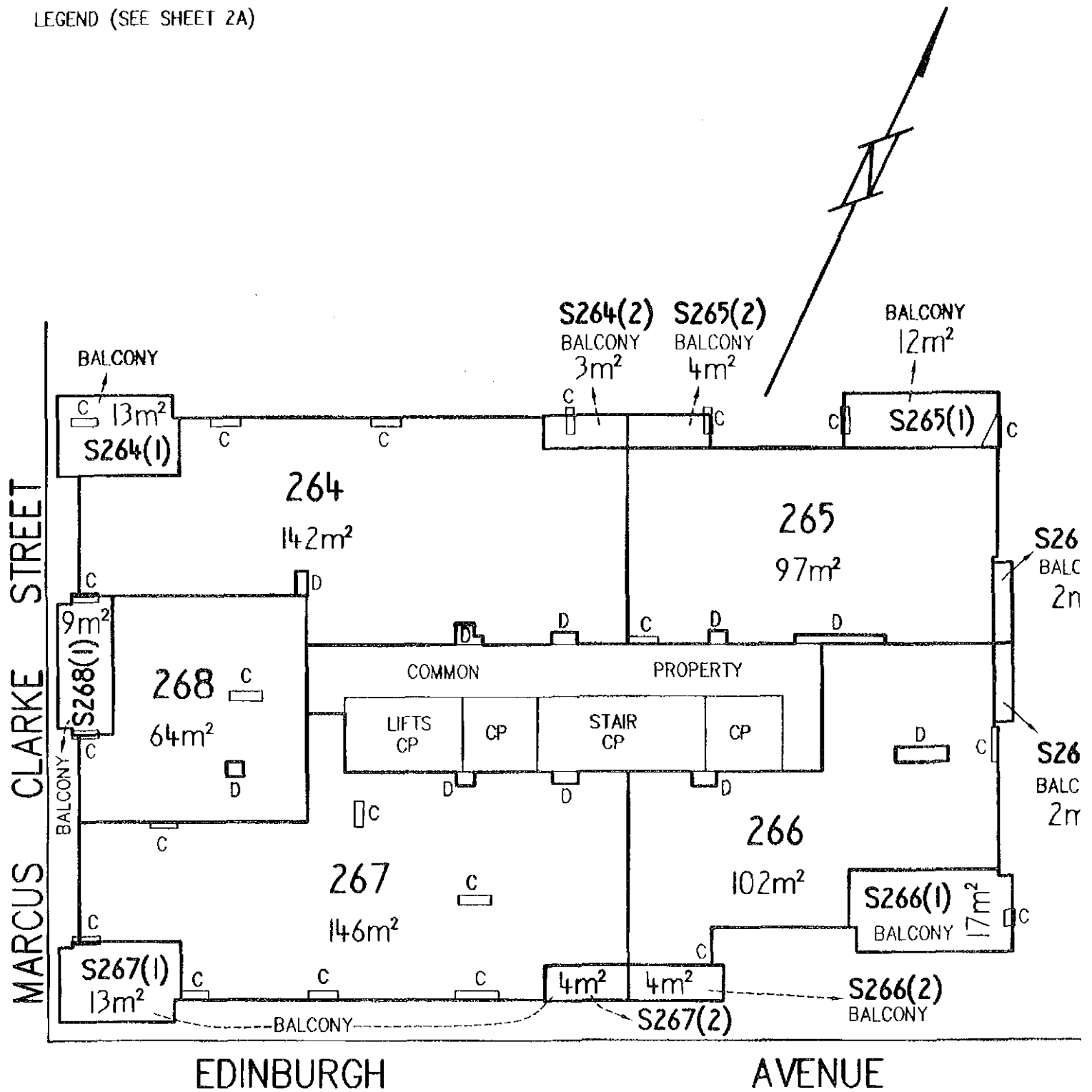
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT:
UNIT SUBSIDIAL

IF FLOOR PLAN, STATE FLOOR NUMBER NINTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

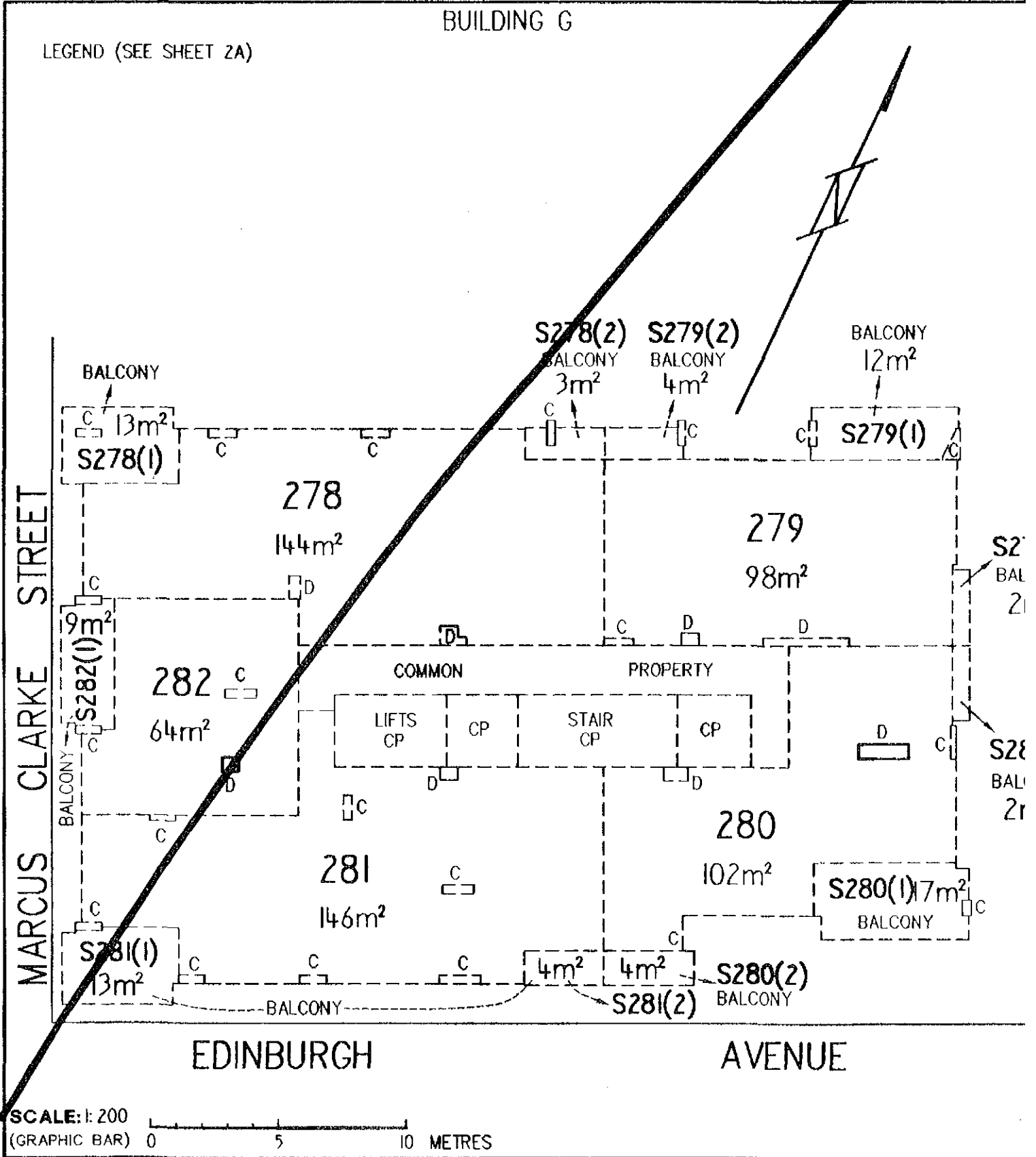
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER TENTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDY



EXECUTION
Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

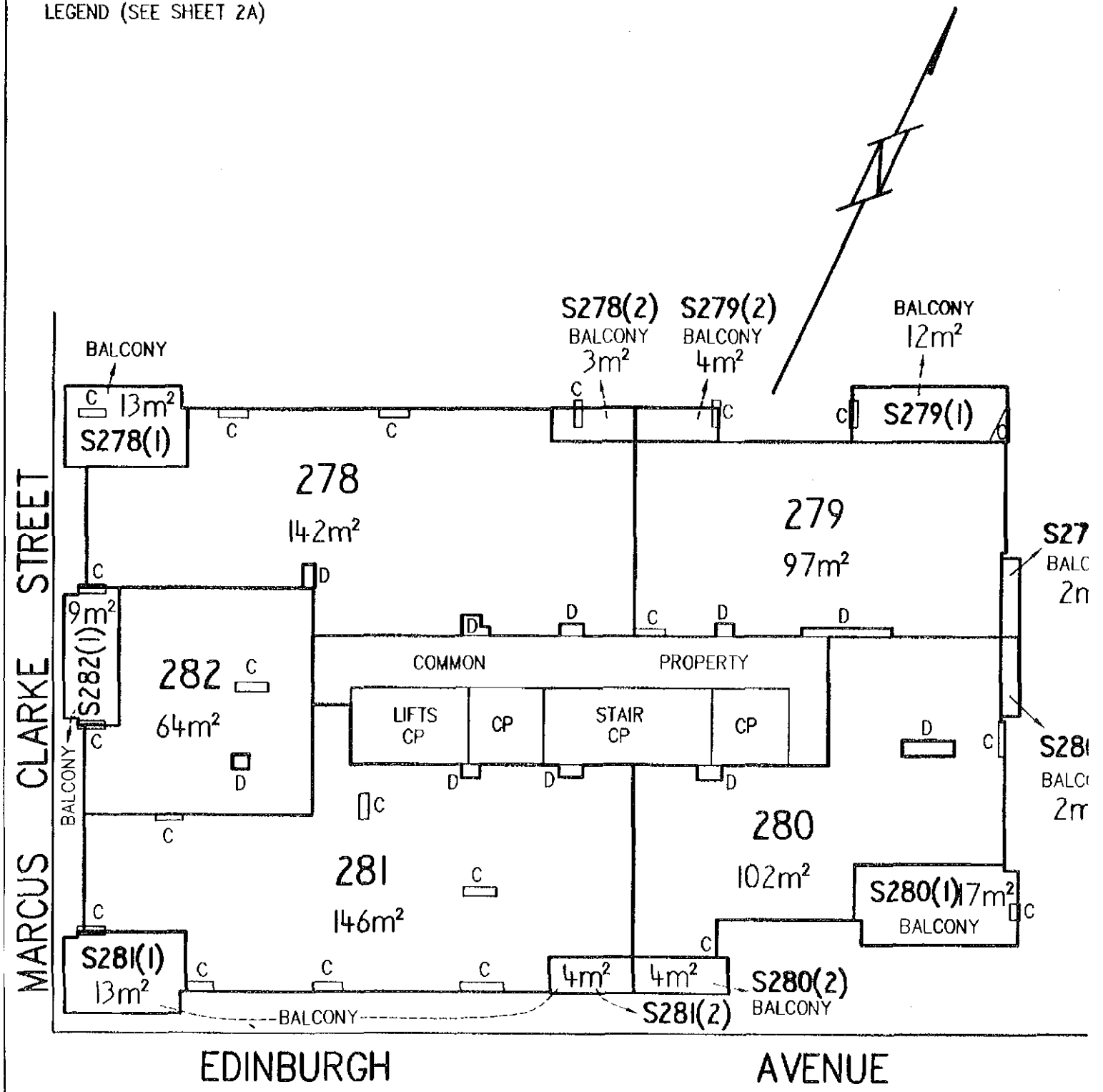
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT:
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER TENTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/2
Replacement Sheets

(Handwritten mark)

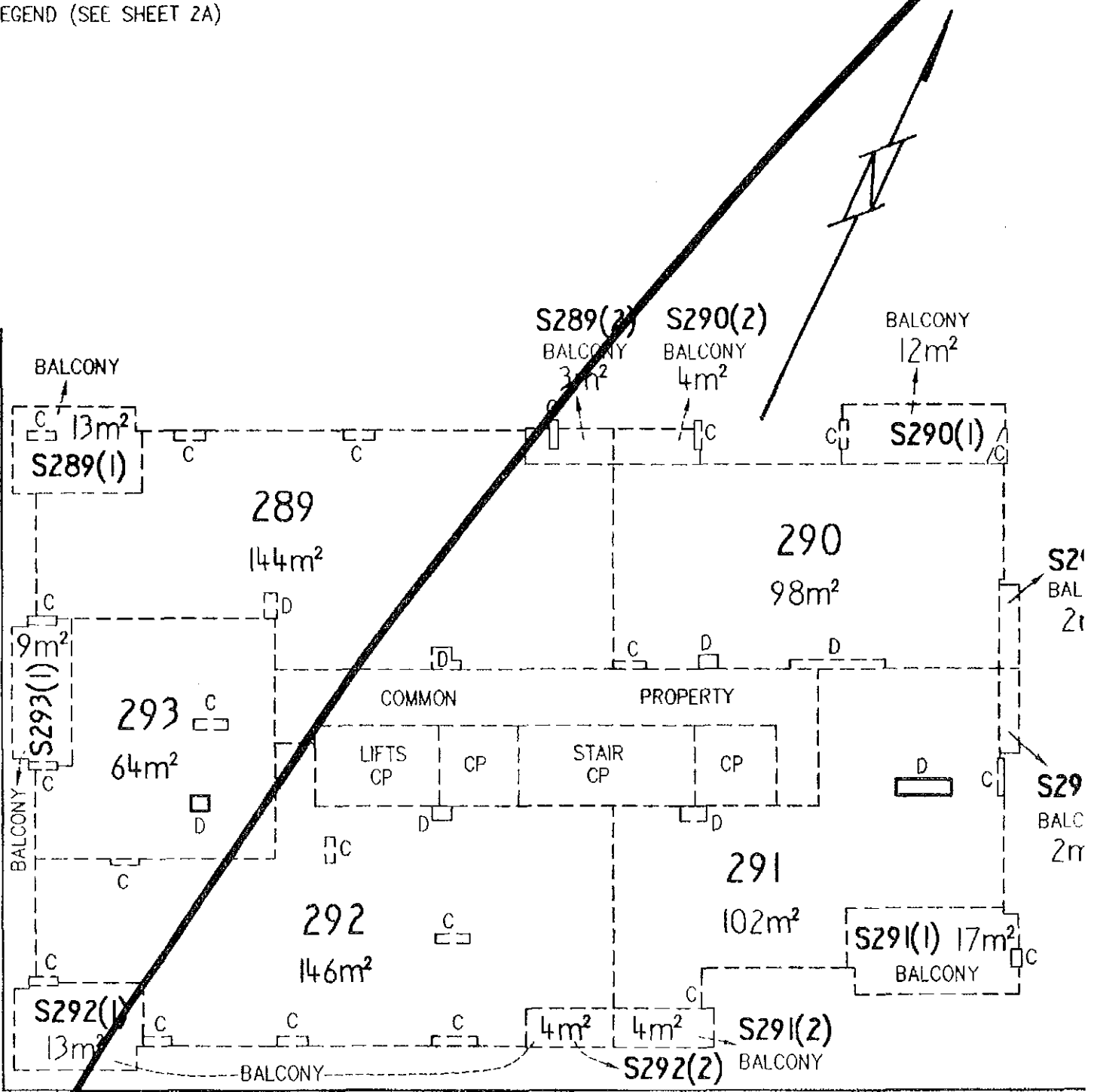
SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **ELEVENTH** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)

MARCUS CLARKE STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

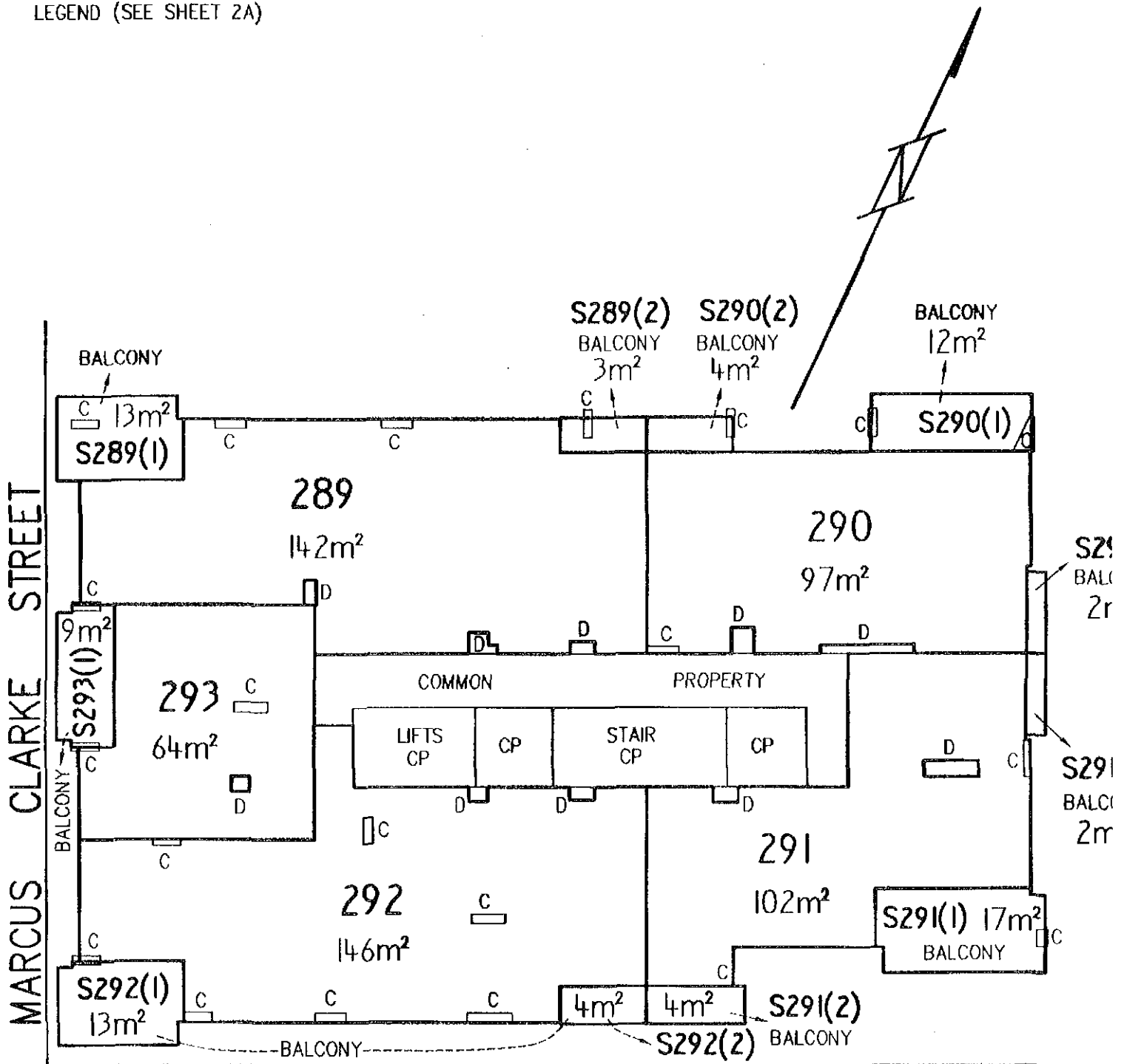
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER ELEVENTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

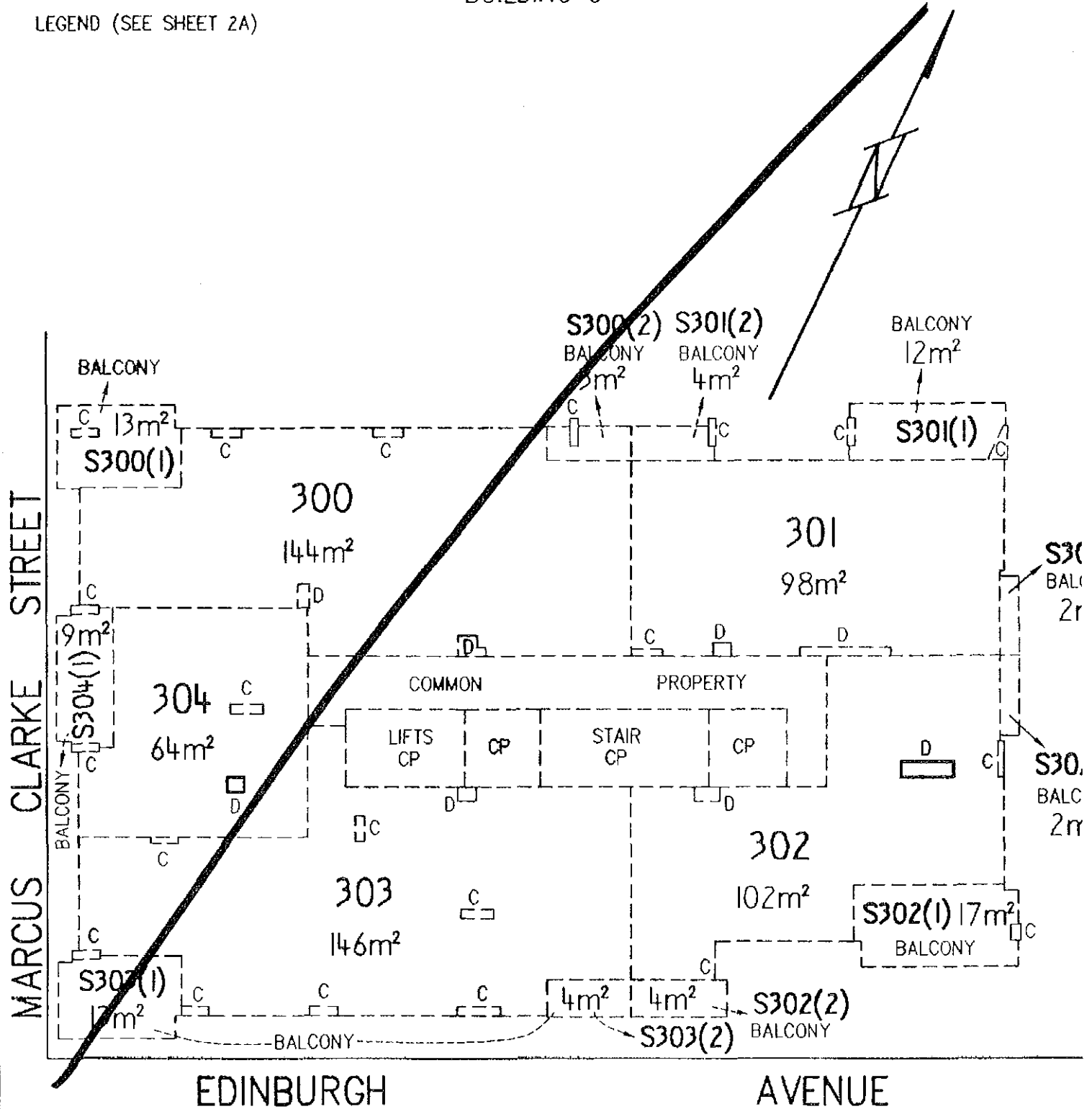
ALUP 1535207 and
Registered 18/7
Replacement Sheet

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER TWELFTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

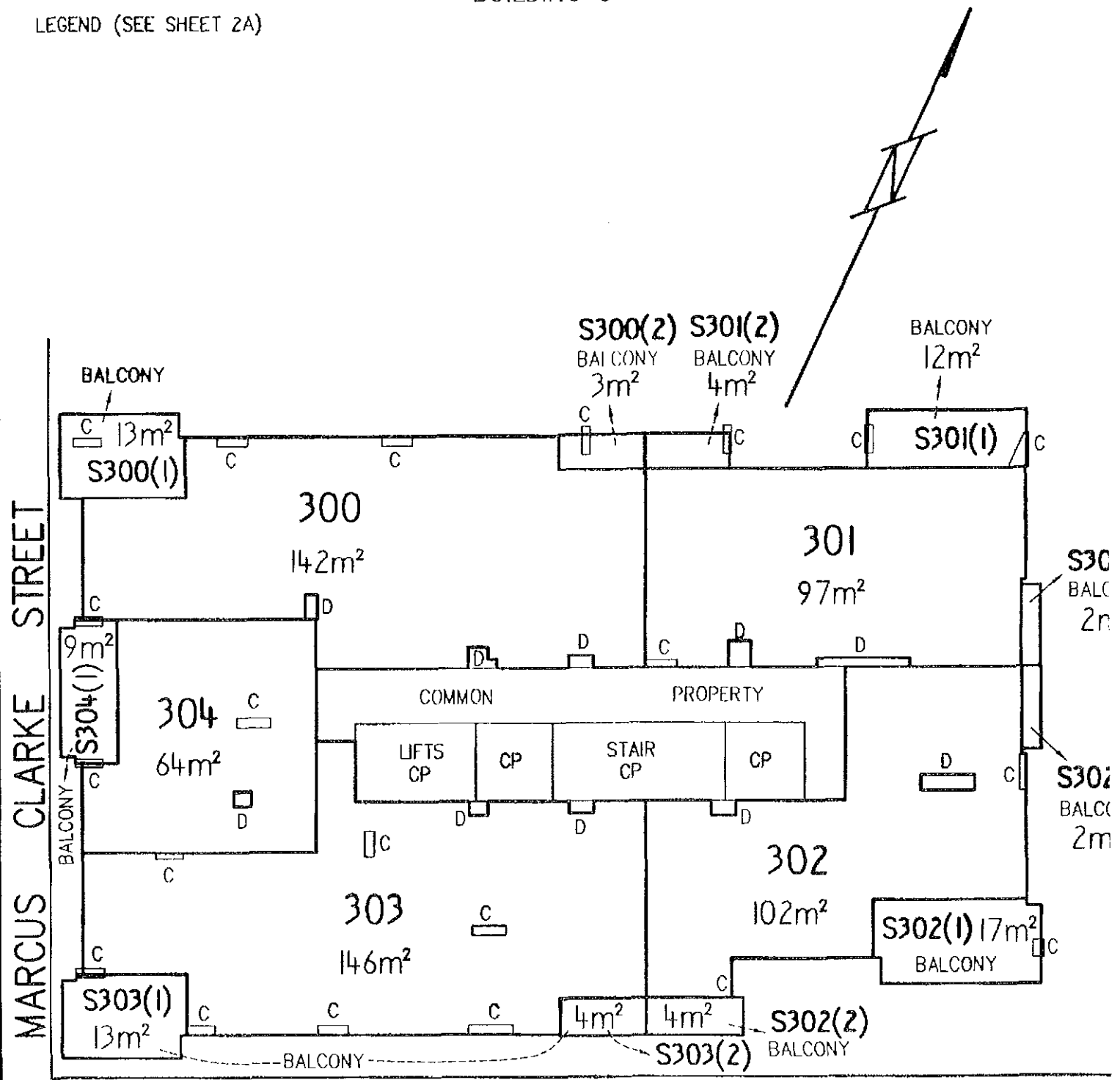
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIAL

IF FLOOR PLAN, STATE FLOOR NUMBER TWELFTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15
 Registered 18/7/21
 Replacement Sheets

(Handwritten mark)

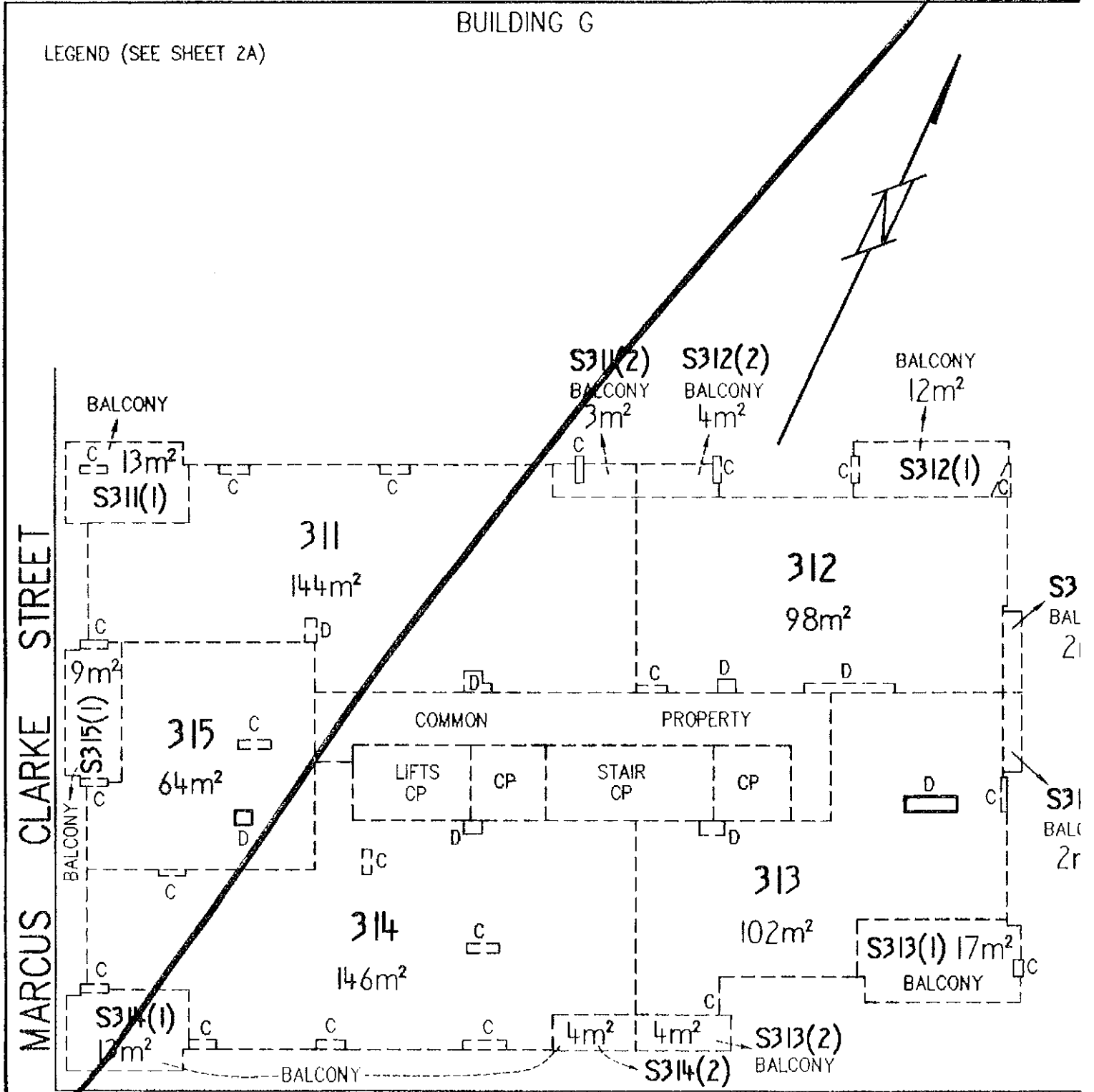
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
 UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRTEENTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
 (GRAPHIC BAR) 0 5 10 METRES

EXECUTION
 Signed for and on behalf of Section 6 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

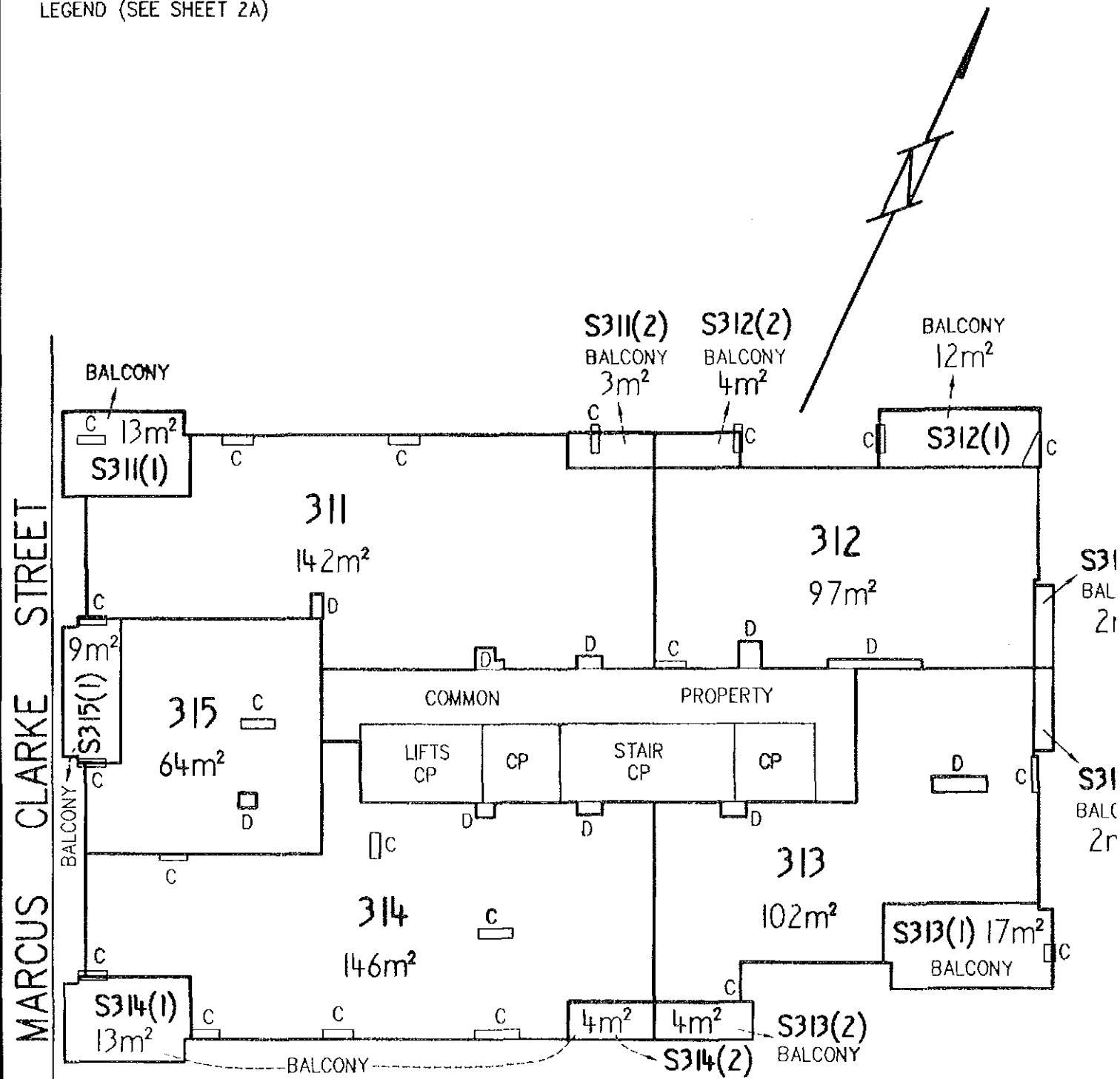
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRTEENTH 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/
Replacement Sheets

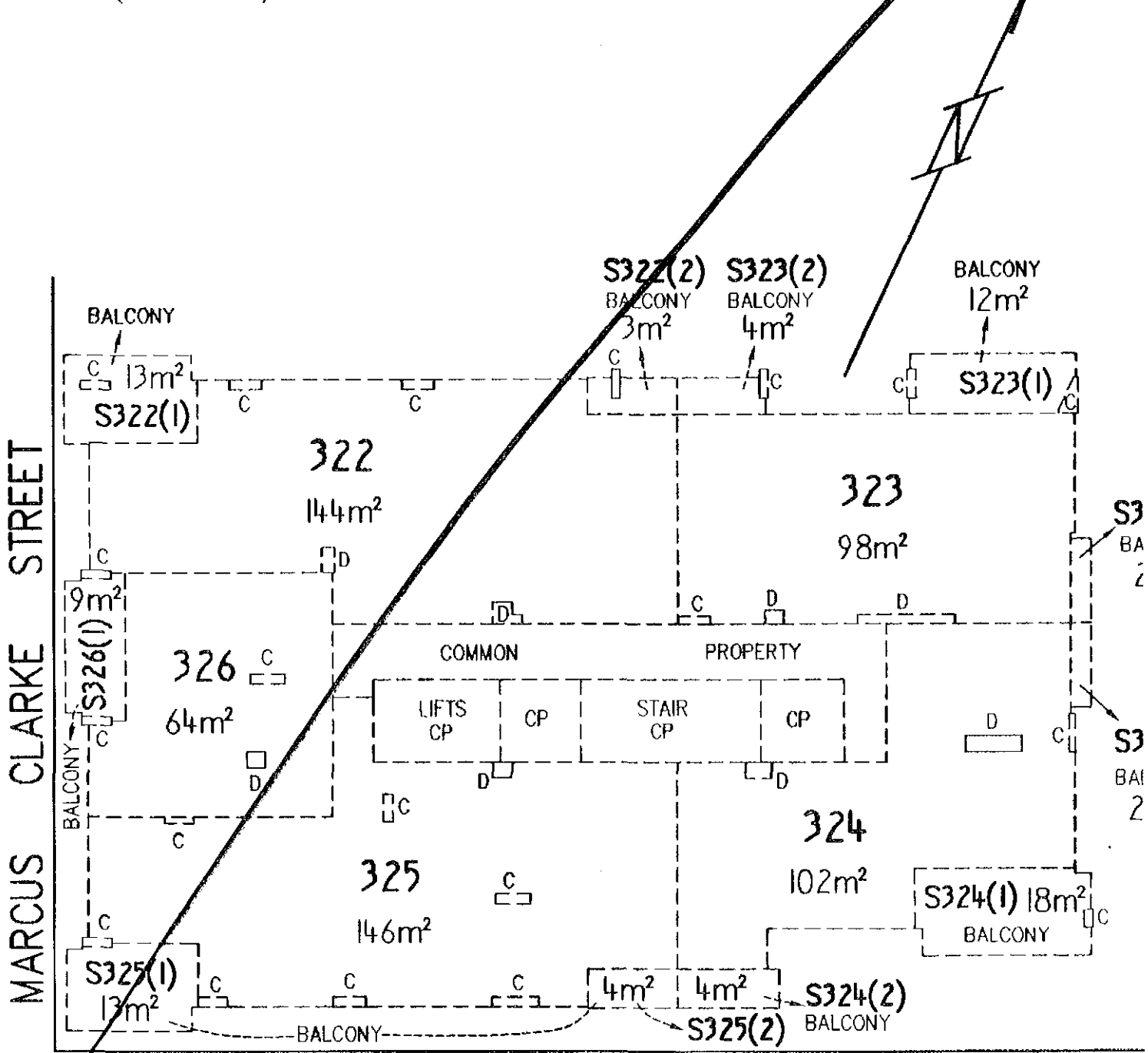
SITE PLAN FLOOR PLAN (tick appropriate box)

Handwritten mark

IF FLOOR PLAN, STATE FLOOR NUMBER FOURTEENTH 4. CLASS OF UNITS (A or B) UNIT SUBSIDY CLASS A UNIT

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

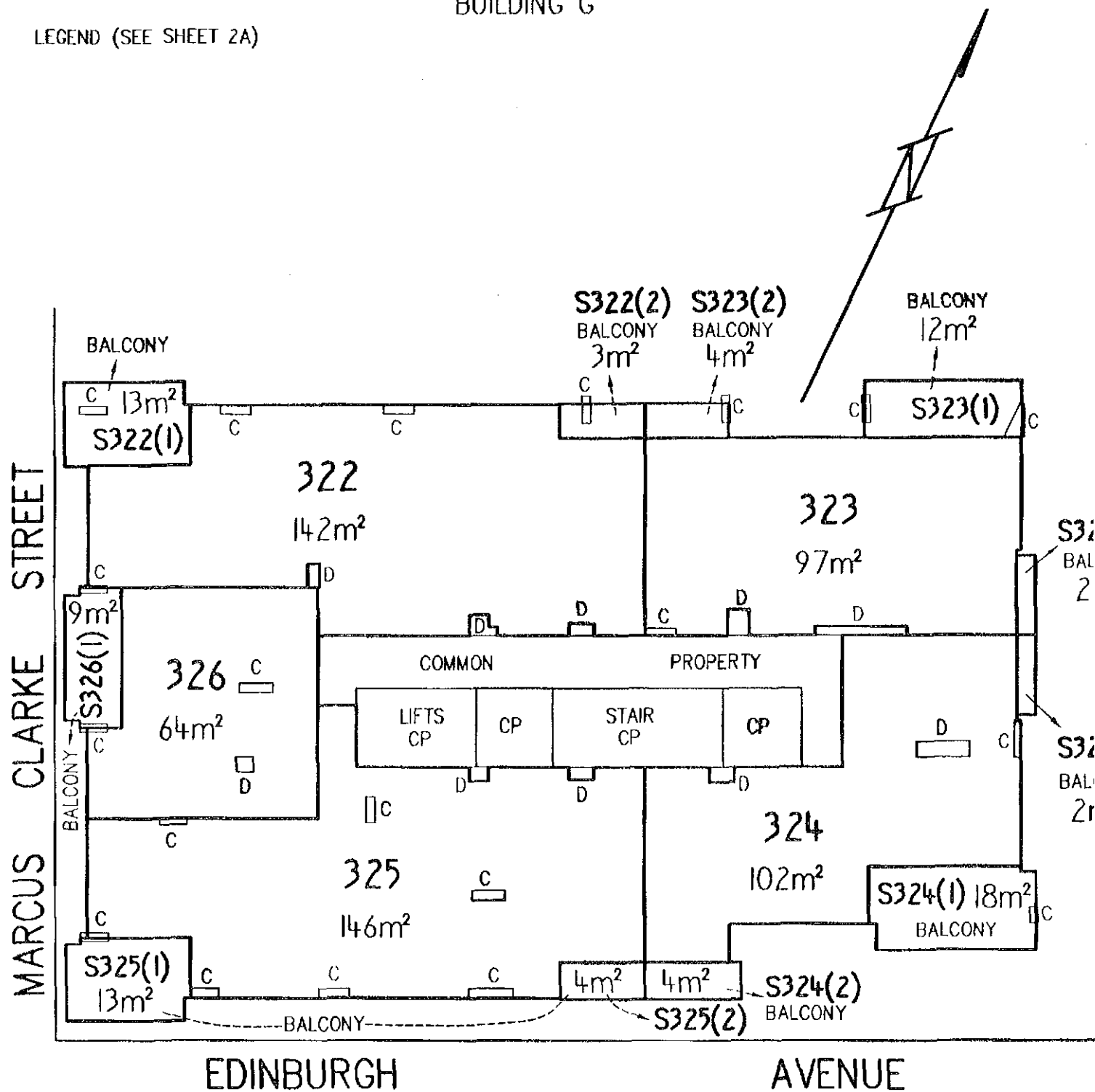
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **FOURTEENTH** 4. CLASS OF UNITS (A or B)

BUILDING G

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

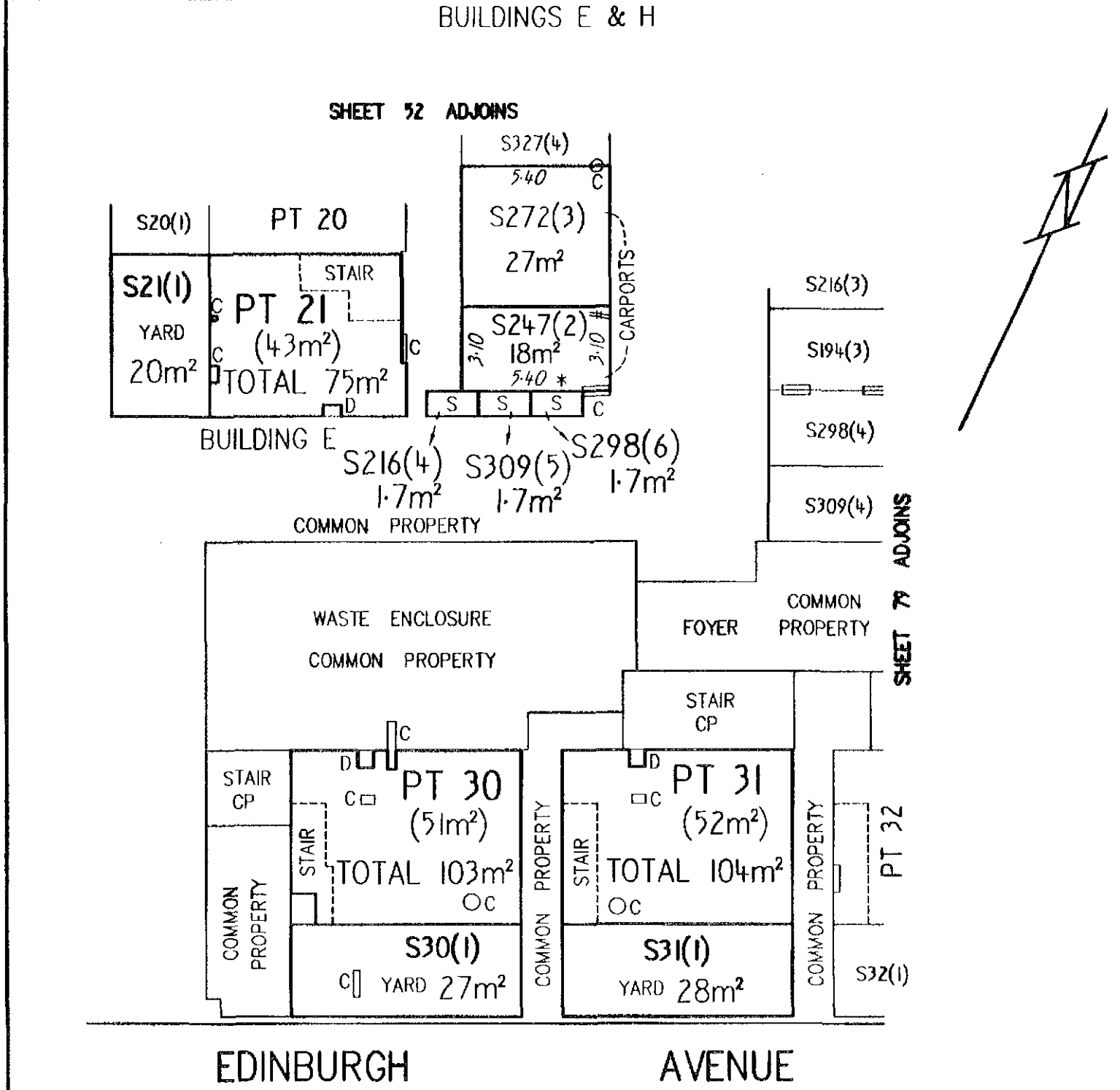
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Pty

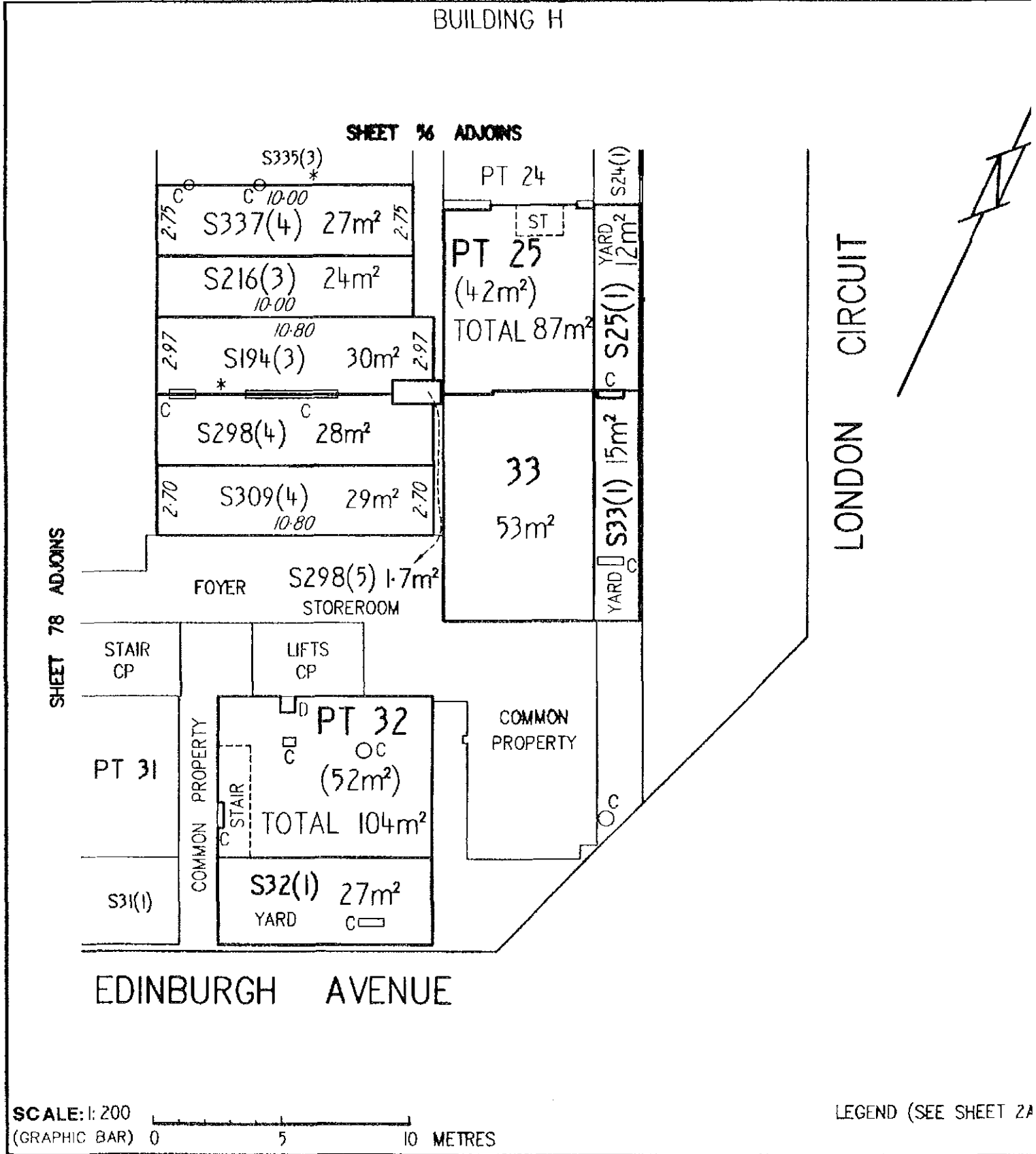
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

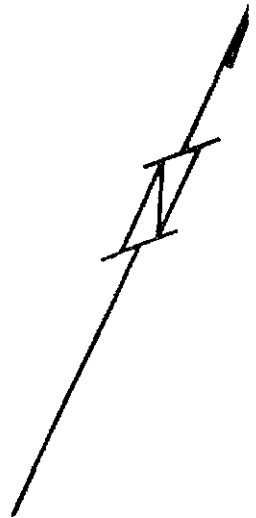
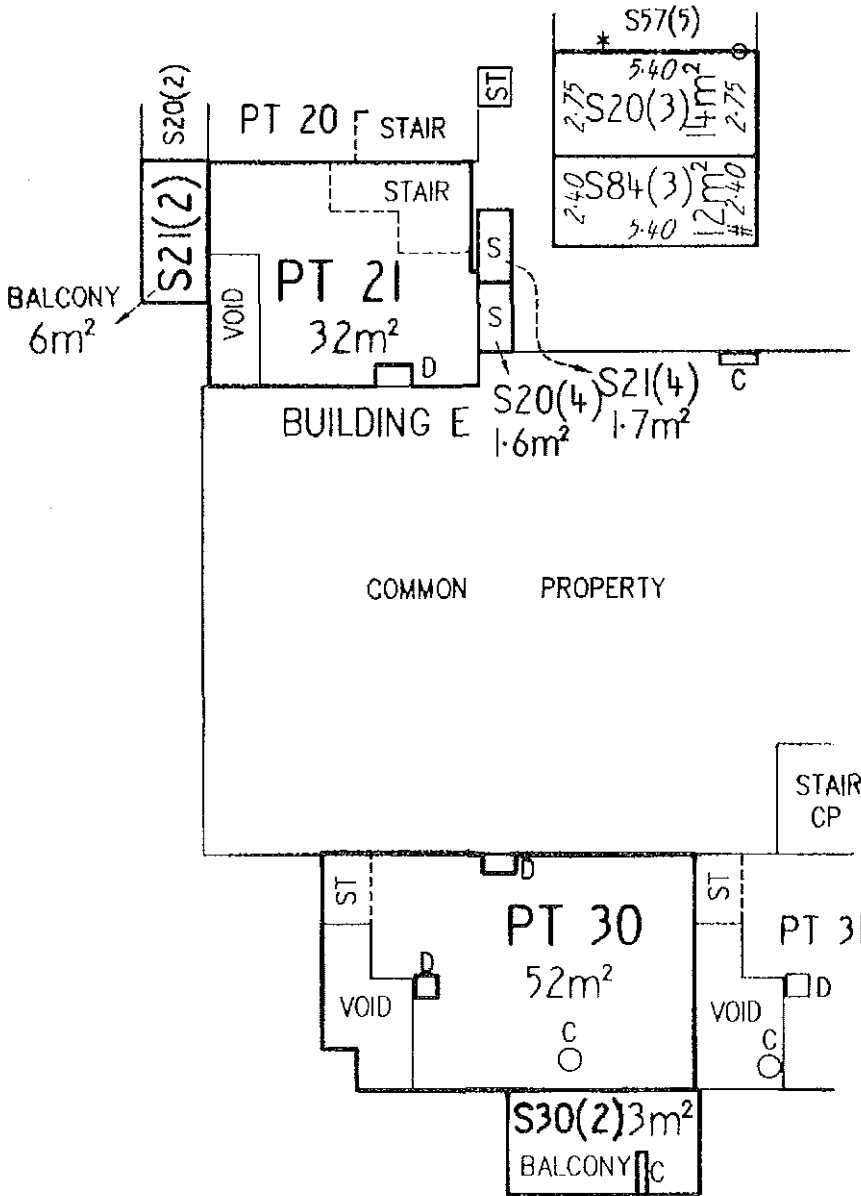
CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER MEZZANINE 4. CLASS OF UNITS (A or B)

BUILDINGS E & H

LEGEND (SEE SHEET 2A)

SHEET 53 ADJOINS



SHEET 81 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

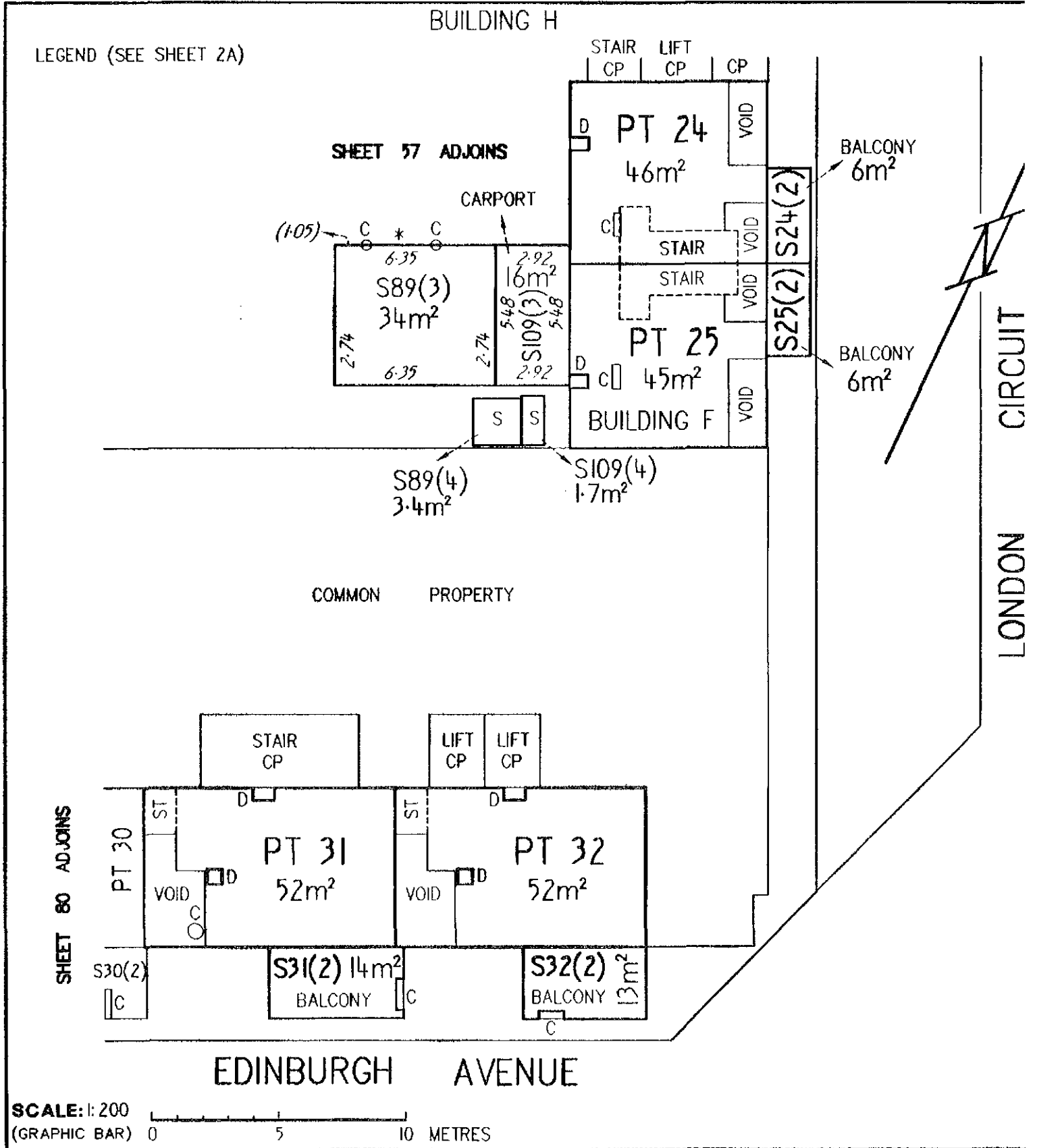
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER. MEZZANINE. 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Div

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)

SHEET 58 ADJOINS

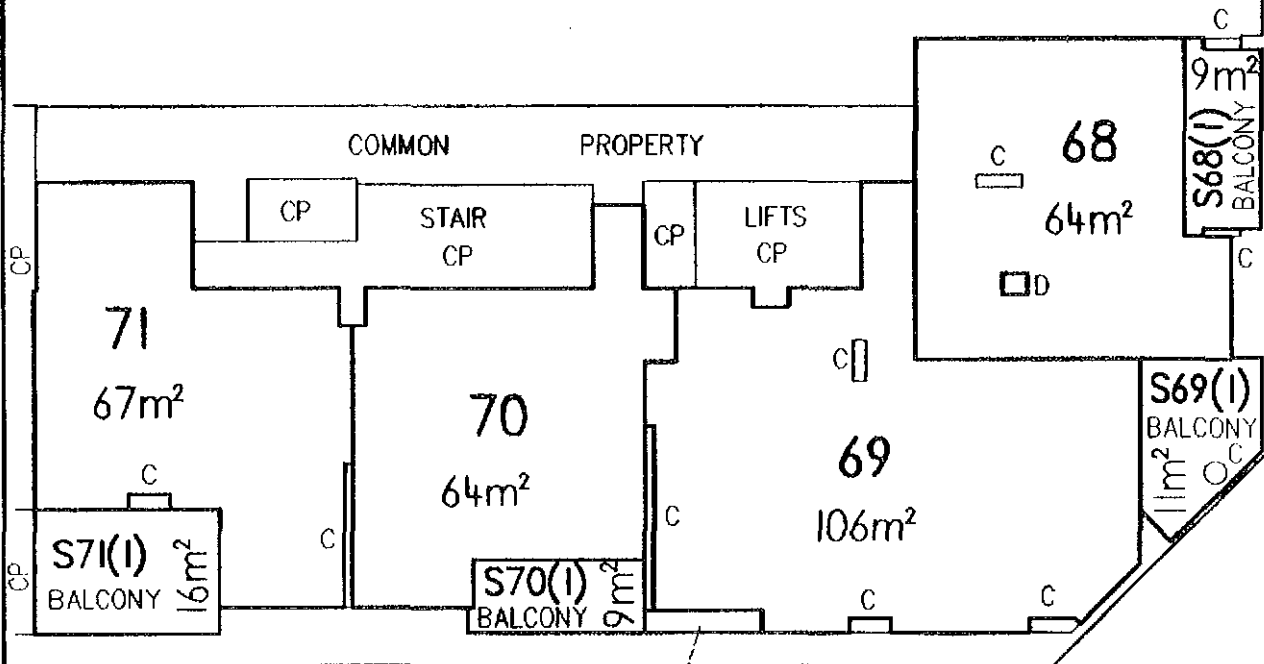
59

COMMON

PROPERTY

COMMON

PROPERTY



EDINBURGH

S69(2)
BALCONY
1m²

AVENUE

SCALE: 1:200

(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

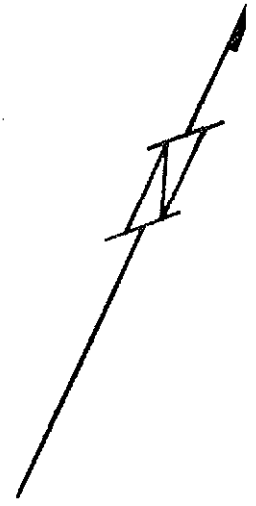
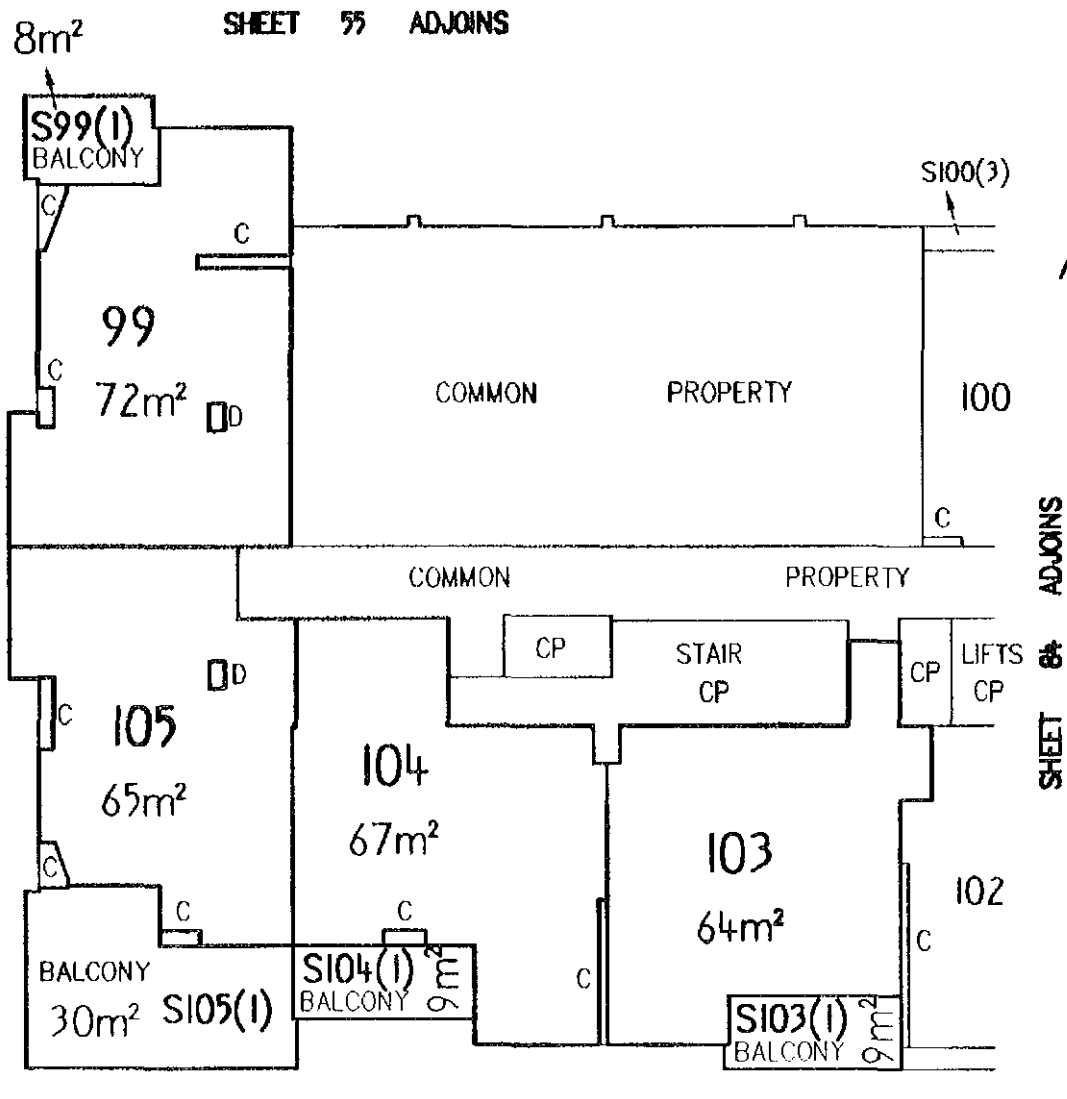
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **SECOND** 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

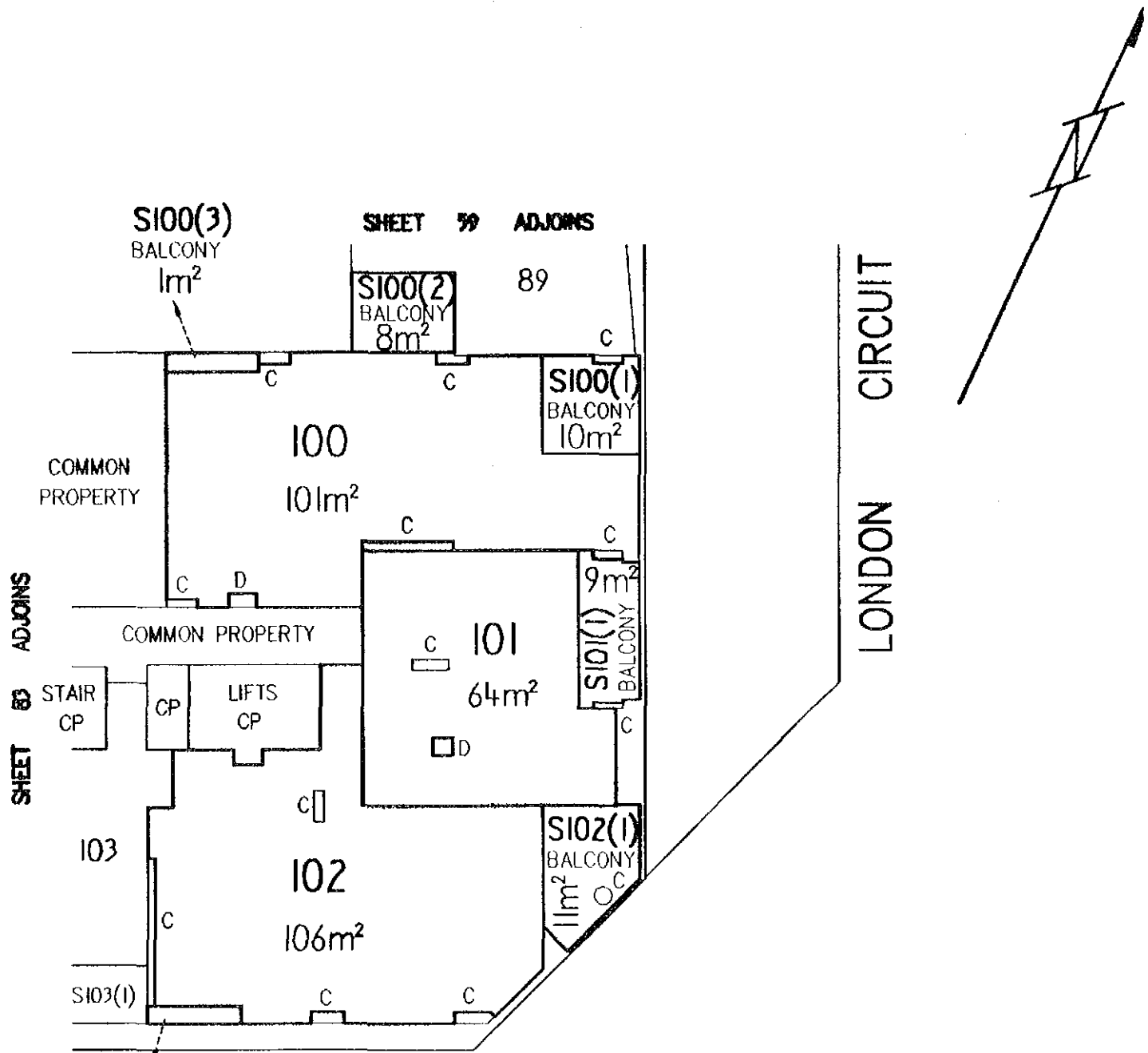
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



EDINBURGH AVENUE

LONDON CIRCUIT

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

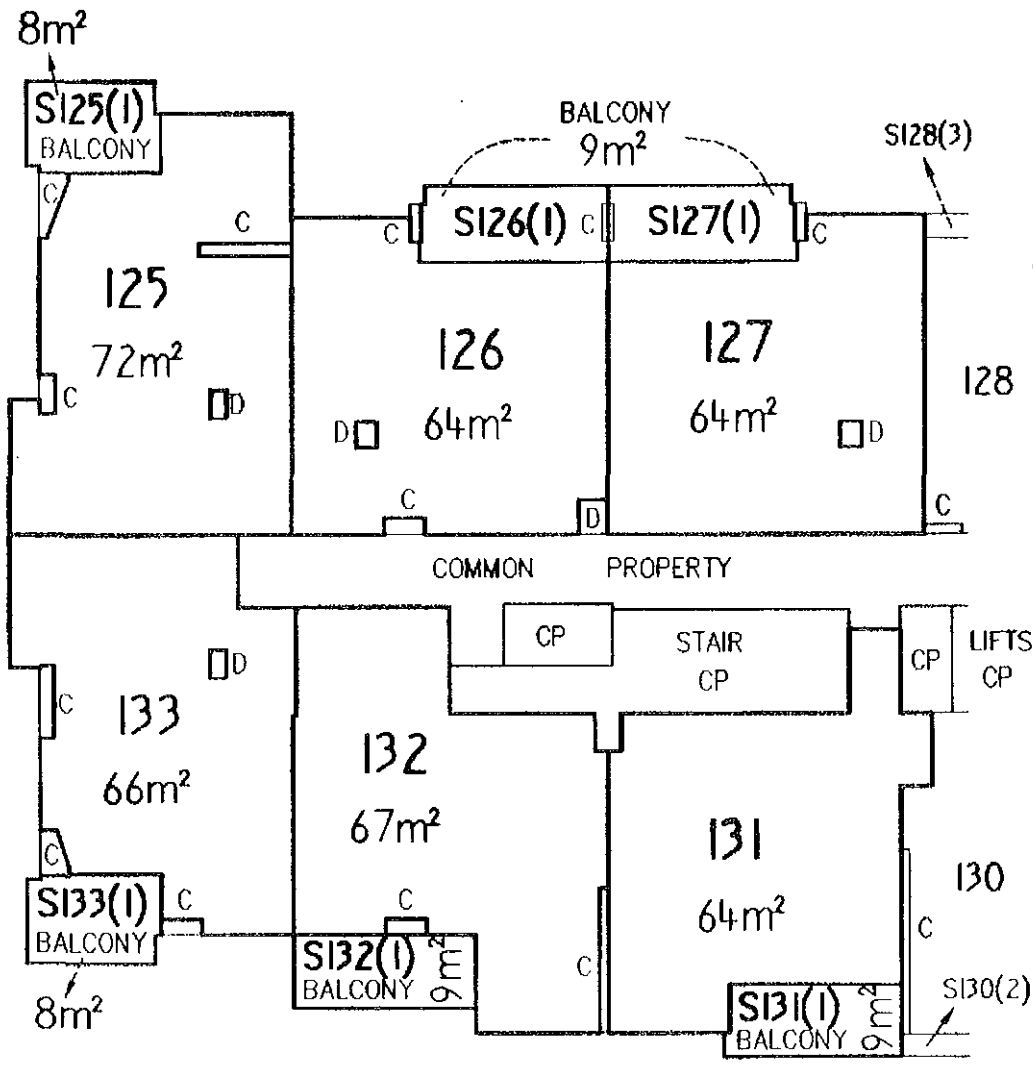
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SHEET 86 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN

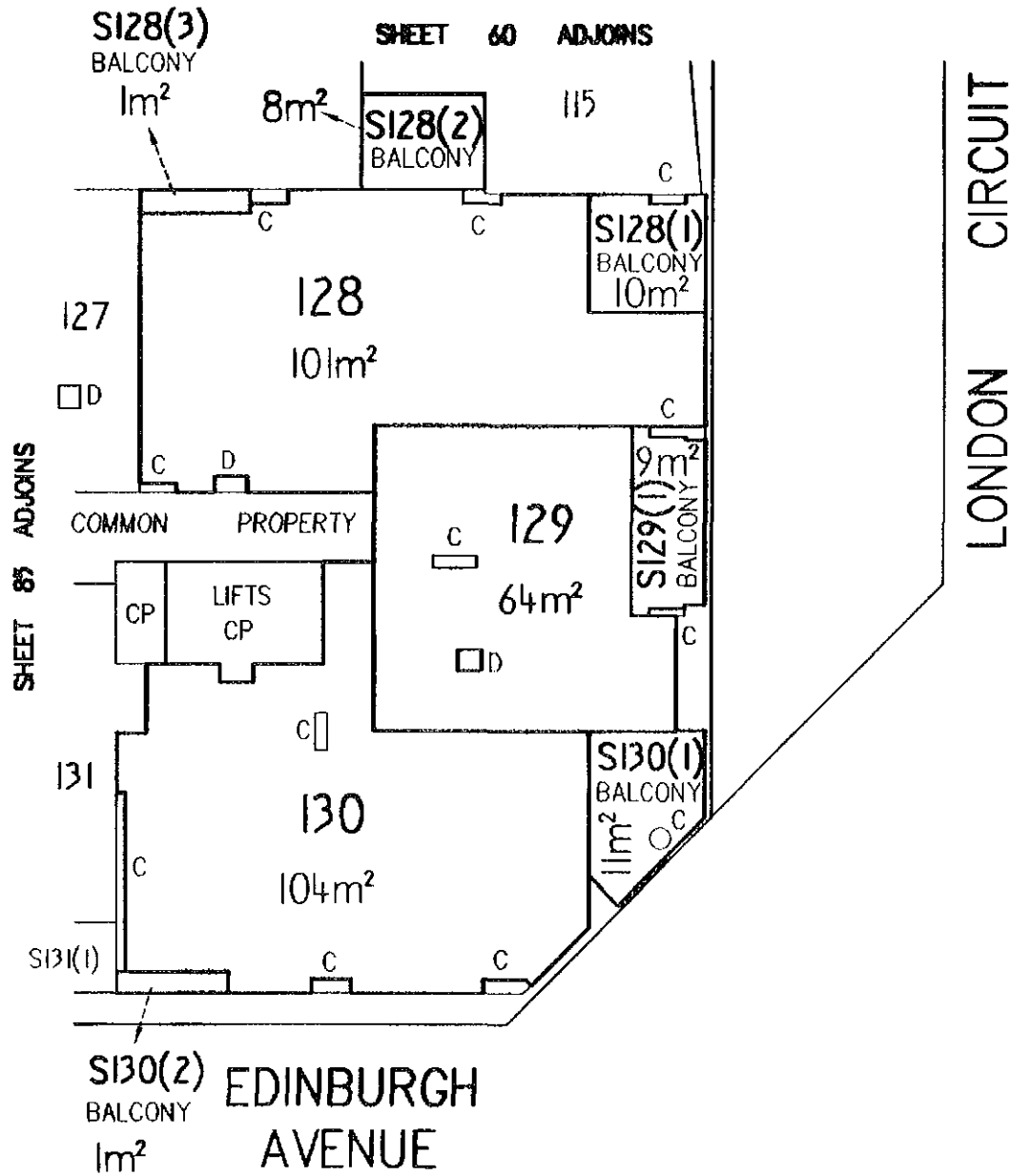
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRD **4. CLASS OF UNITS (A or B)**

BUILDING H

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

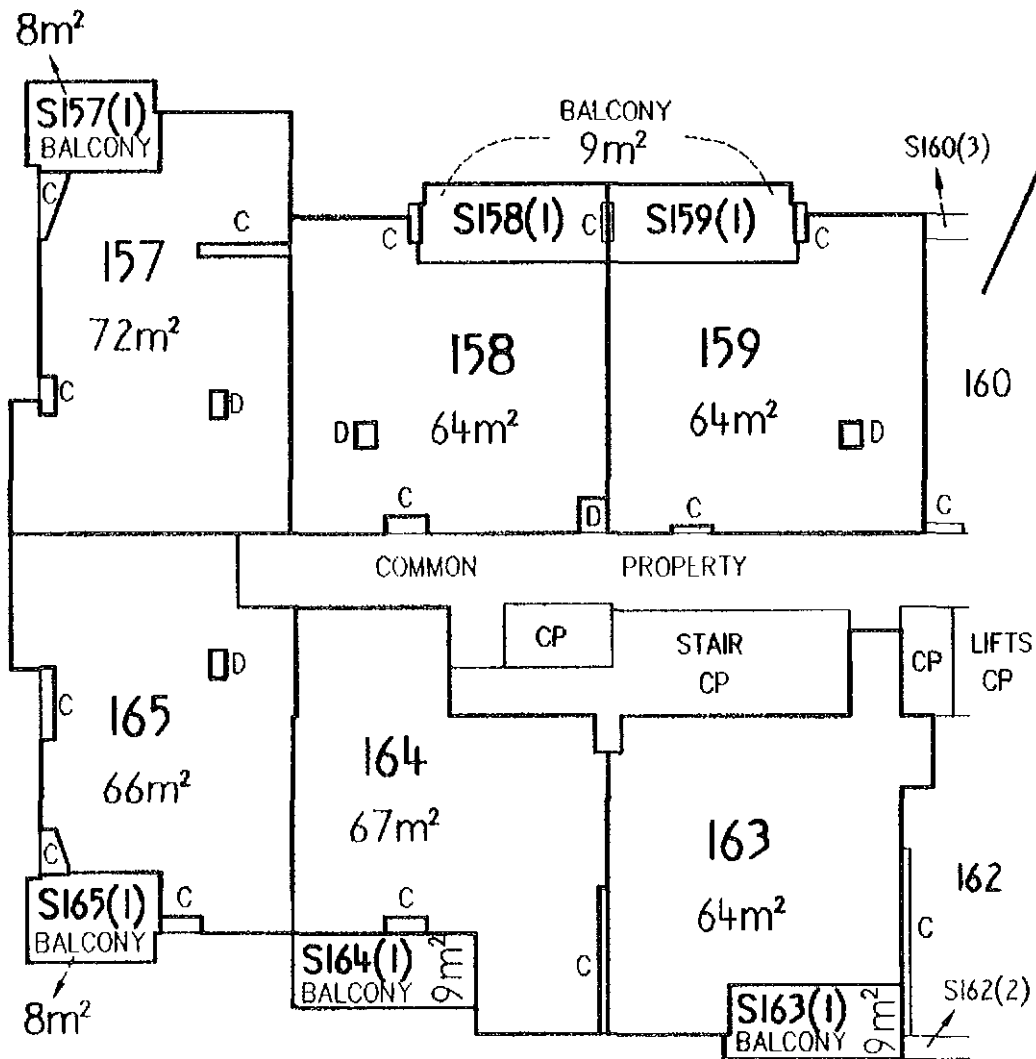
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

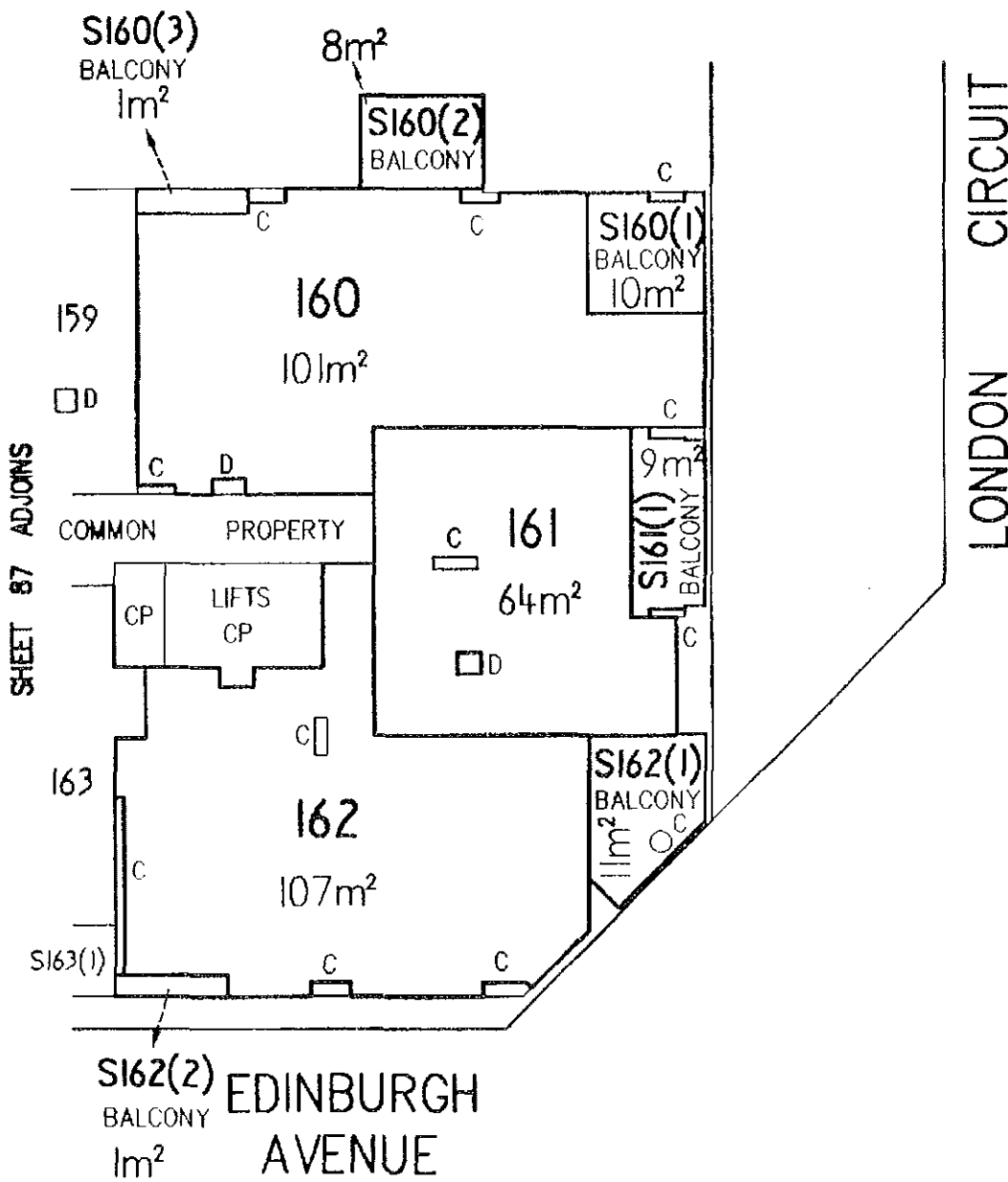
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **FOURTH** 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

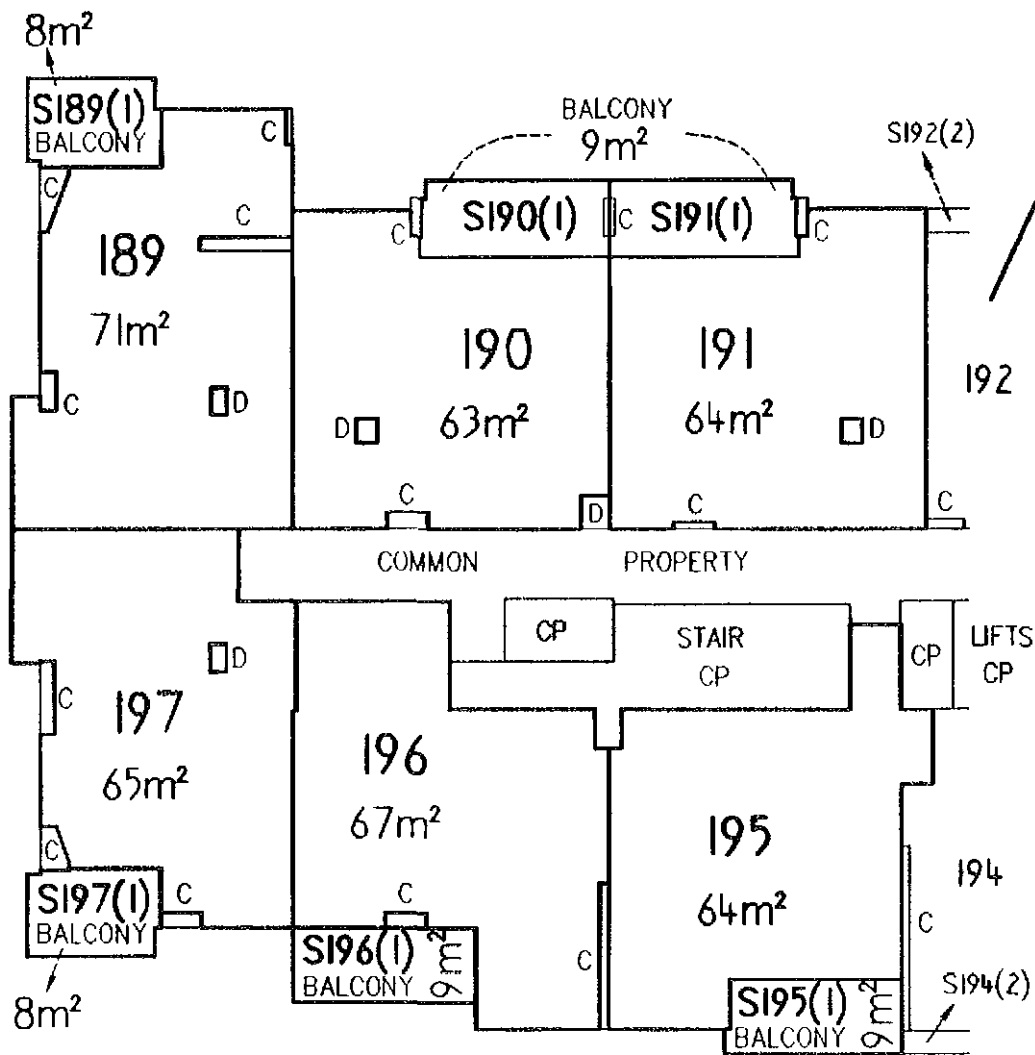
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SHEET 90 ADJOINS

EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

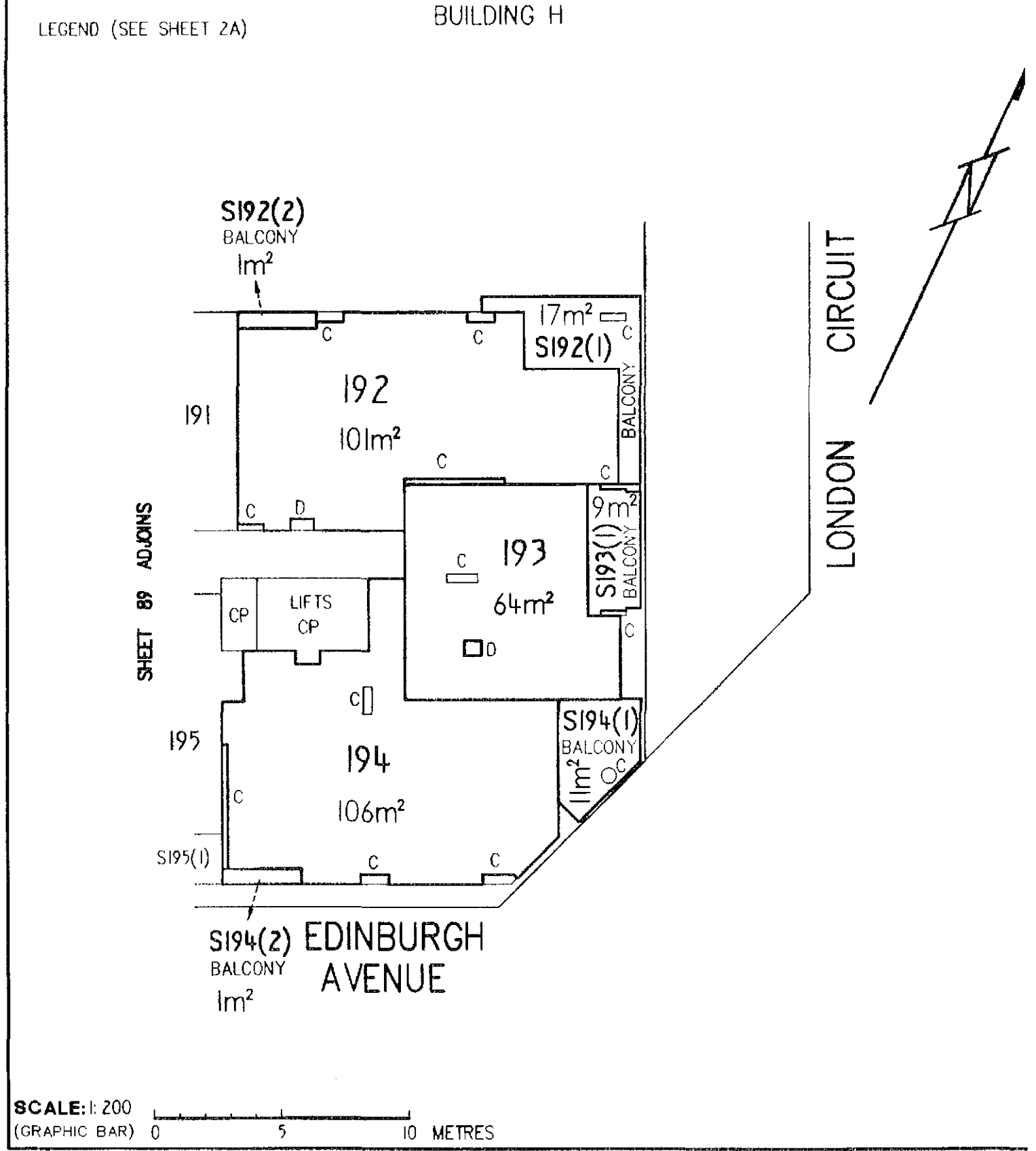
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Div

LAND

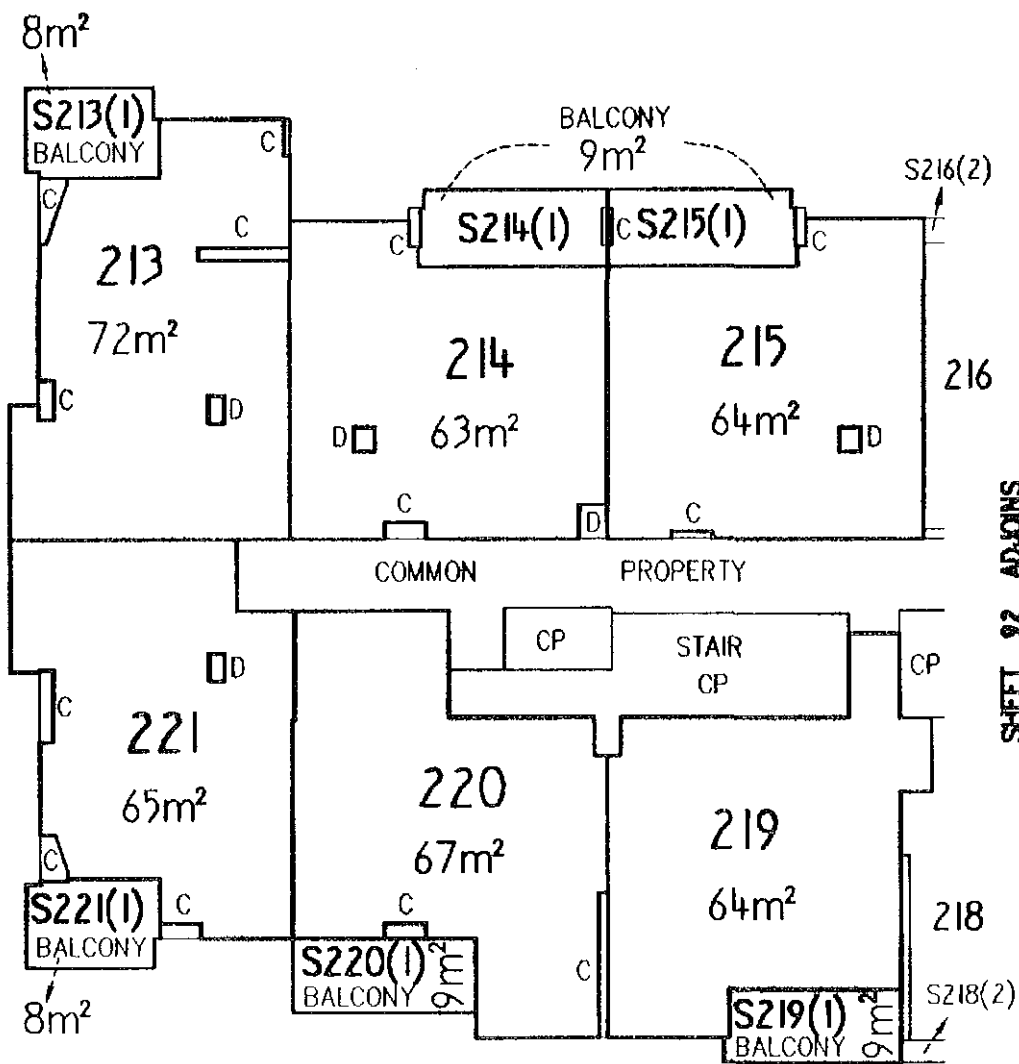
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A) BUILDING H



SHEET 92 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 201

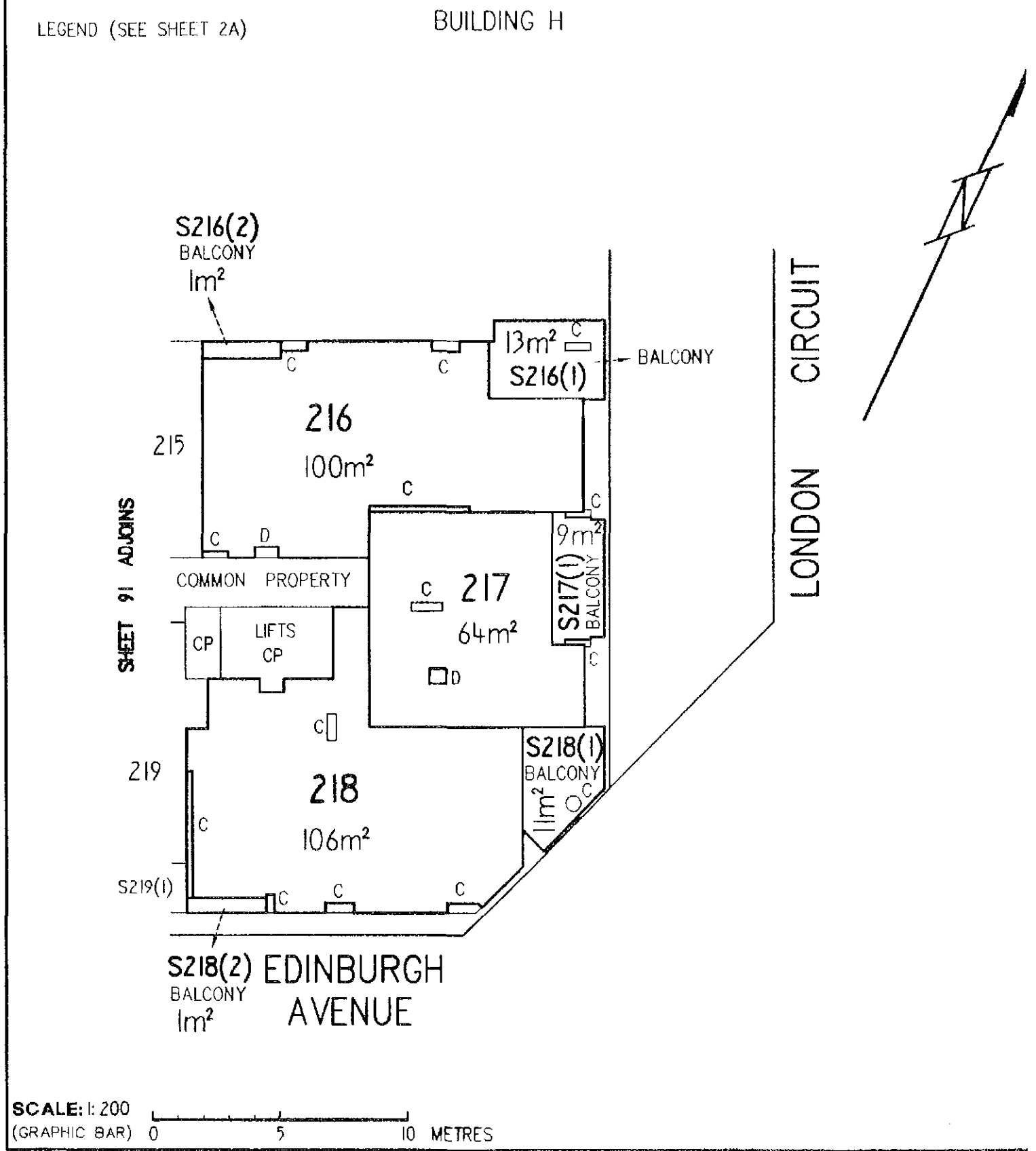
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNITS (A or B)



EXECUTION

Signed for and on behalf of Section 6 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

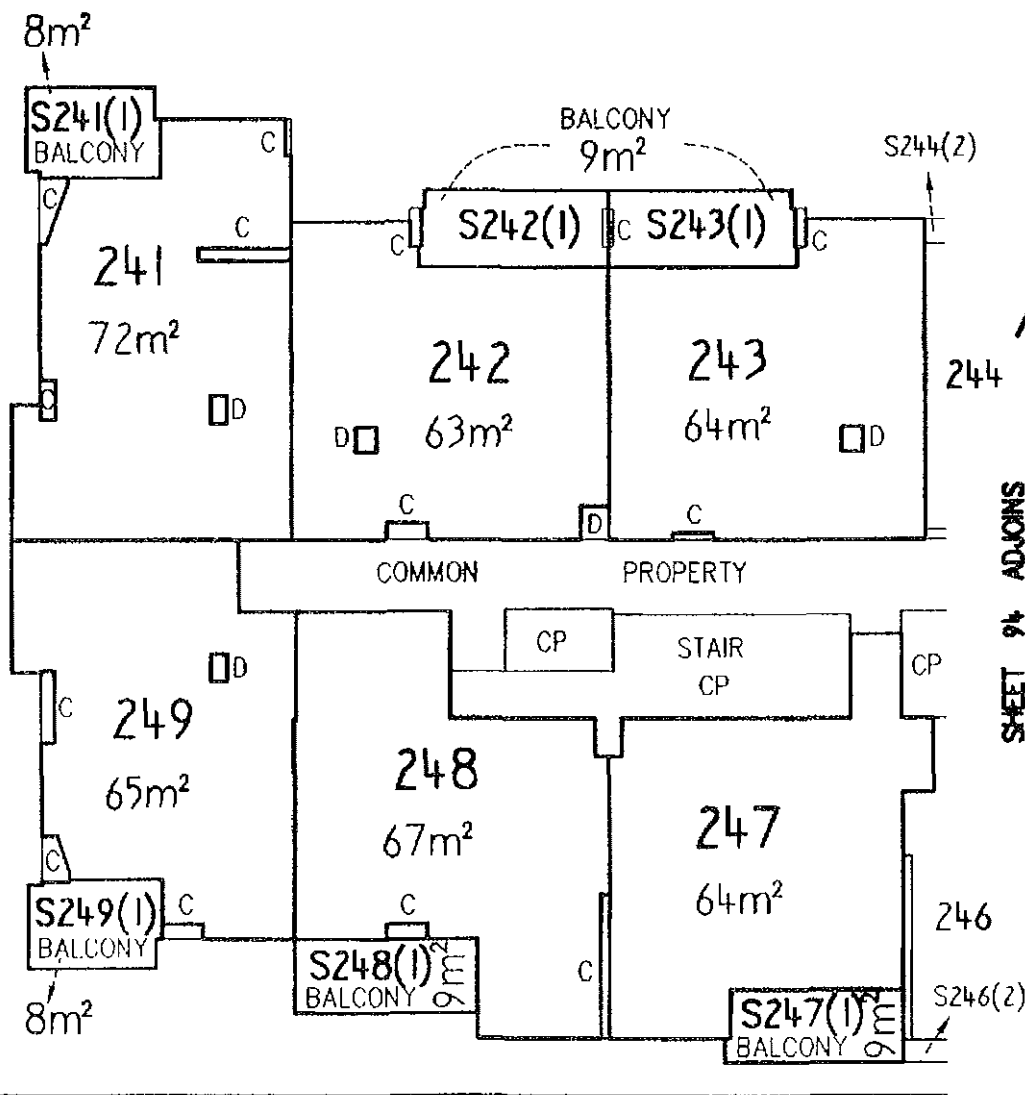
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



SHEET 94 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

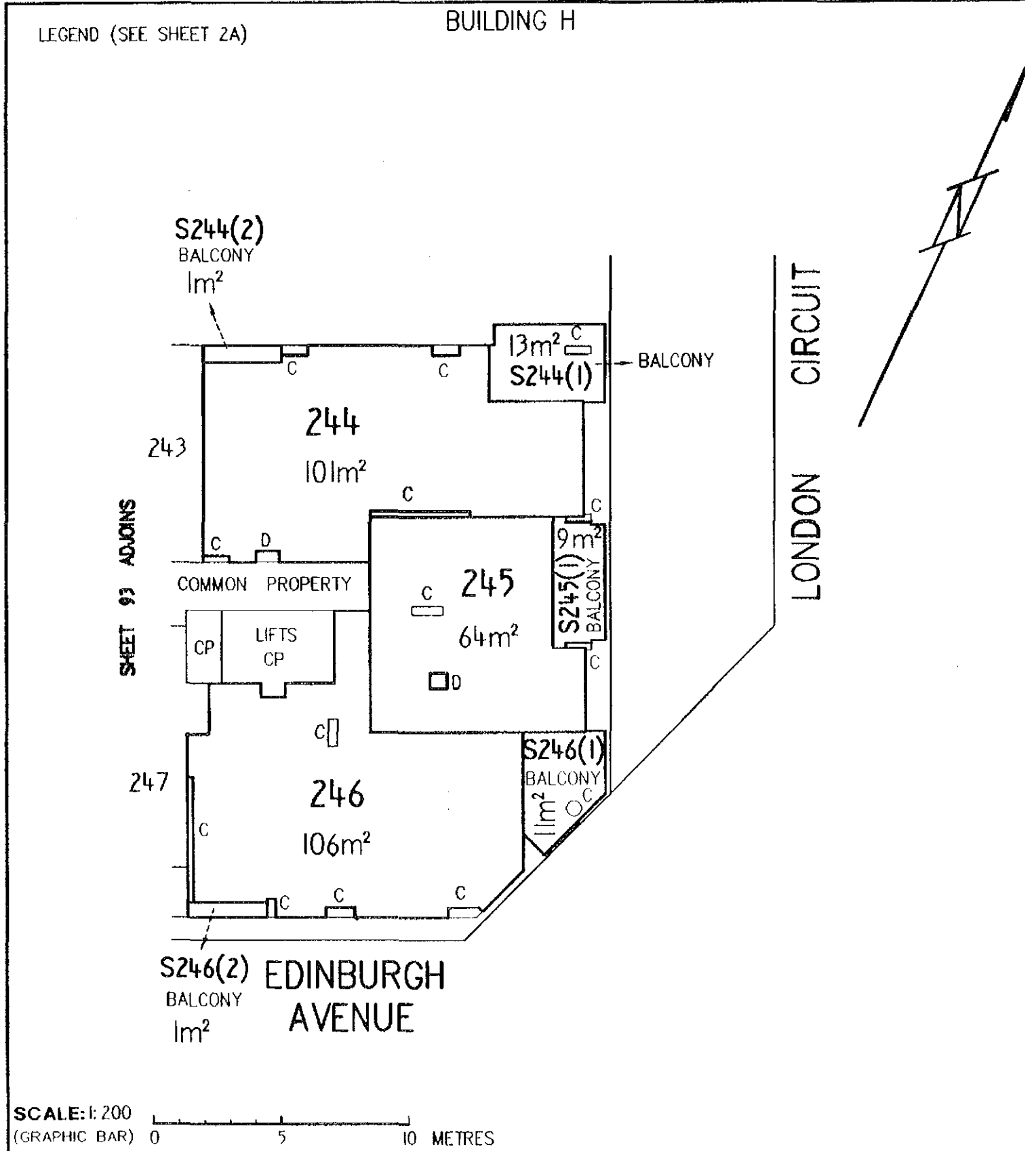
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNITS (A or B)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Piv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

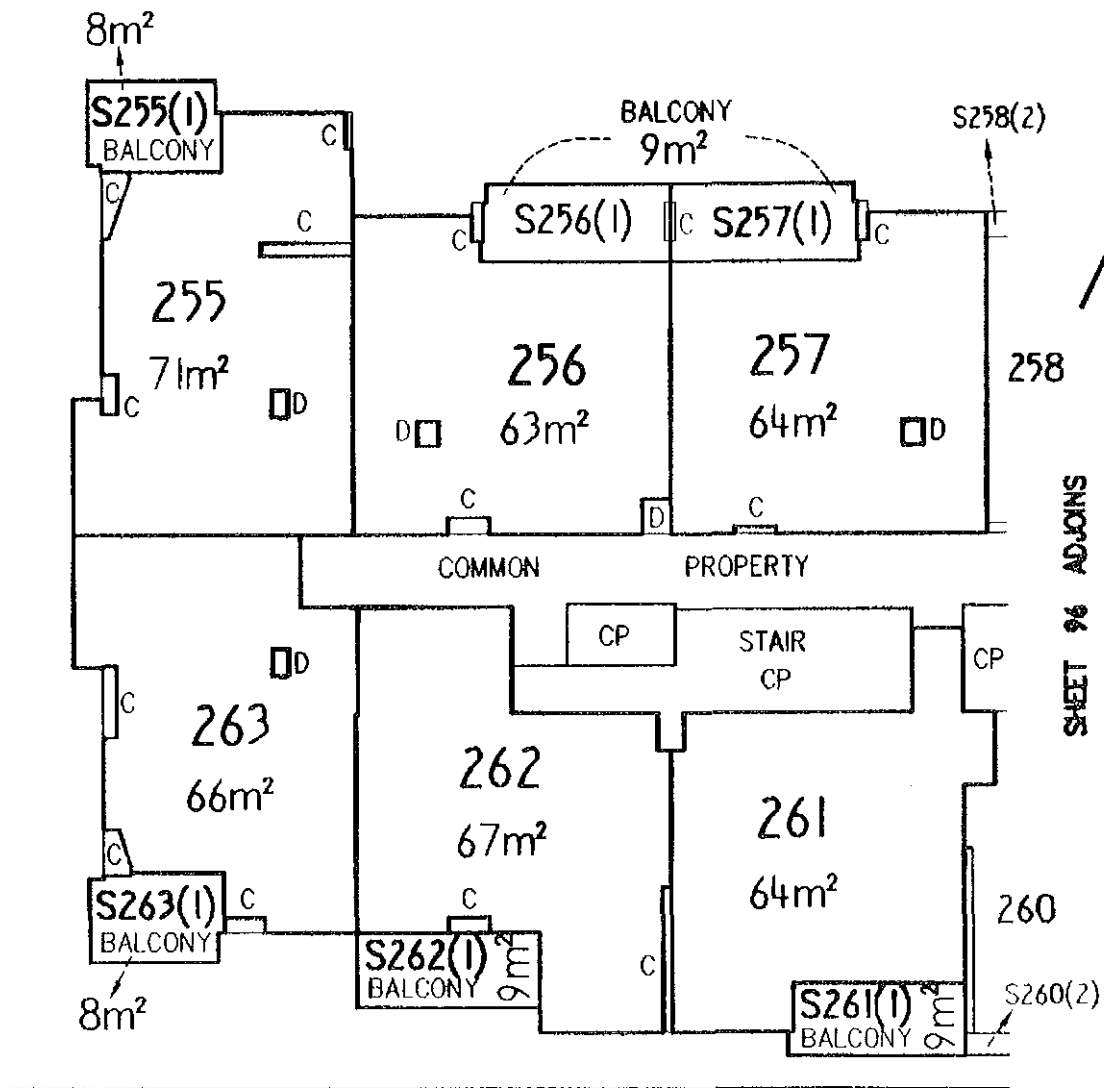
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER EIGHTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SHEET 96 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

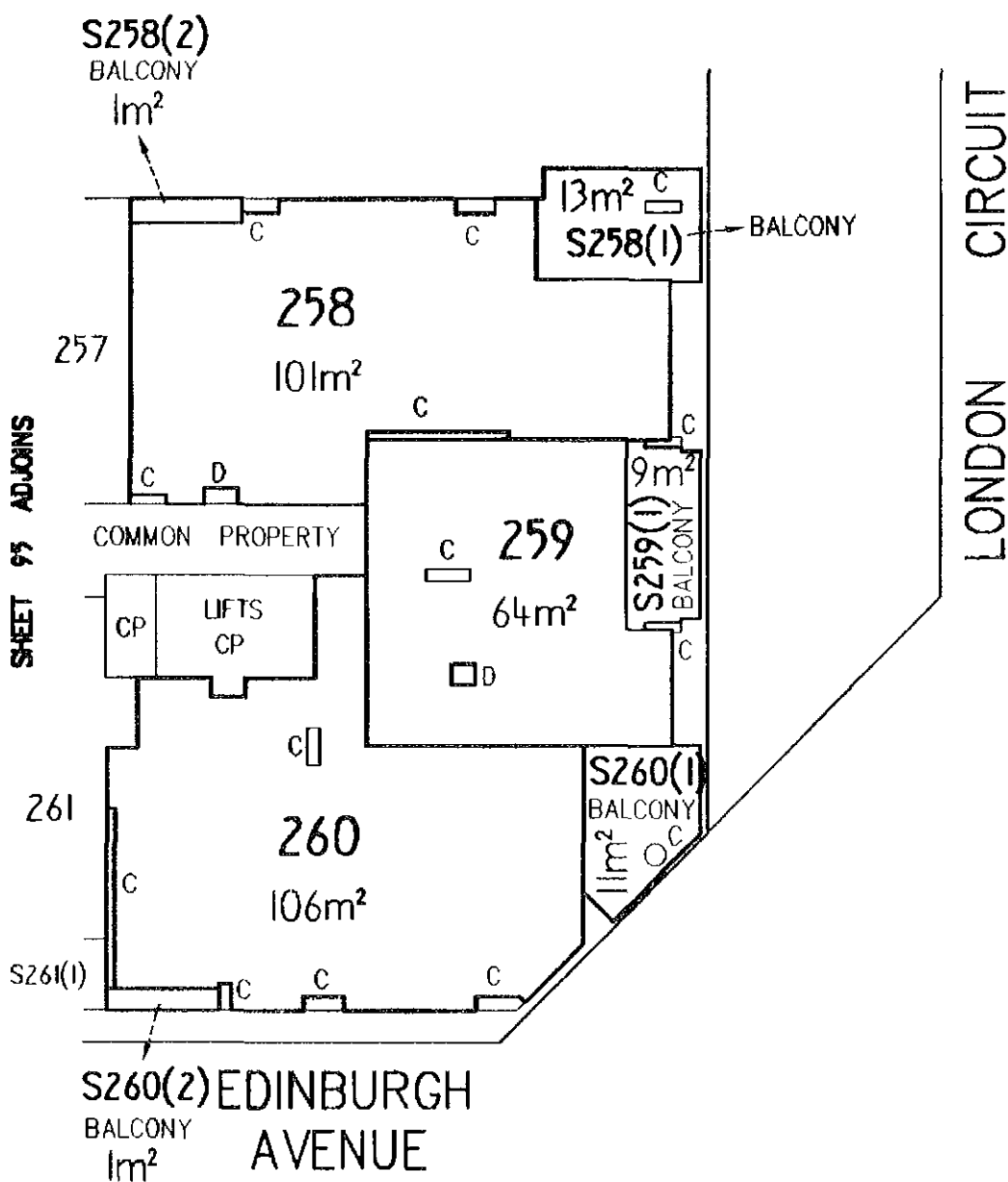
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER EIGHTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

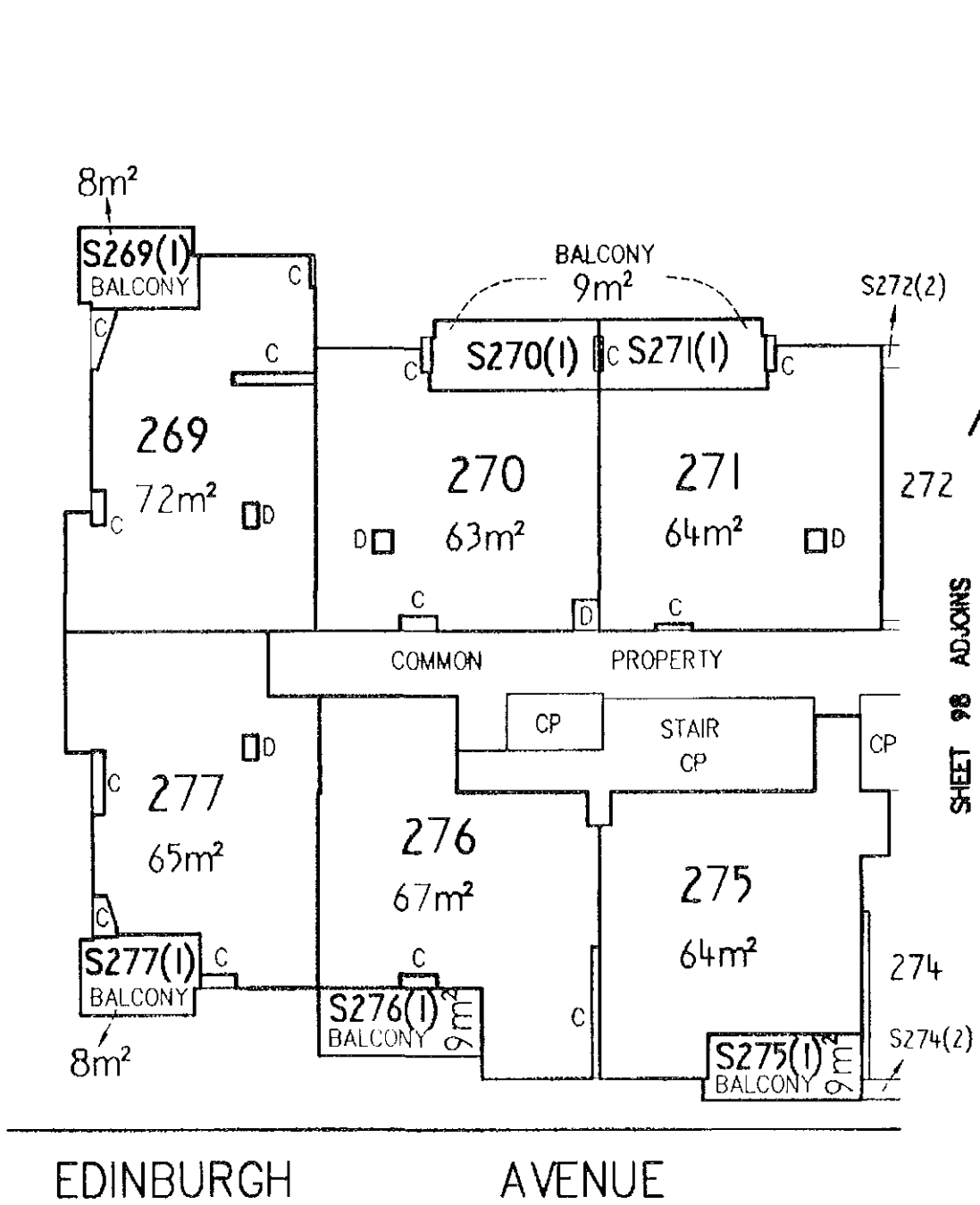
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER NINTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

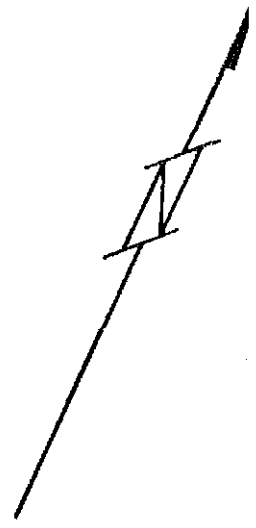
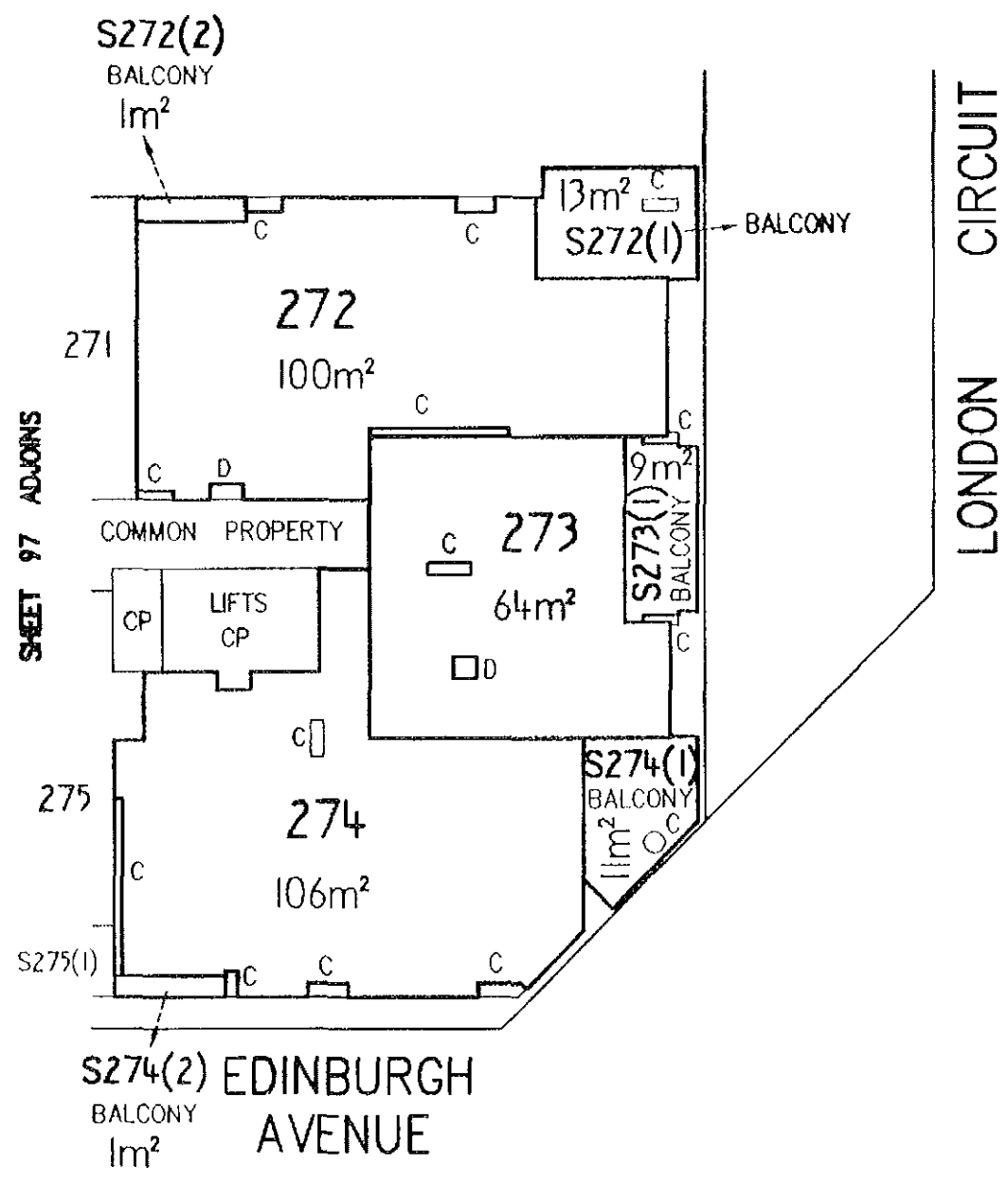
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **NINTH** 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 4. D.:

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

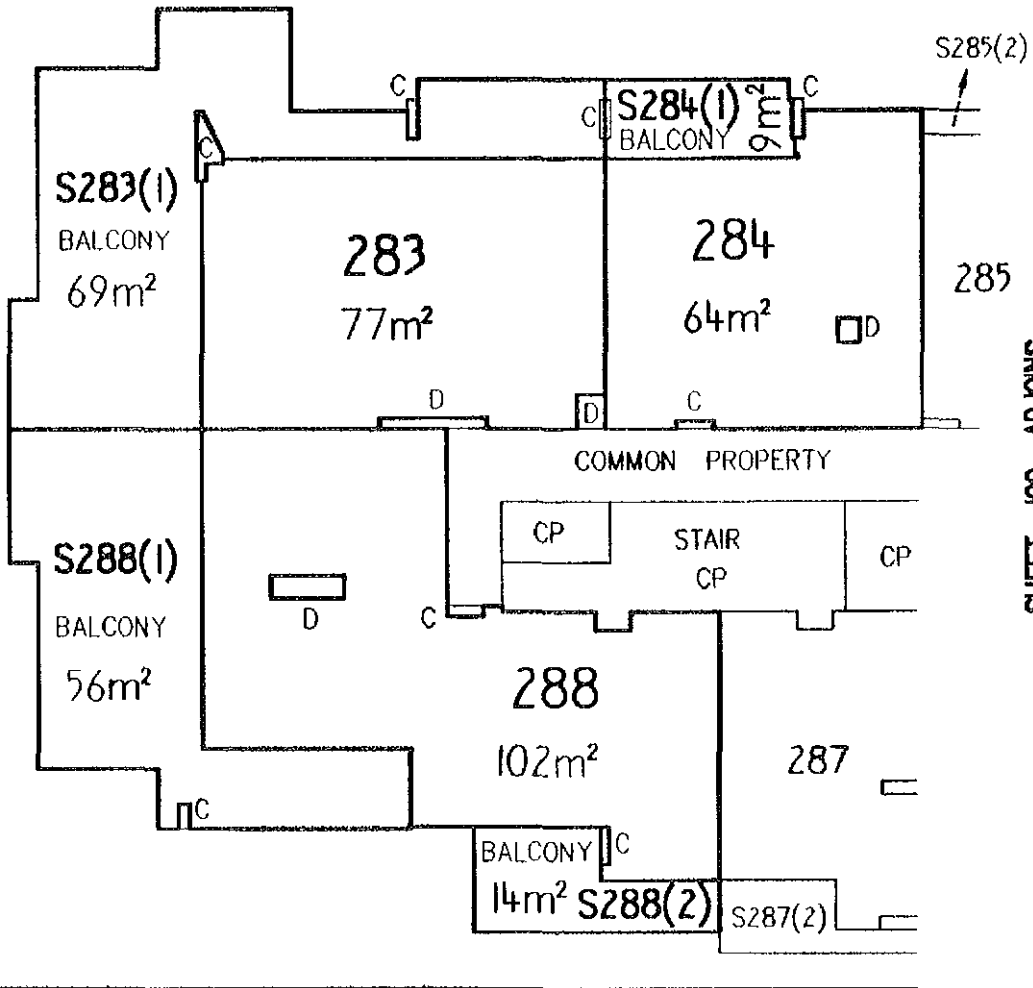
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER TENTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SHEET 100 ADJOINS

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

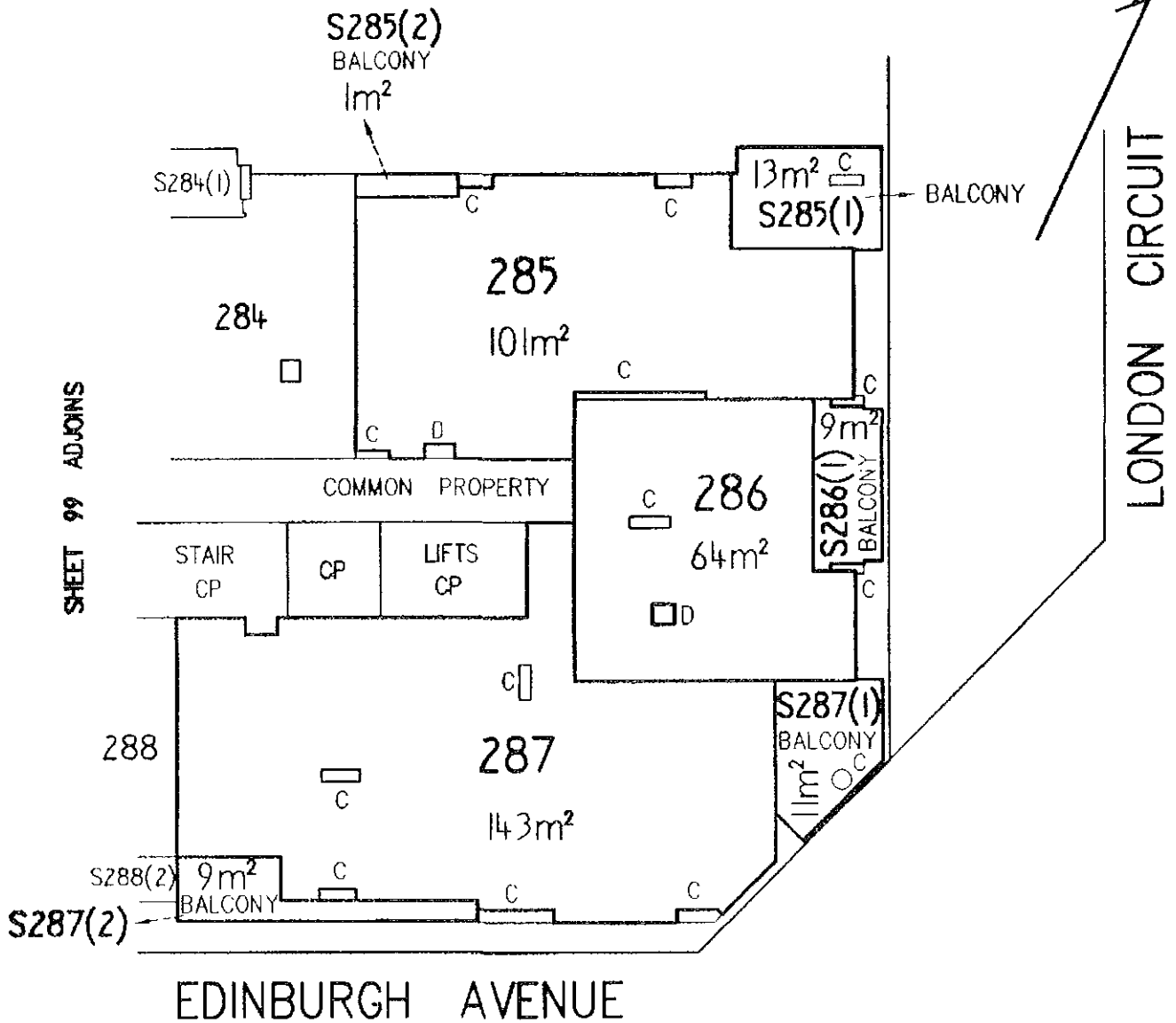
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER TENTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

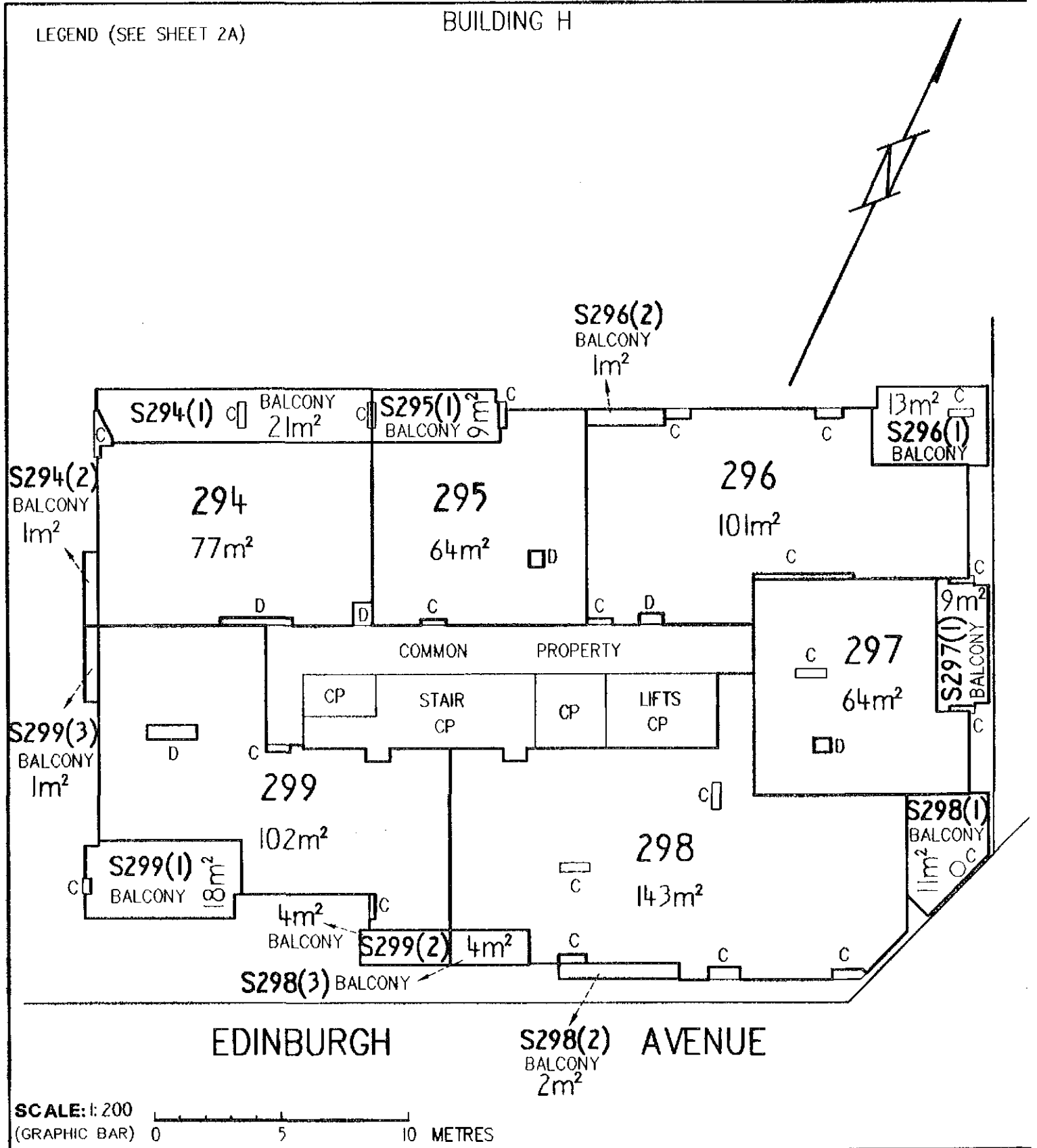
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER ELEVENTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

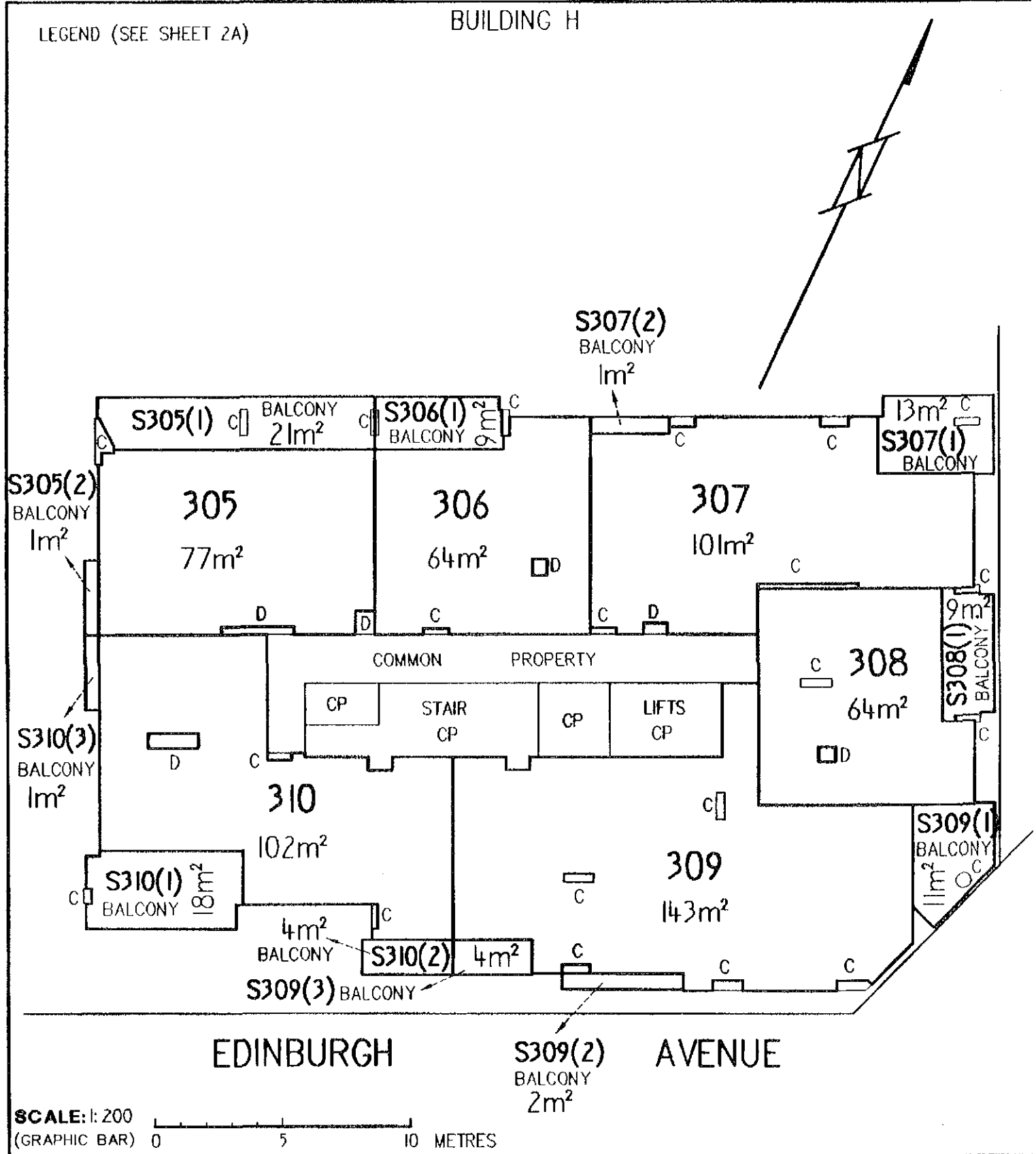
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER TWELFTH 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



EDINBURGH

S309(2) BALCONY 2m²
AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

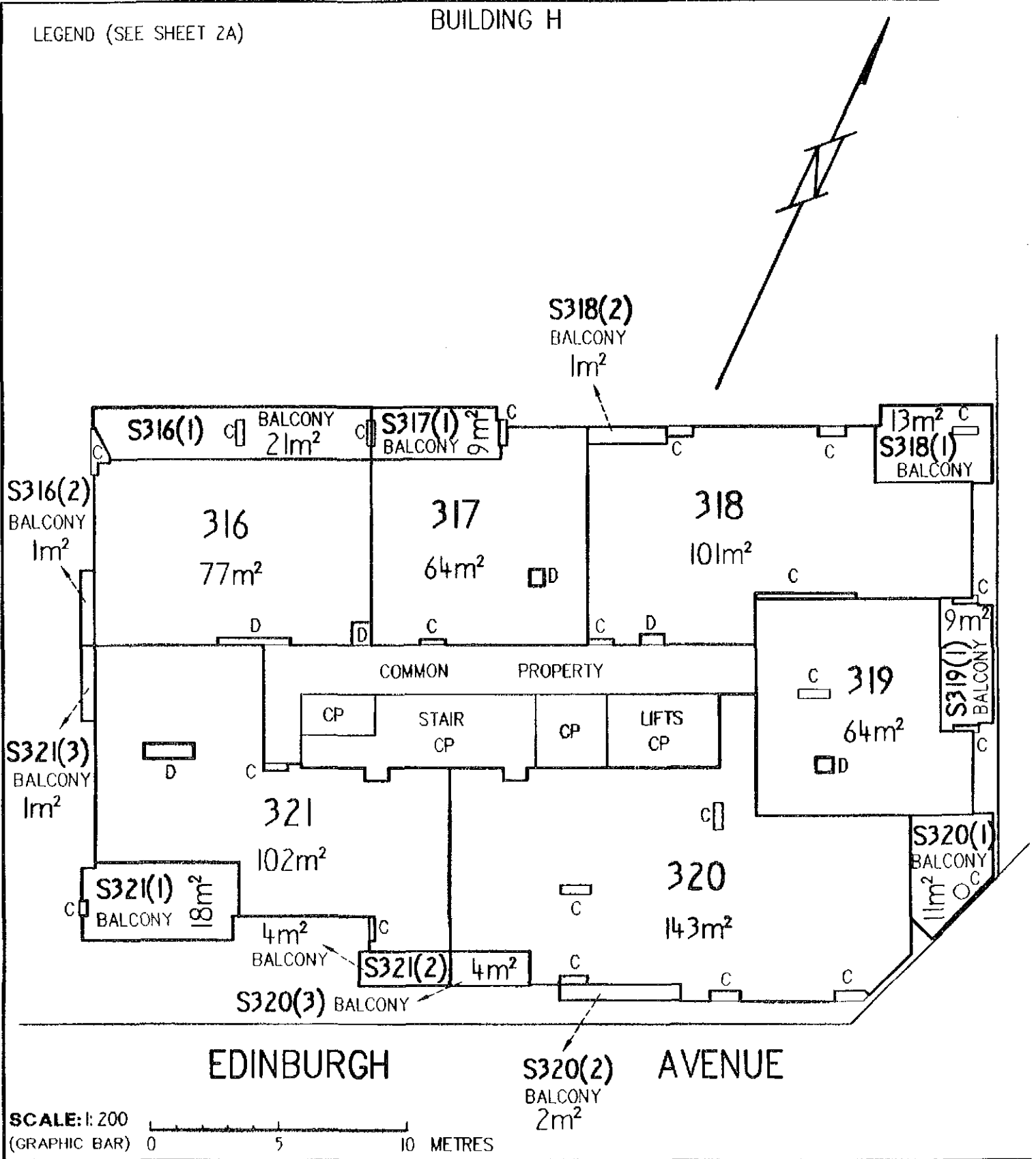
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER THIRTEENTH 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

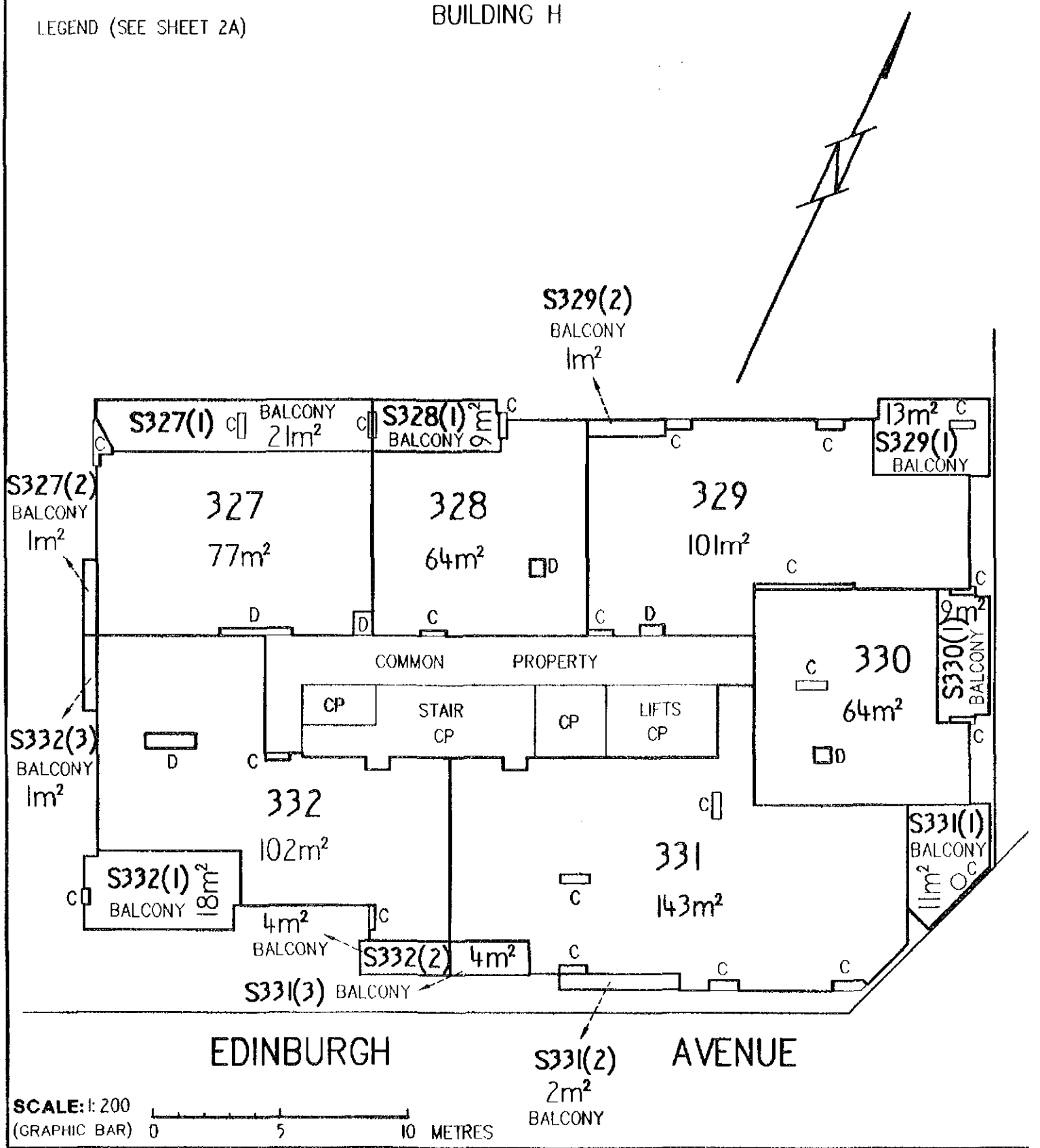
SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER FOURTEENTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

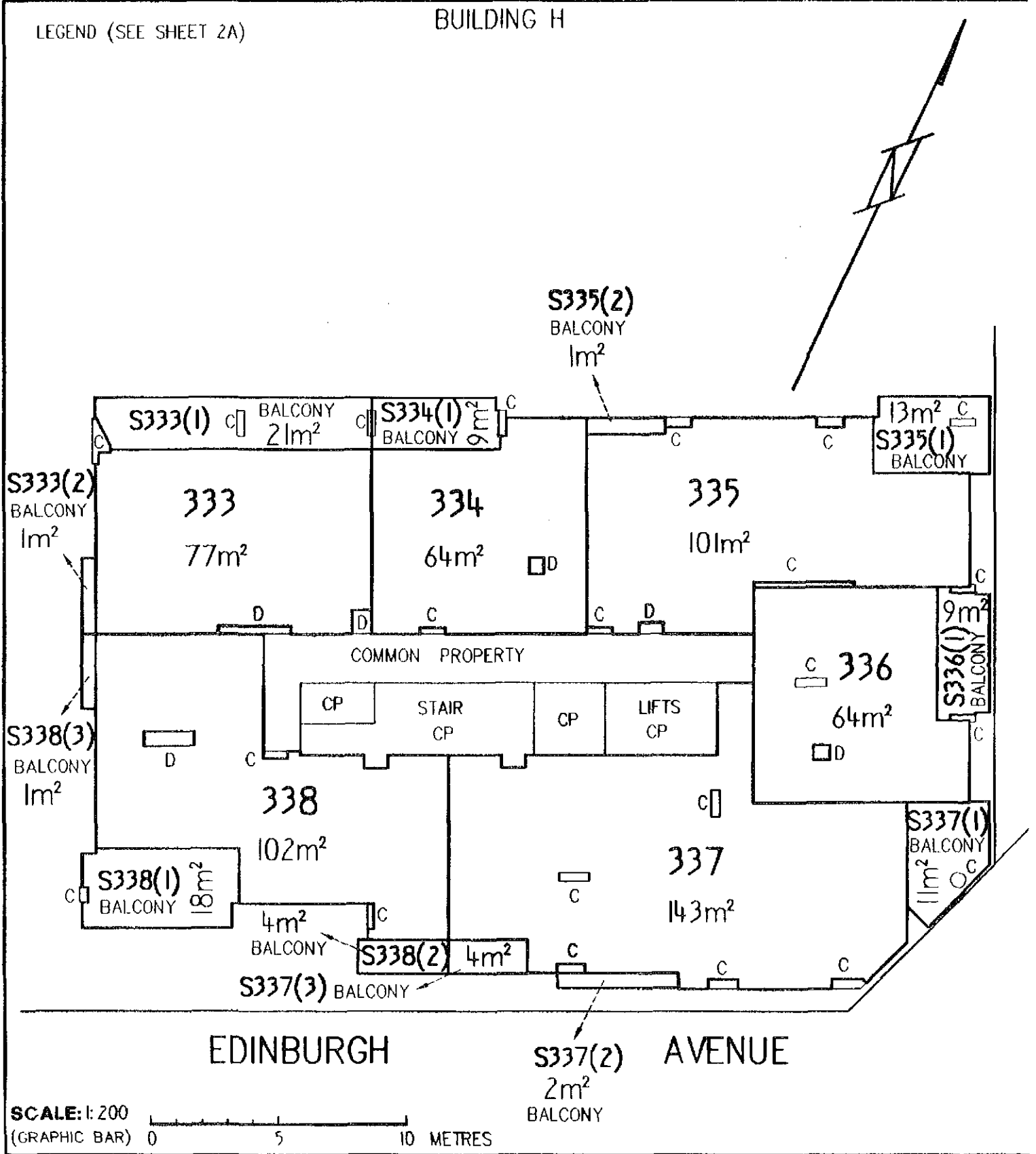
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER **FIFTEENTH** 4. CLASS OF UNITS (A or B)

BUILDING H

LEGEND (SEE SHEET 2A)



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

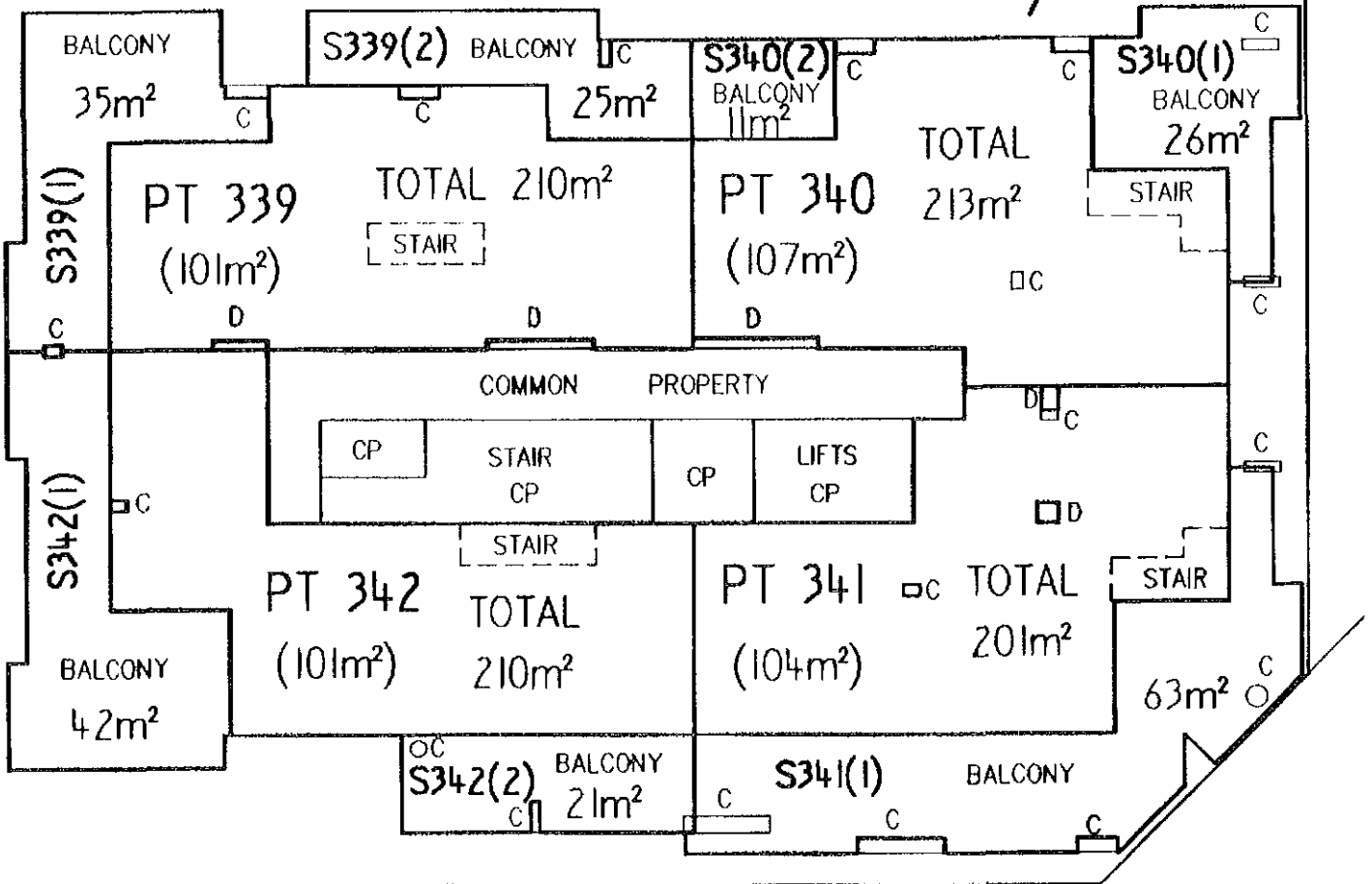
SITE PLAN
 FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SIXTEENTH 4. CLASS OF UNITS (A or B)

LEGEND (SEE SHEET 2A)

BUILDING H



EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

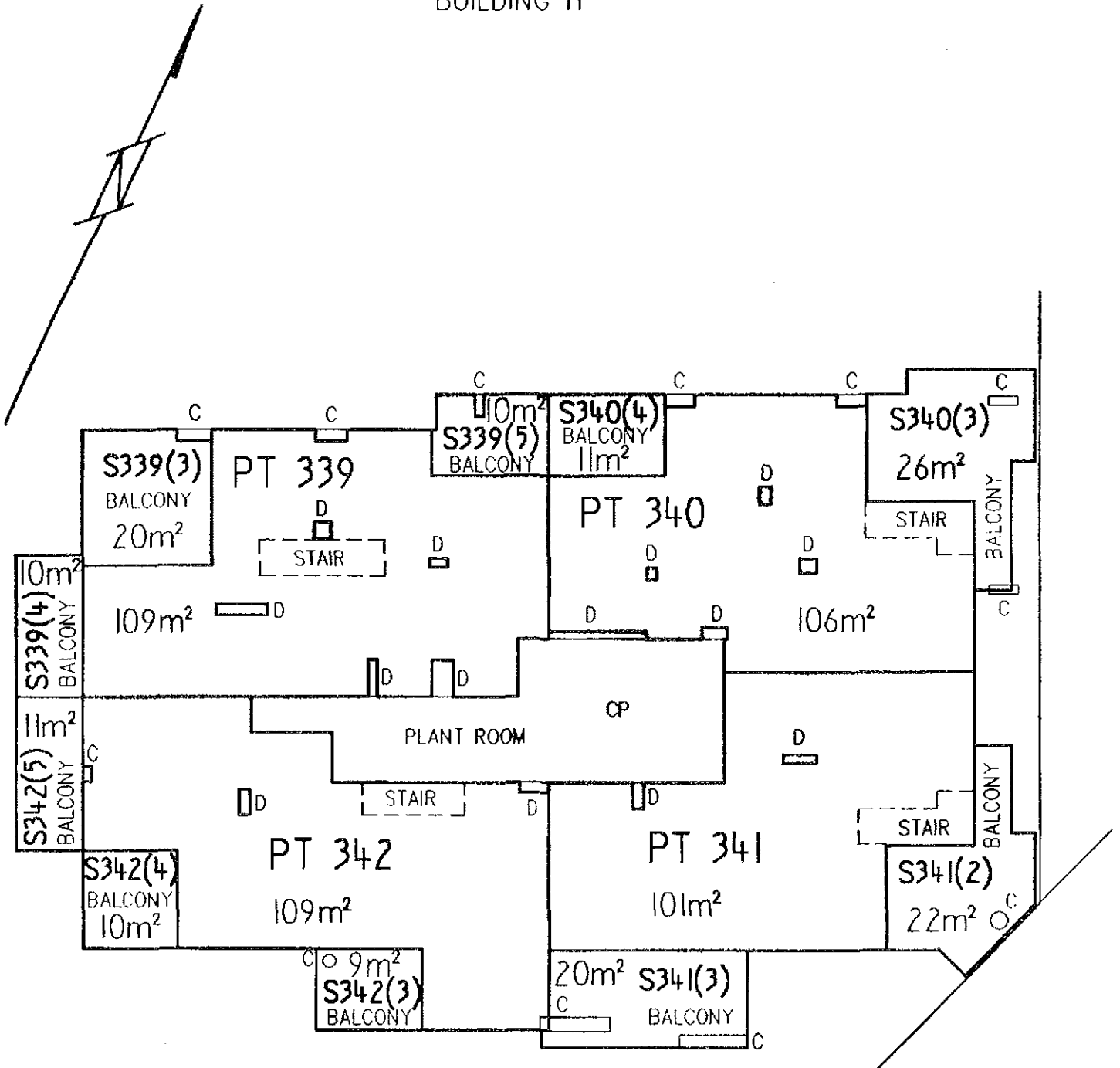
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

CLASS A UNIT
UNIT SUBSIDIA

IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTEENTH 4. CLASS OF UNITS (A or B)

BUILDING H



EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

LEGEND (SEE SHEET 2)

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

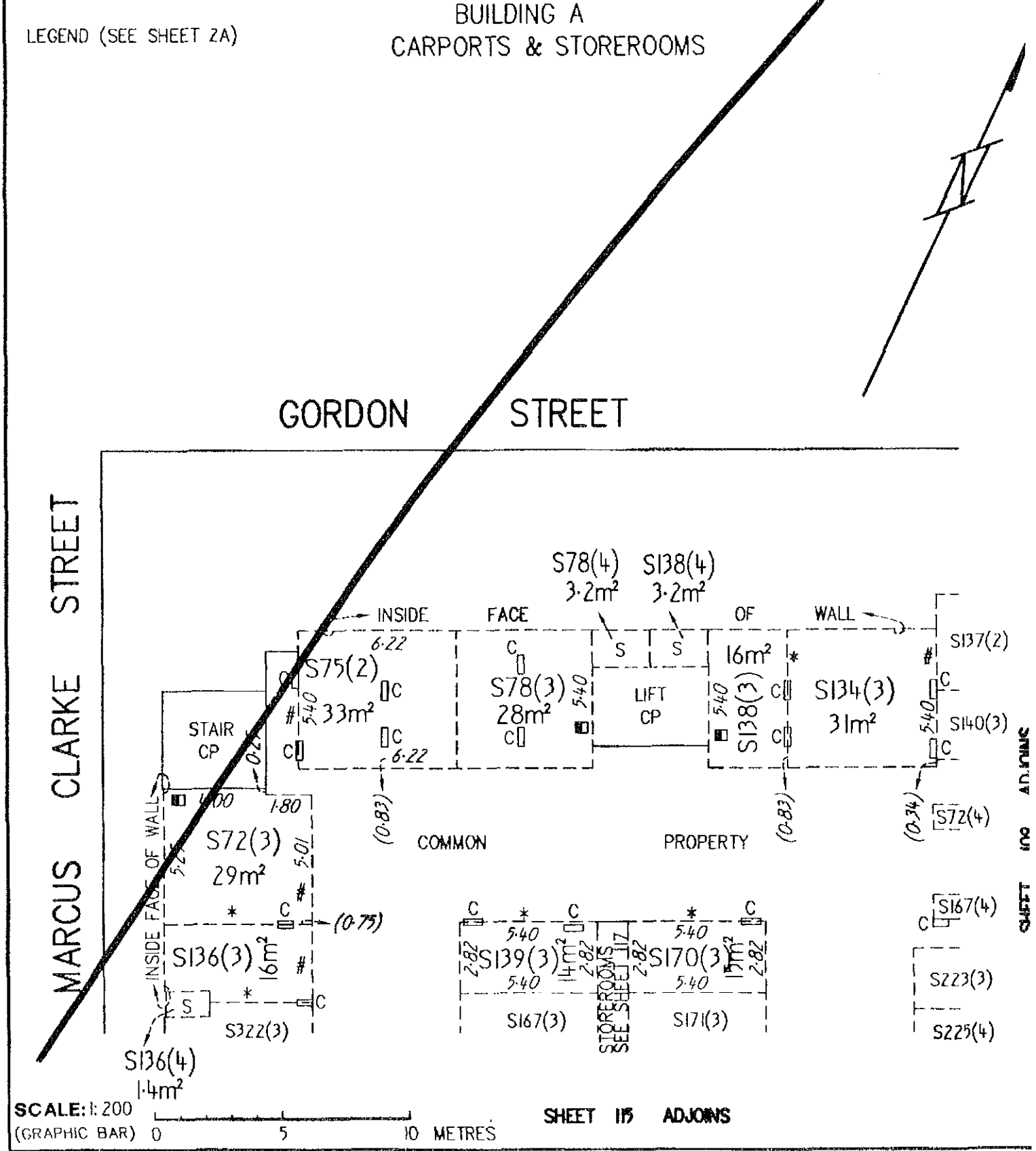
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/20
Replacement Sheets I:

SITE PLAN FLOOR PLAN (tick appropriate box)

(Handwritten initials)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

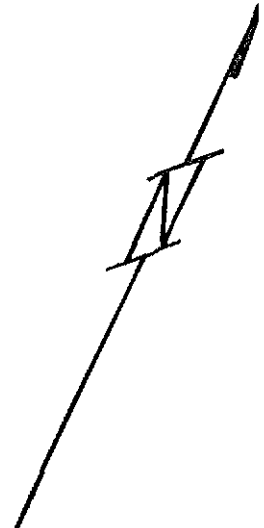
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

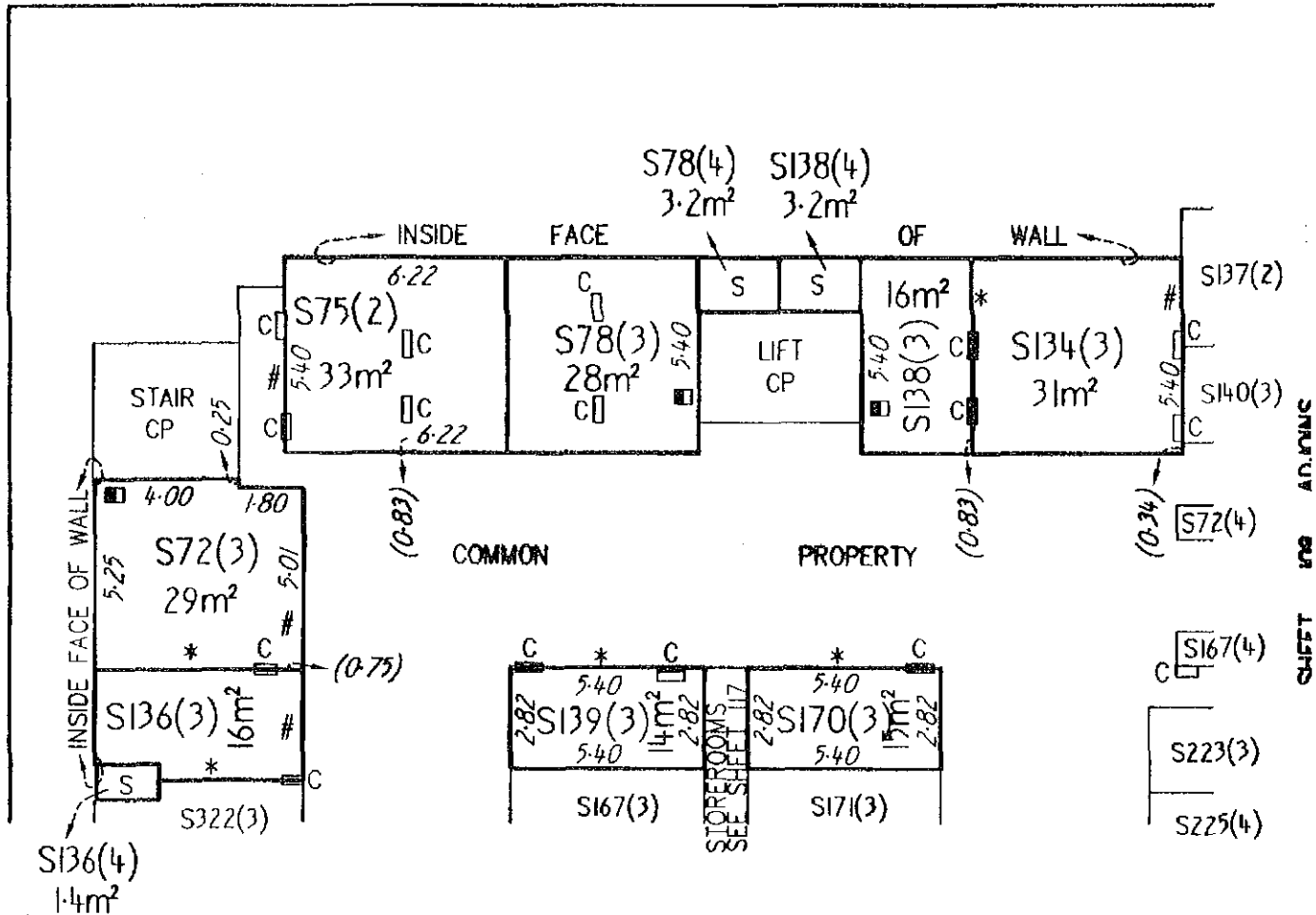
LEGEND (SEE SHEET 2A)

BUILDING A
CARPORTS & STOREROOMS



GORDON STREET

MARCUS CLARKE STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

SHEET 15 ADJOINS

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 008 031 400 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15
Registered 18/7/21
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

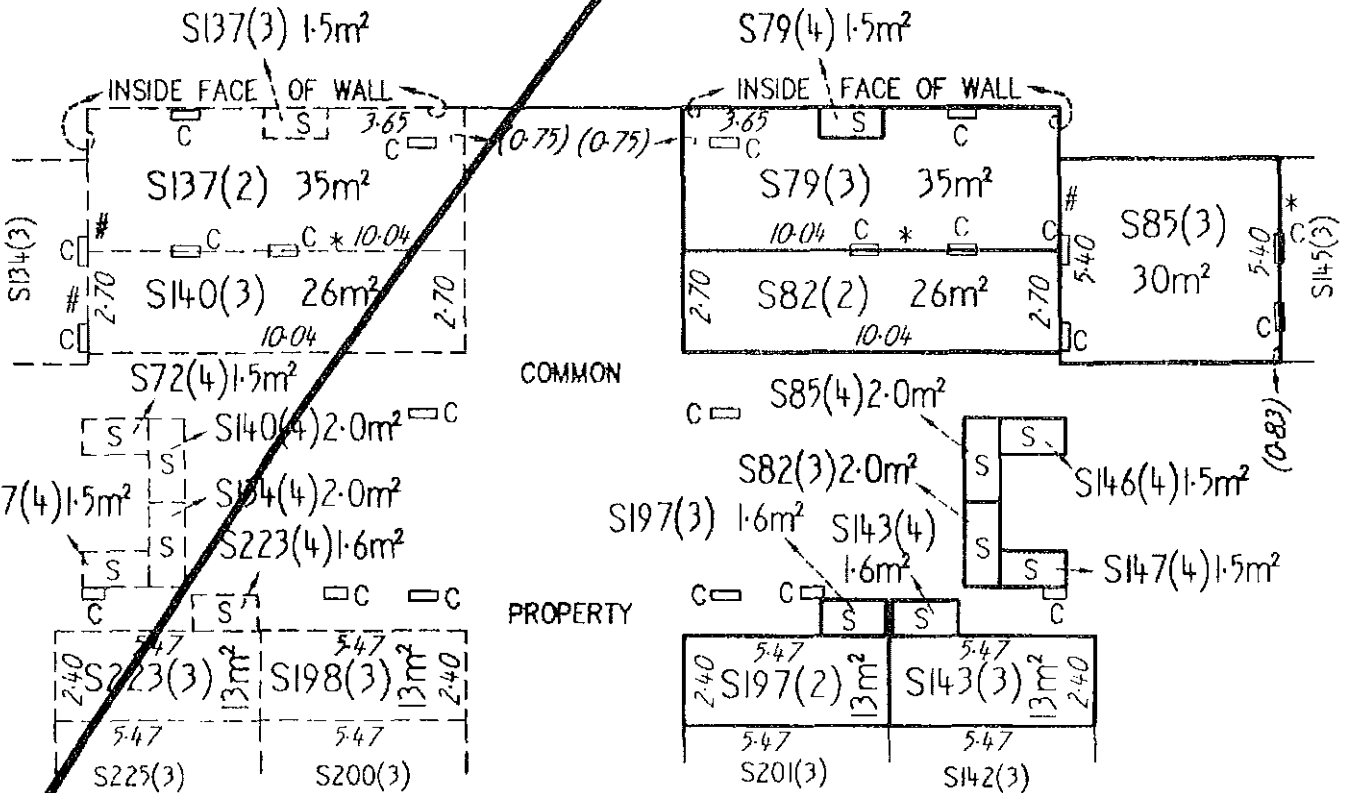
IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2. 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDINGS A & B
CARPORTS & STOREROOMS

GORDON

STREET



SHEET 108 ADJOINS

SHEET 110 ADJOINS

SHEET 116 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

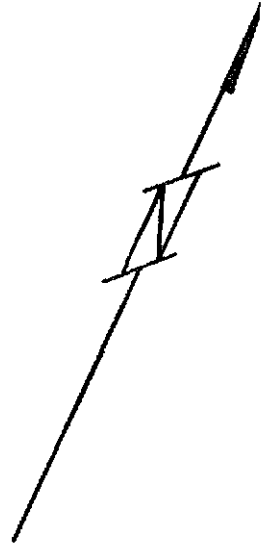
IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDINGS A & B
CARPORTS & STOREROOMS

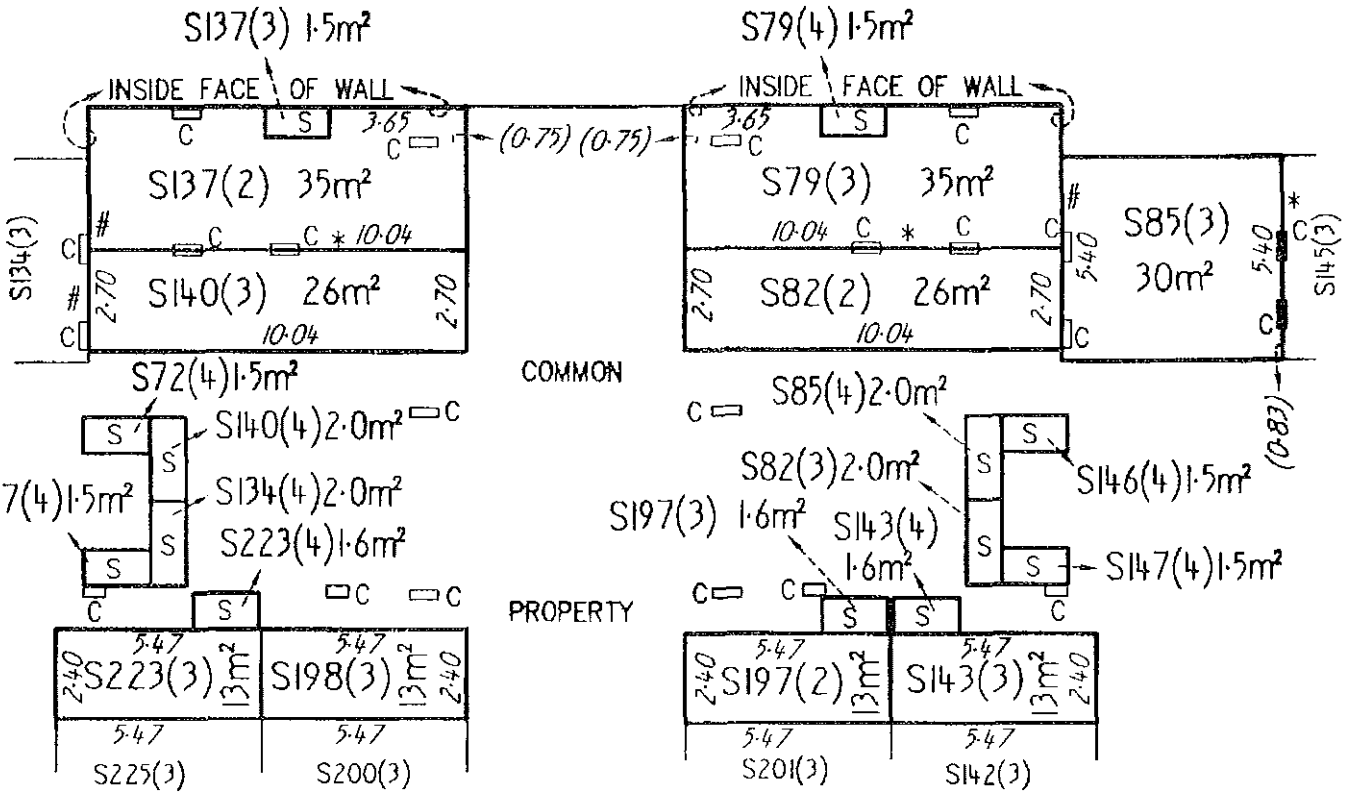
GORDON

STREET



SHEET 108 ADJOINS

SHEET 110 ADJOINS



SHEET 116 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty
111 & 112, 113, 114, 115, 116, 117, 118, 119, 120 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN **FLOOR PLAN** (tick appropriate box)

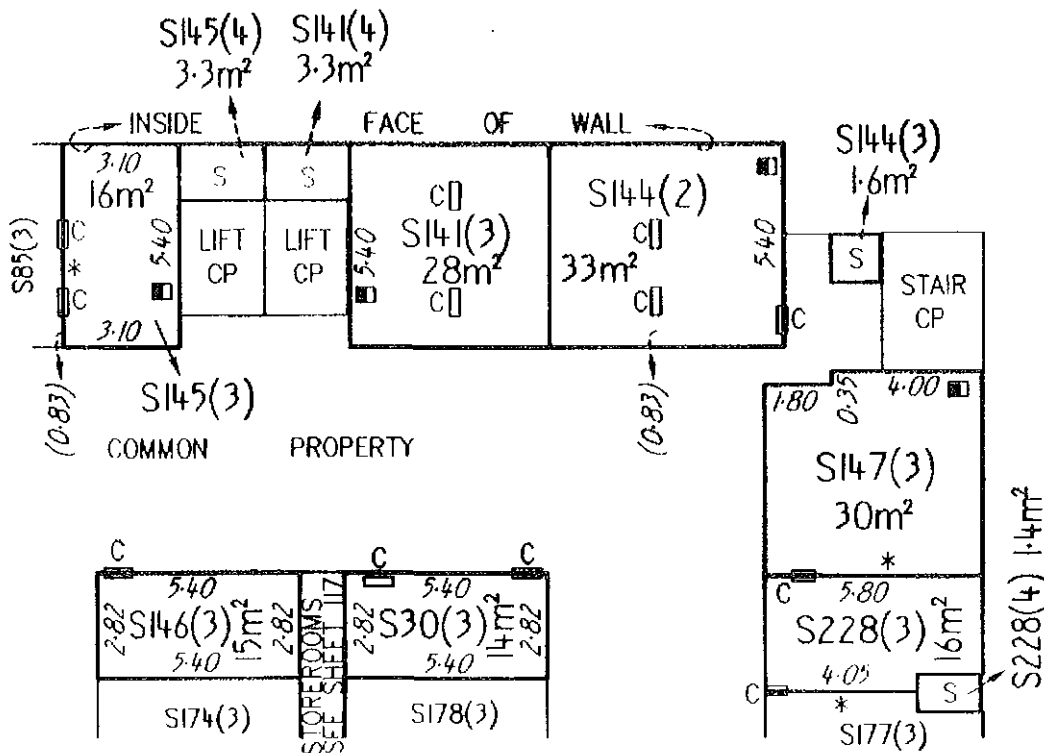
IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 **4. CLASS OF UNITS (A or B)** UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

**BUILDING B
CARPORTS & STOREROOMS**

GORDON STREET

SHEET 109 ADJOINS



SHEET 110 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

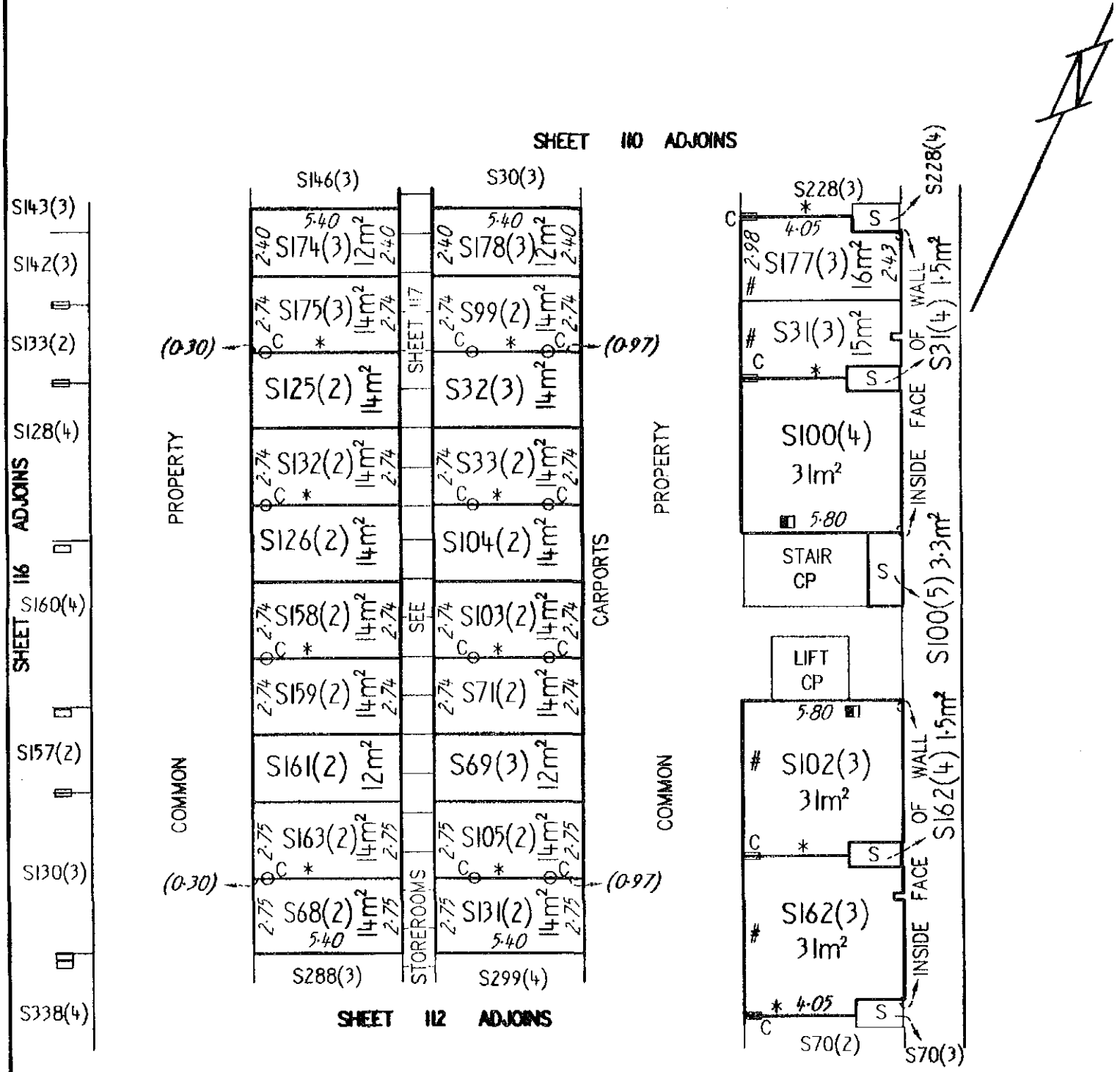
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 **4. CLASS OF UNITS (A or B)** UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

**BUILDING F
CARPORTS & STOREROOMS**



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Ptv

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15
Registered 18/7/21
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)



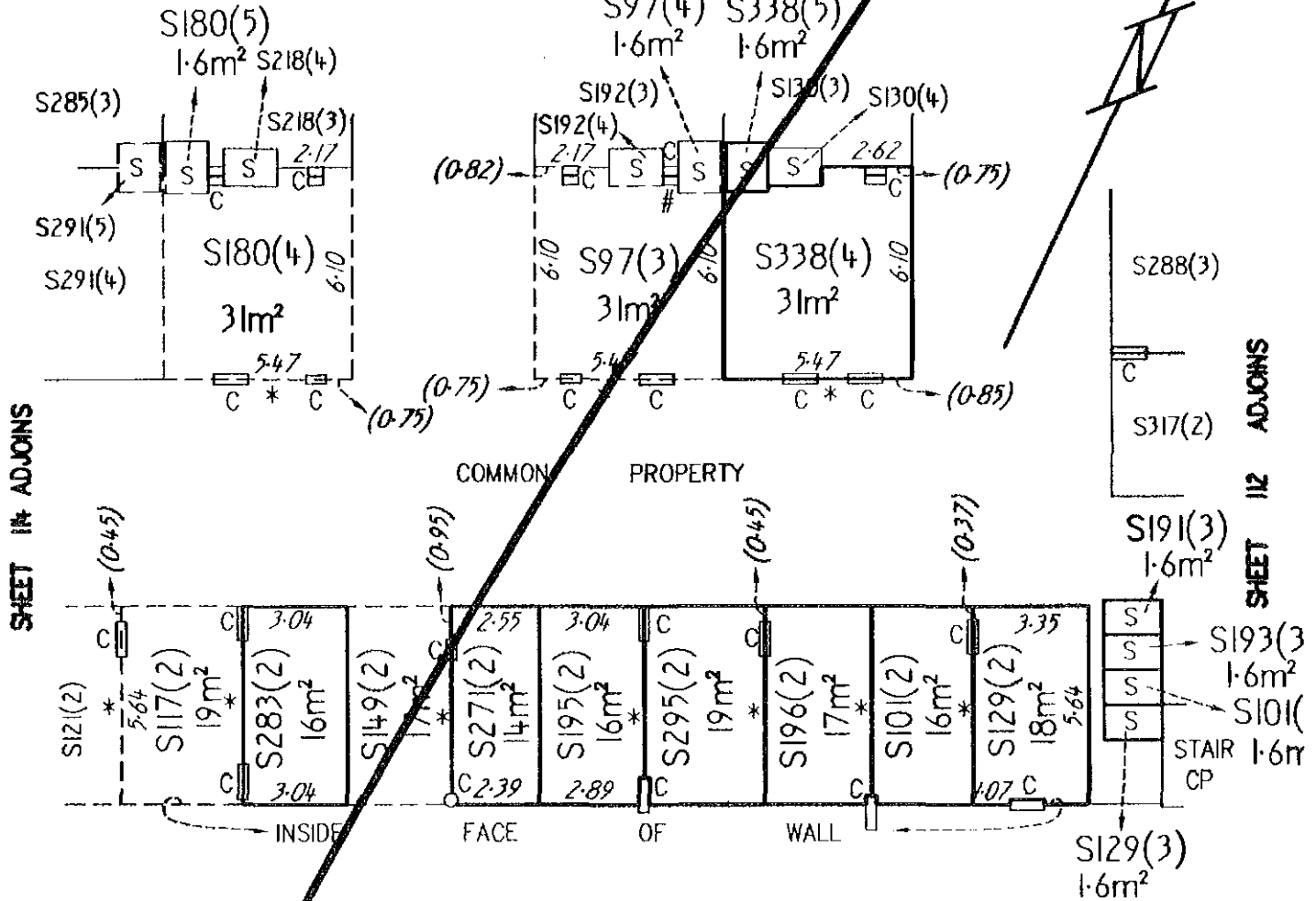
IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2. 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDINGS G & H
CARPORTS & STOREROOMS

SHEET 116 ADJOINS

SHEET 116 ADJOINS



EDINBURGH

AVENUE

SCALE: 1:200

(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

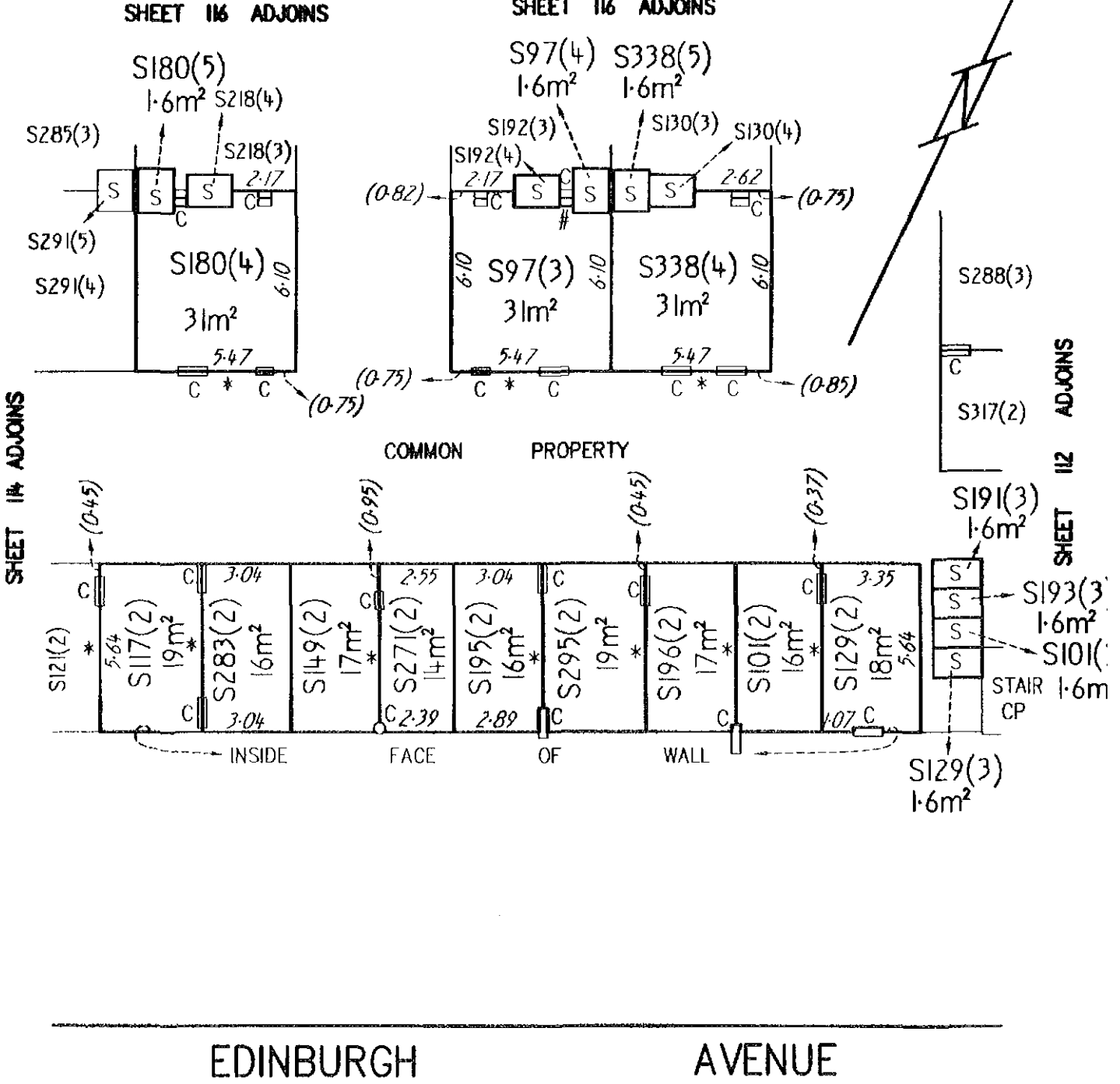
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 2** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDINGS G & H
CARPORTS & STOREROOMS



EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 By
1st ACN 008 001 400 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/201
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

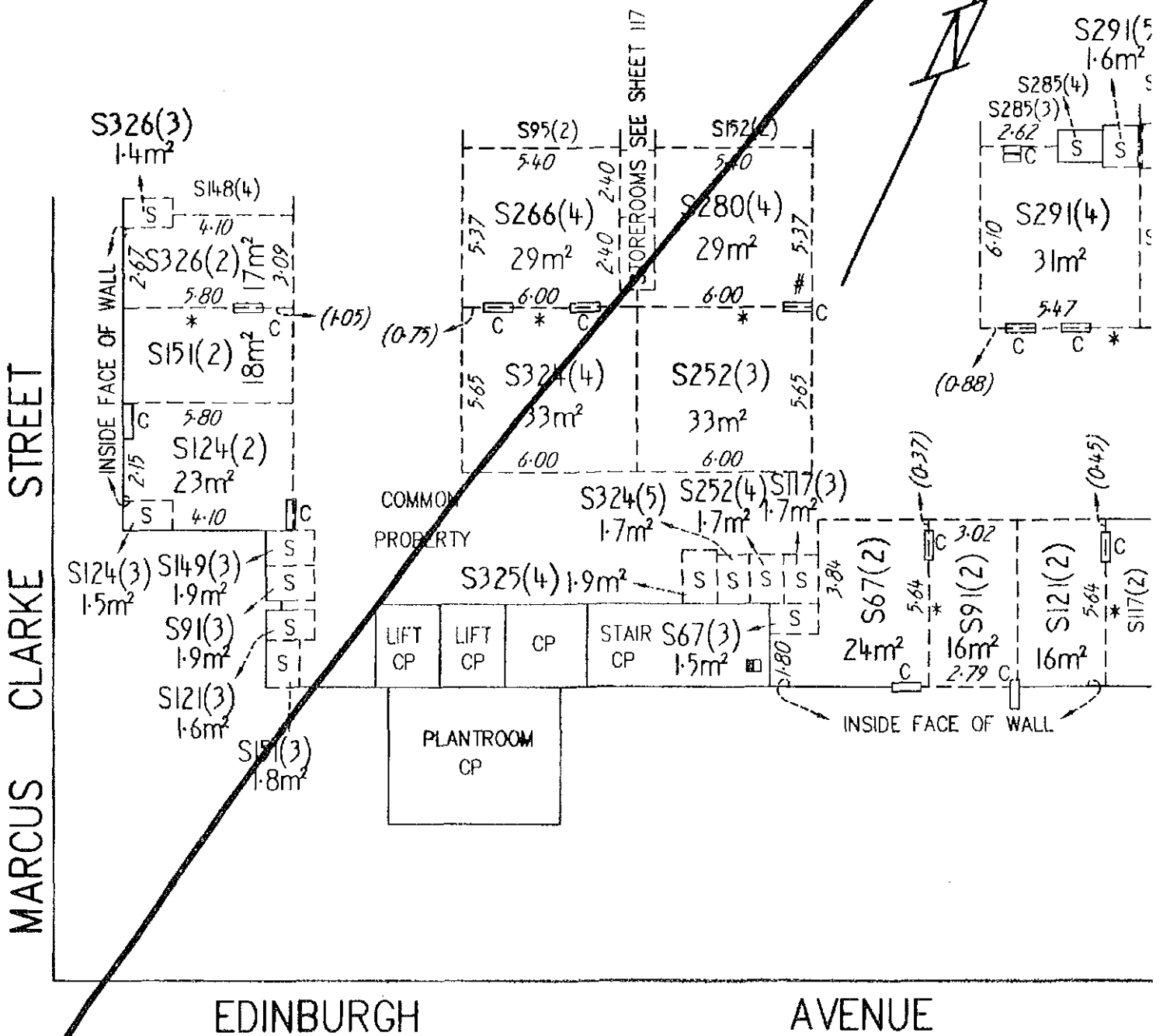


IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 2** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

**BUILDING G
CARPORTS & STOREROOMS**

SHEET 115 ADJOINS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section A Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

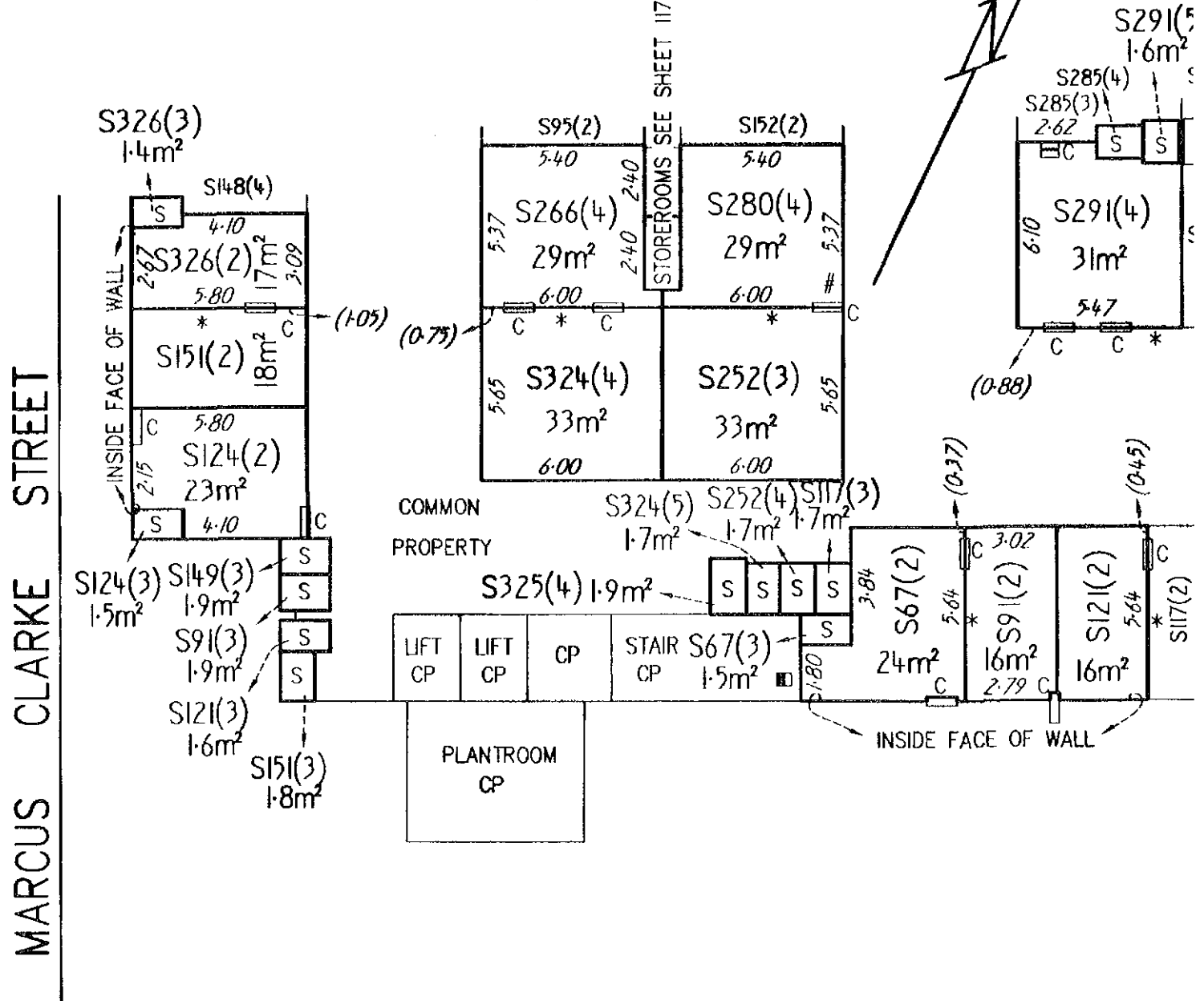
SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 2** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)

SHEET 115 ADJOINS



EDINBURGH

AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACM 008 001 400 in accordance with

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

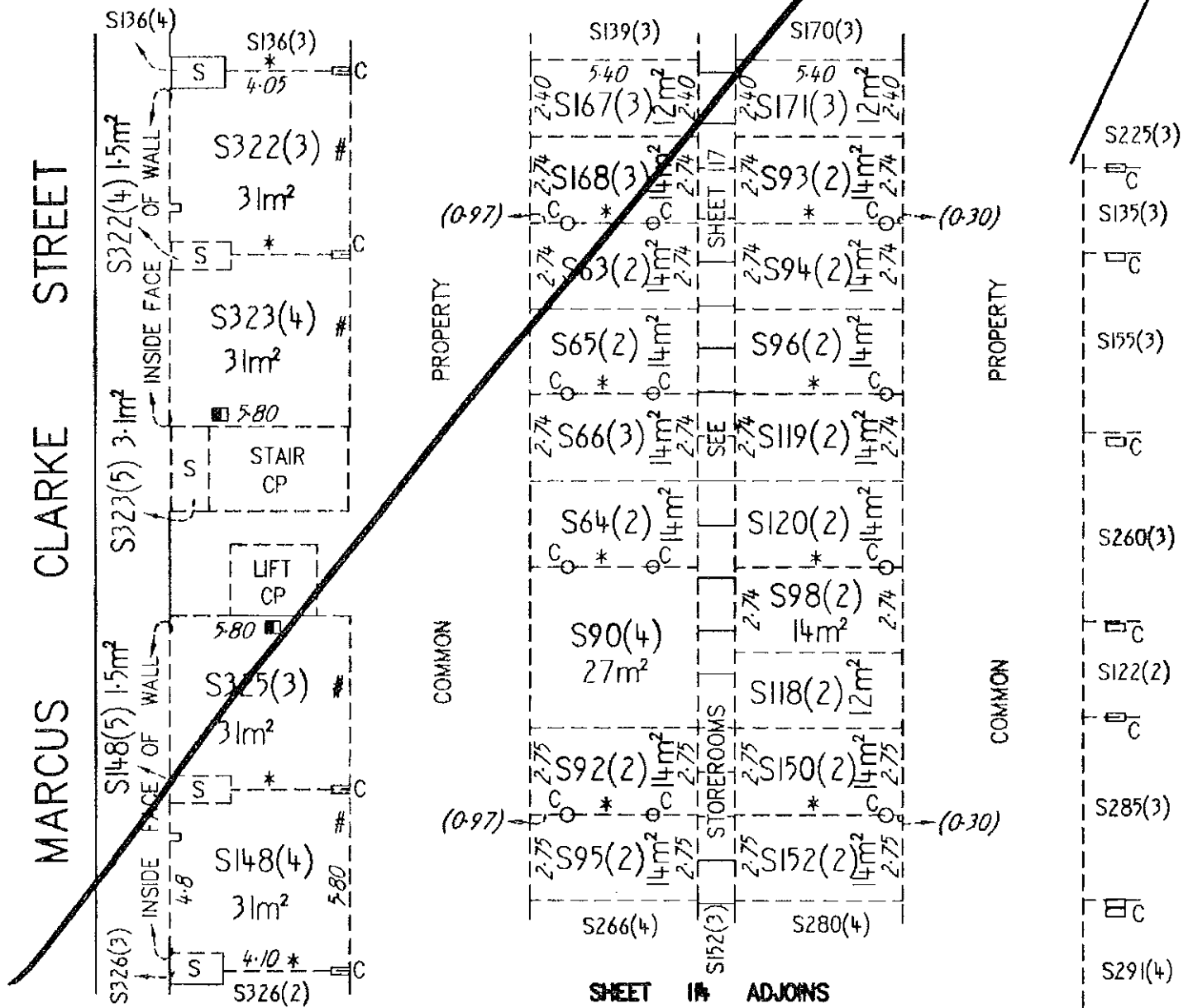
ALUP 1535207 and 1535
Registered 18/7/2007
Replacement Sheets Iss

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A) BUILDING C
CARPORTS & STOREROOMS

SHEET 108 ADJOINS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

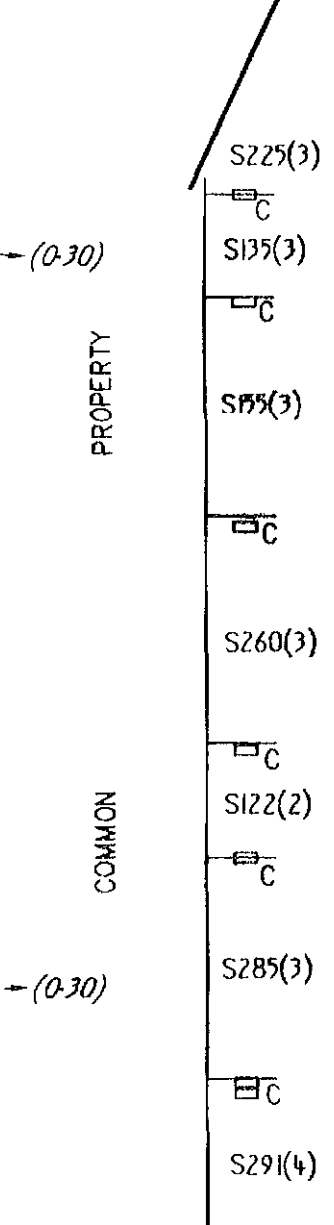
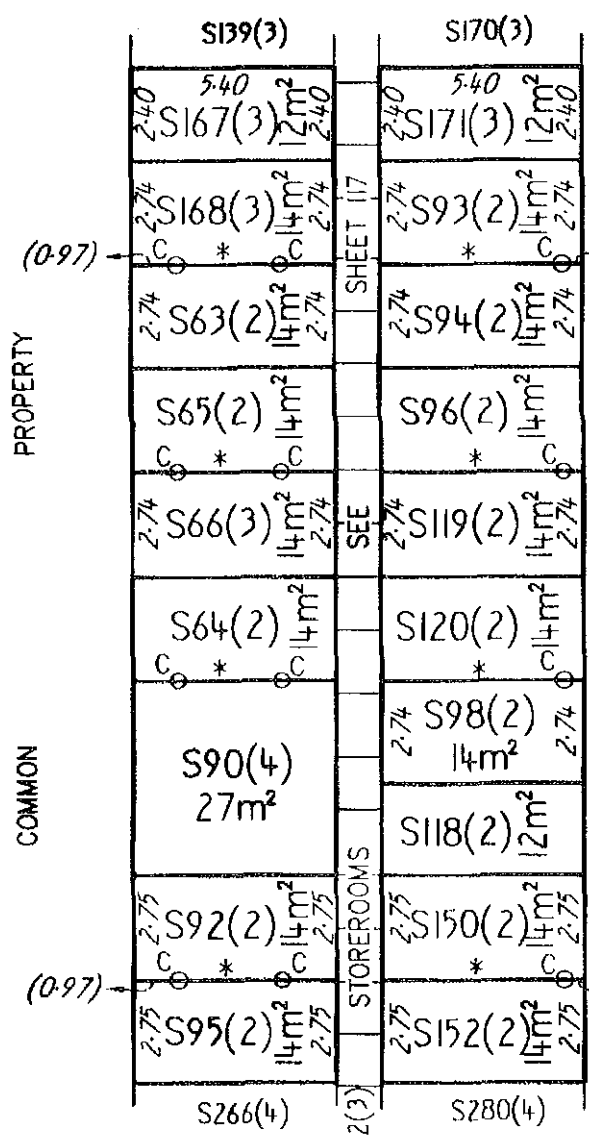
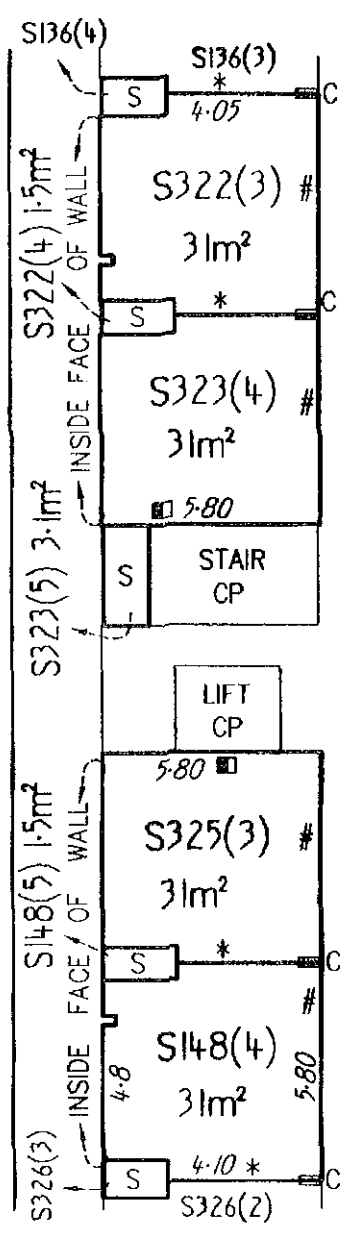
IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 2** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDING C
CARPORTS & STOREROOMS

SHEET 108 ADJOINS

MARCUS STREET
CLARKE STREET



SHEET 109 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 400 in accordance with

UNITS PLAN No 3063

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

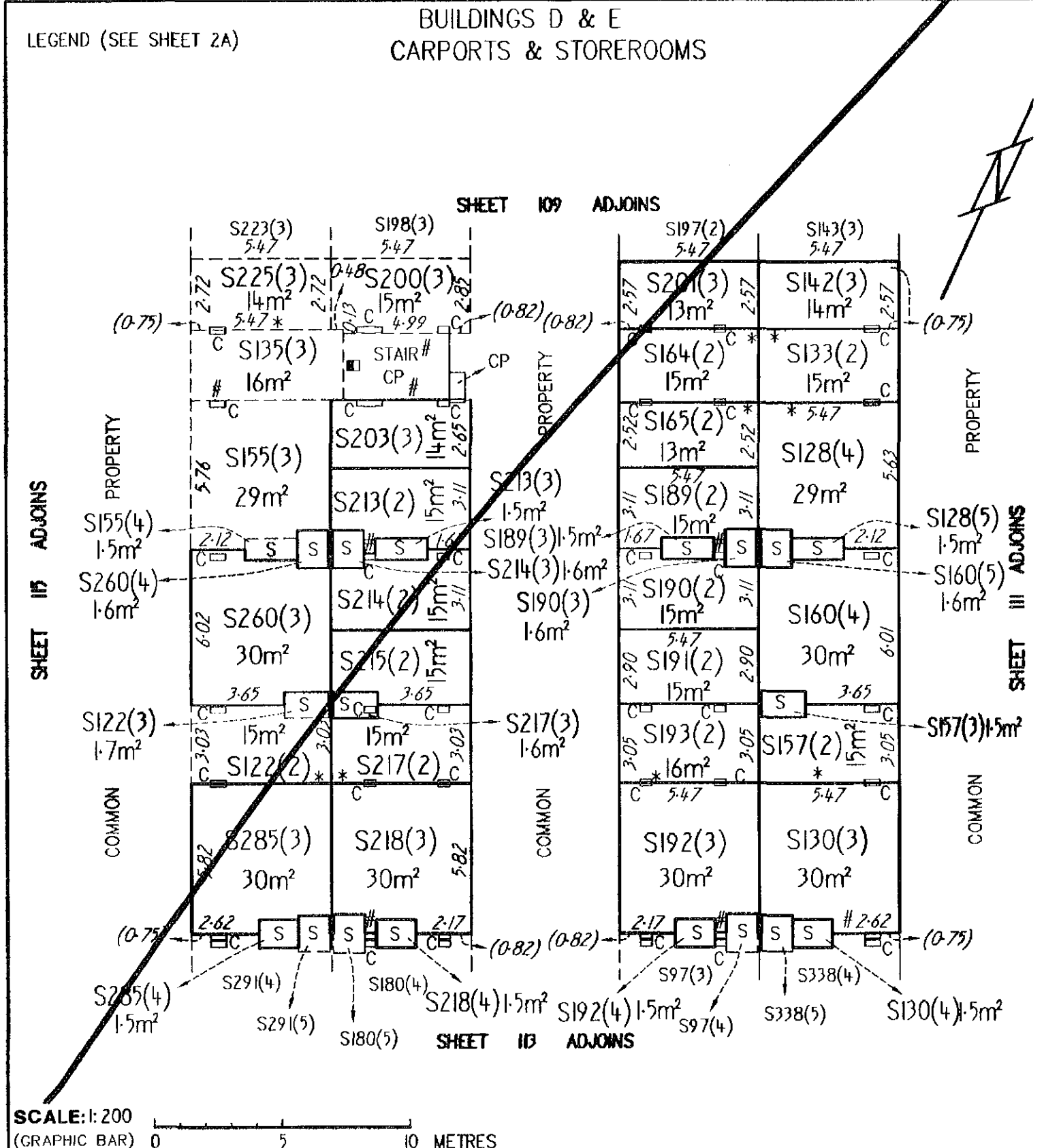
ALUP 1535207 and 1535
Registered 18/7/2007
Replacement Sheets Iss

SITE PLAN
 FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

BUILDINGS D & E
CARPORTS & STOREROOMS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

LEGEND (SEE SHEET 2A)

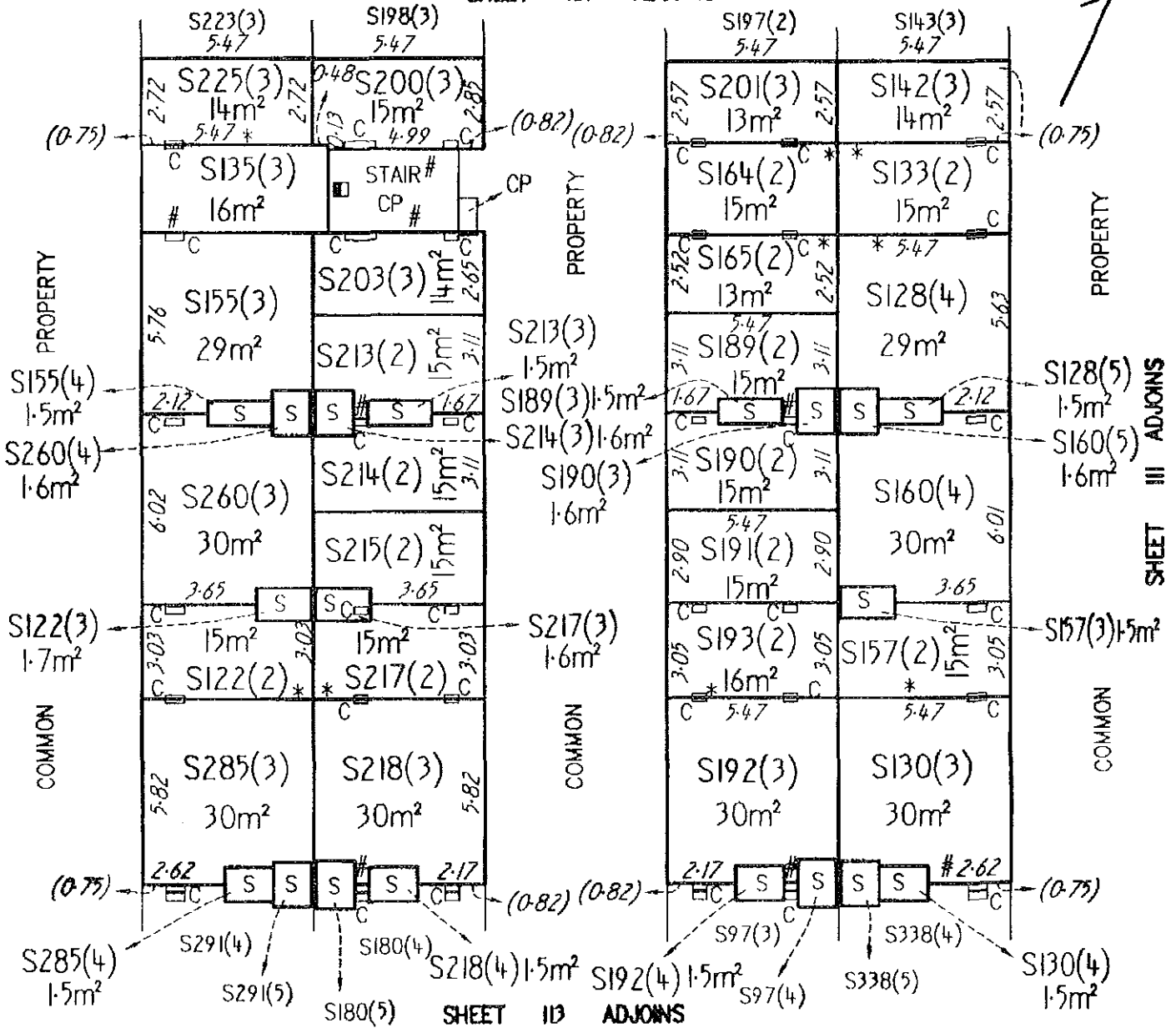
BUILDINGS D & E
CARPORTS & STOREROOMS

SHEET 109 ADJOINS



SHEET 108 ADJOINS

SHEET 110 ADJOINS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty
1 of ACN 098 001 400 in accordance with

LAND

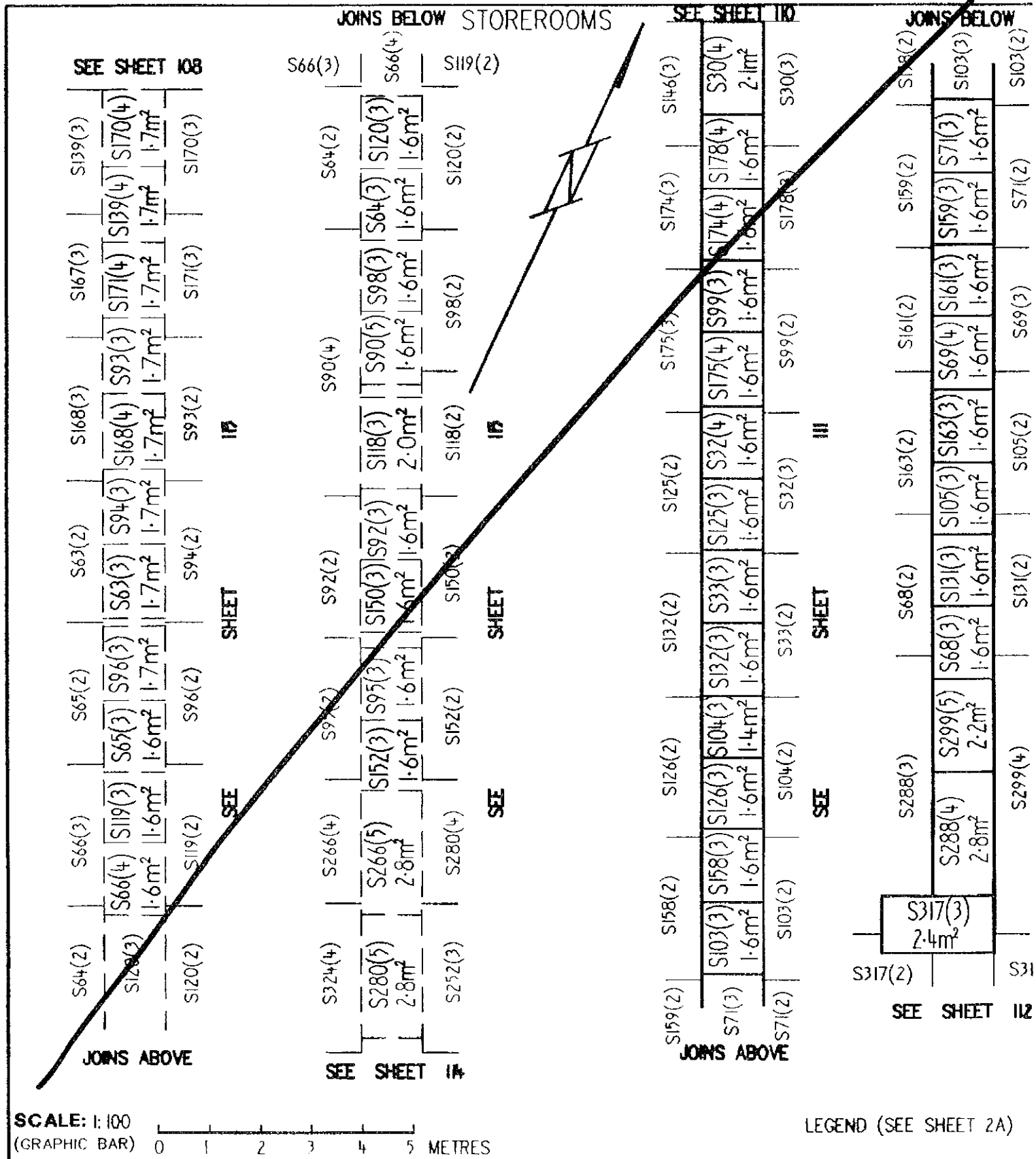
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 153
Registered 18/7/201
Replacement Sheets Is

SITE PLAN FLOOR PLAN (tick appropriate box)

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IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION

Signed for and on behalf of Section 8 Pty

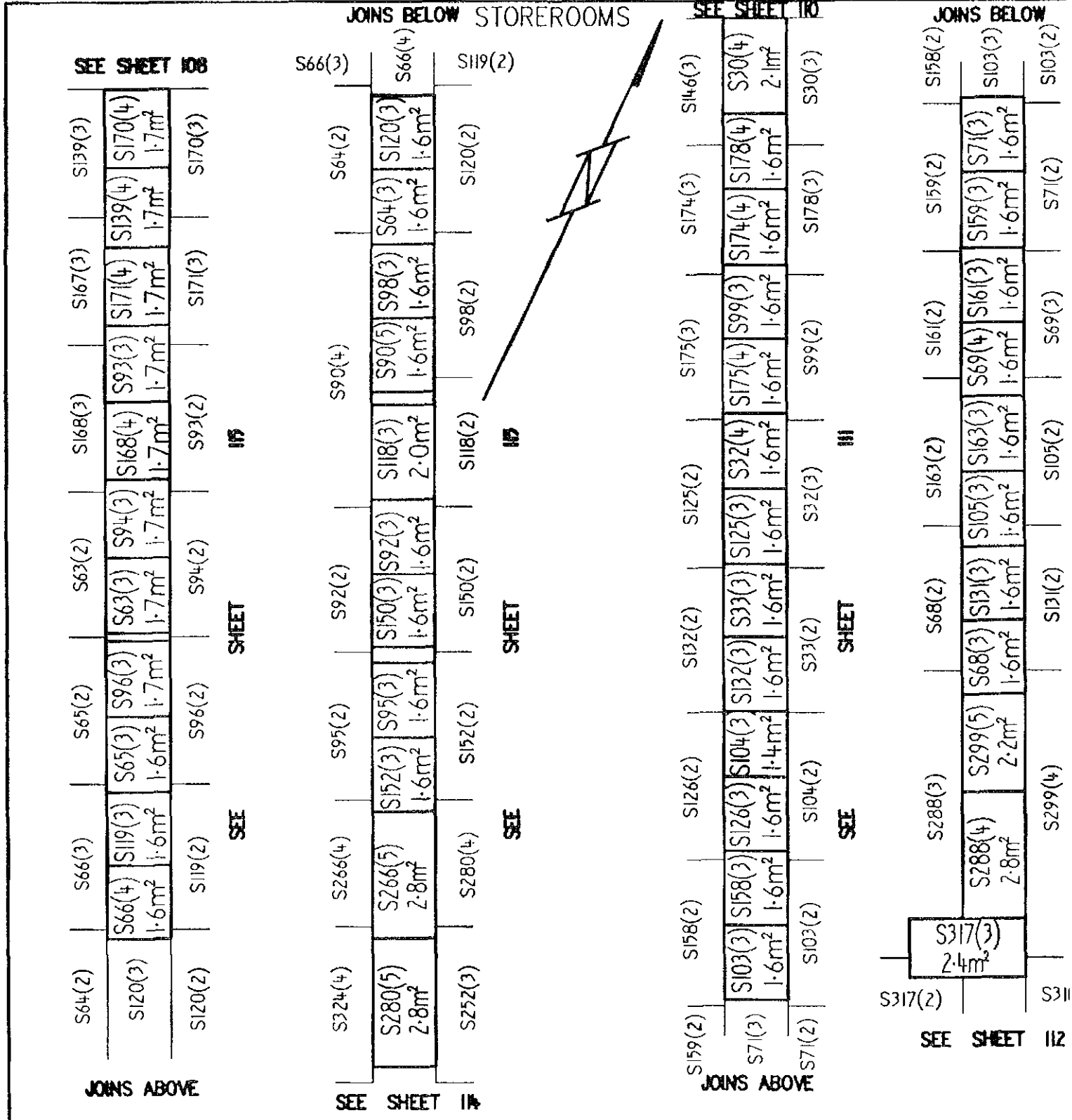
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LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN **FLOOR PLAN** (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 **4. CLASS OF UNITS (A or B)** UNIT SUBSIDIA



SCALE: 1:100
 (GRAPHIC BAR) 0 1 2 3 4 5 METRES

LEGEND (SEE SHEET 2A)

EXECUTION

Signed for and on behalf of Section 8 Pty Ltd ACN 098 001 499 in accordance with:

UNITS PLAN NO 200

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1!
Registered 18/7/2
Replacement Sheets

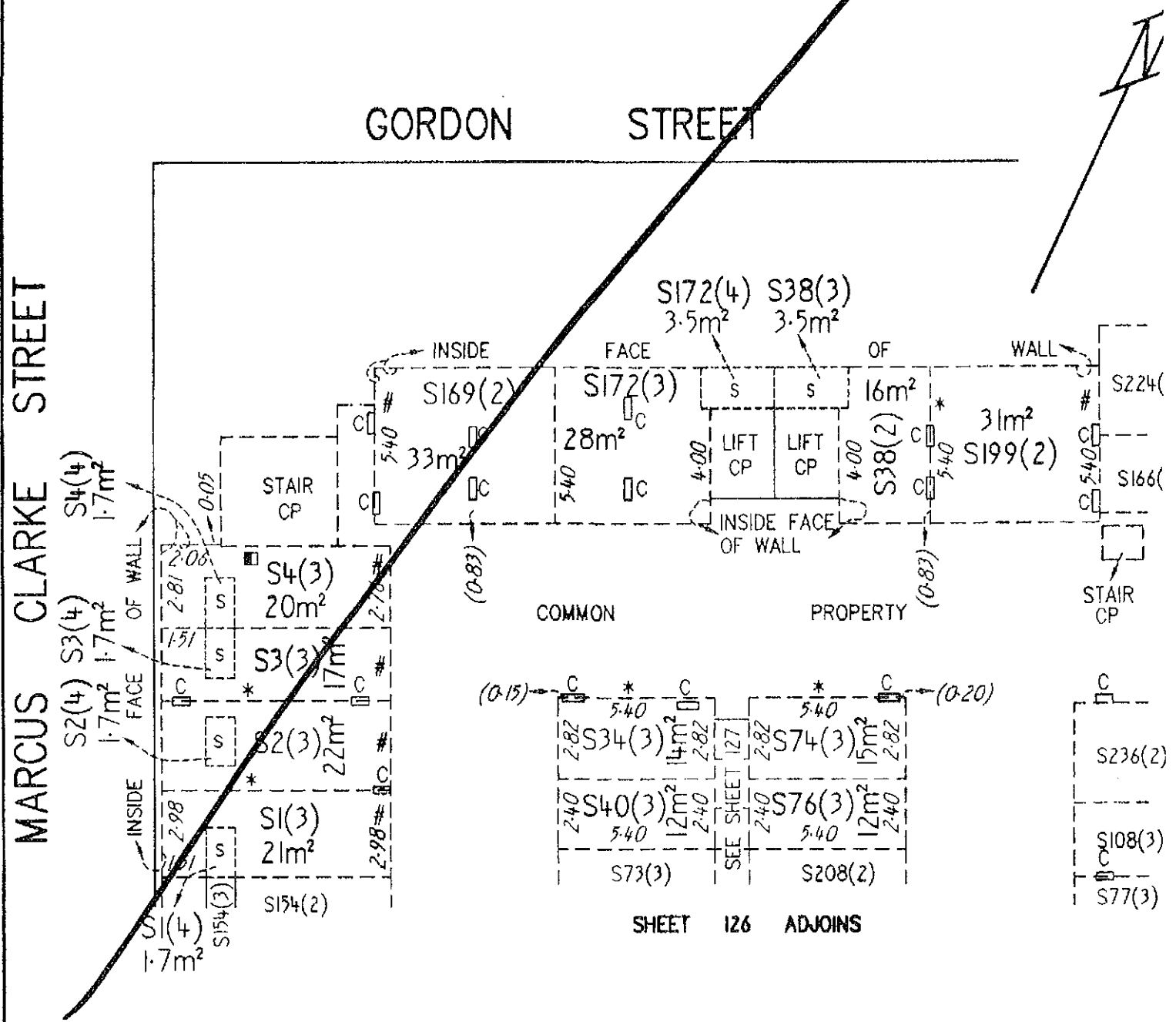
SITE PLAN FLOOR PLAN (tick appropriate box)

M

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 1** 4. CLASS OF UNITS (A or B) UNIT SUBS

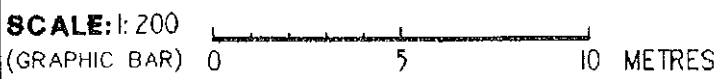
BUILDING A
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)



COMMON PROPERTY

SEE SHEET 127



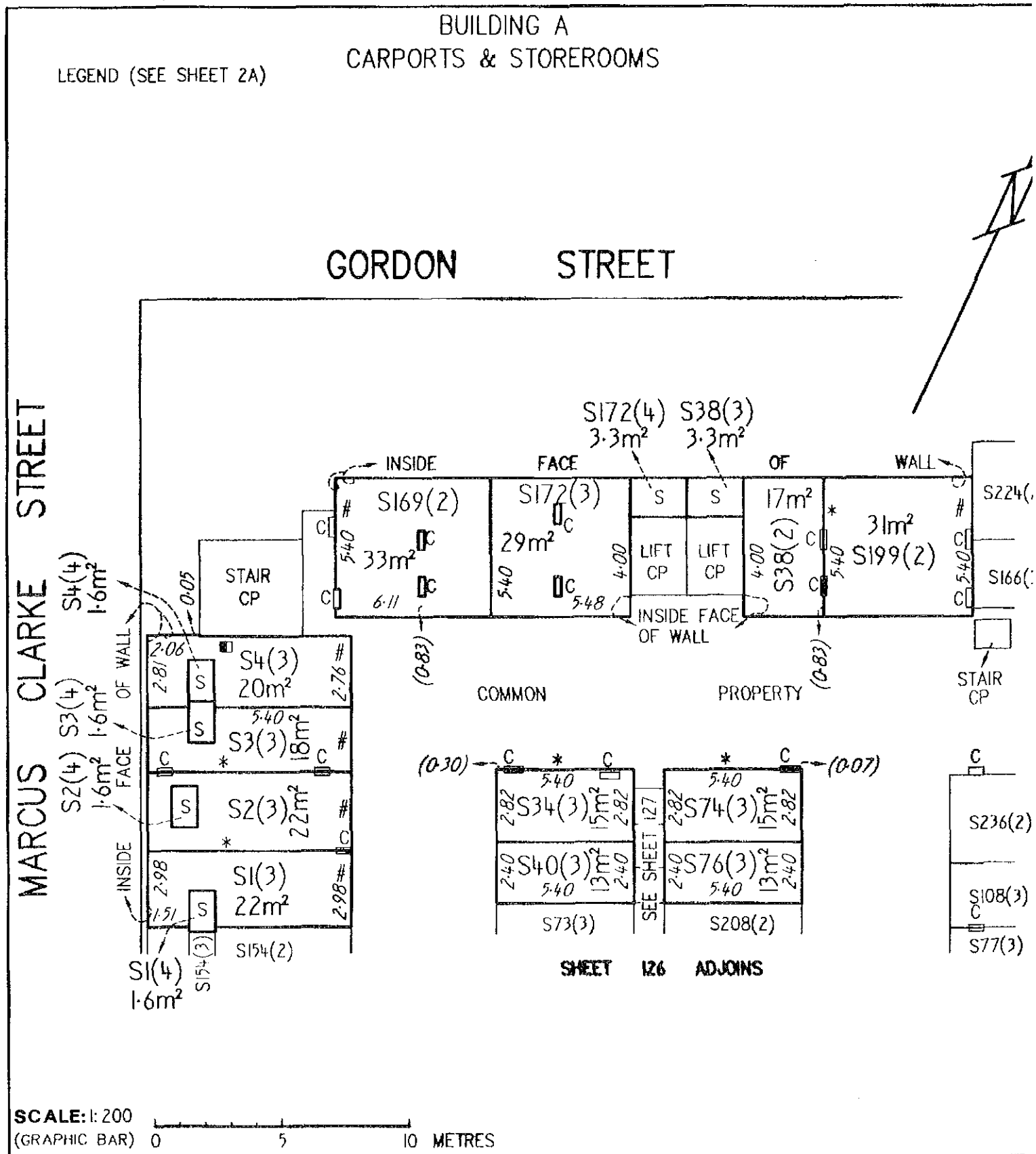
EXECUTION

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIAL



EXECUTION

Signed for and on behalf of Section 8 Pty. Ltd. ACN 098 094 100

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15
Registered 18/7/2
Replacement Sheets



SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 1** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDINGS A & B
CARPORT & STOREROOMS

LEGEND (SEE SHEET 2A)

GORDON STREET

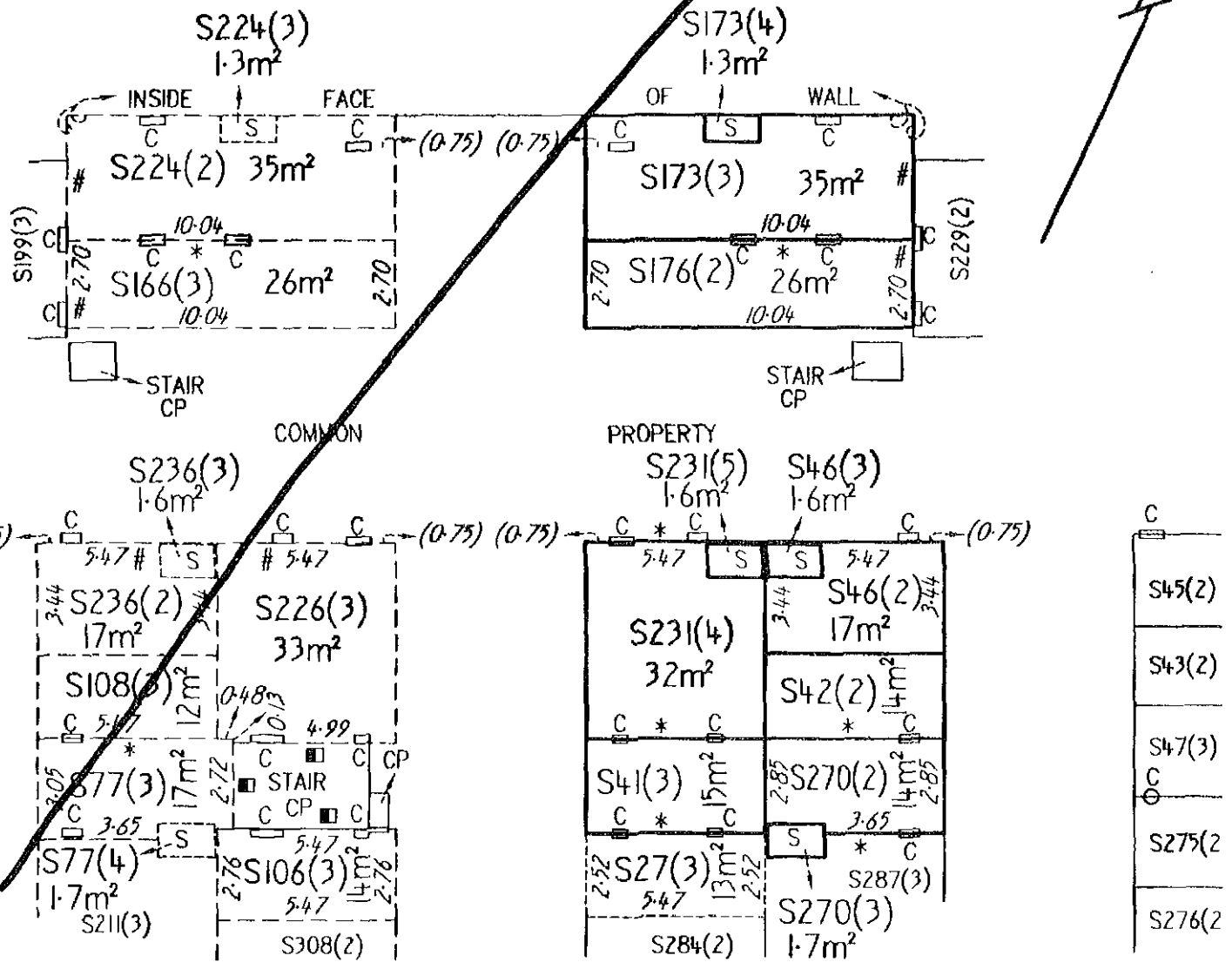
SHEET 118 ADJOINS

SHEET 125 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with



LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

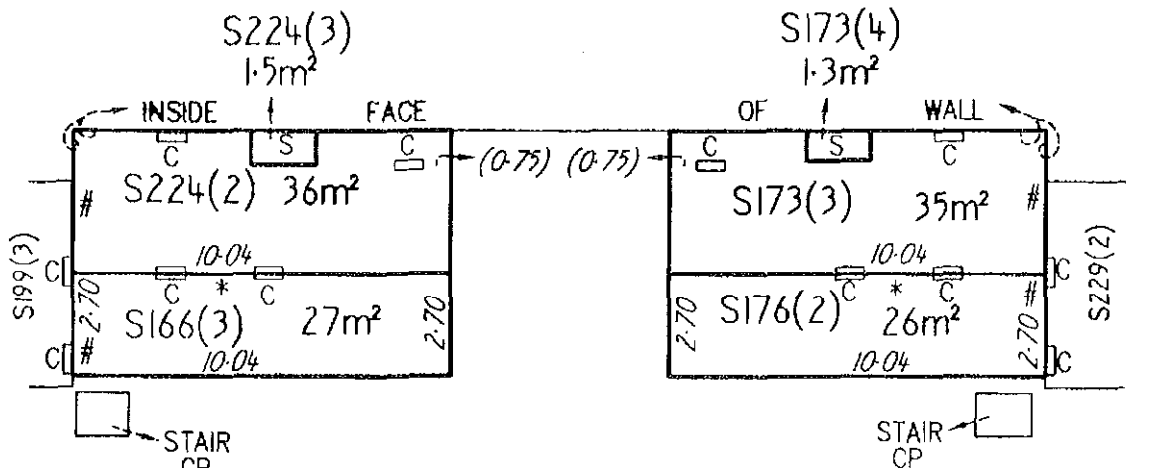
SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIAL

BUILDINGS A & B
CARPORT & STOREROOMS

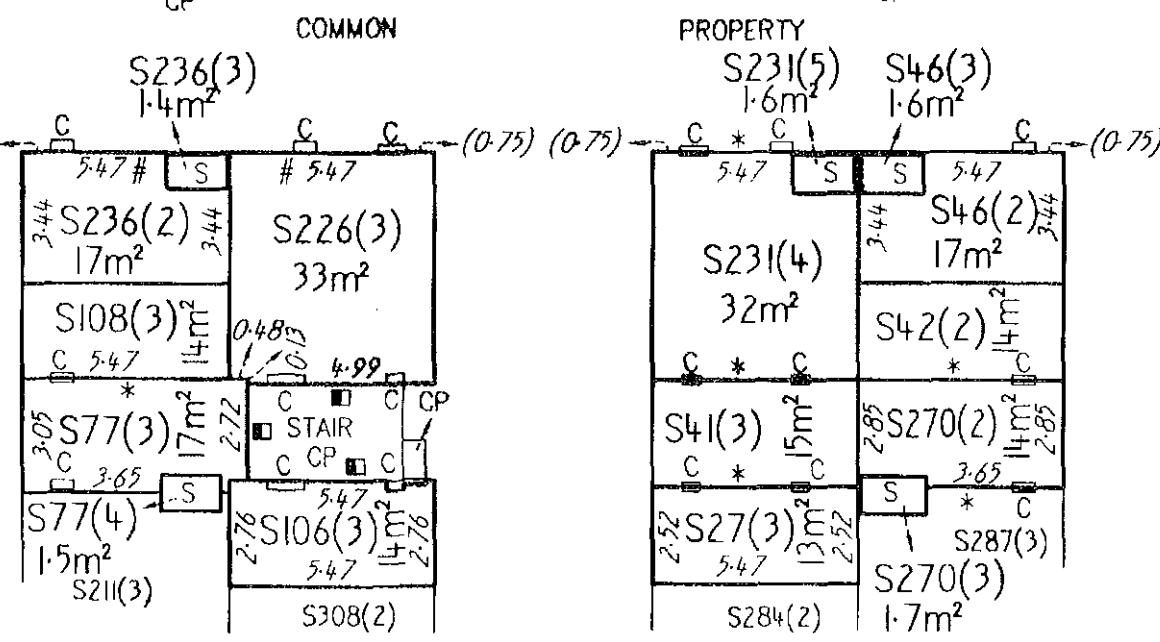
LEGEND (SEE SHEET 2A)

GORDON STREET



SHEET 118 ADJOINS

SHEET 125 ADJOINS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

SHEET 125 ADJOINS

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

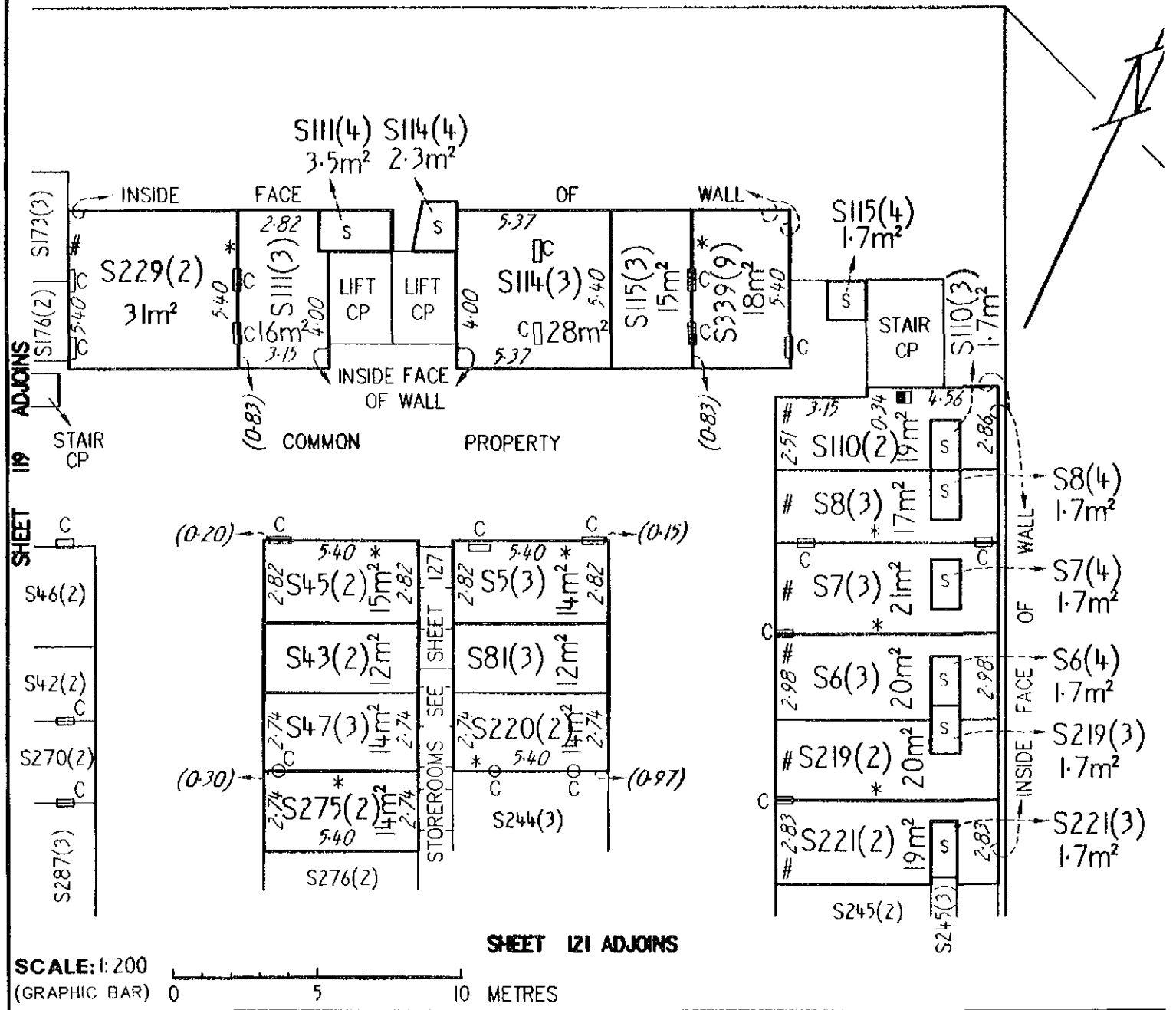
SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 1** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING B
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)

GORDON STREET



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

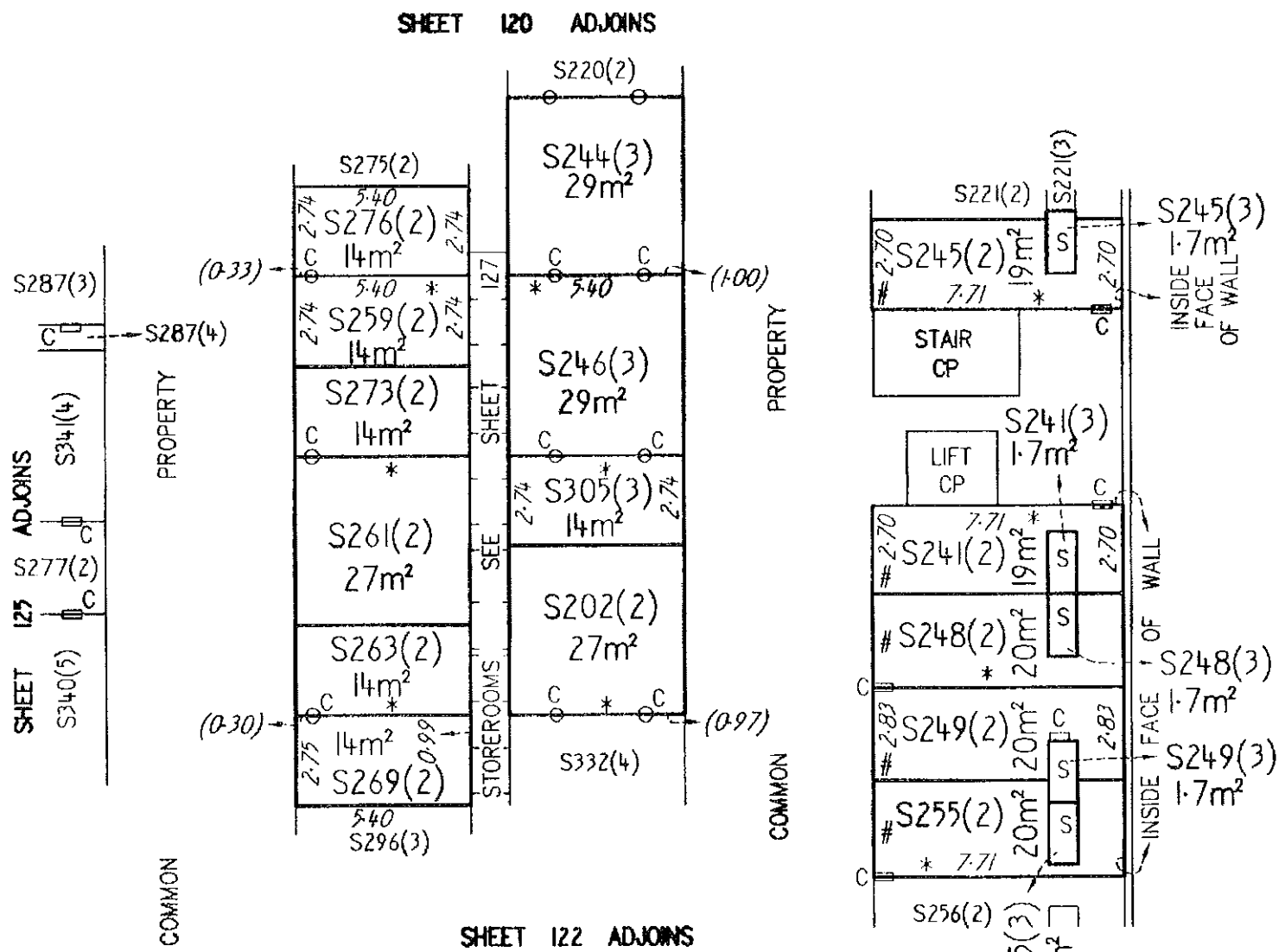
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIAF

BUILDING F
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty
Ltd ACN 098 001 400 in accordance with

ND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN



FLOOR PLAN

(tick appropriate box)

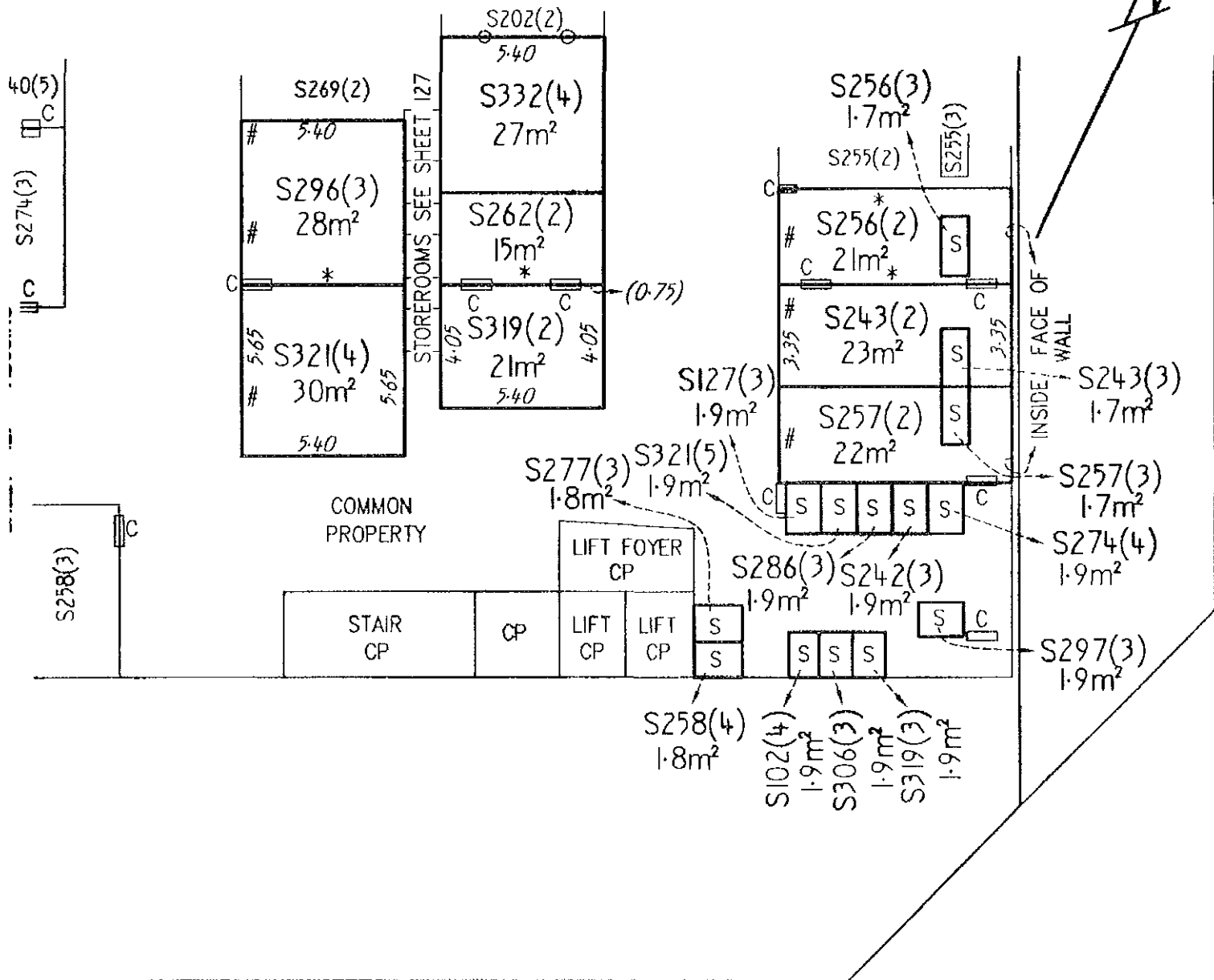
FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES

BUILDING H

CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)

SHEET 121 ADJOINS



EDINBURGH

AVENUE

SCALE: 1:200

GRAPHIC BAR 0 5 10 METRES

EDUCATION

igned for and on behalf of Section 6 Pty
d ACN 098 001 409 in accordance with

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DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15352
Registered 18/7/2007
Replacement Sheets Issu

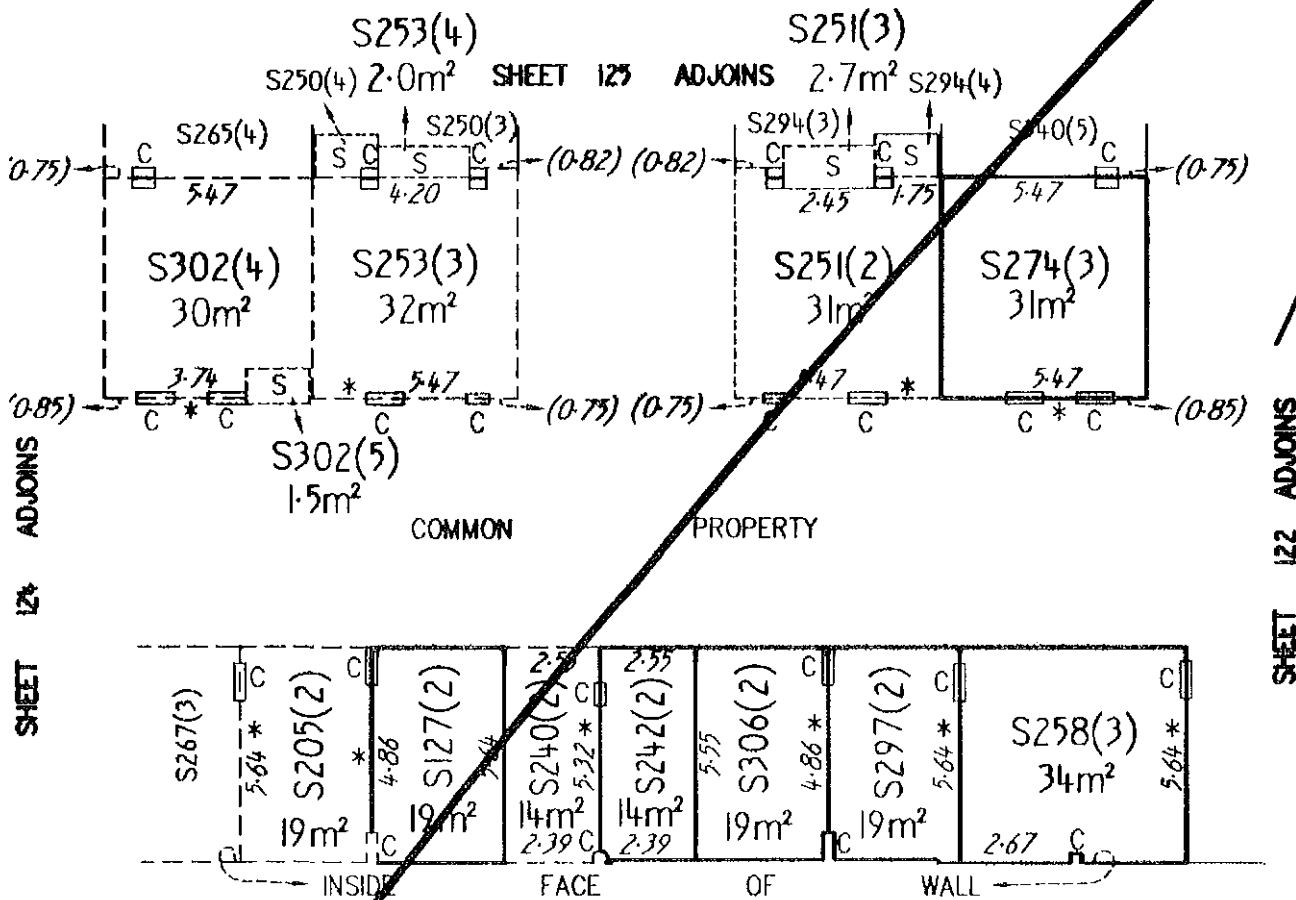
SITE PLAN FLOOR PLAN (tick appropriate box)

AM

FLOOR PLAN, STATE FLOOR NUMBER BASEMENT I. 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARY

BUILDINGS G & H
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)



EDINBURGH AVENUE

SCALE: 1:200
GRAPHIC BAR 0 5 10 METRES

SECTION

igned for and on behalf of Section 6 Pty

D.

LAND

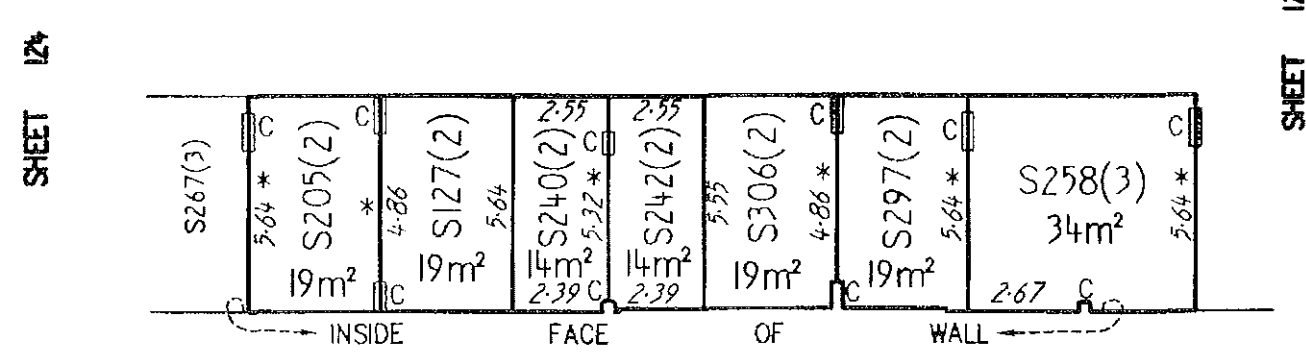
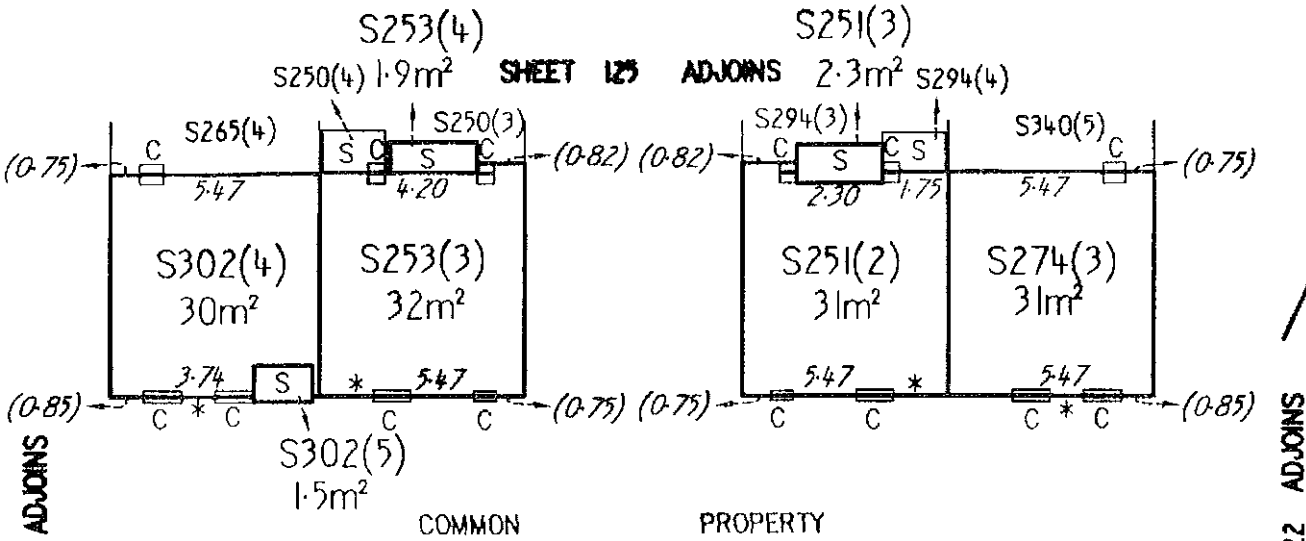
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

**BUILDINGS G & H
CARPORTS & STOREROOMS**

LEGEND (SEE SHEET 2A)



EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

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LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1
Registered 18/7/2
Replacement Sheets

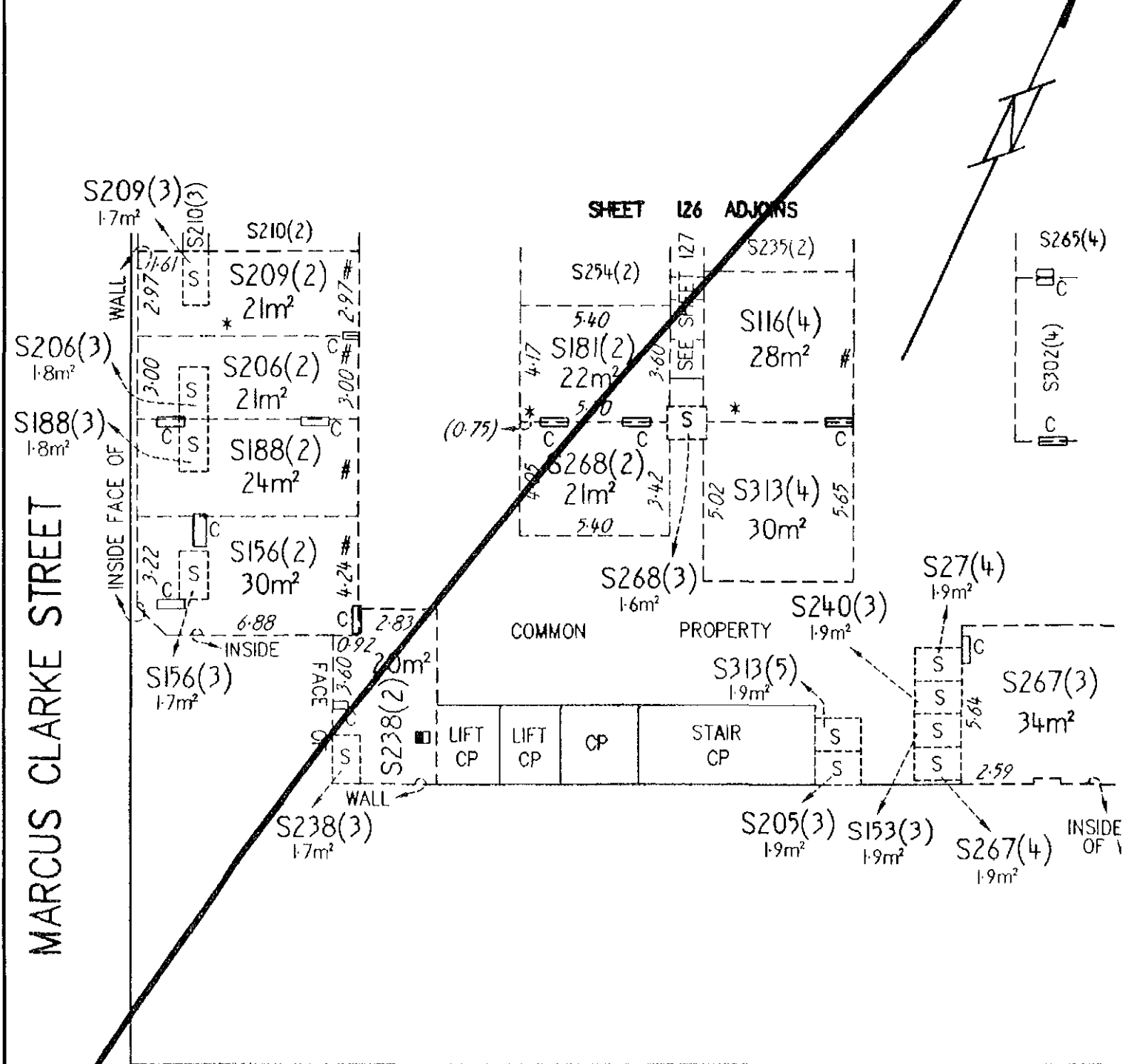
SITE PLAN FLOOR PLAN (tick appropriate box)

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IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1. 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING G
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

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LAND

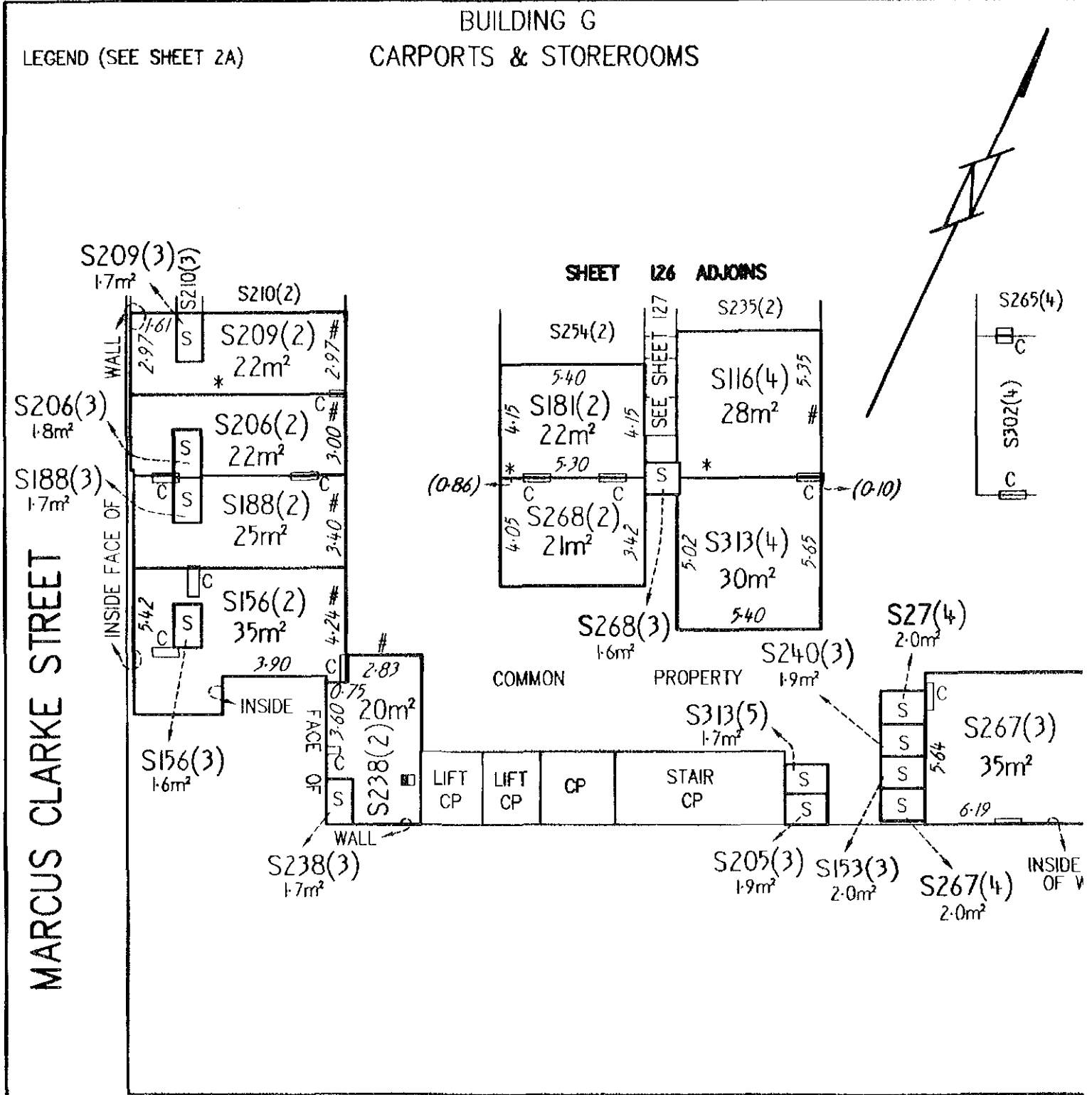
DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN **FLOOR PLAN** (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIAL

**BUILDING G
CARPORTS & STOREROOMS**

LEGEND (SEE SHEET 2A)



MARCUS CLARKE STREET

EDINBURGH AVENUE

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with

D

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 1535208
 Registered 18/7/2007
 Replacement Sheets Issued

SITE PLAN



FLOOR PLAN

(tick appropriate box)



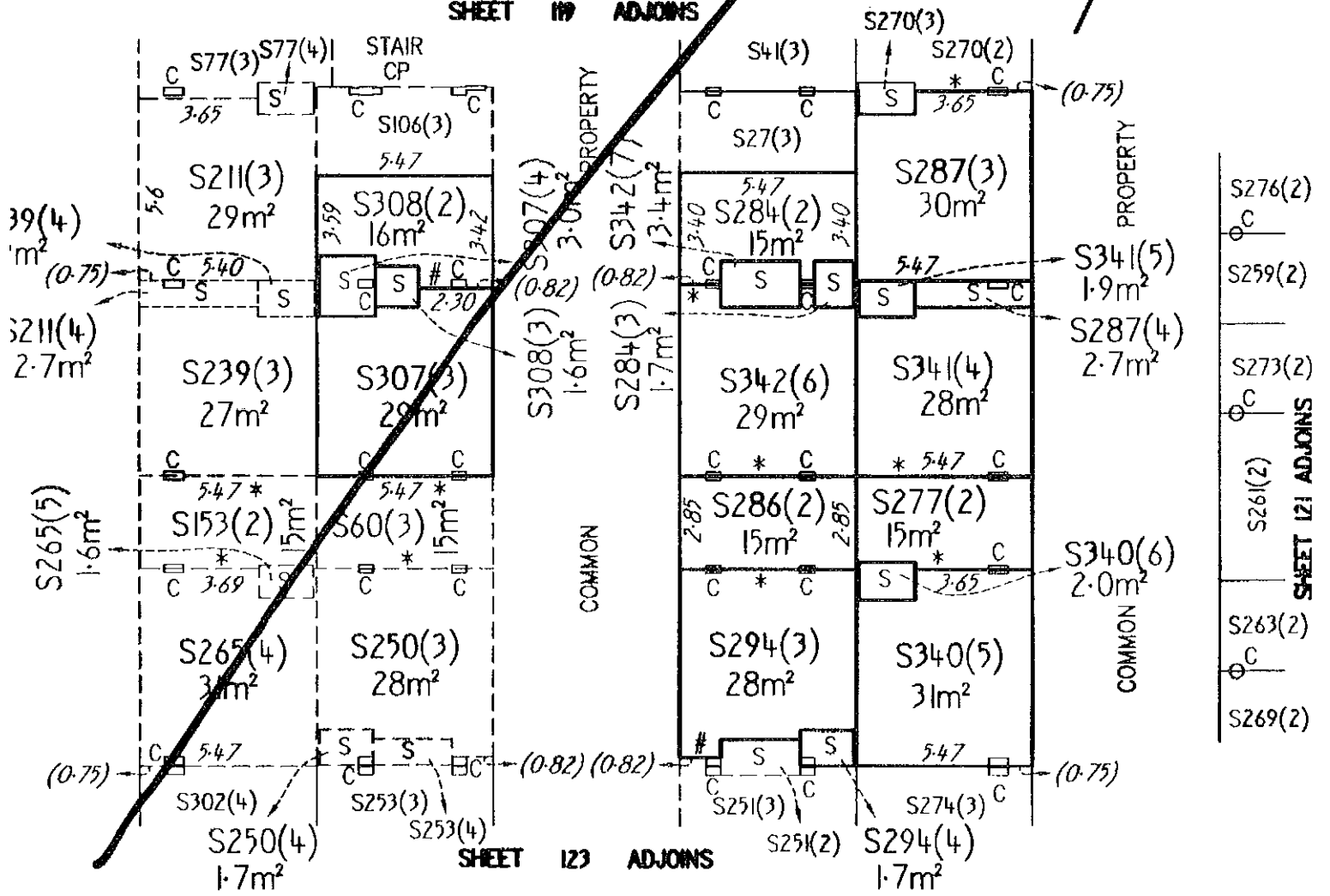
LOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIARIES

BUILDINGS D & E

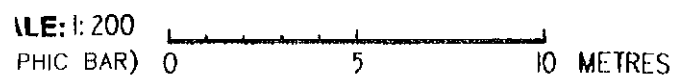
CARPORTS & STOREROOMS

SEND (SEE SHEET 2A)

SHEET 119 ADJOINS

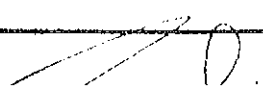


SHEET 123 ADJOINS



CUTION

red for and on behalf of Section 8 Pty
 ACN 008 001 400



LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

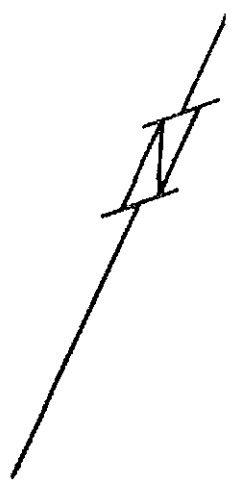
SITE PLAN

 FLOOR PLAN (tick appropriate box)

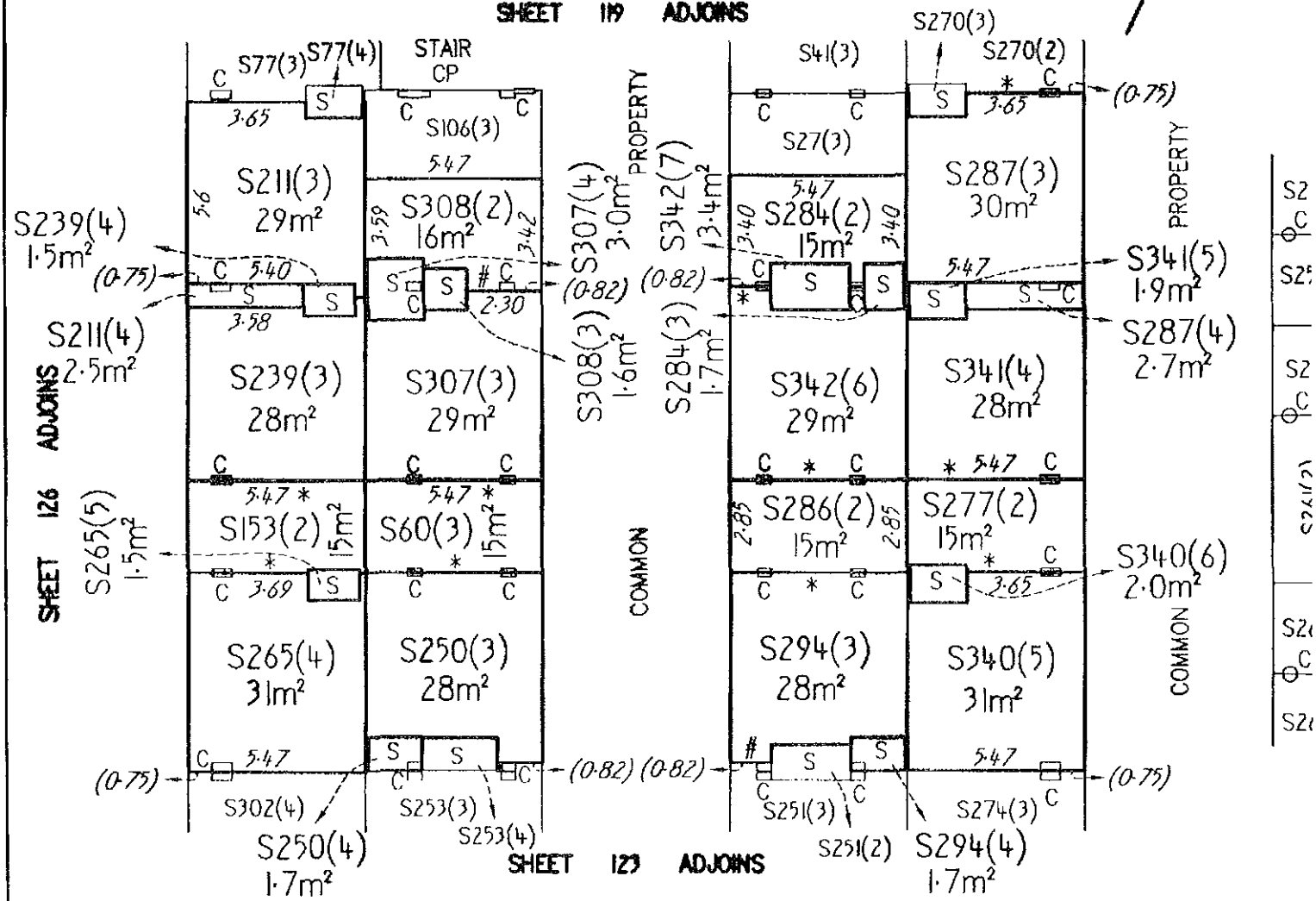
IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

**BUILDINGS D & E
CARPORTS & STOREROOMS**

LEGEND (SEE SHEET 2A)



SHEET 119 ADJOINS



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 8 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

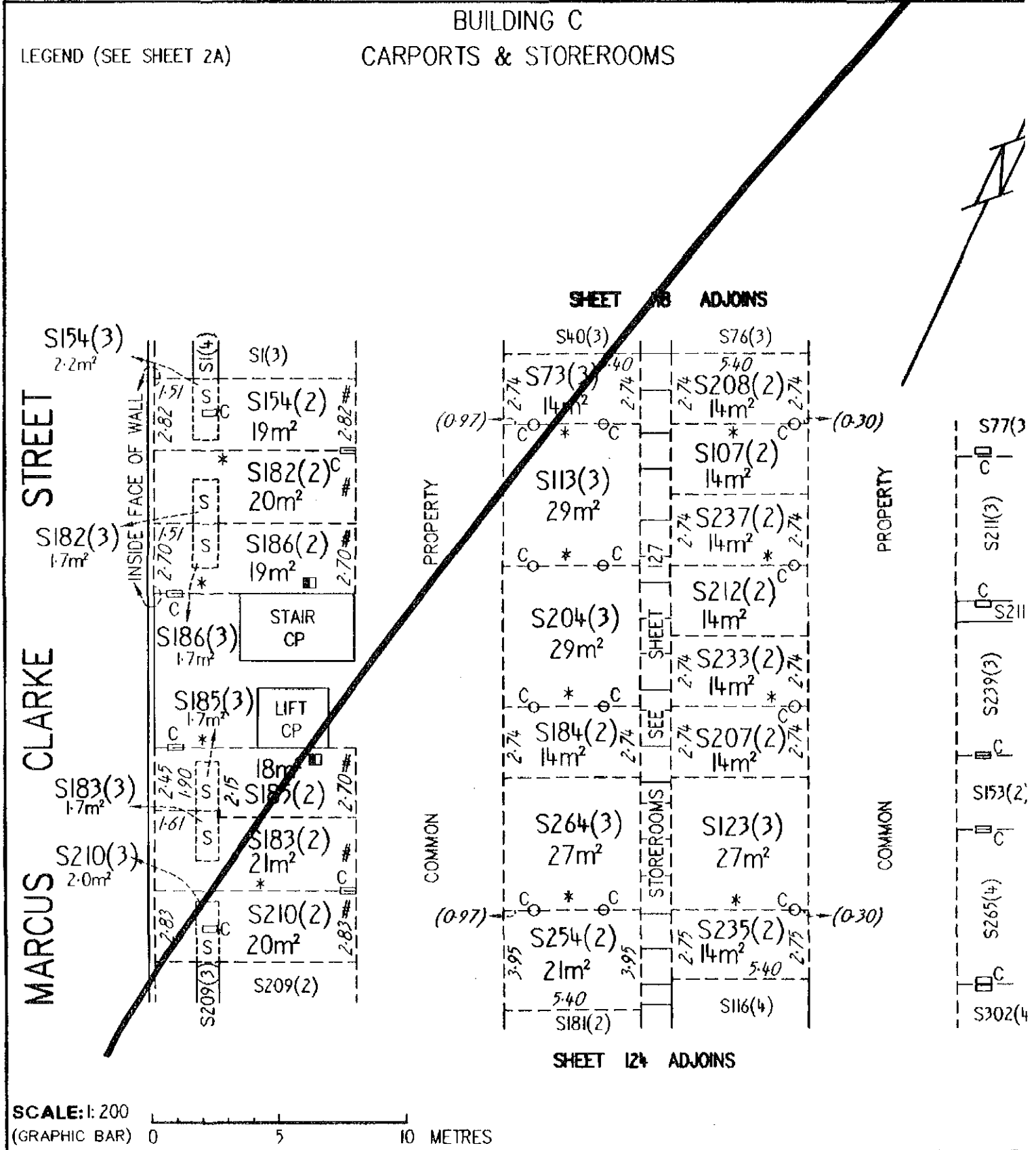
ALUP 1535207 and 1
Registered 18/7/2
Replacement Sheets

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING C
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)



SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty

LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

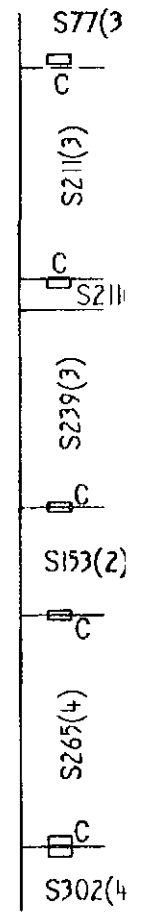
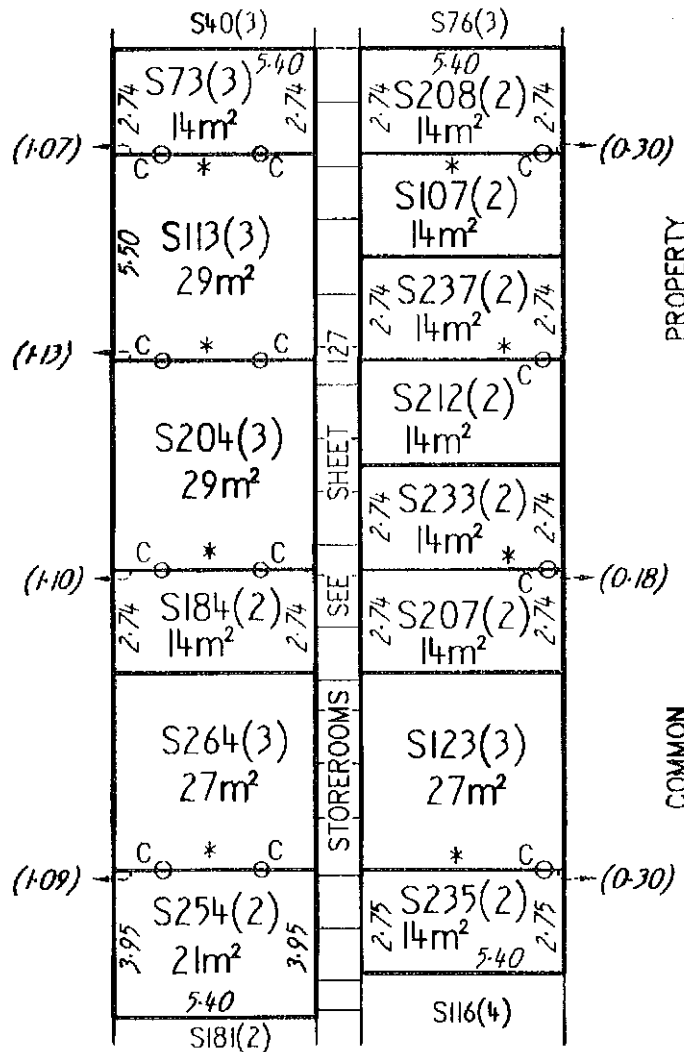
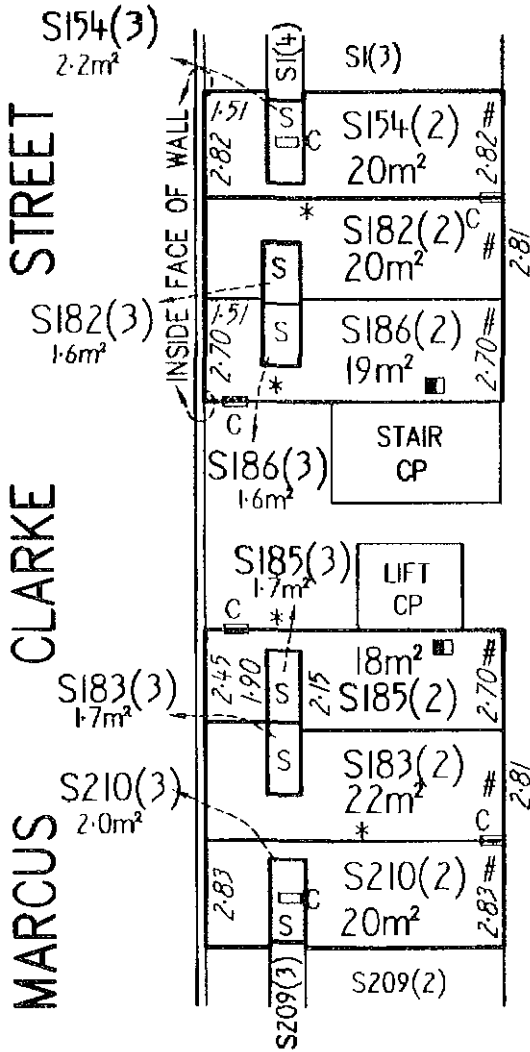
SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 1 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

BUILDING C
CARPORTS & STOREROOMS

LEGEND (SEE SHEET 2A)

SHEET 118 ADJOINS



SHEET 124 ADJOINS

SCALE: 1:200
(GRAPHIC BAR) 0 5 10 METRES

EXECUTION

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with

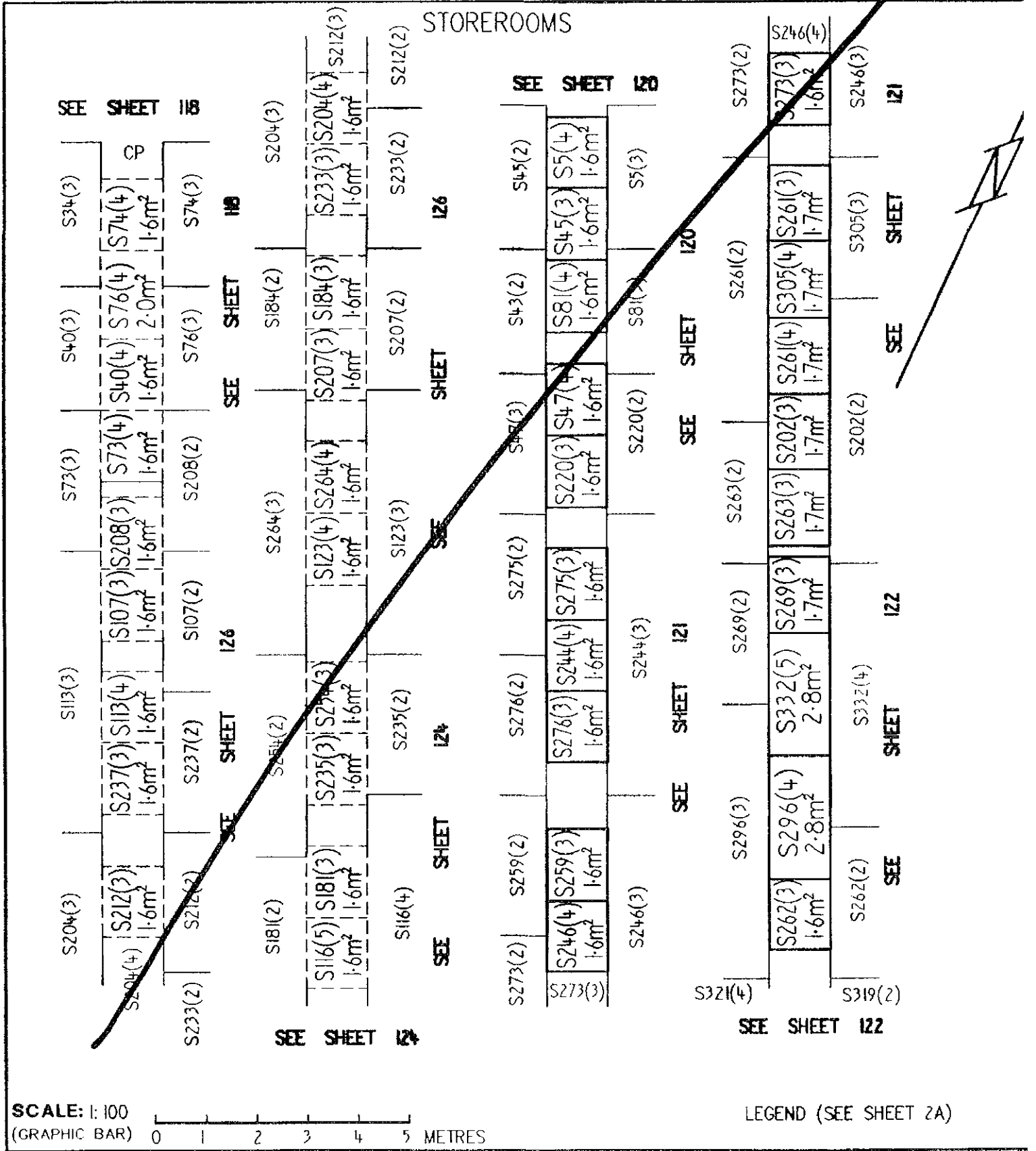
LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

ALUP 1535207 and 15:
Registered 18/7/20
Replacement Sheets I

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT I 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA

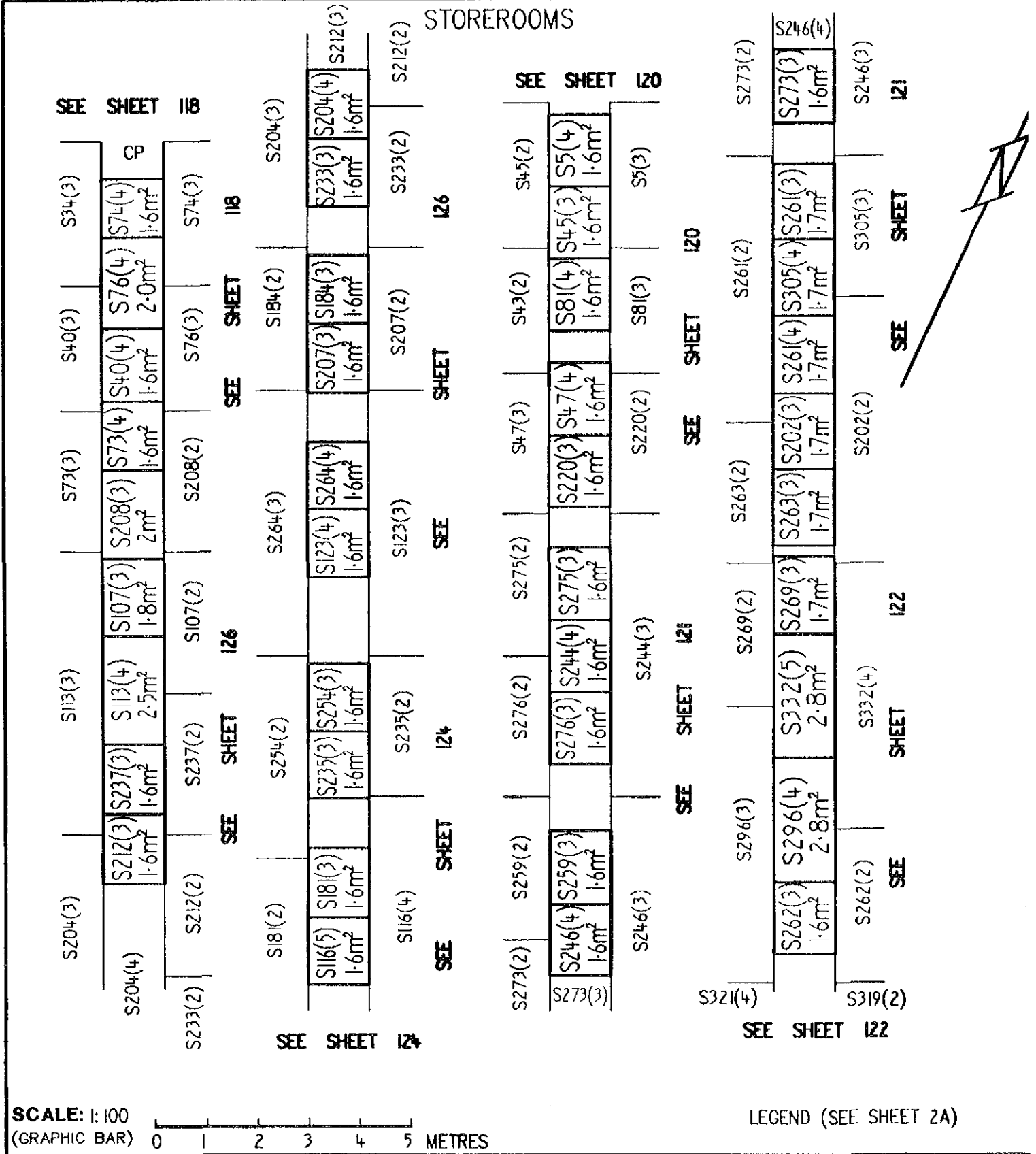


LAND

DISTRICT/DIVISION	SECTION	BLOCK
CITY	6	2

SITE PLAN FLOOR PLAN (tick appropriate box)

IF FLOOR PLAN, STATE FLOOR NUMBER **BASEMENT 1** 4. CLASS OF UNITS (A or B) UNIT SUBSIDIA



EXECUTION

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with

Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

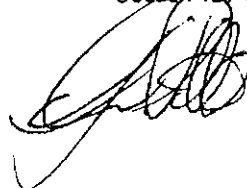
UNITS PLAN NO 3063

Block 2 Section 6 Division of CITY

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 fifth day of September Two thousand one hundred. |
| 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. | The Lessees of each of the Units Nos 1 - 342 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of his 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; |
| ASSOCIATED WORKS | (b) | that the lessee shall on or before the fifth day of September Two thousand and eight or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, the design and construction of: |
| | (i) | two concrete industrial driveways; |
| | (ii) | water supply, sewer and stormwater works; |
| | (iii) | removal of existing electrical assets including street lights; |
| | (iv) | removal of electronic parking equipment and delivery to the Department of Territory and Municipal Services; |

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001



Refer
CR151435
Males
5/3/07

(v) verge works to match verge works in the surrounding built up area including concrete paving, corner treatments, charcoal concrete pavers, irrigated grass and tree surrounds

including all ancillary works and fittings in accordance with the prescribed conditions for associated works previously provided by the Authority and plans and specifications previously submitted to and approved in writing by the Authority;

INDEMNITY

(c) that the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Authority;

(d) that the lessee shall on or before the fifth day of September Two thousand and eight or within such further time as may be approved in writing by the Authority complete the erection of the unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable thereto;

(e) to pay to the Authority or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001;

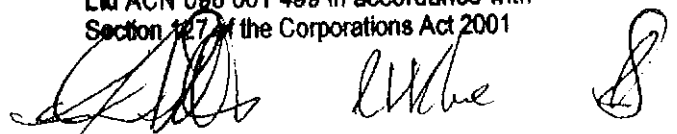
PURPOSE

(f) To use Units 1 to 342 inclusive for one or more of the following primary purposes –

- (i) residential;
- (ii) hotel; and
- (iii) motel

AND IN ADDITION Units 1 to 34 inclusive may each also be used for one or more of the following ancillary purposes:

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001



- (v) verge works to match verge works in the surrounding built up area including concrete paving, corner treatments, charcoal concrete pavers, irrigated grass and tree surrounds

including all ancillary works and fittings in accordance with the prescribed conditions for associated works previously provided by the Authority and plans and specifications previously submitted to and approved in writing by the Authority;


INDEMNITY

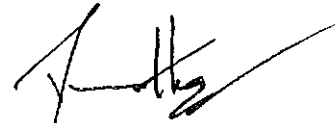
- (c) that the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Authority;
- (d) that the lessee shall on or before the fifth day of September Two thousand and eight or within such further time as may be approved in writing by the Authority complete the erection of the unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (e) to pay to the Authority or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001;


PURPOSE

- (f) To use Units 1 to 342 inclusive for one or more of the following primary purposes –
 - (i) residential;
 - (ii) hotel; and
 - (iii) motel

AND IN ADDITION Units 1 to 33 inclusive may each also be used for one or more of the following ancillary purposes:


28/02/07


28.2.07


Irma Sare
28.2.07

Refer Cl.
1514350
Date
5/3/11

- (A) carpark;
- (B) club;
- (C) cultural facility;
- (D) financial establishment;
- (E) indoor entertainment facility;
- (F) indoor recreation facility;
- (G) office;
- (H) place of assembly;
- (I) restaurant; and
- (J) shop

AND FURTHER Units 59, 60, 89, 90, 115 and 116 inclusive may each also be used for the ancillary purpose of office;

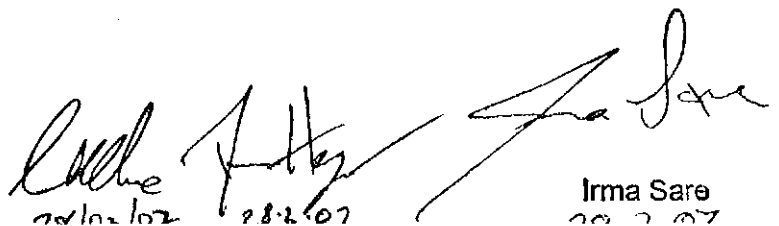
- GROSS FLOOR AREA (g) That the combined gross floor area of all buildings erected on the said parcel shall not exceed 40,000 square metres;
- CARPARKING (h) That the Lessee shall provide and maintain an approved drained and sealed carparking aea on the parcel to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Authority;
- LANDSCAPING (i) That the Lessee shall provide and maintain landscaping on the parcel to a standard acceptable to the Authority in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Authority;
- DISABLED PERSONS ACCESS (j) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access;
- SERVICE AREAS (k) 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 (l) That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (m) 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;

Signed for and on behalf of Section 6 Pty Ltd ACN 098 001 499 in accordance with Section 127 of the Corporations Act 2001

- (A) carpark;
- (B) club;
- (C) cultural facility;
- (D) financial establishment;
- (E) indoor entertainment facility;
- (F) indoor recreation facility;
- (G) office;
- (H) place of assembly;
- (I) restaurant; and
- (J) shop

AND FURTHER Units 58, 59, 88, 89, 114 and 115 inclusive may each also be used for the ancillary purpose of office;

- | | | |
|------------------------------|-----|---|
| GROSS FLOOR AREA | (g) | That the combined gross floor area of all buildings erected on the said parcel shall not exceed 40,000 square metres; |
| CARPARKING | (h) | That the Lessee shall provide and maintain an approved drained and sealed carparking area on the parcel to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Authority; |
| LANDSCAPING | (i) | That the Lessee shall provide and maintain landscaping on the parcel to a standard acceptable to the Authority in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Authority; |
| DISABLED PERSONS ACCESS | (j) | That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access; |
| SERVICE AREAS | (k) | 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 | (l) | That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the unit; |
| REPAIR | (m) | 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 <u>Unit Titles Act 2001</u> ; |


 Irma Sare
 28.2.07

FAILURE TO REPAIR

- (n) 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 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 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

- (o) 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

- (p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when the same fall due.

QUIET ENJOYMENT

4. The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent 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

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001



- (ii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iii) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii), (iii) or (iv) 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 the terms of all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Owners Corporation 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 -

- (i) 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; and

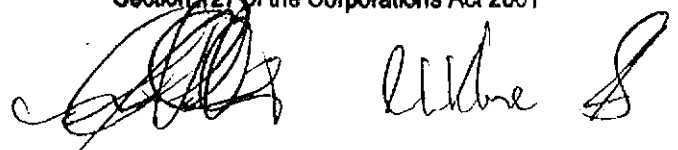
- (ii) the Owners Corporation in accordance with the provisions of the Unit Titles Act 2001;

EXERCISE OF
POWERS

- (e) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -

- (i) the Authority;

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

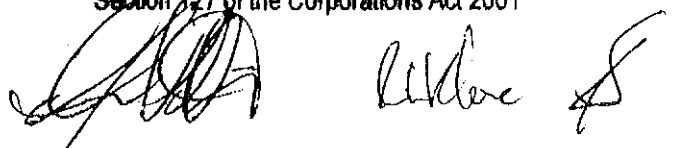


- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

6. In this schedule unless the contrary intention appears:

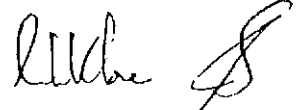
- INTERPRETATION
- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
 - (b) "ancillary" means associated with the directly related to, but incidental and subordinate to the predominant use;
 - (c) "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act;
 - (d) "carpark" means the use of the premises specifically allocated for the parking of motor vehicles;
 - (e) "club" means the use of the parcel as a meeting place for persons associated, or for body incorporated, for a social, sporting, athletic, literary, political or other like purpose and which is a licensed premise under the Liquor Act 1975;
 - (f) "cultural facility" means the use of the parcel for the purpose of cultural facilities to which the public normally has access;
 - (g) "financial establishment" means the use of the parcel 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 an area used solely for rooftop fixed mechanical plant and-or basement carparking;
 - (i) "hotel" means the use of the parcel which provides accommodation for visitors and others and which is a licensed premise under the Liquor Act 1975;

Signed for and on behalf of Section 8 Pty
Ltd ACN 098 001 400 in accordance with
Section 127 of the Corporations Act 2001



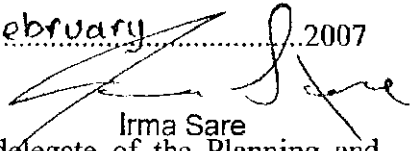
- (j) "indoor entertainment facility" means the use of the parcel for entertainment where such use is primarily indoors;
- (k) "indoor recreation facility" means the use of the parcel for sporting activities where such use is primarily indoors;
- (l) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (m) "motel" means the use of the parcel for the temporary accommodation of persons travelling predominantly by motor vehicle where each accommodation unit has private bathroom facilities and where common facilities including meals are provided for persons accommodated in the motel or for the public generally;
- (n) "office" means the use of the parcel used for the purpose of administration, clerical, technical, professional or like business activities;
- (o) "place of assembly" means the use of the parcel for gatherings of people to attend functions, whether or not for the purposes of gain;
- (p) "owners corporation" means the body corporate under the name of "The Owners - Units Plan No. 3063";
- (q) "premises" means the land building and all other improvements on the parcel;
- (r) "residential use" means an apartment, an attached house, a caretaker's residence, a detached house, a special dwelling, residential care accommodation and/or supportive housing;

Signed for and on behalf of Section 8 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001




- (s) "restaurant" means the use of the parcel 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;
- (t) "shop" means the use of the parcel for the purpose of selling, exposing, or offering the sale by retail or hire, goods and personal services;
- (u) "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);
- (v) "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;
- (w) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (x) words in the singular include the plural and vice versa;
- (y) words importing one gener include the other genders.


Dated this Eighth day of February 2007


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

Lessee: SECTION 6 PTY LIMITED A.C.N. 098 001 499

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001


DIRECTOR


DIRECTOR

Form 5

Revised 1/7/01

Land Titles (Unit Titles) Act 1970

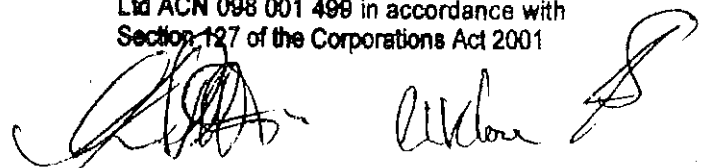
UNITS PLAN NO 3063

Block 2 Section 6 Division of CITY

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 fifth day of September Two thousand one hundred.
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. 3063 ("the Owners Corporation") covenant with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:-
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to permit the builders their servants and agents to build construct erect and provide by the fifth day of September Two thousand and eight or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, the design and construction of:
 - (i) two concrete industrial driveways;
 - (ii) water supply, sewer and stormwater works;
 - (iii) removal of existing electrical assets including street lights;
 - (iv) removal of electronic parking equipment and delivery to the Department of Territory and Municipal Services;
 - (v) verge works to match verge works in the surrounding built up area including concrete paving, corner treatments, charcoal concrete pavers, irrigated grass and tree surrounds

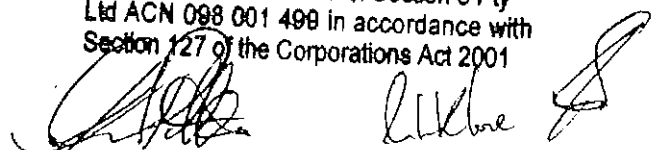
Signed for and on behalf of Section 8 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001



including all ancillary works and fittings in accordance with the prescribed conditions for associated works previously provided by the Authority and plans and specifications previously submitted to and approved in writing by the Authority;

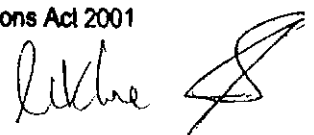
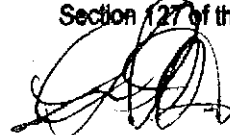
- (c) that the builders shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the builder of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Authority;
- (d) to permit the builders their servants and agents to build construct erect and provide by the fifth day of September Two thousand and eight or within such further time as may be approved in writing by the Authority the following services and facilities on the common property;
 - (i) storage areas covered car parking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (iv) all other necessary improvements and services that the Authority may require the builders to build erect construct or provide;
- (e) To use the common property for the purpose of car parking, 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;
- (f) That the combined gross floor area of all buildings erected on the said parcel shall not exceed 40,000 square metres;
- (g) That the Owners Corporation shall provide and maintain an approved drained and sealed carparking area on the parcel to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Authority;

Signed for and on behalf of Section 8 Pty
Ltd ACN 098 001 498 in accordance with
Section 127 of the Corporations Act 2001



- (h) That the Owners Corporation shall provide and maintain landscaping on the parcel 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 for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access;
- (j) 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 paving drained and sealed car parking areas and all other improvements on the common property;
- (k) Not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
- (l) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (m) 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 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 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;
- (n) To permit any person or persons authorised by the Authority to enter and inspect the common property at all reasonable times and in any reasonable manner;
- (o) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991.

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 400 in accordance with
Section 127 of the Corporations Act 2001



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

Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002.

6. "builders" means SECTION 6 PTY LIMITED of C/- GPO Box 832 Canberra their servants and agents and the servants and agents of each of them.

7. "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act.

8. "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 an area used solely for rooftop fixed mechanical plant and-or basement carparking.

9. "premises" means the land building and all other improvements on the parcel.

10. "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).

11. "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.

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001

- 12. words in the singular include the plural and vice versa.
- 13. words importing one gender include the other genders.

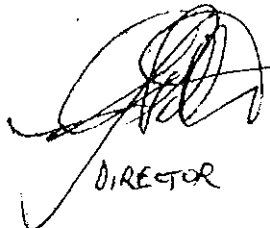
Dated this.....Eighth..... day of.....February.....2007



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

Lessee: SECTION 6 PTY LIMITED A.C.N. 098 001 499

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001



DIRECTOR



DIRECTOR.

DIVISION: CITY

Amended DATE: 17/01/2007

SECTION NUMBER: 6

BLOCK NUMBER: 2

SECTION NUMBER: 6

BLOCK NUMBER: 2

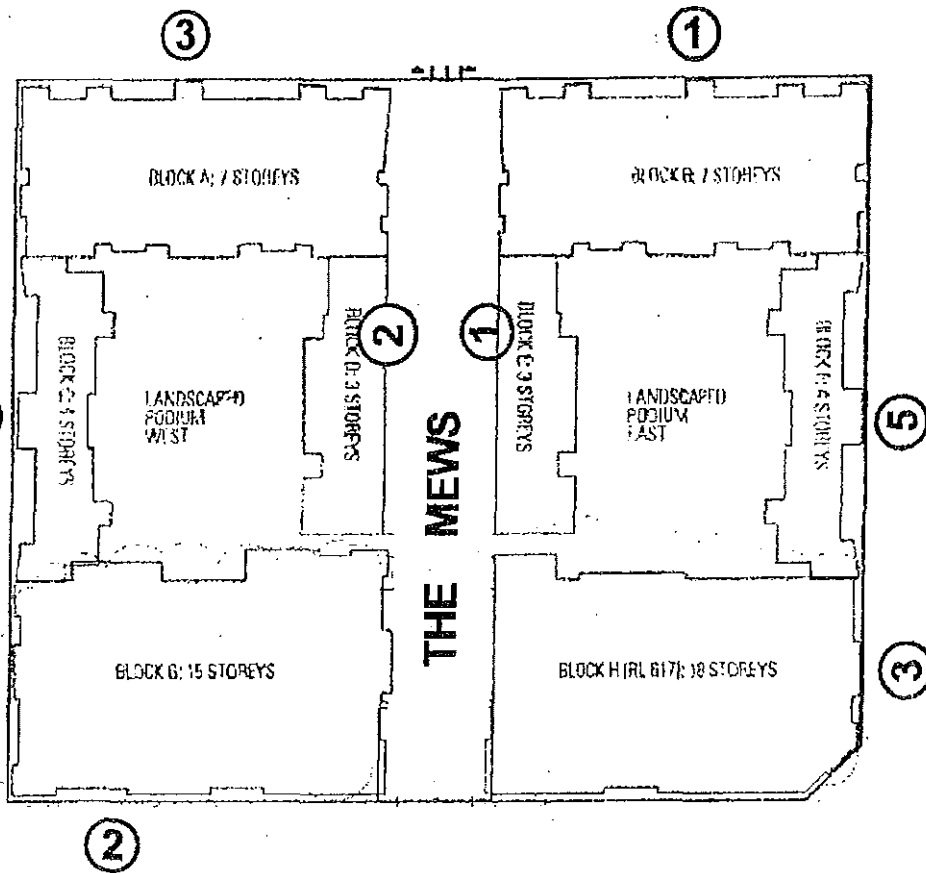
DIVISION: CITY

"The Metropolitan"

GORDON STREET

MARCUS CLARKE STREET

LONDON CIRCUIT



EDINBURGH AVENUE

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 498 in accordance with
Section 127 of the Corporations Act 2001

[Signature]
[Signature]
 Irma Sare

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

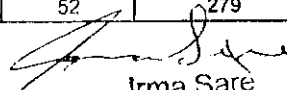
Addresses at 3 London Circuit - 'London Tower'

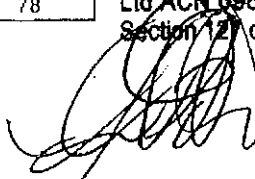

Unit Plan No.	Door No.	Unit Plan No.	Door No.	Unit Plan No.	Door No.	Unit Plan No.	Door No.
30	1	163	31	255	61	305	91
31	2	164	32	256	62	306	92
32	3	165	33	257	63	307	93
33	4	189	34	258	64	308	94
68	5	190	35	259	65	309	95
69	6	191	36	260	66	310	96
70	7	192	37	261	67	316	97
71	8	193	38	262	68	317	98
99	9	194	39	263	69	318	99
100	10	195	40	269	70	319	100
101	11	196	41	270	71	320	101
102	12	197	42	271	72	321	102
103	13	213	43	272	73	327	103
104	14	214	44	273	74	328	104
105	15	215	45	274	75	329	105
125	16	216	46	275	76	330	106
126	17	217	47	276	77	331	107
127	18	218	48	277	78	332	108
128	19	219	49	283	79	333	109
129	20	220	50	284	80	334	110
130	21	221	51	285	81	335	111
131	22	241	52	286	82	336	112
132	23	242	53	287	83	337	113
133	24	243	54	288	84	338	114
157	25	244	55	294	85	339	115
158	26	245	56	295	86	340	116
159	27	246	57	296	87	341	117
160	28	247	58	297	88	342	118
161	29	248	59	298	89		
162	30	249	60	299	90		

Addresses at 2 Edinburgh Avenue - 'Edinburgh Tower'

Unit Plan No.	Door No.	Unit Plan No.	Door No.	Unit Plan No.	Door No.	Unit Plan No.	Door No.
26	1	121	27	208	53	280	79
27	2	122	28	209	54	281	80
28	3	123	29	210	55	282	81
29	4	124	30	211	56	289	82
60	5	148	31	212	57	290	83
61	6	149	32	232	58	291	84
62	7	150	33	233	59	292	85
63	8	151	34	234	60	293	86
64	9	152	35	235	61	300	87
65	10	153	36	236	62	301	88
66	11	154	37	237	63	302	89
67	12	155	38	238	64	303	90
90	13	156	39	239	65	304	91
91	14	180	40	240	66	311	92
92	15	181	41	250	67	312	93
93	16	182	42	251	68	313	94
94	17	183	43	252	69	314	95
95	18	184	44	253	70	315	96
96	19	185	45	254	71	322	97
97	20	186	46	264	72	323	98
98	21	187	47	265	73	324	99
116	22	188	48	266	74	325	100
117	23	204	49	267	75	326	101
118	24	205	50	268	76		
119	25	206	51	278	77		
120	26	207	52	279	78		

Signed for and on behalf of Section 6 Pty Ltd ACN 698 001 499 in accordance with Section 127 of the Corporations Act 2001


 Irma Sare
 a delegate of the Planning and Land
 functions

Addresses at 1 The Mews - 'Mews East'

Unit Plan No. Door No.

18	2
19	3
20	4
21	5
54	6
55	7
56	8
57	9

Note: Door 1 is Body Corporate.

Addresses at 2 The Mews - 'Mews West'

Unit Plan No. Door No.

13	1
14	2
15	3
16	4
17	5
50	6
51	7
52	8
53	9

Addresses at 12 Marcus Clarke Street - 'Marcus Clarke'

Unit Plan No. Door No.

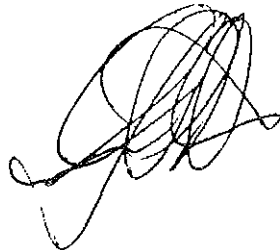
9	1
10	2
11	3
12	4
48	5
49	6
86	7
87	8
112	9
113	10

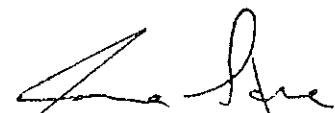
Addresses at 5 London Circuit

Unit Plan No. Door No.

22	1
23	2
24	3
25	4
58	5
59	6
88	7
89	8
114	9
115	10

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001





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

Addresses at 3 Gordon Street - 'Gordon West'

Unit Plan No. Door No. Unit Plan No. Door No.

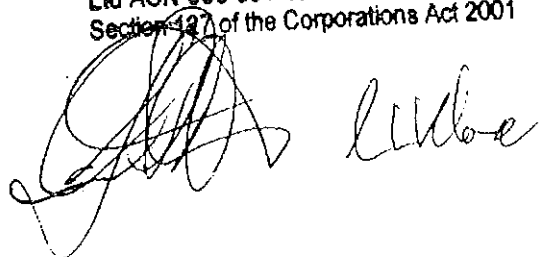
1	1	135	23
2	2	136	24
3	3	137	25
4	4	138	26
34	5	139	27
35	6	140	28
36	7	165	29
37	8	167	30
38	9	168	31
39	10	169	32
40	11	170	33
72	12	171	34
73	13	172	35
74	14	198	36
75	15	199	37
76	16	200	38
77	17	222	39
78	18	223	40
106	19	224	41
107	20	225	42
108	21	226	43
134	22		

Addresses at 1 Gordon Street - 'Gordon East'

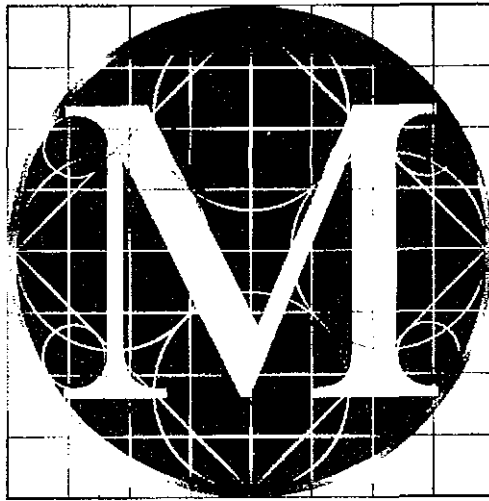
Unit Plan No. Door No. Unit Plan No. Door No.

5	1	142	23
6	2	143	24
7	3	144	25
8	4	145	26
41	5	146	27
42	6	147	28
43	7	173	29
44	8	174	30
45	9	175	31
46	10	176	32
47	11	177	33
79	12	178	34
80	13	179	35
81	14	201	36
82	15	202	37
83	16	203	38
84	17	227	39
85	18	228	40
109	19	229	41
110	20	230	42
111	21	231	43
141	22		

Signed for and on behalf of Section 6 Pty
Ltd ACN 098 001 499 in accordance with
Section 127 of the Corporations Act 2001




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



THE METROPOLITAN

Development Statement

January 2007

Section 6 Pty Ltd
C/o Amalgamated Property Group
17 Torrens Street, BRADDON ACT
Ph 6162 8888



CITY OF
METROPOLITAN

Development Statement Block 2 Section 6 City

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- Landscaping	
- Common Areas	
- Fencing	
- Schedule of Commencement and Completion Dates.....	Pg 5-6
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- Staging Plan – Carpark Access.....	Pg 8-11
Stage 1.....	Pg 12
Description of Works	
- Access Residents	
- Inter-Stage Fencing	
- Landscaping	
- Common Property	
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- Description of Works	
- Access Construction	
- Access Residents	
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- Access Construction	
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- Common Property	
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- Description of Works	
- Access Construction	
- Access Residents	
- Inter-Stage Fencing	
- Landscaping	
- Common Property	



THE METROPOLITAN

Development Statement

Block 2 Section 6 City

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THE METROPOLITAN

Development Statement

Block 2 Section 6 City

(1) (a) Description of the Land: The Land is Known as Block 2 Section 6 City as delineated on Deposited Plan n.o 9666. The land is approximately 6920 square meters in area.

(1) (b) Copy Of DA Approved Plans DA approval was granted on 19 December 2003 to construct 343 apartments. A copy of the approved plans and subsequent amendments are incorporated on the attached set of plans.

(1) (c) Staging Overview

The Development is to be carried out over 4 Stages in accordance with the following Staging Schedule. Management aspects and a plan of each stage is provided in a detailed outline included later in this document for each respective Stage.

Construction Access

Access arrangements have been designed to limit any inconvenience to residents, these include:

- Designated Resident and Construction Zones.
- Detailed signage clearly identifying vehicular access arrangements through the carpark
- Designated lift access Building H Level 16 until the completion of stage 2 (penthouse units).

This will be during the hours of
Monday to Friday 7.00am – 5.00pm
Saturday 7.00am – 1.00pm

Construction – General Working Hours

Hindmarsh Metropolitan Apartment building site standard working hours are as follows:

6.30am and 5pm Monday to Saturday.

These are in accordance with the ACT Government Noise Environmental Protection Policy (November 1998), Section 5.5 Permitted Activities, Subsection 2 Builder's Work, which states:

"In Industrial areas, Civic and Town Centres, noise from building work can only exceed the zone noise standard between 6.00am and 8.00pm."

Landscaping

Landscaping within each identified stage boundaries will be completed in accordance with DA documents prior to occupation of that stage.

Common Areas

All Common Areas within a stage will be fully completed in accordance with the DA and be usable without limitations by all residents as intended.

Fencing

Completed zones will be fenced from the construction areas with Timber hording to vehicular access ways within the site (ie The Mews and the carpark) and chain mesh temporary fencing with cloth screening to the balance of the site.



METROPOLITAN

Development Statement

Block 2 Section 6 City

Schedule of Commencement and Completion Dates

Stage Number	N.o of Units	Building	Unit N.os	Commencement Date	Completion Date
1	175	B	5 - 8 11 - 47 79 - 85 109 - 111 227 - 231 173 - 179 201 - 203 141 - 147	Completed	Completed
		E	18 - 21 54 - 57		
		F	22 - 26 58 - 59 88 - 89 114 - 115		
		H	30 - 33 68 - 71 99 - 105 125 - 133 157 - 165 189 - 197 213 - 221 241 - 249 255 - 263 269 - 277 283 - 288 294 - 299 305 - 310 316 - 321 327 - 332 333 - 338		
2	4	H	339 - 342	Commenced	15 Mar 07



THE METROPOLITAN

Development Statement

Block 2 Section 6 City

Stage Number	N.o of Units	Building	Unit N.os	Commencement Date	Completion Date
3	93	G	26 - 29 90 - 98 116 - 124 148 - 156 180 - 188 204 - 212 232 - 240 250 - 254 264 - 268 278 - 282 289 - 293 322 - 326 311 - 315 300 - 304	Commenced	31 July 07

Stage Number	N.o of Units	Building	Unit N.os	Commencement Date	Completion Date
4	173	A	1 - 4 34 - 40 72 - 78 106 - 108 134 - 140 166 - 172 222 - 226 198 - 200	Commenced	31 August 07
		C	9 - 12 48 - 49 112 - 113 86 - 87		
		D	13 - 17 50 - 53		
		G	60 - 67		



THE METROPOLITAN

Development Statement

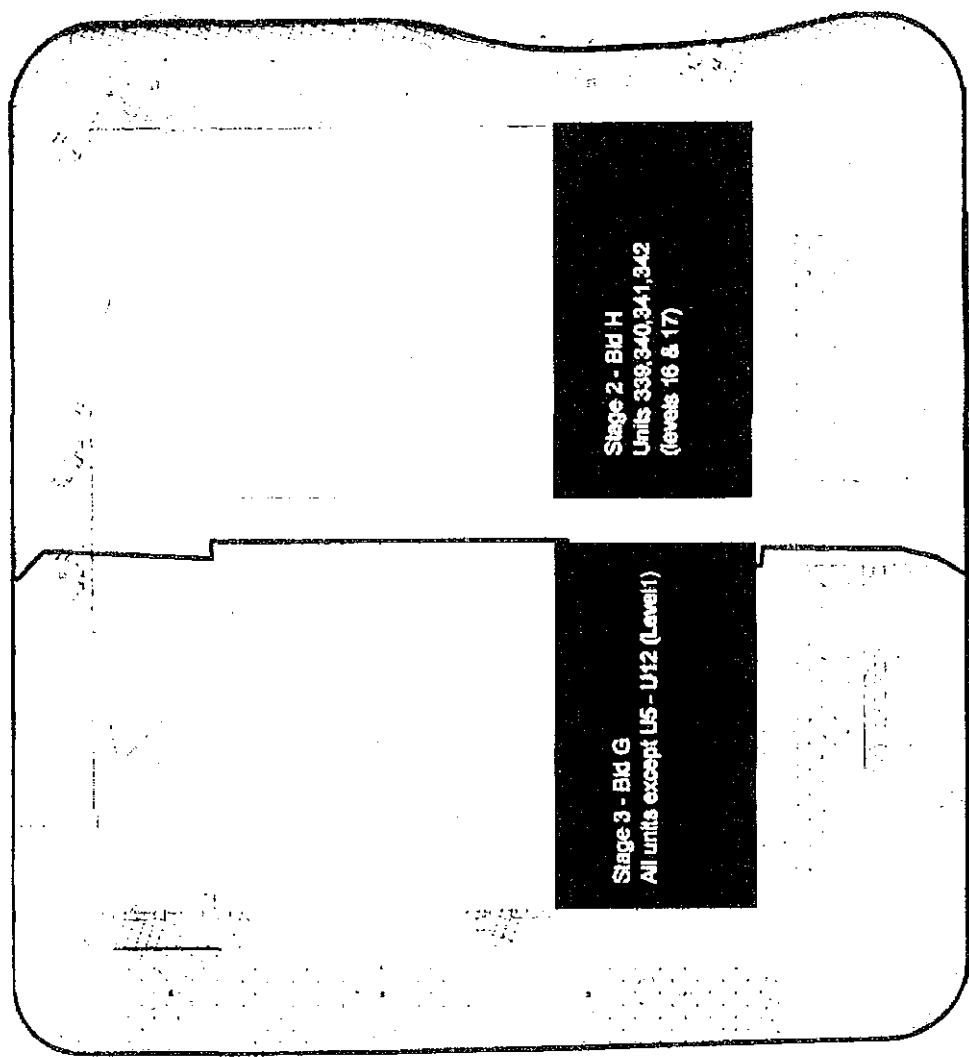
Block 2 Section 6 City

Staging Plan- All Stages

<p>METROPOLITAN B PTY LTD & METROPOLITAN G PTY LTD JOHN HONIGSMAN (ACT) PTY LTD BLEIGH YOLLER (BOLD) CALANCA SCAPES AND DESIGN TAYLOR THOMPSON WRITING CARPANO YOUNG BASSETT ADVISORS STEPHEN WISE AND ASSOCIATES DYSEN PTY LTD</p>	<p>TBC HOBEN TBC</p>
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Legend

- Stage 1
- Stage 4
- Stage 2
- Stage 3



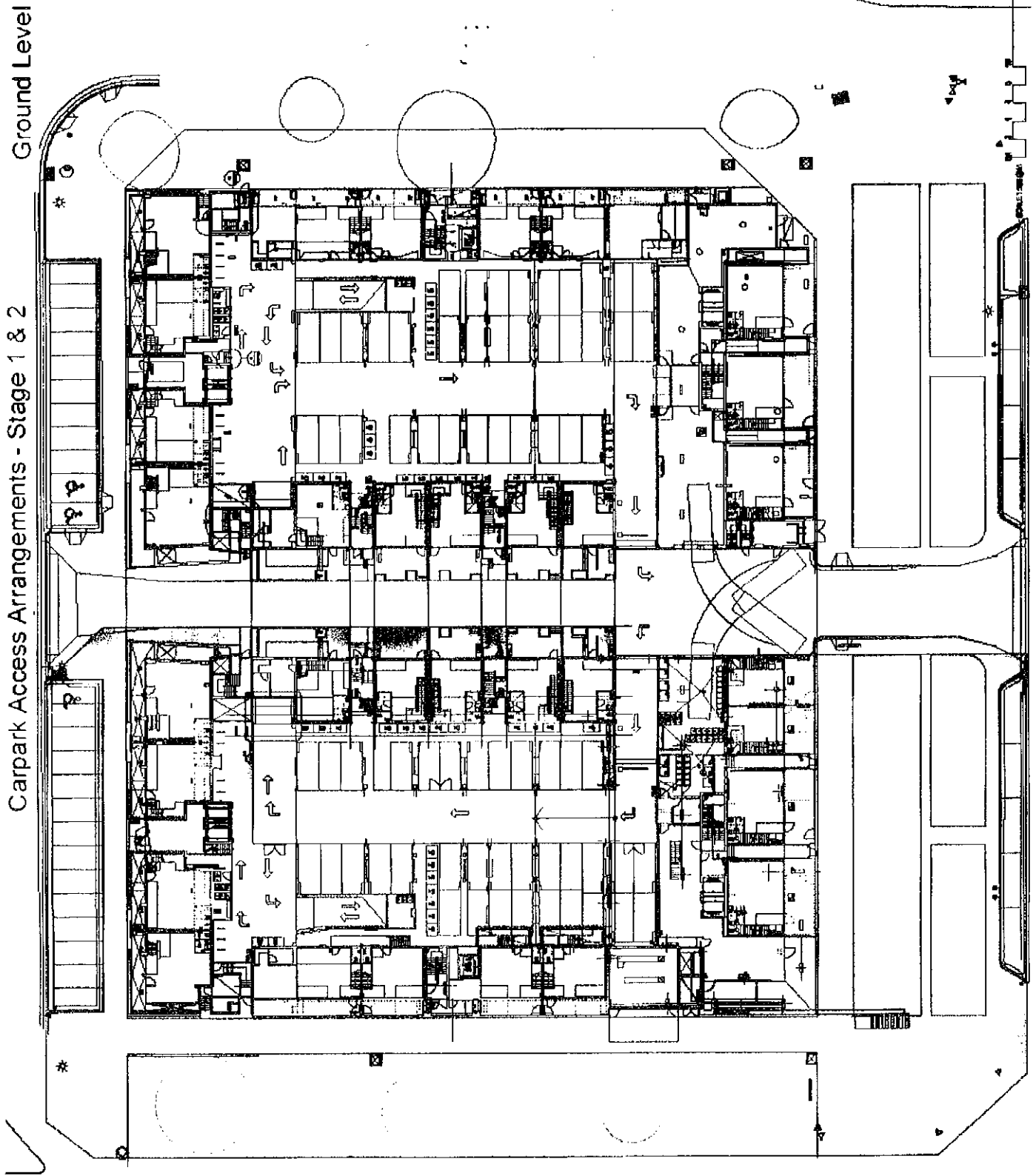


THE METROPOLITAN

Development Statement

Block 2 Section 6 City

Staging Plans - Carpark Access





THE METROPOLITAN

Development Statement
Block 2 Section 6 City



THE METROPOLITAN

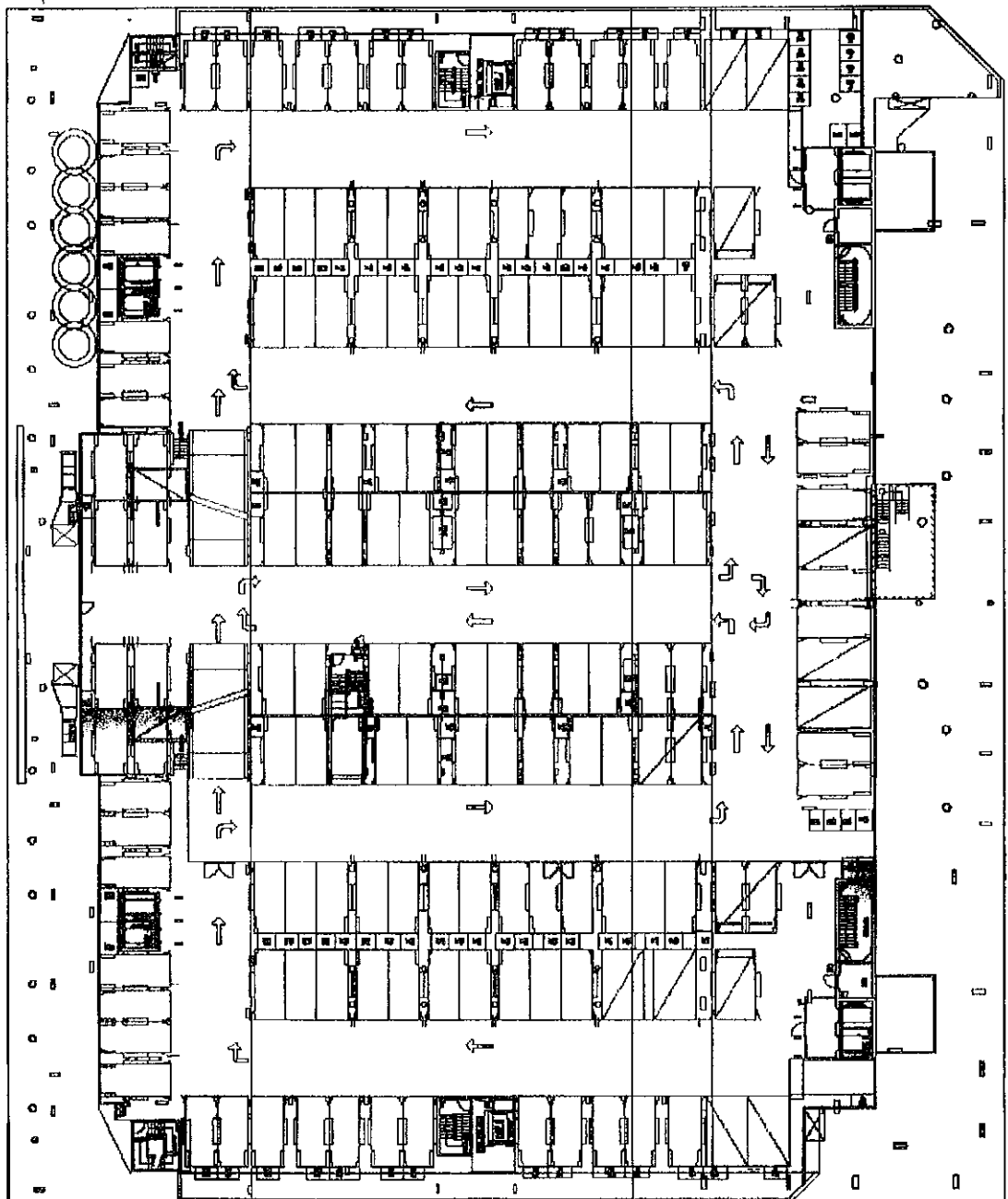
Development Statement

Block 2 Section 6 City

Staging Plans – Carpark Access

Basement Level 1

Carpark Access Arrangements - Stage 1 & 2





THE METROPOLITAN

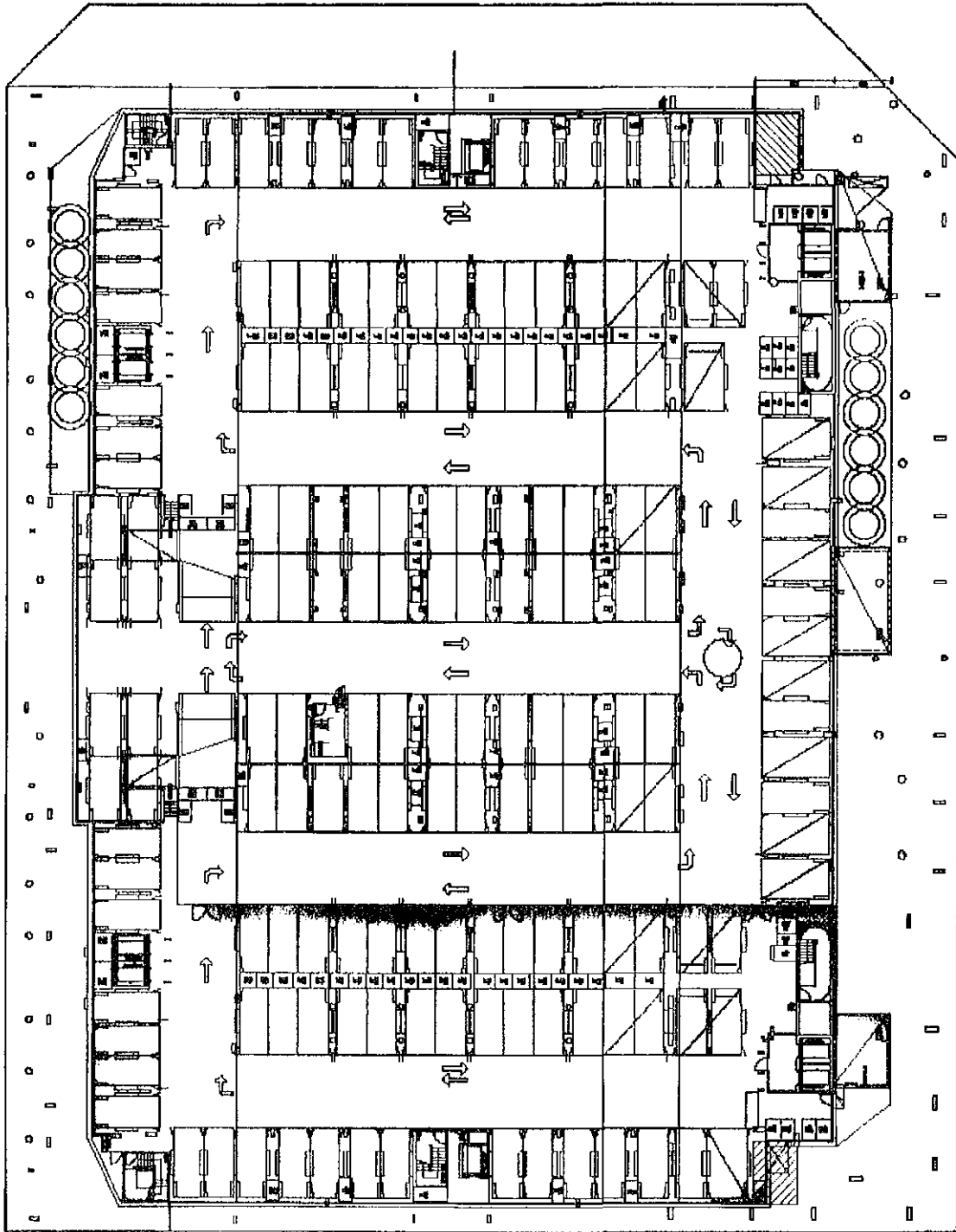
Development Statement

Block 2 Section 6 City

Staging Plans - Carpark Access

Basement Level 2

Carpark Access Arrangements - Stage 1 & 2





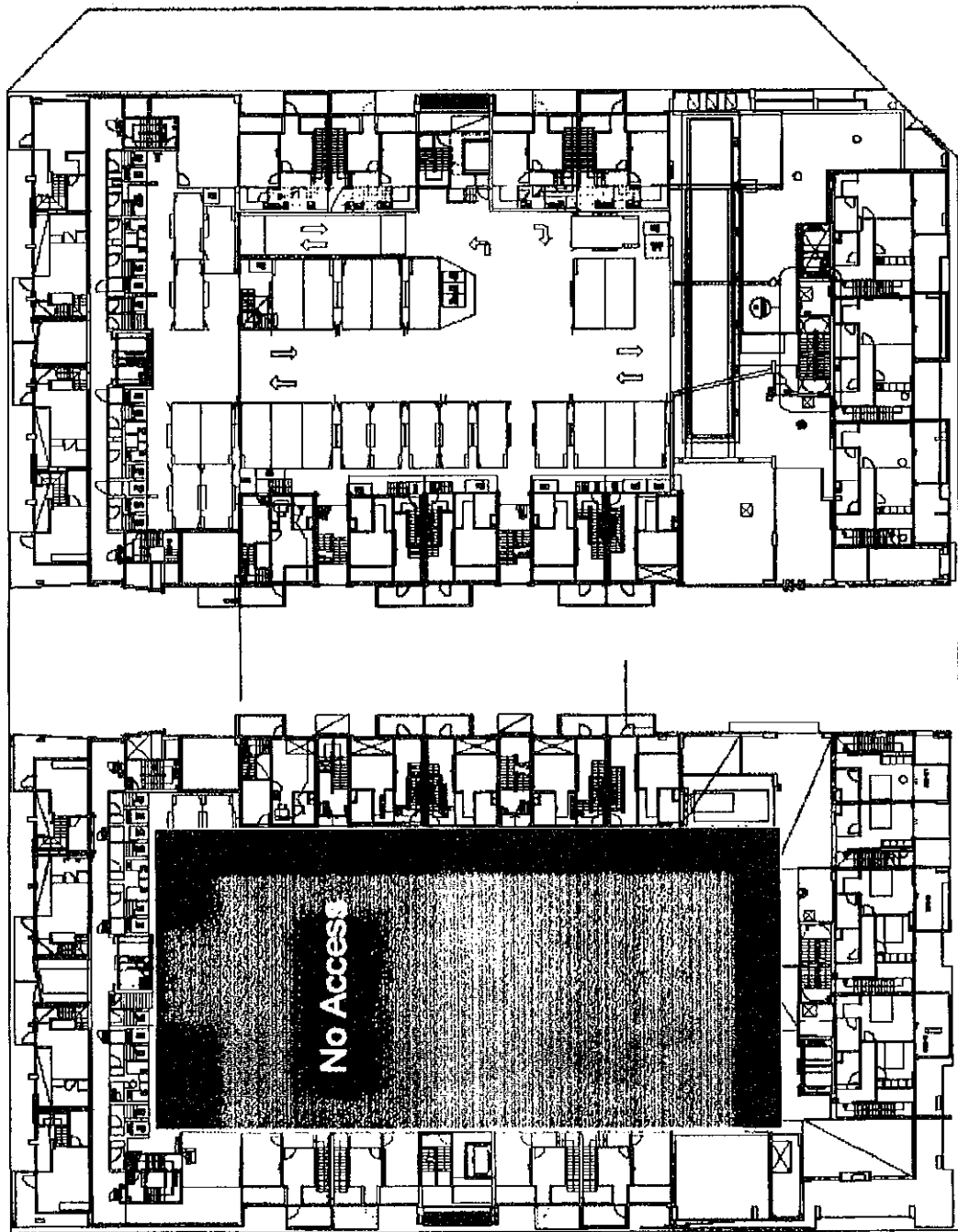
By METROPOLITAN

Development Statement

Block 2 Section 6 City

Staging Plans - Carpark Access

Mezzanine Level
Carpark Access Arrangements - Stage 1 & 2





THE METROPOLITAN

Development Statement Block 2 Section 6 City

Stage 1

N.o Units	173
Unit N.os	(Bld B, 5 - 8, 41 - 47, 79 - 85, 109 - 111, 227 - 231, 173 - 179, 201 - 203, 141 - 147), (Bld E, 18 - 21, 54 - 57), (Bld F, 22 - 26, 58 - 59, 88 - 89, 114 - 115), (Bld H, 30 - 33 68 - 71, 99 - 105 125 - 133, 157 - 165 189 - 197, 213 - 221 241 - 249, 255 - 263 269 - 277, 283 - 288 294 - 299, 305 - 310 316 - 321, 327 - 332 333 - 338)
Commencement Date	N/A
Completion Date	Completed

Description of Works

Construction of Stage 1 includes, Buildings B, E, F, H, adjoining verges to Gordon Street and London Circuit and hard landscaping to Edinburgh Avenue (Completion of works to Edinburgh Ave are subject to final NCA and Urban Service design). The Mews and the complex's recreational facilities including pool, spa, sauna, and gymnasium.

Access Residents

Appropriate signage and timber hoarding will be provided clearly indicating traffic access arrangements through the carpark.

All stage 1 resident's access, to their respective building entries and stage 1 recreational areas will be unrestricted.

Inter-Stage Fencing

Completed zones will be fenced from the construction areas with Timber hoarding to vehicular access ways within the site (ie The Mews and the carpark) and chain mesh temporary fencing with cloth screening to the balance of the site.

Landscaping

All landscaping applicable within each stage, will be completed in accordance with the landscape plans and planting schedules as per the DA approved plans and subsequent amendments as attached.

Common Property

All Common Property within each stage, will be completed in accordance the DA approved plans and subsequent approved amendments as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



METROPOLITAN

Development Statement

Block 2 Section 6 City

Stage 2

N.o Units	4
Unit N.os	Bld H (339 – 342)
Commencement Date	Commenced
Completion Date	15 March 07

Description of Works

Construction of the nominated units, in accordance with the approved DA approval and subsequent approved amendments. These works will comprise predominantly internal fit off and finishes.

Access - Construction

Access to level 16 via the designated temporary service lift, will be between the following hours:

Monday to Friday 7.00am – 5.00pm
Saturday 7.00am – 1.00pm

Access will be restricted and controlled by Hindmarsh. All trades people who require access via the lift service will be escorted by a Hindmarsh member of staff.

All trades people will be required to enter and exit the lift at basement levels only.

Materials will not be transported via the lift unless prior arrangements have been made.

Access - Residents

Appropriate signage will be provided clearly indicating traffic access arrangements.

All stage 1 resident's access to their respective building, carparks, Foyer entries and recreational areas will be unrestricted with exception of Building H residents whereby usage of 1 of the 2 lifts will be limited as outlined above until the completion of stage 2.

Inter-Stage Fencing

Completed zones will be fenced from the construction areas with Timber hording to vehicular access ways within the site (ie The Mews and the carpark) and chain mesh temporary fencing with cloth screening to the balance of the site.

Landscaping

All landscaping applicable within each stage, will be completed in accordance with the landscape plans and planting schedules as per the DA approved plans and subsequent amendments as attached.

Common Property

All Common Property within each stage, will be completed in accordance the DA approved plans and subsequent approved amendments as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



THE METROPOLITAN

Development Statement

Block 2 Section 6 City

Stage 3

N.o Units	93
Unit N.os	Bld G
	26 - 29
	90 - 98
	116 - 124
	148 - 156
	180 - 188
	204 - 212
	232 - 240
	250 - 254
	264 - 268
	278 - 282
	289 - 293
	322 - 326
	311 - 315
	300 - 304
Commencement Date	Commenced
Completion Date	31 July 07

Description of Works

Construction of the nominated units, in accordance with the approved DA approval and subsequent approved amendments.

Access - Residents

Appropriate signage will be provided clearly indicating traffic access arrangements.

All stage 3 resident's access to the building, carparks, Foyer entries will be unrestricted with exception of podium courtyard on Level 1 which will be restricted until the completion of stage 4.

Access to common recreational facilities within Stage 1 will be via the basement or from the ground level foyer of Block H.

Inter-Stage Fencing

Completed zones will be fenced from the construction areas with Timber hording to vehicular access ways within the site (ie The Mews and the carpark) and chain mesh temporary fencing with cloth screening to the balance of the site.

Landscaping

All landscaping applicable within each stage, will be completed in accordance with the landscape plans and planting schedules as per the DA approved plans and subsequent amendments as attached.

Common Property

All Common Property within each stage, will be completed in accordance the DA approved plans and subsequent approved amendments as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



THE METROPOLITAN

Development Statement

Block 2 Section 6 City

Stage 4

N.o Units	176
Unit N.os	(Bld A, 1 – 4 34 – 40 72 - 78 106 – 108 134 – 140 166 – 172 222 226 198 – 200) (Bld C, 9 – 12 48 – 49 112 – 113 86 – 87), (Bld D, 13 – 17 50 – 53), (Bld G, 60 – 67)
Commencement Date	Commenced
Completion Date	31 August 07

Description of Works

Construction of the nominated units, in accordance with the approved DA approval and subsequent approved amendments.

Access Residents

All stage 3 resident's access to the building, carpark, Foyer entries will be unrestricted with exception of podium courtyard on Level 1 which will be restricted until the completion of stage 4.

Inter-Stage Fencing

Completed zones will be fenced from the construction areas with Timber hording to vehicular access ways within the site (ie The Mews and the carpark) and chain mesh temporary fencing with cloth screening to the balance of the site .

Landscaping

All landscaping applicable within each stage, will be completed in accordance with the landscape plans and planting schedules as per the DA approved plans and subsequent amendments as attached.

Common Property

All Common Property within each stage, will be completed in accordance the DA approved plans and subsequent approved amendments as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



THE METROPOLITAN

Development Statement

Block 2 Section 6 City

(1) (d) Pay Reasonable Expenses for Damage and Use of Services

- (i) The Developer will repair any damage to the Common Property, or to units, in the completed stages of the development that is caused in carrying out the development.
- (ii) The Developer will pay reasonable expenses incurred by the owners Corporation for any water, used in carrying out the development. The Developer will provide it's own arrangements for garbage, electricity, telephone, temporary toilet facilities, oil, gas services if it may require in carrying out the works to uncompleted stages within development.

(1) (e) Make Good

The Developer must make good, as soon as practicable, any damage to the common property or units in the completed stages of the development caused in carrying out development.

- (1) (f) **Standard of Finishes.** The standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths to be carried out in the development will be inferior or substantially different from those of the buildings and other works in completed stages of the development.

- (1) (g) **Survey Report.** At the completion of each stage the Developer will provide ACTPLA with a report prepared by a registered surveyor about the position of fully or partially completed buildings in relation to the boundaries of the units and the parcel. If a form is approved under the Act, s180 for a report by a registered surveyor part (g), the form must be used.

- (2) & (3) **Apportionment of Body Corporate Expenses** for the use or maintenance of the common property of the staged development shall be treated in accordance with the *Unit Titles Act 2001*.



**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	75	Block	2	Section	6	Suburb	CITY
-------------	-----------	--------------	----------	----------------	----------	---------------	-------------

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: 63463

Dated: 27-AUG-07

- | | |
|---|--------------|
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) |

Customer Service Centre

Date: 24-MAR-22 15:37:41

Applicant's Name :

InfoTrack, InfoTrack

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

2201005 - 96854058

**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

24-MAR-2022 15:37

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

CITY Section 6/Block 2/Unit 75

Building Class: A

Area(m2): 6,923.0

Unimproved Value: \$23,940,000

Year: 2021

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

24-MAR-2022 15:37

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

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200602424 **Lodged** 23-MAY-06 **Type** Public Works

-- Application Details -----

Description

PUBLIC WORKS-Verge works associated with block 2 and 3. Works include parking bays, driveway accesses, landscaping and water main relocation. Works being construction as part of a Deed of Agreement with ACTPLA.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	City	6	2-2	
Canberra Central	City	6	3-3	

-- Involved Parties -----

Role	Name
Applicant	Cardno Young Pty Ltd
Lessee	Section 6 Pty Limited

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional

Application DA200601548 **Lodged** 13-APR-06 **Type** Order

-- Application Details -----

Description

ORDER - Undertaking development without approval and having a building or structure without the required approval

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	City	6	2-2	

-- Involved Parties -----

Role	Name
Applicant	Scott Pobihun

-- Activities -----

Activity Name	Status
Orders - Palm	Refused



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

24-MAR-2022 15:37

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

Page 3 of 6

Application DA20025402 **Lodged** 16-OCT-02 **Type**

-- Application Details -----

Description

CITY WEST MASTER PLAN

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	City	1	17-17	
Canberra Central	City	2	4-4	
Canberra Central	City	3	3-3	
Canberra Central	City	4	1-1	
Canberra Central	City	5	1-1	
Canberra Central	City	6	2-2	
Canberra Central	City	7	1-1	
Canberra Central	City	8	9-9	
Canberra Central	City	18	1-1	
Canberra Central	City	20	2-2	
Canberra Central	City	21	1-1	
Canberra Central	City	21	3-3	
Canberra Central	City	21	4-5	
Canberra Central	City	21	7-7	
Canberra Central	City	24	1-1	
Canberra Central	City	24	2-3	
Canberra Central	City	24	4-5	
Canberra Central	City	24	8-11	
Canberra Central	City	25	1-1	
Canberra Central	City	28	4-4	
Canberra Central	City	28	15-15	
Canberra Central	City	30	2-2	
Canberra Central	City	61	2-2	
Canberra Central	City	63	2-2	
Canberra Central	City	63	6-6	
Canberra Central	City	68	1-1	

-- Involved Parties -----

Role **Name**



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

24-MAR-2022 15:37

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

Page 4 of 6

Application DA20025402 **Lodged** 16-OCT-02 **Type**

Applicant Palm

-- Activities -----

Activity Name	Status
Section Master Plan	Active

Application DA20024238 **Lodged** 23-AUG-02 **Type** Multi-residential

-- Application Details -----

Description

Multi Unit Development - Consisting of 8 buildings: 1 tower 18 storeys, 1 tower 15 storeys, 2 towers 7 storeys, 2 at 4 storeys and 2 at 3 storeys with 3 levels of basement carparking. The buildings are to contain 343 residential units with provision for future mixed commercial uses. Verge works are also included. Awnings will encroach on London Circuit and Edinburgh Avenue.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	City	6	2-2	
Canberra Central	City	6	3-3	

-- Involved Parties -----

Role	Name
Objector	Crawford (Withdrawn Obj))
Applicant	Amalgamated Property Group
Lessee	Land Group
Lessee	Dept Of Urban Services
Objector	Rydges Hotels And Resorts
Comment	Bright
Comment	Champ
Objector	Phillips
Objector	Rebenta Pty Limited
Objector	Act For Trees Incorporated
Comment	Manuka Local Area Planning
Objector	Hewat

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Minister Call-In



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

24-MAR-2022 15:37

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 6

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
91	1	202037113	PROPOSAL FOR PUBLIC WORKS ALTERATIONS TO EXISTING COMMERCIAL DEVELOPMENT - Alterations and additions to ground floor commercial tenancies, including preparation for childcare centre, road and verge alterations, addition of outdoor pedestrian plaza and seating pavilion, landscaping, tree removal and associated works.	ANApproval Conditional	08-DEC-20

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

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

24-MAR-2022 15:37

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

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

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

UNIT TITLE CERTIFICATE

Section 119

The Owners - Units Plan No. 3063

Unit No: 15GW

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

Entitlements

Unit Entitlement: **31**
Total Building Entitlements: **10,000**

Managing Agent (Section 119(1)(b))

Name and address of manager (if any) appointed under Section 50 is: **Signature Strata
4/21 Napier Close
DEAKIN ACT 2600**

Contact Phone Number: **02 6185 0347**

Corporation's records can be inspected at (Section 119(1)(l)):

Address: **Signature Strata
4/21 Napier Close
DEAKIN ACT 2600**

Contact Phone Number: **02 6185 0347**

Members of Corporation's executive committee (Section 119(1)(a))

Office	Name	Address
Chairperson	Mr Peter Reynolds	107/3 London Circuit CITY ACT 2601
Secretary	Mark Coyle	115/3 London Circuit CITY ACT 2601
Treasurer	Mr Peter Legge-Wilkinson	63 Westbury Crescent NICHOLLS ACT 2913
Committee	Ms Patrice Christie	8/2 Mews West CANBERRA ACT 2601
	Ms. Gail Tregear	PO Box 59 RED HILL ACT 2603
	Mr Michael Fianagan	PO Box 4131 CANDELO NSW 2550
	Mr Aaron Pecek	14/3 London Circuit CITY ACT 2601
	Mr Mark Deasy	GPO Box 2718 Canberra ACT 2601
	Chris Fishwick	PO Box 376 Civic Square ACT 2608
	Kyla Wilson	54/3 London Circuit CANBERRA ACT 2601
	Mr Allan Busby	100/2 Edinburgh Avenue CITY ACT 2601

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 3063 - Unit 15GW

Funds Details (Section 119(1)(d) (i) to (iv))

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$4,359.20**
 Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/21 to 30/11/21	1,089.80	01/09/21	16/07/21	0.00	01/09/21
01/12/21 to 28/02/22	1,089.80	01/12/21	01/12/21	0.00	01/12/21
01/03/22 to 31/05/22	1,089.80	01/03/22	01/03/22	0.00	01/03/22
01/06/22 to 31/08/22	1,089.80	01/06/22		0.00	01/06/22

Amount (if any) outstanding (credit shown with -) **Nil**
 Paid to **31/05/22**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$2,182.00**
 Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/21 to 30/11/21	545.50	01/09/21	16/07/21	0.00	01/09/21
01/12/21 to 28/02/22	545.50	01/12/21	01/12/21	0.00	01/12/21
01/03/22 to 31/05/22	545.50	01/03/22	01/03/22	0.00	01/03/22
01/06/22 to 31/08/22	545.50	01/06/22		0.00	01/06/22

Amount (if any) outstanding (credit shown with -) **Nil**
 Paid to **31/05/22**

Special contributions payable to Sinking Fund:

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

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

Other amounts owing

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

Nil

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

UNIT TITLE CERTIFICATE**Section 119****Units Plan No. 3063 - Unit 15GW****Insurance Policies (Section 119(1)(c))**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>APPEAL EXPENSES</i> CHUBB INSURANCE AUSTRALIA	93214087	150,000.00	31/01/23	19/01/21	
<i>BUILDING</i> CHUBB INSURANCE AUSTRALIA	93214087	196,054,320.00	31/01/23	19/01/21	198,970.11
<i>BUILDING CATASTROPHE</i> CHUBB INSURANCE AUSTRALIA	93214087	29,408,148.00	31/01/23	19/01/21	
<i>COMMON AREA CONTENTS</i> CHUBB INSURANCE AUSTRALIA	93214087	1,960,543.00	31/01/23	19/01/21	
<i>FIDELITY GUARANTEE</i> CHUBB INSURANCE AUSTRALIA	93214087	100,000.00	31/01/23	19/01/21	
<i>GOVT AUDIT COSTS</i> CHUBB INSURANCE AUSTRALIA	93214087	30,000.00	31/01/23	19/01/21	
<i>JOINT LIABILITY</i> CHUBB INSURANCE AUSTRALIA	93214087	30,000.00	31/01/23	19/01/21	
<i>LEGAL DEFENSE</i> CHUBB INSURANCE AUSTRALIA	93214087	150,000.00	31/01/23	19/01/21	
<i>LOSS OF RENT</i> CHUBB INSURANCE AUSTRALIA	93214087	29,408,148.00	31/01/23	19/01/21	
<i>LOT OWNERS FIXTURES</i> CHUBB INSURANCE AUSTRALIA	93214087	300,000.00	31/01/23	19/01/21	
<i>MACHINERY BREAKDOWN</i> CHUBB INSURANCE AUSTRALIA	93214087	1,000,000.00	31/01/23	19/01/21	
<i>OFFICE BEARERS</i> CHUBB INSURANCE AUSTRALIA	93214087	10,000,000.00	31/01/23	19/01/21	
<i>OTHER</i> CHUBB INSURANCE AUSTRALIA	93214087	5,000,000.00	31/01/23	19/01/21	
<i>PUBLIC LIABILITY</i> CHUBB INSURANCE AUSTRALIA	93214087	30,000,000.00	31/01/23	19/01/21	
<i>VOLUNTARY WORKERS</i> CHUBB INSURANCE AUSTRALIA	93214087	\$500,000.00/\$200,000.00	31/01/23	19/01/21	
<i>WORKERS COMPENSATION</i> CHUBB INSURANCE AUSTRALIA	93214087	as per ACT	31/01/23	19/01/21	

Fund Balances (Section 119(1)(d) (v))

Balances as at: 28 March 2022

Administrative Fund	646,044.04
Sinking Fund	2,825,042.27
Special Purpose Defect	181,458.50

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 3063 - Unit 15GW

Developer Control Period (Section 119(1)(f))

Has the Developer Control Period Expired: Yes

Borrowed Money (Section 119(1)(g))

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

No

Sustainability Infrastructure (Section 119(1)(h))

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

No sustainability infrastructure

Crown Lease Extension Application (Section 119(1)(j))

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

No

Ongoing Development Approval (Section 119(1)(k))

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

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

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

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

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 3063 - Unit 15GW

The Common Seal of the Owners Corporation
U.P. 3063 was affixed on 28 March 2022 by
Signature Strata as the duly authorised officer.

D. McCarthy



Dated at Canberra the **28 March 2022**

Certificate of Currency

Insured:	Metropolitan - Unit Plan 3063
Policy Number:	93214087
Policy Period:	From: 4PM on 31/01/2022 To: 4PM on 31/01/2023
Particulars Of Insurance:	Residential Strata Insurance
Location:	1-3 Gordon Street , Canberra ACT 2601
Sum Insured:	
Building & Common Property:	\$198,014,863
Temporary Accommodation and Loss of Rent:	\$29,408,148
Catastrophe Extension and Owners Improvements:	\$29,408,148
General Liability:	\$30,000,000
Crime Insurance:	\$100,000
Machinery Breakdown:	\$1,000,000
Management Committee Liability:	\$10,000,000
Voluntary Workers (in the aggregate any one period):	\$500,000
Voluntary Workers (per volunteer):	\$200,000
Professional Expenses (in the aggregate any one period):	\$30,000
Appeal Expenses (in the aggregate any one period):	\$150,000
Chubb Proportion:	100%
Date:	01 February 2022

All the values on this Certificate of Currency are correct as at 01 February 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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



Sean Tween | **Chubb Insurance Australia Limited**
Strata Specialist, NSW & ACT

Summary Information

Property Name	The Metropolitan
Property Address	London Circuit, Canberra City
Units Plan Number	UP3063
Number of units	342
Year Building Occupied	2004
Sinking fund report commencement	2018
Inflation figure used P.A.	3.0%
Revision	1.0



This report & estimate has been prepared based upon knowledge and experience of the buildings, instructions from the executive committee and calculated quantities necessary to ascertain replacement, repair or refurbish costs. As with all calculations, there are variables that will affect the accuracy including inflation, market pricing and access constraints. The owners corporation may also bring forward or delay expenditure based upon wear and tear and cosmetic considerations. Life expectancy estimates have been provided and utilised to calculate the accrual and expenditure anticipated, however actual life expectancies will vary depending on the aforementioned issues as well as cosmetic considerations for decorating decisions.



Maintenance													Sinking Fund Expenditure Accrual										
No	Note No	Item	Wdy	1	3	6	12	As Req	Yr Replace	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF	
1		Cleaning																					
1		Ground floor entry lobbies - all surfaces																					
2		Elevators - inside & outside - stainless steel																					
3		Common floor areas of all buildings																					
4		Car park floors & lift entry lobbies																					
5		Emergency exits & stairs																					
6		Building entry/lobby glass																					
7		Apartment external facade																					
8		Soft wash external facade																					
9		Car park horizontal surfaces (inc lights, sprinklers etc)																					
10		Garbage chute cleaning																					
11		Pool & Gymnasium																					
12		Courtyard and BBQ areas																					
13		Cleaning inspections																					
14		Landscaping																					
15		Weeding, keeping garden beds tidy (incl minor pruning)																					
16		Leaf clean up (seasonal)																					
17		Irrigation testing																					
18		Replacement of irrigation systems																					
19		Minor plant replacement																					
20		Major plant replacement																					
21		Fertilise gardens																					
22		Landscaping inspections																					
22		Floor & Wall Finishes																					
23		Re grout ground floor lift lobby entry floor tiling																					
24		Replacement of ground floor lift lobby entry floor tiling																					
25		Re grout basement car park lobby floor tiling																					
26		Replacement of basement car park lobby floor tiling																					
27		Replacement of ground floor lift lobby entry wall tiling																					
28		Regrout floor tiling to change rooms & toilet																					
29		Regrout wall tiling to change rooms & toilet																					
30		Replace floor tiling to change rooms & toilet																					
31		Carpet to common areas																					
32		Gymnasium carpet																					
33		Carpet to stairs																					
34		Regrout pool surround tiling																					
35		Replace pool surround tiling																					
36		Repairs/replacement of pool lining tiles																					
37		Re grout lift lobby entry floor tiling to common area corridors																					
38		Replacement lift lobby entry floor tiling to common area corridors																					
39		Replacement lift lobby entry wall tiling to common area corridors																					
40		Replace entry mats																					
41		Mosaic tiling to lift lobby foyers																					
42		Timber feature panelling to lift lobby foyers																					
43		Wall paper to ground floor entries (L & ET)																					
44		Mosaic feature tiling to pool change area																					
45		Perimeter boundary pavement outside building boundary																					
46		Central driveway pavement																					
47		Artificial grass to courtyards																					
48		Timber decking/paving to courtyard areas																					
49		Paving to courtyards																					
50		Paving to courtyard stairs and steps																					

Maintenance													Sinking Fund Expenditure Accrual																
No	Note No	Wdy	1	2	3	4	5	6	7	8	9	10	11	12	Yr Replace	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF	
																													18
51	Paving to link bridge														2024	50	24,000	484	509	525	540	555	573	590	608	626	645	665	3,928
52	Membranes to garden beds in courtyards														2018	30	630,000	21,830	22,278	22,847	23,856	24,345	25,075	25,827	26,602	27,400	28,222	29,069	154,331
53	Stone paving to private courtyards														2018	1	46,255	49,071	50,944	52,860	54,820	56,825	58,876	60,974	63,120	65,314	67,557	69,849	339,929
54	Tile balcony's & membranes														2018	1	55,181	56,936	58,742	60,599	62,508	64,470	66,486	68,557	70,684	72,867	75,107	77,405	405,530
55	Inspect floor finishes															N/A													
External Painting																													
56	Painting to external concrete columns, fascias/off linings and balcony														2019	15	525,750	36,102	37,185	38,300	39,449	40,633	41,852	43,107	44,400	45,732	47,104	257,585	
57	Painting to vitabond lintel panels														2019	15	199,600	13,705	14,117	14,541	14,977	15,426	15,889	16,366	16,856	17,357	17,869	97,792	
58	Painting to external pergola framing														2019	15	18,200	1,318	1,359	1,399	1,441	1,484	1,528	1,574	1,621	1,670	1,720	9,407	
59	Replacement of external sealants to facade														2019	15	150,000	10,300	10,609	10,927	11,255	11,593	11,941	12,298	12,665	13,043	13,431	73,481	
60	Replacement of sealant to movement joints to carpark														2019	15	20,250	1,391	1,432	1,475	1,519	1,565	1,612	1,660	1,710	1,761	1,814	9,921	
61	Inspect external painting															N/A													
Internal Painting																													
62	Common area walls														2023	7	88,410	13,009	13,369	13,801	14,215	14,642	15,081	15,533	15,998	16,479	16,974	92,819	
63	Common area ceilings														2023	10	38,325	3,947	4,066	4,188	4,314	4,445	4,576	4,713	4,855	5,001	5,151	28,163	
64	Apartment entry doors														2023	7	36,000	5,297	5,458	5,620	5,788	5,962	6,141	6,323	6,515	6,710	6,912	37,785	
65	Pool wall finishes														2023	7	3,600	530	546	562	579	596	614	633	651	671	691	3,780	
66	Pool ceiling finishes														2023	7	10,850	1,597	1,644	1,694	1,745	1,797	1,851	1,906	1,963	2,022	2,083	11,391	
67	Gymnasium wall finishes														2021	5	3,540	728	751	774	797	821	845	871	897	924	851	5,203	
68	Gymnasium ceiling finishes														2021	5	1,650	340	350	361	371	383	394	406	418	431	443	2,425	
69	Ballards and wheel stops, etc to basement carpark														2028	25	1,200	49	51	52	54	56	57	59	61	63	65	353	
70	StairServices cupboard doors														2023	7	82,200	7,581	7,911	8,149	8,383	8,645	8,904	9,171	9,446	9,730	10,022	54,803	
71	Car park line marking														2024	20	32,832	1,691	1,742	1,794	1,848	1,903	1,960	2,019	2,080	2,142	2,206	12,540	
72	Car park bay numbering														2024	20	20,500	1,037	1,088	1,121	1,155	1,189	1,225	1,262	1,301	1,339	1,379	7,540	
73	Paint chevron markings to car park														2024	20	10,000	515	530	546	563	580	597	615	633	652	672	3,575	
74	Concrete floor sealer to waste enclosures														2024	20	36,000	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349	2,419	13,228	
75	Inspect internal painting															N/A													
Door Hardware																													
76	Service doors to fire stairs and the lift														2024	20	348,000	17,822	18,460	19,013	19,584	20,171	20,777	21,400	22,042	22,703	23,384	127,874	
77	Glazed entry lobby doors to building entry points														2019	15	81,000	5,562	5,729	5,901	6,078	6,260	6,448	6,641	6,841	7,046	7,257	39,686	
78	Service courtyard entry gates (apartment)														2024	20	44,000	2,265	2,334	2,404	2,476	2,550	2,627	2,706	2,787	2,871	2,957	16,188	
79	Service apartment entry doors															N/A													
80	Motorised gates to car park entries with mag locks														2024	30	30,000	1,030	1,081	1,093	1,125	1,159	1,194	1,230	1,267	1,305	1,344	7,349	
81	Motor replacement only to car park entry gates														2018	7	6,000	863	909	937	965	994	1,023	1,054	1,086	1,118	1,152	5,288	
82	Motorised roller shutter to waste enclosure														2019	15	16,000	1,089	1,132	1,166	1,201	1,237	1,274	1,312	1,351	1,392	1,434	7,639	
83	Motor replacement to roller shutter to waste enclosure														2018	7	6,000	883	909	937	965	994	1,023	1,054	1,086	1,118	1,152	5,288	
84	Replace roller doors to waste enclosures within basement carpark														2024	20	12,000	618	637	656	675	696	718	738	760	783	806	4,409	
85	Excluded private storage cages in car park															N/A													
86	Review operation of all doors															N/A													
Roof																													
87	Minor repairs														2024	N/A													
88	Replaces flashings as necessary														2024	60	88,475	1,519	1,564	1,611	1,660	1,709	1,761	1,814	1,868	1,924	1,982	10,837	
89	Roof access hatch														2024	30	12,000	412	424	437	450	464	478	492	507	522	538	2,940	
90	Replacement of vergola units to penthouses excluded															N/A													
91	Clean out gutters															N/A													
92	Box gutter repairs														2024	40	17,000	438	451	464	478	493	507	523	538	555	571	3,123	
93	Roof safety access certification															N/A													
94	Inspect roof															N/A													

Maintenance														Sinking Fund Expenditure Accrual																									
No	Item	Note No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	Year 11 to 15 of SF									
			Wkly	Monthly	Quarterly	Half	Yearly	Yr Replace	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027																			
95	Fire Services																																						
96	Inspect & tag fire doors, hydrants & fire hose reels	48							N/A																														
97	Inspect & tag fire doors & frames (apartment doors included)	49							N/A																														
98	Inspect smoke doors & frames	49							N/A																														
99	System test - Fire & EWS	50							N/A																														
100	Full function test per AS1851	50							N/A																														
101	Overhaul RFP	51						2022	30	30,000	1,050	1,051	1,093	1,125	1,159	1,184	1,200	1,257	1,305	1,344	7,349																		
102	Overhaul EWS	52						2047	30	30,000	1,050	1,051	1,093	1,125	1,159	1,184	1,200	1,257	1,305	1,344	7,349																		
103	Review fire services	53							N/A																														
104	Electrical Services																																						
105	Square LED lights to common areas	54						2024	20	72,000	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697	4,838	28,457																		
106	Wall lights	54						2028	15	18,750	1,288	1,326	1,366	1,407	1,449	1,493	1,537	1,583	1,631	1,680	9,186																		
107	Compact fluorescent light	54						2028	15	26,500	1,751	1,804	1,858	1,913	1,971	2,030	2,091	2,154	2,218	2,285	12,493																		
108	Oyster/round lights	54						2028	15	1,000	69	71	73	75	77	80	82	84	87	90	480																		
109	Fluorescent down lights to car park & fire stairs	54						2028	15	181,750	11,107	11,440	11,783	12,137	12,501	12,876	13,262	13,650	14,070	14,482	70,248																		
110	Pendant lights	55						2028	15	20,000	1,373	1,415	1,457	1,501	1,546	1,592	1,640	1,688	1,740	1,782	9,796																		
111	Light fittings behind feature panels to LT & ET entries	56						2029	15	18,000	1,305	1,344	1,384	1,426	1,468	1,512	1,558	1,605	1,653	1,702	9,309																		
112	Perigale downlights	57						2020	10	3,250	335	345	355	366	377	388	400	412	424	437	2,388																		
113	Tree spot lights	58						2020	10	4,000	412	424	437	450	464	478	492	507	522	538	2,940																		
114	Lights to courtyard pavers	59						2020	10	8,000	824	849	874	900	927	955	984	1,013	1,044	1,075	5,879																		
115	Square inset paving lights across link bridge	60						2020	10	15,000	1,648	1,697	1,748	1,801	1,855	1,910	1,968	2,027	2,088	2,150	11,756																		
116	Inset brick lights	61						2018	15	31,500	2,163	2,228	2,295	2,364	2,434	2,508	2,583	2,660	2,740	2,822	15,433																		
117	Street lights	62							N/A																														
118	Replace emergency lights	63							N/A																														
119	Replace exit lights	63							N/A																														
120	External lighting to private balconies	64						2024	20	93,960	4,839	4,984	5,134	5,288	5,446	5,610	5,778	5,951	6,130	6,314	34,526																		
121	Review electrical services and boards								N/A																														
122	Hydraulic Services																																						
123	Hot water storage units - large storage units	65						2019	15	28,000	1,923	1,980	2,040	2,101	2,164	2,229	2,296	2,365	2,436	2,509	13,718																		
124	Hot water storage units - small storage units	65						2019	15	4,000	275	288	291	300	308	318	328	338	348	358	1,960																		
125	Hot water circulating pumps	66						2019	2	5,000	2,575	2,662	2,752	2,814	2,868	2,985	3,075	3,167	3,262	3,360	18,373																		
126	Hot water main pumps	66						2024	5	16,000	3,296	3,395	3,497	3,602	3,710	3,821	3,936	4,054	4,175	4,301	23,517																		
127	Rayspak hot water boiler & control panel	66						2024	20	160,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	10,751	59,793																		
128	Rainwater storage tanks	67						2024	30	18,000	618	637	656	675	696	716	738	760	783	806	4,409																		
129	Water storage tanks	68						2024	10	5,000	515	530	548	568	580	597	615	633	652	672	3,675																		
130	Irrigation pump and control panel	69						2024	20	9,000	484	477	492	506	522	537	553	570	587	605	3,507																		
131	Hand basin to toilet areas	69						2024	20	10,500	541	557	574	591	609	627	646	665	685	706	3,859																		
132	Thermoset mixing valves to common area toilet facilities	69						2019	15	6,000	412	424	437	450	464	478	492	507	522	538	2,940																		
133	Showers to changeroom areas	69						2024	20	5,000	258	265	273	281	290	299	307	317	328	336	1,837																		
134	Stormwater pumps	70						2029	15	10,000	687	707	728	750	773	796	820	845	870	896	4,899																		
135	Cold water supply - Test RPZD valve	71							N/A																														
136	Check graded sumps & clean out debris	71							N/A																														
137	Stormwater pumps & pump well - inspect & check	71							N/A																														
138	Check operation of pressure relief valves to hot water plant	71							N/A																														
139	Check temperature on hot water plant thermostat	71							N/A																														
140	Check operation of apartment thermostatic mixing valves	71							N/A																														
141	Stormwater pumps & pump well - inspect & check	71																																					

Sinking Fund Expenditure Accrual																							
No	Note No	Wdy	1	3	5	6	12	As Req	Yr Replace	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF	
		Way	Mon	Tue	Wed	Thurs	Fri				All figures ex GST												
141								✓	2018	15	48,610	3,407	3,503	3,614	3,722	3,834	3,949	4,068	4,190	4,315	4,445	24,308	
142								✓	2018	20	151,560	7,793	8,029	8,270	8,518	8,773	9,037	9,308	9,587	9,875	10,171	10,478	55,618
143								✓	2025	15	40,000	2,747	2,829	2,914	3,001	3,081	3,178	3,278	3,479	3,584	3,694	19,599	
144								✓	2025	5	10,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	14,688	
145								✓	2018	10	15,000	1,545	1,597	1,659	1,688	1,739	1,781	1,845	1,900	1,957	2,016	11,024	
146								✓															
Sundry Plant																							
147								✓	2018	5	2,000	412	424	437	450	464	478	492	507	522	538	2,940	
148								✓	2018	15	30,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	14,688	
149								✓	2018	7	10,000	1,471	1,516	1,561	1,608	1,656	1,705	1,757	1,810	1,864	1,920	10,468	
150								✓	2029	25	20,000	824	848	874	900	927	955	984	1,013	1,044	1,075	5,879	
151								✓	2019	15	20,000	1,373	1,415	1,457	1,501	1,546	1,592	1,640	1,689	1,740	1,792	9,789	
152								✓	2022	10	5,000	515	530	546	563	580	597	615	633	652	672	3,675	
153								✓	2018	15	15,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	7,249	
154								✓	2019	15	7,500	515	530	546	563	580	597	615	633	652	672	3,675	
155								✓	2019	15	7,500	515	530	546	563	580	597	615	633	652	672	3,675	
156								✓	2018	5	6,000	1,266	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613	8,619	
157								✓															
158								✓															
Miscellaneous Items																							
159								✓	2022	N/A	500,000	17,167	17,692	18,212	18,736	19,321	19,901	20,486	21,113	21,746	22,389	122,465	
160								✓	2020	30	500,000	17,167	17,692	18,212	18,736	19,321	19,901	20,486	21,113	21,746	22,389	122,465	
161								✓	2018	30	250,000	8,983	9,106	9,230	9,354	9,479	9,604	9,729	9,854	9,979	10,104	61,242	
162								✓	2018	30	280,000	9,613	9,802	10,198	10,505	10,802	11,144	11,479	11,823	12,178	12,543	68,991	
163								✓	2035	30	1,000,000	41,200	42,438	43,709	45,027	46,374	47,762	49,195	50,671	52,191	53,757	293,963	
164								✓	2035	30	1,000,000	41,200	42,438	43,709	45,027	46,374	47,762	49,195	50,671	52,191	53,757	293,963	
165								✓	2035	30	1,000,000	34,333	35,363	36,424	37,517	38,642	39,802	40,998	42,226	43,492	44,797	244,970	
166								✓	2024	20	2,000	103	106	109	113	116	119	123	127	130	134	735	
167								✓	2024	20	10,000	515	530	546	563	580	597	615	633	652	672	3,675	
168								✓	2019	15	35,000	2,403	2,475	2,550	2,628	2,705	2,785	2,870	2,956	3,044	3,136	17,146	
169								✓	2019	15	5,000	343	354	364	375	386	398	410	422	435	448	2,450	
170								✓	2034	30	13,500	484	477	462	506	522	553	570	587	605	623	3,307	
171								✓	2034	30	4,000	137	141	146	150	155	159	164	169	174	179	900	
172								✓	2034	30	18,000	618	637	656	675	696	716	735	760	783	806	4,409	
173								✓	2034	30	16,000	548	566	583	600	618	637	655	676	696	717	3,620	
174								✓	2019	15	1,000	69	71	73	75	77	80	82	84	87	91	460	
175								✓	2027	15	5,000	343	354	364	375	386	398	410	422	435	448	2,450	
176								✓	2019	15	2,000	137	141	146	150	155	159	164	169	174	179	900	
177								✓	2019	15	3,000	206	212	219	225	232	239	245	253	261	269	1,470	
178								✓	2019	15	1,500	103	106	109	113	116	119	123	127	130	134	735	
179								✓	2019	15	3,000	206	212	219	225	232	239	245	253	261	269	1,470	
180								✓	2019	15	1,000	69	71	73	75	77	80	82	84	87	91	460	
181								✓	2034	30	3,000	103	106	109	113	116	119	123	127	130	134	735	
182								✓	2034	30	40,000	1,373	1,415	1,457	1,501	1,546	1,592	1,640	1,689	1,740	1,792	9,789	
183								✓	2019	15	500	34	35	36	38	39	40	41	42	43	45	245	
184								✓	2019	5	8,700	1,792	1,848	1,901	1,958	2,017	2,078	2,140	2,204	2,270	2,338	12,767	
185								✓	2019	5	2,500	597	615	634	653	672	693	713	735	757	778	4,262	
186								✓	2019	5	16,800	3,461	3,565	3,672	3,782	3,895	4,012	4,132	4,256	4,384	4,516	24,693	
187								✓	2019	5	5,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	7,249	
188								✓	2019	5	22,200	4,573	4,710	4,852	4,997	5,147	5,302	5,461	5,624	5,793	5,967	32,630	
189								✓	2033	15	3,000	206	212	219	225	232	239	245	253	261	269	1,470	
190								✓	2033	15	3,200	220	226	233	240	247	255	262	270	278	287	1,558	
191								✓	2033	15	3,200	220	226	233	240	247	255	262	270	278	287	1,558	

Maintenance										Sinking Fund Expenditure Accrual													
No	Note No	Item	Wdy	1	3	5	12	As Req	Yr Replace	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF	
			Month	Month	Month	Month	Month				All figures ex GST												
182	90	Weights machine - row	✓	✓	✓	✓	✓	✓	2033	15	3,200	220	225	233	240	247	255	262	270	278	287	287	1,589
183	90	Free weight bar							2033	15	10,000	687	707	728	750	773	795	820	845	870	895	896	4,898
184	90	Associated free weights							2033	15	3,300	227	233	240	246	255	263	271	279	287	296	296	1,517
185	90	Weight rack							2033	15	1,000	69	71	73	75	77	80	82	84	87	90	90	480
186	81	TV's to gymnasium							2019	15	6,000	412	424	437	450	464	479	492	507	522	538	538	2,540
187	92	BBC							2029	25	10,000	687	707	728	750	773	795	820	845	870	895	896	4,898
188		Fake pot plants - Indoor							2029	25	9,000	371	382	393	405	417	430	443	456	470	484	484	2,646
189		Fake pot plants - Outdoor							2029	25	7,500	309	318	328	338	348	358	369	380	391	403	403	2,205
200		Building Manager office - Maintenance							2029	15	25,000	1,717	1,768	1,821	1,876	1,932	1,990	2,050	2,111	2,175	2,240	2,240	12,248
201		Excluded - Paper towel dispensers/roll holder/hand driers/soap dispensers																					
202		Excluded - Visible links to package chute access doors																					
203		Excluded - Louvers																					
204		Excluded - Balustrades including glazed balustrades																					
205		Excluded - Brickwork facade																					
206		Contingency							2018	1	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	67,196	367,454
Total											632,837	657,878	677,122	691,286	711,394	730,553	749,764	769,028	788,346	807,718	827,145	827,145	4,519,602

Note: - Yr 11 to 15 of SF is where expenditure has not been scheduled in this 10 year plan, but is money that has to continue to be accrued beyond the 10 years of this plan until the time of anticipated expenditure. The value in this column is the projected expenditure for the 5 years beyond the 10 years of this sinking fund.

Colour Key
Year for anticipated expenditure
Item covered by maintenance budget

Note	Comment
1	The external façade of the building will need to be soft washed to remove accumulated grime, bird droppings etc that will gradually stain the external walls of the buildings. This item allows for the washing of the façade, which will also be done prior to the repainting of the painted building elements.
2	Inspection of cleaning for quality and improvement - should be conducted with cleaner & manager and a formal report issued to the cleaning company for action as appropriate
3	Suggest that this should be done as required during routine maintenance, but the landscaping scope should require 3 monthly testing - include as maintenance cost, not sinking fund, as failures tend to be random, however major component replacement would be done as a separate exercise.
4	Minor plant replacement is an allowance in addition to any landscaping maintenance budget and allows a rolling schedule of replacement of aged plants every 5 years.
5	Major plant replacement is an allowance in addition to any landscaping maintenance budget for the removal of planting that has aged or become oversized including stump grinding necessary.
6	Landscaping inspections should be conducted to assess that the level of maintenance is meeting the scoped requirements and to identify plant replacement, irrigation performance & operation, trip/water run off hazards and any additional items requiring attention.
7	This is to rake out the old grout and replace with new - only required if the old breaks down or gets stained
8	Suggest that any tile replacement be done as a redecorating decision, possibly a special levy when it is decided to refresh. Life expectancy of 30 years will vary in heavily trafficked areas.
9	Carpet replacement to corridors be done as a redecorating decision, possibly a special levy when it is decided to refresh. 15 years is a reasonable life expectancy for carpet to these areas.
10	Repair to the floor tiling to the pool is expected due to the movement joint around the pool. At present the floor tiling has lifted and is a potential trip hazard. As these tiles have lifted they will allow water to get in under the remaining tiles and cause these tiles to also lift and become drummy over time. As per note 7 the condition of the grout also needs to be monitored during cleaning to ensure these tiles remain soundly fixed to the concrete substrate. Replacement of the tiles aside from those required for repair can be expected as a part of any redecorating decisions.
11	The pool lining appears to be in good condition and is unlikely to need total replacement and hence this item is recommended to be included in the annual maintenance budget for any minor repairs that may be required.
12	The need to replace entry mats will be dependent on use and the effectiveness of the cleaning to the building entry points.
13	Mosaic tiling is unlikely to need replacing and is only likely to be necessary as a part of any redecorating decisions. Any minor repairs necessary are likely to be due to damage by the residents and suggest any repairs require be included in the annual maintenance budget.
14	The feature timber panelling and wall paper finishes to the lift lobby's suggest that it is only likely to need replacement due to damage by the residents or due to any decorating decisions. Hence suggest this item be included in the annual maintenance budget for any repairs required.
15	Repairs to external paved surfaces to the perimeter of the building is considered a maintenance cost as it is not expected that these surfaces will require replacement unless damaged by heavy equipment use such as removalist vans or other heavy impact to the paved surfaces. The footpaths external to the building are a Territory asset not requiring any allowance for repair or maintenance. A maintenance figure is suggested to be allowed for these areas to keep them compliant reducing exposure to personal injury claim issues.
16	Replacement of the artificial grass to the courtyard will be subject to annual inspections. It is unlikely to be subjected to heavy traffic but may deteriorate due to UV exposure over time. Replacement is likely to be driven by aesthetics and or a need to mitigate any trip hazard concerns and or redecorating decisions
17	Replacement of the timber seating can be prolonged through proactive maintenance of these items. Regular inspections noted on change of seasons to ensure the items are able to best cope with the weather conditions.
18	Significant work to the courtyards is likely to be driven by any need to repair the waterproofing membranes that leak into the basement below and as such this item is likely to coincide with a number of other items in this sinking fund.
19	Replacement of the courtyard membrane will impact upon the finished surfaces above paving and landscaped areas. Hence a requirement to replace will require expenditure on a number of other items in this sinking fund.

Note	Comment
20	Stone paving / Tiling and membrane failures to balconies has been a problematic issue since this building was completed. It is therefore expected that a number of balcony's will need to be redone annually. This allowance includes for replacement of approximately 7 (5 tiled & 2 stone) typical unit balcony replacements per year. This will need monitoring, as with the building aging, deterioration may accelerate, and the allowed number of balconies may need to be increased.
21	Inspections of floor finishes throughout the facility should be to ascertain damage, stretched carpet needing re stretching, the condition of the grout to the tiles and the lift car floor finish. Recommended actions to be put to EC for planning forward expenditure.
22	Repainting of the concrete elements, fascia, balcony soffit and eaves linings can be expected to be necessary every 10-15 years subject to the weather conditions and or water damages to due water leaks to balconies above and roof/facade leaks.
23	The facade to this building primarily face brick work for the lower levels and with infill prefinished panels to the window frame facade. A number of the prefinished panels have deteriorated and are in need of repair. Replacement of these panels is considered a high risk as access to the facade is limited to rope access. Repainting is recommended in lieu of replacement and advice on the paint system will need to be discussed with a paint supplier to ensure the longevity of the repair. The necessity for repainting can be monitored when window cleaning is scheduled.
24	The condition of the pergola framing can be monitored similar to the courtyard sealing to ensure adequacy of coating on this item is still sufficiently protected to cope with the weather conditions ahead.
25	Replacement of sealant and window gaskets is expected to be a significant issue and if not actioned is likely to be a probable source of any ongoing water leaks. The building is 13 years old and many of the sealants and window gaskets have deteriorated with the building movement over the years. The necessity for replacement will be likely driven by reports of ongoing leaks into apartments.
26	Replacement of the mastic movement joints to the basement carpark will be necessary shortly as these joints have shrunk and are showing signs of significant failure.
27	Painting inspections should be to set maintenance requirements for the following year based on observed wear and tear particularly in lobby and high use areas, plus to identify any area needing additional attention or to establish if water leaks have occurred.
28	More frequent painting of the common area walls is noted over the repainting of the common area ceilings. However, it does not make sense to paint walls, and not paint the ceilings at the same time. Regular inspection in particular of the common area ceilings exposed to the elements is recommended to again minimise any consequential damage due to water leaks.
29	Doors should be repainted at the same time as the corridor walls - apartment access will be an issue, as the doors have to be open to paint.
30	Repainting to the pool area can be expected to be necessary more frequently due to the humid/moist environment. Regular monitoring of the painted surfaces in the pool area is recommended to ensure early detection of any signs of paint deterioration.
31	Repainting to the gymnasium areas are likely to be subjected to high wear due to the activity in this spaces. Regular monitoring of the painted surfaces in the gymnasium areas is recommended to ensure early detection of any signs of paint deterioration.
32	Repainting of the line marking/park space numbers/chevron areas/waste enclosures will be subject to use and the schedule cleaning of these areas. Repainting of the these areas needs to be considered to ensure cars parked in correct locations and that vehicles and pedestrians can establish their designated path of travel/egress.
33	Doors should be repainted at the same time as the other areas of the building to ensure these doors are maintained in good order as they service to protect access to equipment/ electrical boards that are required to be secured and or accessible if required during emergencies.
34	Painting inspections should be to set maintenance requirements for the following year based on observed wear and tear particularly in lobby and high use areas, plus to identify any area needing additional attention or to establish if water leaks have occurred.
35	Allowance included for replacement of door hardware to service cupboards, fire stairs and the like are required to be maintained in good working order to ensure they are secured and or accessible if required during emergencies.
36	Allowance included for replacement of door hardware to all common area doors. Not apartment doors. Allowance is for general wear and tear to these high traffic doors.

Note	Comment
37	Repairs to the private courtyard gates could ultimately be considered an issue for these ground floor and courtyard apartment owners to consider. The EC will need to discuss and agree on the responsibility regarding the replacement of these gates and in fact the courtyard dividing screens/fencing.
38	Repairs to the entry doors of each apartment is not considered a EC issue to consider. The EC needs to ensure the apartment owners understand it is considered their responsibility to maintain the door and door hardware to the apartment entry door/s.
39	Separate allowances included for the replacement of the entire entry gate and the motor/gearbox. The motor/gearbox will require replacement firstly but over time wear and tear may impact the gate construction dictating the need for total replacement, hence 2 separate items shown.
40	Replacement of roller shutters to the waste enclosures within the basement areas are subject to use and the amount of use will ultimately determine when these doors are replaced. Regular maintenance and checks on these doors will assist with the necessity for these doors to be replaced.
41	Simple operational check - make sure they close & latch properly and remain compliant, and that roller doors are operating correctly. Electric strikes are part of security maintenance
42	Annual maintenance checks to be carried out and minor repairs to flashings, gutters, downpipes etc, - should be covered in included in maintenance budget.
43	Allowance to replace existing Colourbond flashings as required.
44	Allowance to replace roof access hatches as required - these are subject to more wear & tear than other roof items.
45	Replacement of the vergolas to the upper floor units where they exist is considered an item for the individual apartment owners to consider and as such is not included in the sinking fund.
46	Gutters will eventually need replacing as pooling of water with leaf debris will cause gutters to rust and cause leaks. Allowance is included in the plan for their replacement.
47	The roof safety system should last the life of the building and not ever need replacement. Annual certification of the roof safety system is required and this is deemed to be included in the maintenance budget. Maintenance to include servicing of roof access hatch and any associated ladder access
48	Fire services are subject to a maintenance contract - all routine replacements such as extinguishers or repairs to hose reels should be covered under maintenance per AS 1851. Testing of the fire system panel and EWIS system should also be part of this contract
49	Fire door inspection is covered by AS 1851 - 3, 6 and 12 monthly inspections of doors are required - however for the residential apartment entry doors, the 3 and 6 monthly inspections are not required.
50	The annual fire system review will be carried out by the fire service subcontractor, in association with the mechanical and access equipment maintenance contractors with whom the fire panel interfaces. AS 1851 spells out the requirements for a full function test. Upon receipt of the report, the EC needs to action the recommendations and instigate repairs required. It may be worthwhile engaging a specialist consultant for advice on any significant issues. The testing also includes the operation of the emergency lighting system.
51	This is to replace the main fire indicator panel (FIP) & associated intelligence at the end of its serviceable life. Infinity Fire Services have advised this panel if it requires reprogramming will still need to be undertaken by Chubb Fire. Replacement of this panel however can be expected within the next 15 years.
52	The EWIS panel has recently been replaced and has a life expectancy of 30 years. Regular annual maintenance will reconfirm the effectiveness of this panel.
53	This is an item ensure that all fire service items have been checked, including extinguishers, hydrants, hose reels for current tags, and inspection of fire doors, smoke detectors and the like has been conducted, and emergency lighting tests have been conducted. At this time, the report from the party engaged to carry out the systems check should be formally reviewed, and recommendations acted upon. This walk-through review should be conducted annually.
54	LED globes have a life expectancy of around 50,000 hours, which equates to around 6-years' service. The LED strips in the fittings would normally be replaced as a routine maintenance item as they fail. This item allows for the replacement of the fittings which should have a reasonable life expectancy unless damaged by occupiers of the building.
55	The pendant lights to the building entry lobbies have recently been replaced and further replacement is only likely for further redecoration decisions and or the necessity to install a more efficient light fitting.
56	The batten lights behind the timber feature wall linings to the building entry lobbies are only likely to require replacement due to any redecoration decisions and or the necessity to install more efficient light fittings.
57	The pergola light fittings will need to be maintained in good working order to ensure the apartment holders are able to effectively use the BBQ areas to the courtyards.

Note	Comment
68	The tree spotlight fittings are considered an aesthetics consideration rather than for general lighting and ultimate replacement of these lights will need to be considered by the EC when and if required.
69	The paver light fittings could be considered as egress lighting and will be need to be maintained to ensure the buildings egress paths remain well lit.
60	The light fittings inset into the pavers could be consider as egress lighting and will be need to be maintained to ensure the buildings egress paths remain well lit.
61	The light fittings inset into the block walls could be consider as egress lighting and will be need to be maintained to ensure the buildings egress paths remain well lit.
62	Replacement of the globes to the external light fittings is considered a maintenance expense as its upkeep is required to ensure adequate lighting exists around the buildings providing safe egress to the various entr/exits.
63	Emergency light fittings must be tested every 6 months. This test should be covered by a maintenance contract - generally best done with the fire system related inspections. Generally, approximately 10% of emergency fittings will fail each year, and this should also be allowed for in the maintenance budget.
64	The review of electrical services should include for the infra-red imaging check of Main and Distribution electrical boards - this will highlight potential problems before they become a potentially bigger problem. The cost should be less than \$10,000 to do all boards, so it should be funded from maintenance - every 5 years
65	The hot water system comprises a number of large and small hot water storage units. These units have been replaced since the building was completed and the life expectancy of these units can be up to 15 years however failure will be random, and replacement will be done on an as needs basis, and most likely be funded from the maintenance budget.
66	The complex has a number of circulating pumps throughout. These items are required to be checked and replaced as necessary to ensure the hot water system in the complex is effective.
67	The rain water tanks are unlikely to need replacement unless leaks are found, most likely caused by physical damage. Replacement of these items to be determined through regular inspections. Access to replace any tank is likely to be most challenging aspect of the tanks replacement if required.
68	Irrigation repairs to ensure the system remains effective are considered an annual maintenance costs. However replacement of the pumps and control panel can be expected within the next 5-10 years.
69	Maintenance of the plumbing fixtures to the change rooms, accessible toilets to the common areas will be subject to use. The annual maintenance budget will have consideration towards minor repairs and hence only complete replacement of these items is considered in the sinking fund.
70	The storm water pumps should be covered by a maintenance contract, and operation should be checked annually. Storm water pumps will require replacement as they fail and the life expectancy will be dependent on their use.
71	A number of items have been identified in the operational and maintenance manual prepared by the hydraulic contractor as requiring inspection and maintenance. Inspection of these items is required as recommended by the contractor.
72	Advice from Smart Design was sought on the access control and intercom systems in the complex. Electric strike failures will likely be random, and be replaced as failures occur via the maintenance budget. The access control and intercom systems via the lifts are interlinked and hence replacement of these items is likely to be concurrent. The intercom system replacement will also require the handset unit in each apartment to be replaced.
73	The CCTV system will ultimately require replacement when the installation is considered outdated and insufficient for the needs of the buildings occupants. Typically this equipment is continually being upgraded and hence will become obsolete quickly and with replacement likely to be the most cost effective solution to upgrade.
74	Data storage and UPS batteries for the CCTV. These items will need to be replaced every 5 years to ensure their performance can be relied upon. The environment in which these items are located will have a significant impact on their life span.
75	The boom gate the Mews we understand is due for replacement. The boom is subject to heavy use and life expectancy of this item will be determined by the number of repairs required due to misuse also.
76	Operational check - make sure everything is working as required
77	These fans are set to run 24/7, hence a short 5-year life expectancy is noted for these items. Regular inspections are required to ensure they are operating effectively
78	The fans to the car park will operate as required and the extent of time they are in operation will be subject to the number of car movements and potentially only in operation during peaks time of the day. Hence these items are difficult to assess in terms of their life expectancy.

Note	Comment
79	These stair pressurisation fans are required to be maintained as a part of the fire safety systems for the complex. These fans will only run when a fire alarm occurs hence the life expectancy of these fans is difficult to forecast given their expected intermittent use. The correct operation of these fans and the fire doors to the stairwells of LT & ET must be checked in accordance with the relevant Australian Standard as part of the full function fire test.
80	Exhaust ventilation to the pool / changeroom / gymnasium areas will require replacement based upon failure. Regular maintenance will ultimately determine when these fans need to be replaced. Note access to replace this fans is likely to be an issue also as a part of the ceiling may need to be removed to facilitate the fan/s replacement.
81	The spill air conditioning unit in the communications room is crucial to be monitored and maintained as the impact of high temperatures on the equipment contained in this room could damage the equipment and pose a significant replacement cost for the owners. Regular maintenance checks of this a/c unit via a service contract is recommended.
82	Some condensing units are not located on the balcony of the unit that it serves and hence some are located in 'common property areas'. It has been assumed though the servicing these units remains however the responsibility of the Owners. Replacement of these condensing units will subject to usage, but regular inspection of these condensing units is required to ensure the area is kept clear of debris and hence the operation of the condensers is not compromised. A problem down the track for remote mounted condenser units is the compatibility and size of the pipework between the indoor and outdoor unit in the case of replacement due to failure - access to replace pipework is difficult if not bordering on impossible.
83	The TV antennae system is not a big cost, repairs would be ad-hoc & on an as required basis, therefore covered by the maintenance budget. Note it has been assumed cabling for Foxtel or NBN reticulation has already been installed to the facility.
84	Advice on the lift services in the complex was sought from OTIS Elevators. The items included in the sinking fund reflect the advice provided by OTIS Elevators and the likely life expectancy periods. It is noted however the controls/finishes, button door operators are likely to be replaced within the next few years and provided these repairs are done then the lift life can be extended by 15 years and hence the 30 year life expectancy period noted.
85	Advice on the sauna has been unable to be obtained however we understand the linings to the sauna are expected to be renewed shortly. The sauna steam heater has recently been replaced
86	Maintenance of the joinery fixtures to the change rooms, accessible toilets to the common areas will be subject to use & damage. The annual maintenance budget will have consideration towards minor repairs and hence only whole replacement of these items is considered in the sinking fund.
87	Advice on the pool equipment has been unable to be obtained, however we understand the pool has been regularly maintained by the original installer since the building was occupied.
88	The condition of the equipment used re waste disposal services is not known however it is likely these item will require replacement over time. Regular maintenance of these items will ensure the life expectancy of these items is maximised. Replacement of the batteries to the forklift is considered a maintenance item.
89	The gymnasium electronic equipment is subject to regular use. Advice received on electronic gymnasium equipment is that is likely to need replacement after 5 years.
90	New equipment has recently been installed in the gymnasium. The gymnasium non electronic equipment. Is likely to have a long life expectancy and likely to only need replacement due to theft or a change on the requirements of the equipment being provider for the buildings occupants to use. Regular maintenance to all moving parts of these equipment is recommended to minimise maintenance costs and replacement of components.
91	Televisions to the Gymnasium can be expected to require replacement every 10-15 years and or as damaged by the users of the Gymnasium.
92	The BBQ's to the courtyards, we understand, have been recently overhauled and therefore likely to not require a major overhaul for some time provided regular periodic maintenance is scheduled.
93	An allowance has been included for replacement of finishes, filments and fixtures to the Building Managers office.
94	A contingency allowance has been included to cover extraordinary items requiring replacement and or repair that are not able to be included in the annual maintenance budget.



Sinking Fund Expenditure														
Note	Yr Replacement	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF
			All figures ex GST											
8	2020	10	80,000.00	-	-	87,418	-	-	-	-	-	-	-	117,483
Landscaping														
17	2019	15	23,205.50	-	24,620	-	-	-	-	-	-	-	-	-
18	2019	15	5,890.50	-	6,186	-	-	-	-	-	-	-	-	-
19	2034	30	23,322.00	-	-	-	-	-	-	-	-	-	-	-
Floor & Wall Finishes														
22	2019	15	14,050.00	-	14,906	-	-	-	-	-	-	-	-	-
23	2019	30	98,350.00	-	-	-	-	-	-	-	-	-	-	-
24	2019	15	3,200.00	-	3,395	-	-	-	-	-	-	-	-	-
25	2034	30	22,400.00	-	-	-	-	-	-	-	-	-	-	-
26	2044	40	125,300.00	-	-	-	-	-	-	-	-	-	-	-
27	2019	15	5,300.00	-	5,623	-	-	-	-	-	-	-	-	-
28	2019	15	7,200.00	-	7,638	-	-	-	-	-	-	-	-	-
29	2034	30	31,300.00	-	-	-	-	-	-	-	-	-	-	-
30	2034	30	43,300.00	-	-	-	-	-	-	-	-	-	-	-
31	2030	15	185,000.00	-	-	-	-	-	-	-	-	-	-	-
32	2024	10	11,500.00	-	-	-	-	-	-	13,529	-	-	-	273,147
33	2029	15	27,600.00	-	-	-	-	-	-	-	-	-	-	39,351
34	2012	15	6,900.00	-	-	-	-	-	-	-	-	-	-	10,954
35	2018	30	47,500.00	49,028	-	-	-	-	-	-	-	-	-	-
37	2019	15	8,000.00	-	8,548	-	-	-	-	-	-	-	-	-
38	2034	30	63,200.00	-	-	-	-	-	-	-	-	-	-	-
39	2044	40	55,900.00	-	-	-	-	-	-	-	-	-	-	-
40	2019	15	13,500.00	-	14,322	-	-	-	-	-	-	-	-	-
41	2034	30	18,500.00	-	-	-	-	-	-	-	-	-	-	-
42	2034	30	19,200.00	-	-	-	-	-	-	-	-	-	-	-
43	2032	15	8,760.00	-	-	-	-	-	-	-	-	-	-	15,190
44	2034	30	10,300.00	-	-	-	-	-	-	-	-	-	-	-
45	2054	50	662,230.00	-	-	-	-	-	-	-	-	-	-	-
46	2054	50	282,000.00	-	-	-	-	-	-	-	-	-	-	-
47	2034	30	46,200.00	-	-	-	-	-	-	-	-	-	-	-
48	2029	25	10,000.00	-	-	-	-	-	-	-	-	-	-	14,258
49	2034	30	757,200.00	-	-	-	-	-	-	-	-	-	-	-
50	2034	30	70,300.00	-	-	-	-	-	-	-	-	-	-	-
51	2034	30	24,000.00	-	-	-	-	-	-	-	-	-	-	-
52	2018	1	630,000.00	-	-	-	-	-	-	-	-	-	-	-
53	2018	1	45,254.55	47,642	48,071	50,544	52,060	53,622	55,230	56,887	59,594	62,152	64,719	339,628
54	2018	1	55,181.02	56,836	58,542	60,298	62,107	63,970	65,889	67,866	69,902	71,999	74,159	405,530
External Painting														
56	2019	15	525,750.00	-	557,766	-	-	-	-	-	-	-	-	-
57	2019	15	199,690.00	-	211,766	-	-	-	-	-	-	-	-	-
58	2019	15	19,200.00	-	20,369	-	-	-	-	-	-	-	-	-
59	2019	15	150,000.00	-	156,135	-	-	-	-	-	-	-	-	-
60	2019	15	20,250.00	-	21,463	-	-	-	-	-	-	-	-	-
Internal Painting														
62	2023	7	88,410.00	-	-	-	-	-	105,666	-	-	-	-	129,853
63	2023	10	38,325.00	-	-	-	-	-	45,762	-	-	-	-	52,867
64	2023	7	36,000.00	-	-	-	-	-	42,986	-	-	-	-	5,287
65	2023	7	3,600.00	-	-	-	-	-	4,298	-	-	-	-	15,934
66	2023	7	10,850.00	-	-	-	-	-	12,855	-	-	-	-	4,619
67	2021	5	3,540.00	-	-	-	3,984	-	-	-	-	-	-	3,355
68	2021	5	1,650.00	-	-	-	1,857	-	-	-	-	-	-	2,486
69	2029	25	1,200.00	-	-	-	-	-	62,330	-	-	-	-	1,711
70	2023	7	52,200.00	-	-	-	-	-	40,379	-	-	-	-	76,657
71	2024	20	32,632.00	-	-	-	-	-	-	-	-	-	-	-

Sinking Fund Expenditure

Note	Yr Replacement	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2025	2027	Year 11 to 15 of SF
72	32	20	20,520.00	-	-	-	-	-	-	25,237	-	-	-	-
73	32	20	81,000.00	-	-	-	-	-	-	10,000.00	-	-	-	-
74	32	20	36,000.00	-	-	-	-	-	-	44,275	-	-	-	-
Door Hardware														
76	35	20	348,000.00	-	-	-	-	-	-	427,988	-	-	-	-
77	36	15	81,000.00	-	66,933	-	-	-	-	-	-	-	-	-
78	37	20	44,000.00	-	-	-	-	-	-	54,114	-	-	-	-
80	39	30	30,000.00	-	-	-	-	-	-	-	-	-	-	-
81	39	7	8,000.00	6,180	-	-	-	-	-	-	7,801	-	-	9,348
82	40	15	18,000.00	-	18,974	-	-	-	-	-	-	-	-	-
83	40	7	8,000.00	6,180	-	-	-	-	-	-	7,801	-	-	9,348
84	40	20	12,000.00	-	-	-	-	-	-	14,758	-	-	-	-
Roof														
88	43	60	88,475.00	-	-	-	-	-	-	-	-	-	-	-
89	44	30	12,000.00	-	-	-	-	-	-	-	-	-	-	-
92	46	40	17,000.00	-	-	-	-	-	-	-	-	-	-	-
Fire Services														
100	51	30	30,000.00	-	-	-	-	-	-	-	-	-	-	46,739
101	52	30	30,000.00	-	-	-	-	-	-	-	-	-	-	-
Electrical Services														
103	54	20	72,000.00	-	-	-	-	-	-	-	-	-	-	-
104	54	15	18,750.00	-	-	-	-	-	-	-	-	-	-	28,733
105	54	15	25,600.00	-	-	-	-	-	-	-	-	-	-	35,357
106	54	15	1,000.00	-	-	-	-	-	-	-	-	-	-	1,426
107	54	15	167,750.00	-	-	-	-	-	-	-	-	-	-	230,637
108	55	16	20,000.00	-	-	-	-	-	-	-	-	-	-	28,515
109	56	16	19,000.00	-	-	-	-	-	-	-	-	-	-	27,089
110	57	10	3,250.00	-	-	3,551	-	-	-	-	-	-	-	4,773
111	58	10	4,000.00	-	-	4,371	-	-	-	-	-	-	-	5,874
112	59	10	8,000.00	-	-	8,742	-	-	-	-	-	-	-	11,748
113	60	10	16,000.00	-	-	17,484	-	-	-	-	-	-	-	23,497
114	61	15	31,500.00	32,445	-	-	-	-	-	-	-	-	-	-
118	62	20	93,960.00	-	-	-	-	-	-	115,559	-	-	-	-
Hydraulic Services														
120	65	15	28,000.00	-	26,705	-	-	-	-	-	-	-	-	-
121	66	15	4,000.00	-	4,244	-	-	-	-	-	-	-	-	-
122	66	2	5,000.00	-	5,303	-	5,628	-	5,970	-	-	6,394	6,720	14,692
123	66	2	5,000.00	-	-	-	-	18,548	-	-	-	-	21,503	24,927
124	66	5	18,000.00	-	-	-	-	-	-	196,780	-	-	-	-
125	67	20	160,000.00	-	-	-	-	-	-	-	-	-	-	-
126	67	30	18,000.00	-	-	-	-	-	-	-	-	-	6,720	-
128	68	10	5,000.00	-	-	-	-	-	-	-	-	-	-	-
129	68	20	9,000.00	-	-	-	-	-	-	11,089	-	-	-	-
127	69	10	5,000.00	-	-	-	-	-	-	12,914	-	-	-	-
128	69	20	10,000.00	-	-	-	-	-	-	-	-	-	-	-
129	69	15	6,000.00	-	6,385	-	-	-	-	-	-	-	-	-
130	69	20	5,000.00	-	-	-	-	-	-	6,148	-	-	-	-
131	70	15	10,000.00	-	-	-	-	-	-	-	-	-	-	14,258
Access control & security system														
141	72	15	49,610.00	51,088	-	-	-	-	-	-	-	-	-	-
142	72	20	161,860.00	155,901	-	-	-	-	-	-	-	-	-	-
143	73	15	40,000.00	-	-	-	-	-	-	-	50,871	-	-	-
144	74	5	10,000.00	-	-	-	-	-	-	-	12,668	-	-	14,895
145	75	10	15,000.00	15,450	-	-	-	-	-	-	-	-	-	20,764
Sundry Plant														
147	77	5	2,000.00	2,060	-	-	-	-	2,388	-	-	-	-	-
148	78	15	30,000.00	-	31,827	-	-	-	-	-	-	-	-	2,768



Sinking Fund Expenditure

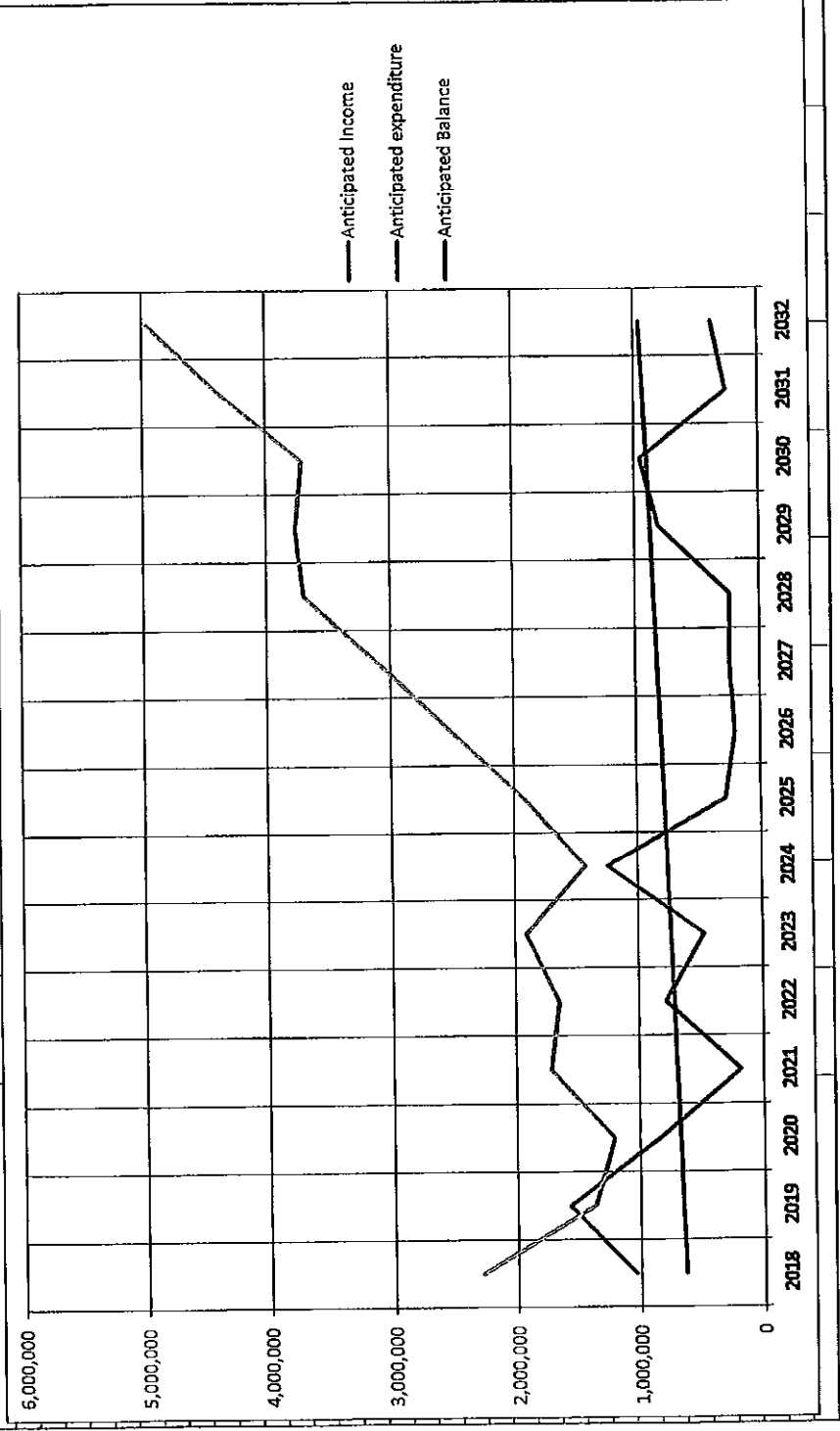
Note	Yr Replacement	Life Expectancy	Replacement Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Year 11 to 15 of SF
149	CO2 sensors to car park exhaust	7	10,000.00	10,300	-	-	-	-	-	-	12,568	-	-	15,560
150	Stair pressurisation fans to LT & ET	25	20,000.00	-	-	-	-	-	-	-	-	-	-	28,515
151	Ventilation to change rooms	15	20,000.00	-	21,218	-	-	-	-	-	-	-	-	7,790
152	Communications room air-conditioning	10	5,000.00	-	-	-	-	5,796	-	-	-	-	-	-
153	Pool ventilation	15	15,000.00	-	15,914	-	-	-	-	-	-	-	-	-
154	Gymnasium - Level 1 air-conditioning	15	7,500.00	-	7,957	-	-	-	-	-	-	-	-	-
155	Gymnasium - Ground floor air-conditioning	15	7,500.00	-	7,957	-	-	-	-	-	-	-	-	-
156	Garbage chute exhaust fans	5	6,000.00	6,180	-	-	-	-	7,164	-	-	-	-	8,305
Miscellaneous Items														
160	Lift Controller upgrades	30	600,000.00	-	-	-	-	579,657	-	-	-	-	-	-
161	Lift door operator and header Upgrades	30	500,000.00	-	-	546,364	-	-	-	-	-	-	-	-
162	Lift fixtures (lift control buttons, etc upgrades)	30	250,000.00	257,500	-	-	-	-	-	-	-	-	-	-
163	Lift car interiors upgrades	30	280,000.00	288,400	-	-	-	-	-	-	-	-	-	-
164	Lift replacement - low rise	30	1,200,000.00	-	-	-	-	-	-	-	-	-	-	-
165	Lift replacement - high rise	30	1,000,000.00	-	-	-	-	-	-	-	-	-	-	-
166	Mirrors to toilets/change rooms	20	2,000.00	-	-	-	-	-	-	2,460	-	-	-	-
167	Mirrors to gym	20	10,000.00	-	37,132	-	-	-	-	12,299	-	-	-	-
168	Sauna - replacement of linings and finishes	15	35,000.00	-	5,305	-	-	-	-	-	-	-	-	-
169	Sauna - heater	15	5,000.00	-	-	-	-	-	-	-	-	-	-	-
170	Toilet partitions to change rooms	30	13,500.00	-	-	-	-	-	-	-	-	-	-	-
171	Vanity benches to change rooms	30	4,000.00	-	-	-	-	-	-	-	-	-	-	-
172	Benches to change room/pool area	30	18,000.00	-	-	-	-	-	-	-	-	-	-	-
173	Lockers	30	15,000.00	-	-	-	-	-	-	-	-	-	-	-
174	Pool lap lining	15	1,000.00	-	1,061	-	-	-	-	-	-	-	-	-
175	Raypak pool heater	15	5,000.00	-	2,122	-	-	-	-	-	-	-	6,720	-
176	Pool water treatment	15	2,000.00	-	-	-	-	-	-	-	-	-	-	-
177	Pool pumps	15	3,000.00	-	3,183	-	-	-	-	-	-	-	-	-
178	Pool sand filters	15	1,500.00	-	1,591	-	-	-	-	-	-	-	-	-
179	Pool chemical pump and chemistry control panel	15	3,000.00	-	3,163	-	-	-	-	-	-	-	-	-
180	1000L tank for pool balancing	15	1,000.00	-	1,061	-	-	-	-	-	-	-	-	-
181	Waste bin lifter	30	3,000.00	-	-	-	-	-	-	-	-	-	-	-
182	Electric forklift to waste bin enclosure	30	40,000.00	-	-	-	-	-	-	-	-	-	-	-
183	Karcher cleaner	15	500.00	-	580	-	-	-	-	-	-	-	-	-
184	Exercise bike	5	8,700.00	-	9,280	-	-	-	-	10,700	-	-	-	12,404
185	Exercise bike - layback seat	5	2,900.00	-	3,077	-	-	-	-	3,567	-	-	-	4,135
186	Cross trainer	5	15,800.00	-	17,823	-	-	-	-	20,662	-	-	-	23,953
187	Rowing machine	5	5,000.00	-	5,305	-	-	-	-	6,149	-	-	-	7,129
188	Treadmill	5	22,200.00	-	23,582	-	-	-	-	27,303	-	-	-	31,652
189	Weights bench	15	3,000.00	-	-	-	-	-	-	-	-	-	-	-
190	Weights machine - chest	15	3,200.00	-	-	-	-	-	-	-	-	-	-	-
191	Weights machine - legs	15	3,200.00	-	-	-	-	-	-	-	-	-	-	-
192	Weights machine - row	15	10,000.00	-	-	-	-	-	-	-	-	-	-	-
193	Free weight bar	15	3,300.00	-	-	-	-	-	-	-	-	-	-	-
194	Associated free weights	15	1,000.00	-	-	-	-	-	-	-	-	-	-	-
195	Weight rack	15	1,000.00	-	-	-	-	-	-	-	-	-	-	-
196	TVs to gymnasium	15	6,000.00	-	6,365	-	-	-	-	-	-	-	-	-
197	BBO	15	10,000.00	-	-	-	-	-	-	-	-	-	-	-
198	Fake pot plants - indoor	25	9,000.00	-	-	-	-	-	-	-	-	-	-	16,125
199	Fake pot plants - Outdoor	25	7,500.00	-	-	-	-	-	-	-	-	-	-	12,832
200	Building Manager office - Maintenance	15	25,000.00	-	-	-	-	-	-	-	-	-	-	10,963
206	Contingency	1	50,000.00	51,500	53,045	54,538	56,275	57,964	59,703	61,494	63,339	65,239	67,196	387,454
Total				1,036,701	1,571,323	833,407	181,911	775,537	470,242	1,244,445	285,375	204,361	245,178	2,640,990

Note: - Yr 11 to 15 of SF is where expenditure has not been scheduled in this 10 year plan, but is money that has to continue to be accrued beyond the 10 years of this plan until the time of anticipated expenditure - with the protected required expenditure figure in the next 5 years reflected in the column Yr 11 to 15 of SF.



The Metropolitan
10 Year Sinking Fund Plan - Balance Forecast

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Current opening balance	2,693,219	2,289,115	1,369,367	1,207,082	1,716,427	1,648,884	1,911,995	1,422,904	1,911,543	2,508,537
Forecast expenditure for FY	1,036,701	1,571,323	833,407	181,911	779,537	470,242	1,244,445	289,375	204,361	245,178
Forecast levies for FY	632,597	651,575	671,122	691,256	711,994	733,353	755,354	778,015	801,355	825,396
Forecast balance at end of year \$	2,289,115	1,369,367	1,207,082	1,716,427	1,648,884	1,911,995	1,422,904	1,911,543	2,508,537	3,088,754





Valuation Report

Block 2 Section 6
City, ACT

Signature Strata
On behalf of The Body Corporate of Units
Plan 3063

17 October 2017

Ref: VCan3500

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Appendices

- A. CIVAS Standard Terms of Business
- B. Letter of Instruction
- C. Unit Schedule



1 INTRODUCTION

1.1 INSTRUCTIONS

We have received written instructions from Nina Cannell, Signature Strata dated 21 September 2017 to determine the Market Value of the **Metropolitan Apartments, Block 2 Section 6, City ACT**

The valuation detailed herein has been prepared for, and may be relied upon by, the following party for the purpose as specified:

Purpose of Valuation	Reliant Party
Insurance	Signature Strata on behalf of the Body Corporate of Units Plan 3063

Please note, we have not read, or in any way been advised, in regard to the terms and conditions of the current or proposed insurance policies for the subject portfolio.

Our valuation has been prepared in accordance with the Australian Property Institute (API) and the Property Institute of New Zealand (PINZ) Australia and New Zealand Valuation and Property Standards (January 2012, 7th Edition).

We have had regard to the Australian Property Institute (API) and the Property Institute of New Zealand (PINZ) Australia and Valuation Technical Information Paper 4 – Valuations for Insurance Purposes dated 30 June 2015.

We have assumed that the instructions and subsequent information supplied contain a full and frank disclosure of all information that is relevant. Furthermore, we have prepared our valuation in accordance with our standard Terms of Business as previously provided to you and as appended at **Appendix A**.

The authenticity of this report and valuation contained herein may be confirmed by telephoning the signatory or the Valuation Director at the issuing office.

A copy of the Letter of Instruction is attached at **Appendix B**.

1.2 BASIS AND PURPOSE OF VALUATION

Our assessment of the insurance replacement cost includes allowances for the following:

- a) current construction costs,
- b) professional fees, statutory authority fees, preliminaries and contingency costs;
- c) inflation factor in respect to:
 - i) Lead time for demolition and building approval;
 - ii) Construction period;
 - iii) Policy year;
- d) Removal of debris excluding any allowance for the safe removal of unknown hazardous materials.
- e) Rent loss during the period for demolition, planning and building the improvements.

This Estimate is made on a 'new for old' basis and assumes the construction of a new building of the same size and dimensions to that which is currently erected upon the land, however does not take into account the costs associated with reinstatement of any unique characteristics of the existing building, including heritage related elements of design and construction.

Excluded are finance costs, all items of furniture, fittings and equipment and any additional allowance for fire protection services not built into the adopted construction cost rate as well as any costs associated with large scale catastrophes that may have a material impact on the cost and availability of labour and building materials.

The reliant party(ies) is advised that the undersigned is not a Quantity Surveyor or construction expert and has relied upon published building costing guides and our own analysis of any available construction costs for comparable properties to arrive at our opinion of the above reinstatement value. From this data, we have applied a rate per square metre to arrive at our adopted construction costs. We highlight that we have not undertaken an elemental cost analysis, an approach which would produce a more robust assessment.

We further note that we have not sighted a current insurance policy and therefore not had regard to any specific details or requirements within any policy.

The reliant party(ies) is advised that the Insurance Replacement Cost Estimate in this regard is an indicative estimate only, based on generic replacement costs provided by industry sources. Furthermore, our Insurance Replacement Cost Estimate is recommended to be confirmed by an elemental cost analysis conducted in accordance with ANZVTIP 4 of the Australia and New Zealand Valuation and Property Standards – Valuations for Insurance Purposes or verified by a suitably qualified quantity surveyor and / or building expert. **We accept no responsibility for reliance on this figure other than as an indicative estimate for internal purposes**

This valuation report is provided by CIVAS (ACT) Pty Limited and not by any other company in the Colliers International Group. **The valuation report has been prepared for the party and purpose only as detailed in Section 1.1 above, and should not be relied upon for any other purpose or by any person.**

CIVAS (ACT) Pty Limited accepts no responsibility for any statements in this report other than for the stated purpose. This report is issued on the basis that no liability attaches to the companies in the Colliers International Group other than CIVAS (ACT) Pty Limited in relation to any statements contained in the valuation report.

1.3 PECUNIARY INTEREST

We advise that the Valuer nominated within this report is certified practising valuer and current financial member of the Australian Property Institute (ACT Division) and is authorised under the relevant laws to practise as a Valuer and has had experience in the valuation of similar property to the subject.

Further, we confirm that the nominated Valuer does not have a pecuniary interest that could conflict with the proper valuation of the property, and we advise that this position will be maintained until the purpose for which this valuation is being obtained is completed.

1.4 DATE OF VALUATION

17 October 2017 based upon our inspection of **17 October 2017**. Due to possible changes in market forces and circumstances in relation to the subject property the report can only be regarded as representing our opinion of the value of the property as at the date of valuation, which has been based on appropriate assumptions determined as at the date of valuation.

1.5 MARKET MOVEMENT

In accordance with the Australian Property Institute Valuers Limited (APIV), **this valuation is current as at the date of valuation only. The value[s] assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.**

Without limiting the generality of the above, we do not assume any responsibility or accept any liability in circumstances where this valuation is relied upon after the expiration of 90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on valuation.

However, in the context of the above the APIV reiterates that it should be recognised that the 90 day reliance period does not guarantee the value for that period; it always remains a valuation at the date of valuation only.

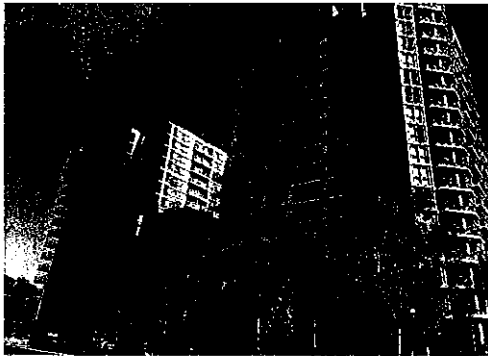
2 DESCRIPTION OF PREMSIES

2.1 GENERAL COMMENTS

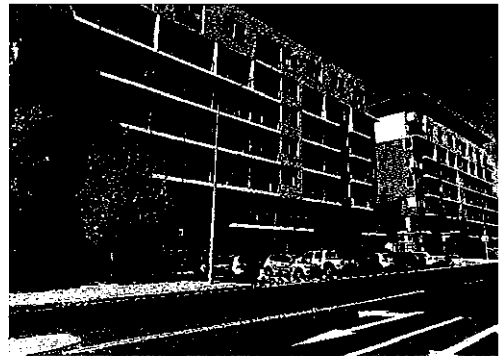
The subject development comprises 342 units located within eight (8) buildings plus secure basement parking. The development comprises two (2) tower buildings one of seventeen (17) levels and one of fourteen (14) levels which provide 219 of the units, two (2) x seven (7) level buildings and four (4) connecting buildings of generally two (2) and three (3) levels provide the balance of the units. There are commercial uses for ground floor units with frontage to Gordon Street and London Circuit.

A laneway known as The Mews is situated between the eastern and western sections of the complex. The Mews allows for pedestrian and vehicle traffic between Gordon Street and Edinburgh Avenue. Vehicle access to the basement car park and waste enclosure area is also available from the The Mews.

The total site area for the subject development is approximately 6,920 square metres.



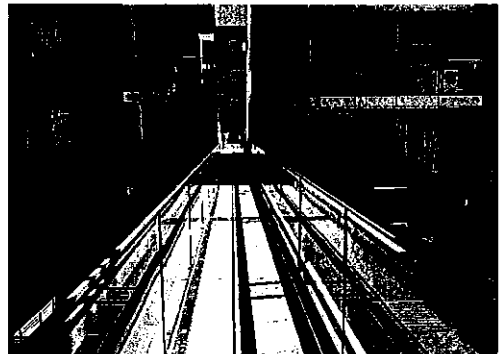
Edinburgh Avenue frontage



Gordon Street frontage



The Mews lane way / driveway



Pedestrian bridge over the Mews lane way



2.2 UNIT AREAS

We have been provided with a copy of the unit schedule that indicates areas as follows::

Edinburgh Tower (E)

56 x 1 bedroom units	(3,693 m ²)	8,843 m ²
31 x 2 bedroom units	(3,121 m ²)	
14 x 3 bedroom units	(2,029 m ²)	

Gordon Street (East & West) (GE & GW)

54 x 1 bedroom units	(3,945 m ²)	7,536 m ²
28 x 2 bedroom units	(3,015 m ²)	
4 x 3 bedroom units	(576 m ²)	

London Circuit (L)

9 x 2 bedroom units	(865 m ²)	983 m ²
1 x 3 bedroom unit	(118 m ²)	

London Tower (LT)

76 x 1 bedroom units	(5,027 m ²)	10,014 m ²
32 x 2 bedroom units	(3,291 m ²)	
6 x 3 bedroom units	(858 m ²)	
4 x penthouse units	(838 m ²)	

Marcus Clarke (MC)

3 x 1 bedroom units	(278 m ²)	1,005 m ²
7 x 2 bedroom units	(727 m ²)	

Mews (East & West) (ME & MW)

8 x 1 bedroom units	(609 m ²)	1,442 m ²
9 x 2 bedroom units	(833 m ²)	

The approximate areas of the building are summarised as follows:

Component	Area
Residential units	29,823 square metres
Balconies/Terraces	4,911 square metres
Courtyard/Yard	849 square metres
Total Parking	16,000 square metres (538 spaces)

We note ground level + mezzanine units located along Gordon Street and London Circuit are also used for commercial purposes. These units have been included as residential above.

A full schedule of the units is attached at **Appendix C**.

2.3 ESTIMATED GFA

We have been provided a schedule of the unit areas for the whole complex that includes internal living areas of units but not the gross floor area (GFA). We have not engaged a qualified surveyor to make an independent assessment of the GFA and instead relied upon our analysis of other apartment complexes and general knowledge.

We have analysed the GFA and unit areas of the Highgate development at 20 Allara Street Canberra. This apartment complex reflects a building efficiency (Unit Area / GFA) of 84%. This factor is reasonable given the amount of common area, corridors, amenities and building services associated with a modern apartment complex. We have therefore adopted a similar efficiency factor to the living areas to estimate the GFA of the subject property.

Section	No. Units	Living m ²	Est GFA	Balcony m ²	Yard m ²
Gordon West	43	3,769	4,487	437	127
Gordon East	43	3,767	4,485	434	122
Marcus Clarke	10	1,005	1,196	260	52
Mew West	9	786	936	201	114
Mew East	8	656	781	129	146
London	10	983	1,170	206	101
Edinburgh	101	8,843	10,527	1,456	90
London Tower	118	10,014	11,921	1,788	97
	342	29,823	35,504	4,911	849

The GFA is most relevant area to use when applying cost rates sourced from accepted publications such as Rawlinsons Handbook 2017. We have also analysed the cost of other apartment complexes based on GFA.

2.4 STRUCTURE

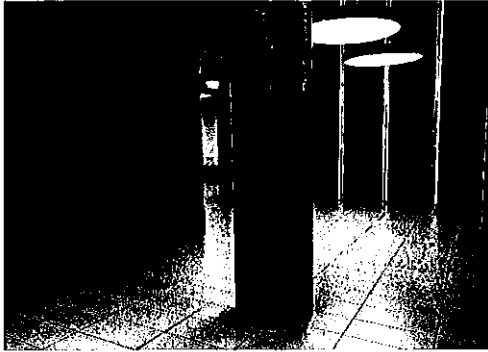
A summary of the building construction and fit-out is summarised as follows:

Main Building	Articulated façade with coloured masonry block.
Roof	Metal deck roof
Windows	Powder coated aluminium windows
Internal Walls	Plasterboard lined and painted internal walls
Floor Coverings	Carpet or ceramic tiles to living area and carpet to bedroom areas with ceramic tile floor to kitchen and bathrooms Common area ground floor lobby areas have ceramic tile floor finish.

2.5 ACCOMMODATION

Main Improvements	<p>Entry, lounge and dining room, meals and family areas where provided, one, two, three and four bedroom configurations, (all bedrooms have either main with walk in robe or all with built in robes). PC Items are generally modern of very good quality and condition</p> <p><u>Kitchen</u>: sink, Caesar stone benches, generally stainless steel appliances including oven, bench hotplates, range hood, dishwasher, pantry cupboard; <u>Bathroom</u>: single or double vanity units, baths where provided, shower recess, exhaust fan, toilet, mirror; <u>Ensuite</u>: single or double vanity units, shower recess, baths where provided, exhaust fan, toilet, mirror; <u>Laundry</u>: tub; built in cupboards.</p> <p>Two level units have stairs with timber inserts</p> <p>Ducted reverse cycle air conditioning to all units</p> <p>Tiles to ceiling height in bathrooms</p> <p>Penthouses include pergolas, direct lift access, full length windows, dual basins in ensuite, bath options where provided</p>
External	<p>Landscaped courtyards and common grounds with general paved areas, BBQ areas, plants and shrubs.</p> <p>Indoor 25 metre lap pool, gymnasium, sauna and change rooms.</p>
Electrical Services	Ducted reverse cycle air conditioning, video intercom, security entry and gates to parking area, lifts, halogen downlights, smoke detectors and hot water services.
Other services	<p>Waste room with access via a roller door.</p> <p>Heating ventilation and air conditioning plant and duct work for servicing the common areas.</p> <p>Metal storage enclosures at basement level.</p>

<p>Ancillary Improvements</p>	<p>Balconies or Courtyards where applicable, Storage cage, one bedroom with 1 basement car space, majority of two bedrooms have two basement car spaces with some only providing 1 basement car space, otherwise 2 basement car spaces to each unit. Site improvements include concrete and exposed aggregate driveway, concrete and brick paved paths, boom gate to central roadway, paths and boundary fencing.</p>
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Ground floor foyer



Ground floor lift lobby



Level 1 - BBQ Area



Level 1 - Court yard

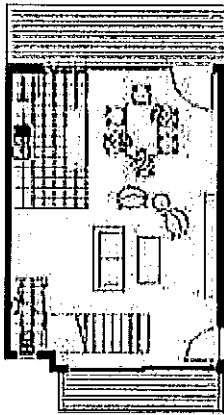


Indoor pool

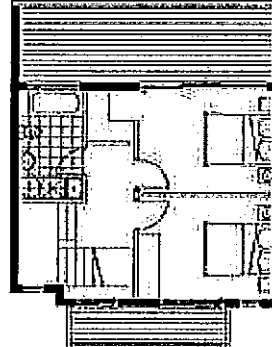


Gymnasium

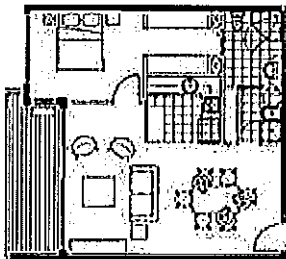
2.6 FLOOR PLANS



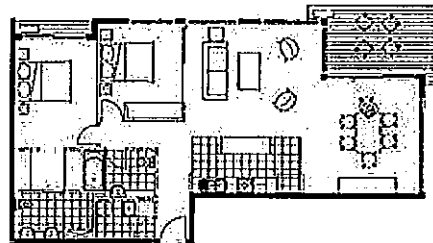
Mews Apartment – Lower level



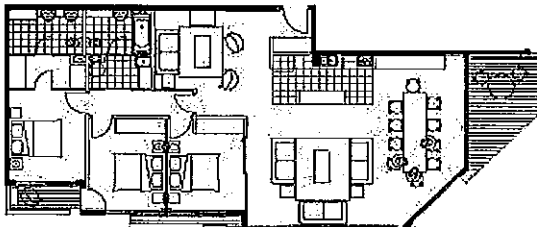
Mews Apartment – Upper level



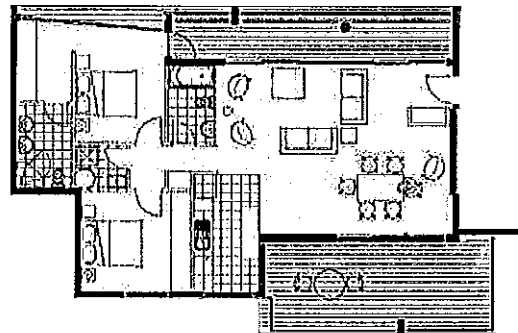
London Tower – 1 bedroom



London Tower – 2 bedrooms



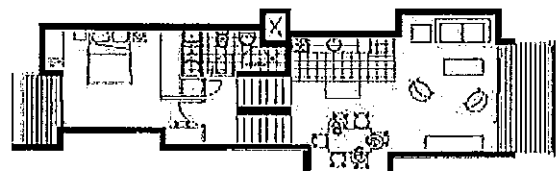
London Tower – 3 bedrooms



London Circuit – 2 bedrooms



Gordon East – 2 bedrooms



Gordon East – 1 bedroom

3 INSURABLE VALUATION CALCULATIONS

3.1 INSURANCE REPLACEMENT VALUE

We have calculated the insurance replacement value with consideration of our analysis of recently completed residential unit complexes in Canberra and accepted industry publications such as Rawlinsons 2017. We have detailed cost analysis for the Mayfair Apartments completed in 2016 and Highgate Apartments Under construction).

Escalation has been calculated based on CPI plus a 200 basis point premium for construction and labour costs. The June Quarter CPI as published by the ABS shows 2.1% for Canberra and 1.9% for the eight-city weighted average. We have adopted an inflation rate of 2.0% and added a premium of 2.0% to calculate an escalation rate 4.0% pa.

Demolition and removal of debris has regard to the size and configuration of the improvements as well as location and issues such as access. We have not allowed any premium for the removal of hazardous material such as asbestos. Our adopted rate of \$100 per square metre has been applied to the GFA, basement and balcony areas.

Our detailed calculations are as follows:

Improvement Component	Area (m ²)	Rate (\$/m ²)	Amount (\$)
Residential Units	35,504	2,500	88,758,929
Basement - parking, building services, storage	16,000	1,500	24,000,000
Balconies/Terraces/Courtyards	4,911	650	3,192,150
Common Area Facilities (Pool, Gym, Sauna, BBQ, Grounds)	1	1,500,000	1,500,000
Sub Total	56,416		117,451,079
Statutory Authority Fees	2.00%		2,349,022
Professional Fees	7.50%		8,808,831
Contingencies	5.00%		5,872,554
Sub Total			17,030,406
Gross Current Replacement Cost			134,481,485
Escalation			
Annual cost escalation rate	4.00%		
S Curve Factor	60.00%		
Policy Period	12	4.00%	4.00%
Lead Time (Clear site, DA process, project preparation)	9	4.00%	3.00%
Rebuild Period (@S-Curve Factor)	30	4.00%	60.0%
Total Escalation	51		13.00%
Demolition and removal of debris	100/m ²	56,416	5,641,557
			157,605,635
Insurance Value of Improvements (Excl rent loss amount)			160,000,000



3.2 RENT LOSS

The complex comprises a mixture of owner occupied and leased units, however for assessing the rent loss amount we have applied our calculations to all 342 units. We have obtained rental information from residential leasing agents and property managers that have current working experience in the complex. Our assessment has been made on the basis on unfurnished accommodation as loose furniture and additional landlord fixtures and fittings and equipment are not part of this assessment.

The period of rent loss includes down time during the demolition and removal of debris, planning and preparation and the rebuild period.

We have also included a general allowance for disbursement associated with the uplift, relocation and return of the occupants.

Rents	Weekly Rate \$	Qty	Rent \$PA	Period (months)	Amount
1 bedroom	430	197	4,416,779	39	14,354,533
2 bedroom	620	116	3,749,909	39	12,187,204
3 bedroom	850	25	1,107,975	39	3,600,919
Penthouses (skyhome)	1,250	4	260,700	39	847,275
					30,989,930
General Disbursement Allowance		342	2500		855,000
					31,844,930
					32,000,000

3.3 SUMMARY OF TOTAL INSURANCE VALUE

Building Insurance Replacement Value	160,000,000
Rent Loss Allowance	32,000,000
Total Insurance Value	192,000,000

4 VALUATION

We assign the following value to the subject property as at **17 October 2017** subject to the comments, terms, conditions and assumptions contained within and annexed to our report. Our assessment assumes leasehold title is available and the property is free of encumbrances, restrictions or other impediments of an onerous nature which would affect value:

\$192,000,000 – GST Exclusive
(One hundred and ninety two million thousand dollars)

Finally, and in accordance with our normal practice, we confirm that this report is confidential and provided by CIVAS (ACT) Pty Limited and not by any other company in the Colliers International Group. **The valuation report has been prepared for the party and purpose as detailed in Section 1.1 above**, and should not be relied upon for any other purpose or by any person.

No responsibility is accepted to any third party and neither the whole of the report or any part or reference thereto may be published in any document, statement or circular nor in any communication with third parties without our prior written approval of the form and context in which it will appear.

CIVAS (ACT) Pty Limited accepts no responsibility for any statements in this report other than for the stated purpose. This report is issued on the basis that no liability attaches to the companies in the Colliers International Group other than CIVAS (ACT) Pty Limited in relation to any statements contained in the valuation report.

CIVAS (ACT) Pty Limited



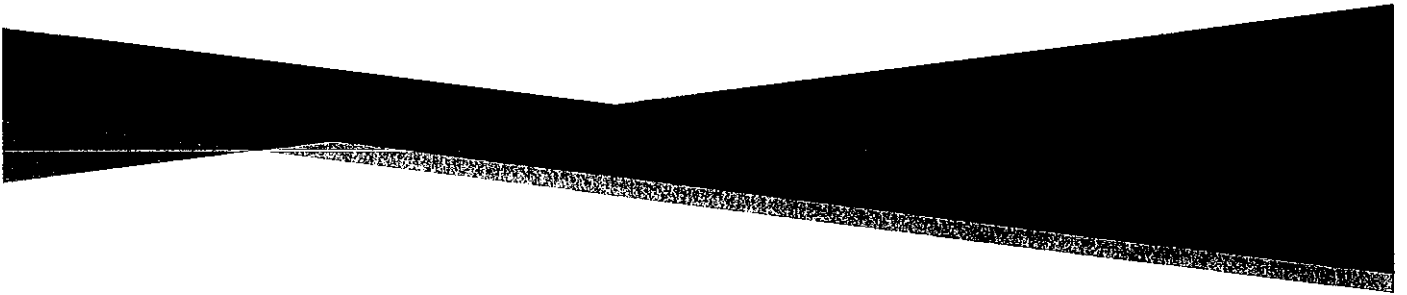
Robert Rixon FAPI MRICS F Fin
Director

19 October 2017 (Date of Signing Report)

The Valuer/Firm (in addition to the principal Valuer) has no Potential Conflict of Interest of Pecuniary Interest (real or perceived) relating to the subject property.

APPENDIX A

CIVAS Standard Terms of Business



IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

'Confidential Information' means information that:

- (a) is by its nature confidential;
- (b) is designated by Us as confidential;
- (c) You know or ought to know is confidential;
- (d) and includes, without limitation:
 - (i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and
 - (ii) The Quotation annexed hereto.

'Currency Date' means, in relation to any valuation or advisory report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'Party' means You or Us and Parties means You and Us.

'Quotation' means the written quote provided by Us in relation to the Services.

'Services' means the valuation or advisory services provided pursuant to these Terms & Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the services.

'Services Validity Period' means the three month period following the Currency Date during which Our professional opinion is valid. After this period, Our professional opinion cannot be relied upon or referred to.

'We', 'Us', 'Our' means the entity that You engage with to perform the Services as set out in the Quotation being either CIVAS (NSW) Pty Limited (ABN 32 168 282 728), CIVAS (VIC) Pty Limited (ABN 21168282620), CIVAS (ACT) Pty Limited (ABN 70168282451), CIVAS (SA) Pty Limited (ABN 87168282586) or CIVAS (QLD) Pty Limited (ABN 87168282522).

'You', 'Your' means the entity engaging Us to perform the Services as set out in the Quotation.

2. PERFORMANCE OF SERVICES

2.1. We will provide the Services in accordance with:

- (a) The Terms & Conditions contained herein; and
- (b) The relevant provisions of the current Australian Property Institute (API) Valuation and Property Standards and/or the current Royal Institution of Chartered Surveyors (RICS) Valuation – Global Standards. If there is any inconsistency, they are to be read in the following order: letter of instruction, standing instructions, API Valuation and Property Standards, RICS Valuation – Global Standards.

3. CONDITION OF THE PROPERTY

- 3.1. In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.
- 3.2. We will assume that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.
- 3.3. We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.
- 3.4. We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services.
- 3.5. No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

- 4.1. We will obtain only verbal town planning information. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.
- 4.2. State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.

5. BUILDING AREAS AND LETTABLE AREAS

- 5.1. Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.2. If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.3. Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation or advisory advice back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

- 6.1. Unless otherwise notified by You, We will assume:
 - (a) there are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title; and
 - (b) all licences and permits can be renewed and We will not make any enquiries in this regard.
- 6.2. Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/dilapidation reports), We will rely upon the apparent expertise of such experts/specialists. We will not verify the accuracy of such information or reports.

7. VALUATION FOR FIRST MORTGAGE SECURITY

- 7.1. Where the Services are provided for mortgage purposes, You agree that You will not use the valuation where the property is used as security other than for first registered mortgage.
- 7.2. Where our services are prepared for first mortgage security purposes our report will be prepared for the Bank on behalf of the Applicant. Accordingly, our extension of reliance is to the Bank only. In no way is reliance extended to the Applicant for any purpose.

8. ASSIGNMENT OF VALUATION

- 8.1. We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
 - (a) the proposed assignee is not a major recognised lending institution (such as a major bank);
 - (b) the assignment is sought in excess of 3 months after the date of valuation;
 - (c) We consider that there has been a change in conditions which may have a material impact on the value of the property;
 - (d) the proposed assignee seeks to use the valuation for an inappropriate purpose (including in a manner inconsistent with Your agreement at clause 7.1); or
 - (e) Our Fee has not been paid in full.
- 8.2. Where We decline to provide an assignment on either of the bases at 8.1(b) or (c), We may be prepared to provide an updated valuation on terms to be agreed at that time.

- 8.3. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms & Conditions, the Quotation and any other document, including instructions provided by You, relevant to the scope of Our Services.
- 8.4. Any potential reliance on our valuation by an Intending Mortgagee is conditional upon a formal re-assignment from Us and will be subject to all that is contained within 7.1, 7.2, 8.1, 8.2 and 8.3.
- 8.5. Client instructed valuations for first mortgage security purposes where reliance is extended to a specific Bank may contain particular assumptions which are commented upon throughout this report. We note that each Bank has their own standing instructions, and also from time to time require valuations be undertaken having regard to a specific set of assumptions which are generally property specific and in addition to their standard instructions. Our valuation(s) will be prepared in accordance with the nominated Bank's standard instructions. However, we highlight that where we have not been instructed by the Bank to value the property, specific assumptions required by the Bank may not have been incorporated into this valuation. Should the Bank require the valuation to be undertaken using additional or separate assumptions to those adopted in the valuation, these assumptions should be communicated to the Valuer for comment and if appropriate revision of the valuation may be necessary, which may produce a different result to our opinion of value. We strongly recommend that the Bank issue the Valuer with specific instructions to value the property including any appropriate and/or property specific assumptions that may be required in addition to their standing instructions.
- 8.6. Institutional valuations for financial reporting purposes where reliance is extended to specific Bank(s) for First Mortgage Security purposes will be subject to that within 8.5.
- 9. ESTIMATED SELLING PRICE**
- 9.1. Where You instruct Us to provide an estimated selling price, You agree that the Services:
- (a) are limited to the provision of an opinion based upon Our knowledge of the market and informal enquiries.
 - (b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search on Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.
 - (c) provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.
- 9.2. No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.
- 10. CURRENCY OF VALUATION**
- 10.1. Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.
- 10.2. Where You rely upon Our valuation or advisory report after the Currency Date, You accept the risks associated with market movement between the Currency Date and the date of such reliance.
- 10.3. Without limiting the generality of 10.2, You cannot rely upon Our valuation or advisory report:
- (a) after the expiry of the Services Validity Period;
 - (b) where circumstances have occurred during the Services Validity Period which has a material effect on the value of the property or the assumptions or methodology used in the valuation or advisory report.
- 11. MARKET PROJECTIONS**
- 11.1. Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only, and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.
- 11.2. Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.
- 11.3. Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.
- 12. INSURANCE REPLACEMENT COST ESTIMATE**
- 12.1. Where our services include an Insurance Replacement Cost Estimate, we highlight that our advice in this regard is an indicative estimate only, based on generic replacement costs provided by industry sources. Furthermore, our Insurance Replacement Cost Estimate should be confirmed by a full valuation conducted in accordance with ANZVTIP4 Valuations for Insurance Purposes in the Australia and New Zealand Valuation and Property Standards or verified by a suitably qualified quantity surveyor and / or building expert. We accept no responsibility for reliance on this figure other than as an indicative estimate for internal purposes.
- 13. DEVELOPMENT VALUATIONS**
- 13.1. Our services will be conducted on the basis that all building works will be completed in a workmanlike manner and in accordance with all authority regulations. Furthermore, our analysis will be prepared on the basis that the property is appropriately certified upon completion to allow registration of a Strata Plan/Units Plan/Linen Plan and individual sale of the various allotments.
- 13.2. The values that will be adopted for residential apartments and associated car parking spaces will be inclusive of GST, while the non-residential/carspace allotments will be adopted on a GST exclusive basis.
- 13.3. Where the property was purchased prior to 1 July 2000, we will adopt a Margin Value once appropriately confirmed. Accordingly, we will adopt the margin scheme for the residual calculation with input tax credits returned after the scheduled expenditure.
- 13.4. We will conduct our valuation analysis on the basis that all DA approvals, DA plans and consultant's reports are transferable, being reflected in the adopted valuation.
- 14. INVOICING AND PAYMENT**
- 14.1. Our invoice will be made out and addressed to the entity as per the information you provide within the Acknowledgement section of the Professional Services Agreement. Any alternative entity will be required to agree in writing prior to any advice being readdressed. Further fees may be required. Payment due dates will not change.
- 14.2. On receipt of a full draft report (if applicable) you, the Client, agree that We are authorised to invoice the full amount of the agreed fee after 10 business days of receiving said draft report.
- 14.3. Where the brief is terminated prior to its conclusion, you (the client) will be invoiced for the cost of work completed at \$350 per hour exclusive of disbursements and GST, and reimbursed the difference between any payment up front. A copy of partially completed work will not be provided.
- 14.4. You must pay our Fees within 14 days of the date of a correctly rendered invoice. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the Invoice calculated per month or part thereof incurred from the date of the invoice.



15. YOUR OBLIGATIONS

- 15.1. You warrant that the Instructions and subsequent Information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.
- 15.2. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.
- 15.3. You authorise and licence us to incorporate Your intellectual property within our report(s).

You will not release any part of Our valuation or advisory report or its substance to any third party without Our written consent. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms & Conditions be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided that You shall provide any such recipient with a copy of these Terms & Conditions.

- 15.4. You must advise recipients named in Your instruction to Us of the Services Validity Period.
- 15.5. If You release any part of the valuation or advisory advice or its substance with our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this valuation or advisory services.
- 15.6. We reserve the right to reconsider or amend the valuation or advisory services, or the Fee set out in our Quotation to You if:
 - (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or
 - (b) Where subsequent site inspections made in relation to any of the matters raised in clause 3 materially affect or may alter the value of the property the subject of the Services.

16. CONFIDENTIALITY

- 16.1. You must not disclose or make any of the Confidential Information available to another person without Our written consent.
- 16.2. If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

17. PRIVACY

- 17.1. We may obtain personal information about You in the course of performing Our Services. We respect Your privacy. The Privacy Amendment (Private Sector) Act, 2001 requires Us to advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

A copy of Our Privacy Policy can be obtained by contacting Our Chief Privacy Officer.

18. SUBCONTRACTING

- 18.1. We may subcontract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms & Conditions, with Your consent.

19. LIABILITY

- 19.1. You agree to release Us and hold Us harmless from all liability to You for or in respect of any loss, damage, costs and expenses of whatsoever kind which we have or may have or, but for the operation of this Clause, might have had arising from or in any way connected with the Services or the use of the Services or any part of them. This release shall be complete and unconditional except in the case of gross negligence or wilful misconduct by Us in the provision of the Services.

- 19.2. You agree that You will fully indemnify Us for and in respect of all loss, liability, costs and expenses of whatsoever kind which We may suffer or incur arising from or in any way connected with any breach by You of Clause 15 or Clause 16. This indemnity shall include but not be limited to loss, liability, costs and expenses which we may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against Us or to which we are a party.
- 19.3. Where the release referred to in Clause 19.1 does not apply, You agree that our liability in any such claim or claims will be limited to \$100,000 or a multiple of five times our Fee, whichever is the lower.
- 19.4. For the avoidance of doubt, the Services are provided by Us and no individual valuer or any other employee of Ours assumes any liability or responsibility for the Services.

20. ENTIRE AGREEMENT

- 20.1. No further agreement, amendment or modification of these Terms & Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.
- 20.2. If there is an inconsistency between these Terms & Conditions and the Quotation, any letter of instruction from You, or other specific request or information, the other specific request or information shall prevail to the extent of the inconsistency.

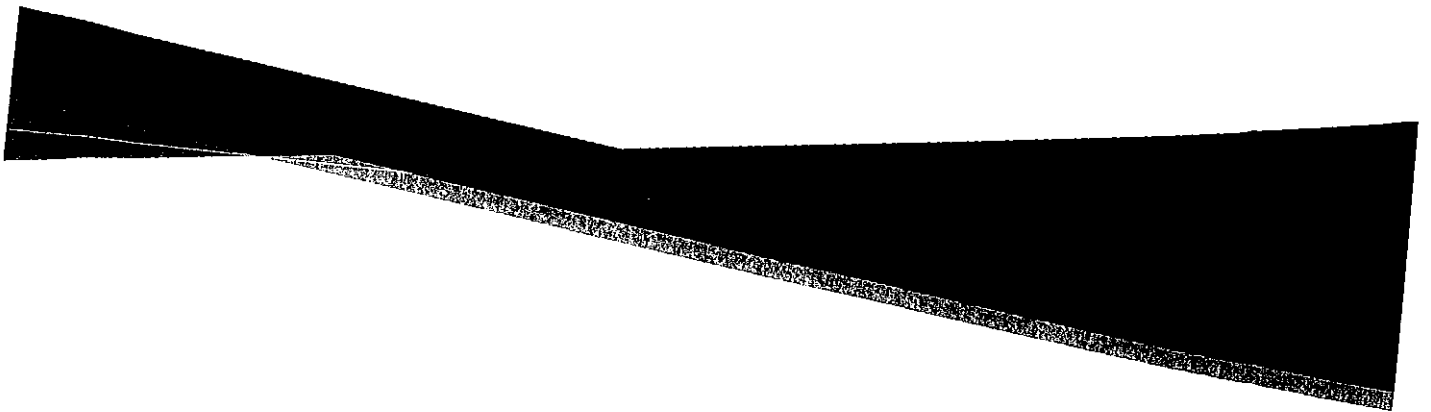
21. GOVERNING LAW

- 21.1. These Terms and Conditions are governed by the law of the State in which Our principal place of business which is providing the Services is located.



APPENDIX B

Letter of Instruction



PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

Ground Floor
21-23 Marcus Clarke Street
Canberra ACT 2600

MAIN +61 2 6257 2121

www.colliers.com.au



21 September 2017

Nina Cannell
Partner | General Manager
Signature Strata
12/20 Curtin Place
CURTIN ACT 2605

nina@signaturestrata.com.au

Dear Nina

RE: Quote for the Provision of Valuation Services

Thank you for considering Colliers International Valuation & Advisory Services for the assignment identified in this Professional Service Agreement. Please sign one copy of the agreement and return it to the undersigned, thereby indicating your authorisation for us to proceed with this assignment and your acceptance of this Professional Service Agreement including the attached Terms & Conditions.

PROFESSIONAL SERVICE AGREEMENT

(Agreement)

Property Address:

Metropolitan Apartments, Block 2 Section 6, City

Parties:

CIVAS (ACT) Pty Limited (Us) and Signature Strata

Reliant Parties:

The valuation will be prepared for the owners of Units Plan 3063

Purpose of Advice:

The valuation is to be prepared for the following purpose only:
Insurance

Basis of Valuation:

Our valuation advice must not be relied upon for any purpose other than the purpose nominated above.
The valuation is of the leasehold interest and to be prepared on the basis of:

Form of Advice:

Insurance Value

Full valuation report

Completion Date:

Our professional fee includes one original and one PDF soft copy of reports, unless otherwise instructed.
10 business days subject to the provision of all required information and appropriate inspection access to the subject property.



Quality
ISO 9001

CIVAS (ACT) Pty Limited | ABN 70 168 282 451

Liability limited by a scheme approved under Professional Standards Legislation.



PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Professional Fees:

\$3,000 excluding GST

\$3,300 including GST

This quotation is effective for 10 business days from the date of this correspondence.

The above fee is solely for the scope of professional services as outlined herein. On the basis that subsequent or further advice is required additional fees will be agreed accordingly.

Required Information:

This Professional Service Agreement is provided on the basis that certain information relating to the subject property is provided to us:

- Access details
- Confirmation of current building areas

Personnel:

Dominic Aungles, Valuer will complete the valuation of Metropolitan Apartments on behalf of the owners of Units Plan 3063.

Standard Conditions:

All advice, reports and opinions of value expressed by the firm or its employees are subject to the Colliers International Valuation & Advisory Services Terms & Conditions detailed in Annexure 1 herein.

Quality Assurance:

Colliers International maintains National Quality Assurance Certification in accordance with ISO Standard 9001.

An internal verification is conducted on all draft and final calculations and reports in order to confirm the accuracy and quality. This verification is carried out in accordance with the procedures and processes of the Colliers International Quality Assurance Manual.

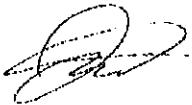
Please indicate your acceptance of this Professional Service Agreement outlined herein by signing and returning a copy of this letter by email or mail.

Should you have any queries regarding this matter, please do not hesitate to contact the undersigned.

We look forward to your confirmation of instructions.

Yours sincerely

CIVAS (ACT) Pty Limited



Dominic Aungles
Position: Valuer
Product Line: Valuation & Advisory Services
Tel: +61 2 6225 7343
Mob: +61 426 403 009
Email: Dominic.Aungles@colliers.com



PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Acknowledgment

I have reviewed and hereby accept this Professional Service Agreement and Annexures including [Colliers International Valuation & Advisory Services Terms & Conditions] and nominated fee.

I acknowledge that I/we will be contracting exclusively with CIVAS (ACT) Pty Limited (ABN 70 168 282 451) and not with any other member of the Colliers International Group.

Property Address:

Metropolitan Apartments, Block 2 Section 6, City

Name:

Position:

Signed:

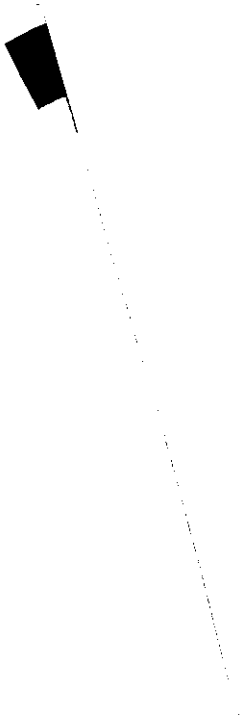
Contact Details (phone/email):

Dated:

Entity to be Invoiced:

ABN:

Address:



PROFESSIONAL SERVICE AGREEMENT

CONTINUED

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES TERMS & CONDITIONS

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

"Confidential information" means information that:

- is by its nature confidential;
- is designated by Us as confidential;
- You know or ought to know is confidential;
- and includes, without limitation:
 - Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and
 - The Quotation annexed hereto.

"Currency Date" means, in relation to any valuation or advisory report, the date as at which our professional opinion is stated to be current.

"Fee" means the amount agreed to be paid for the Services as set out in the Quotation.

"Party" means You or Us and Parties means You and Us.

"Quotation" means the written quote provided by Us in relation to the Services.

"Services" means the valuation or advisory services provided pursuant to these Terms & Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the services.

"Services Validity Period" means the three month period following the Currency Date during which Our professional opinion is valid. After this period, Our professional opinion cannot be relied upon or referred to.

"We" (Us) "Our" means the entity that You engage with to perform the Services as set out in the Quotation being either CIVAS (NSW) Pty Limited (ABN 32 168 282 728), CIVAS (VIC) Pty Limited (ABN 21168282620), CIVAS (ACT) Pty Limited (ABN 70168282451), CIVAS (SA) Pty Limited (ABN 87168282588) or CIVAS (QLD) Pty Limited (ABN 87168282522).

"You" "Your" means the entity engaging Us to perform the Services as set out in the Quotation.

2. PERFORMANCE OF SERVICES

2.1. We will provide the Services in accordance with:

- The Terms & Conditions contained herein; and
- The relevant provisions of the current Australian Property Institute (API) Valuation and Property Standards and/or the current Royal Institution of Chartered Surveyors (RICS) Valuation Global Standards. If there is any inconsistency, they are to be read in the following order: letter of instruction, standing instructions, API Valuation and Property Standards, RICS Valuation Global Standards.

3. CONDITION OF THE PROPERTY

3.1. In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.2. We will assume that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.3. We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.

3.4. We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services.

3.5. No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

4.1. We will obtain only verbal town planning information. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.

4.2. State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.

5. BUILDING AREAS AND LETTABLE AREAS

5.1. Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.

5.2. If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.

5.3. Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation or advisory advice back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

6.1. Unless otherwise notified by You, We will assume:

- there are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title; and
- all licences and permits can be renewed and We will not make any enquiries in this regard.

6.2. Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/dilapidation reports), We will rely upon the apparent expertise of such experts/specialists. We will not verify the accuracy of such information or reports.

7. VALUATION FOR FIRST MORTGAGE SECURITY

7.1. Where the Services are provided for mortgage purposes, You agree that You will not use the valuation where the property is used as security other than for first registered mortgage.

7.2. Where our services are prepared for first mortgage security purposes our report will be prepared for the Bank on behalf of the Applicant. Accordingly, our extension of reliance is to the Bank only. In no way is reliance extended to the Applicant for any purpose.

8. ASSIGNMENT OF VALUATION

8.1. We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:

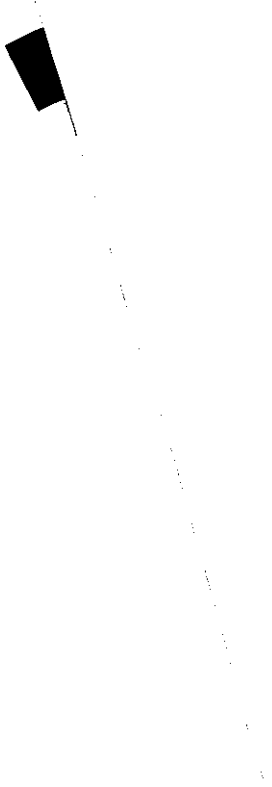
- the proposed assignee is not a major recognised lending institution (such as a major bank);
- the assignment is sought in excess of 3 months after the date of valuation;
- We consider that there has been a change in conditions which may have a material impact on the value of the property;
- the proposed assignee seeks to use the valuation for an inappropriate purpose (including in a manner inconsistent with Your agreement at clause 7.1); or
- Our Fee has not been paid in full.

8.2. Where We decline to provide an assignment on either of the bases at 8.1(b) or (c), We may be prepared to provide an updated valuation on terms to be agreed at that time.

8.3. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms & Conditions, the Quotation and any other document, including instructions provided by You, relevant to the scope of Our Services.

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COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES TERMS & CONDITIONS(continued)

- 8.4. Any potential reliance on our valuation by an Intending Mortgagee is conditional upon a formal re-assignment from Us and will be subject to all that is contained within 7.1, 7.2, 8.1, 8.2 and 8.3.
- 8.5. Client instructed valuations for first mortgage security purposes where reliance is extended to a specific Bank may contain particular assumptions which are commented upon throughout this report. We note that each Bank has their own standing instructions, and also from time to time require valuations be undertaken having regard to a specific set of assumptions which are generally property specific and in addition to their standard instructions. Our valuation(s) will be prepared in accordance with the nominated Bank's standard instructions. However, we highlight that where we have not been instructed by the Bank to value the property, specific assumptions required by the Bank may not have been incorporated into this valuation. Should the Bank require the valuation to be undertaken using additional or separate assumptions to those adopted in the valuation, these assumptions should be communicated to the Valuer for comment and if appropriate revision of the valuation may be necessary, which may produce a different result to our opinion of value. We strongly recommend that the Bank issue the Valuer with specific instructions to value the property including any appropriate and/or property specific assumptions that may be required in addition to their standing instructions.
- 8.6. Institutional valuations for financial reporting purposes where reliance is extended to specific Bank(s) for First Mortgage Security purposes will be subject to that within 8.5.
9. ESTIMATED SELLING PRICE
- 9.1. Where You instruct Us to provide an estimated selling price, You agree that the Services:
- are limited to the provision of an opinion based upon Our knowledge of the market and informal enquiries.
 - We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search on Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.
 - provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.
- 9.2. No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.
10. CURRENCY OF VALUATION
- 10.1. Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.
- 10.2. Where You rely upon Our valuation or advisory report after the Currency Date, You accept the risks associated with market movement between the Currency Date and the date of such reliance.
- 10.3. Without limiting the generality of 9.2, You cannot rely upon Our valuation or advisory report:
- after the expiry of the Services Validity Period;
 - where circumstances have occurred during the Services Validity Period which has a material effect on the value of the property or the assumptions or methodology used in the valuation or advisory report.
11. MARKET PROJECTIONS
- 11.1. Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only, and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.
- 11.2. Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.
- 11.3. Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.
12. INSURANCE REPLACEMENT COST ESTIMATE
- 12.1. Where our services include an Insurance Replacement Cost Estimate, we highlight that our advice in this regard is an indicative estimate only, based on generic replacement costs provided by industry sources. Furthermore, our Insurance Replacement Cost Estimate should be confirmed by a full valuation conducted in accordance with ANZVTIP4 Valuations for Insurance Purposes in the Australia and New Zealand Valuation and Property Standards or verified by a suitably qualified quantity surveyor and / or building expert. We accept no responsibility for reliance on this figure other than as an indicative estimate for Internal purposes.
13. DEVELOPMENT VALUATIONS
- 13.1. Our services will be conducted on the basis that all building works will be completed in a workmanlike manner and in accordance with all authority regulations. Furthermore, our analysis will be prepared on the basis that the property is appropriately certified upon completion to allow registration of a Strata Plan/Units Plan/Linen Plan and individual sale of the various allotments.
- 13.2. The values that will be adopted for residential apartments and associated car parking spaces will be inclusive of GST, while the non-residential/carspace allotments will be adopted on a GST exclusive basis.
- 13.3. Where the property was purchased prior to 1 July 2000, we will adopt a Margin Value once appropriately confirmed. Accordingly, we will adopt the margin scheme for the residual calculation with input tax credits returned after the scheduled expenditure.
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- 14.2. On receipt of a full draft report (if applicable) you, the Client, agree that We are authorised to invoice the full amount of the agreed fee after 10 business days of receiving said draft report.
- 14.3. Where the brief is terminated prior to its conclusion, you (the client) will be invoiced for the cost of work completed at \$350 per hour exclusive of disbursements and GST, and reimbursed the difference between any payment up front. A copy of partially completed work will not be provided.
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- 15.1. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.
- 15.2. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.



PROFESSIONAL SERVICE AGREEMENT

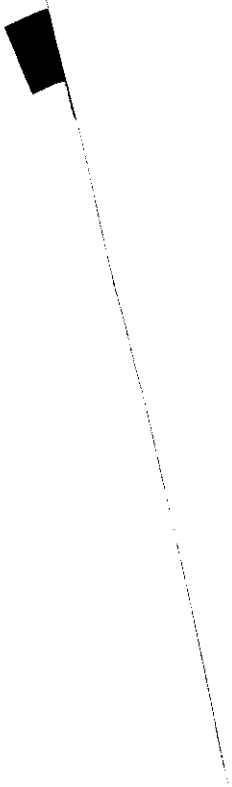
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COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES TERMS & CONDITIONS(continued)

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- 15.3. You authorise and licence us to incorporate Your intellectual property within our report(s).
You will not release any part of Our valuation or advisory report or its substance to any third party without Our written consent. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms & Conditions be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided that You shall provide any such recipient with a copy of these Terms & Conditions.
- 15.4. You must advise recipients named in Your instruction to Us of the Services Validity Period.
- 15.5. If You release any part of the valuation or advisory advice or its substance with our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this valuation or advisory services.
- 15.6. We reserve the right to reconsider or amend the valuation or advisory services, or the Fee set out in our Quotation to You if:
- (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or
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- 16.2. If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.
17. PRIVACY
- 17.1. We may obtain personal information about You in the course of performing Our Services. We respect Your privacy. The Privacy Amendment (Private Sector) Act, 2001 requires Us to advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.
A copy of Our Privacy Policy can be obtained by contacting Our Chief Privacy Officer.
18. SUBCONTRACTING
- 18.1. We may subcontract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms & Conditions, with Your consent.
19. LIABILITY
- 19.1. You agree to release Us and hold Us harmless from all liability to You for or in respect of any loss, damage, costs and expenses of whatsoever kind which we have or may have or, but for the operation of this Clause, might have had arising from or in any way connected with the Services or the use of the Services or any part of them. This release shall be complete and unconditional except in the case of gross negligence or wilful misconduct by Us in the provision of the Services.
- 19.2. You agree that You will fully indemnify Us for and in respect of all loss, liability, costs and expenses of whatsoever kind which We may suffer or incur arising from or in any way connected with any breach by You of Clause 15 or Clause 16. This indemnity shall include but not be limited to loss, liability, costs and expenses which we may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against Us or to which we are a party.
- 19.3. Where the release referred to in Clause 19.1 does not apply, You agree that our liability in any such claim or claims will be limited to \$100,000 or a multiple of five times our Fee, whichever is the lower.
- 19.4. For the avoidance of doubt, the Services are provided by Us and no individual valuer or any other employee of Ours assumes any liability or responsibility for the Services.
20. ENTIRE AGREEMENT
- 20.1. No further agreement, amendment or modification of these Terms & Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.
- 20.2. If there is an inconsistency between these Terms & Conditions and the Quotation, any letter of instruction from You, or other specific request or information, the other specific request or information shall prevail to the extent of the inconsistency.
21. GOVERNING LAW
- 21.1. These Terms and Conditions are governed by the law of the State in which Our principal place of business which is providing the Services is located.



PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Acknowledgment

I have reviewed and hereby accept this Professional Service Agreement and Annexures including "Colliers International Valuation & Advisory Services Terms & Conditions", and nominated fee.

I acknowledge that I/we will be contracting exclusively with CIVAS (ACT) Pty Limited (ABN 70 168 282 451) and not with any other member of the Colliers International Group.

Property Address:

Metropolitan Apartments, Block 2 Section 6, City

Name:

NINA CANNELL

Position:

GENERAL MANAGER

Signed:



Contact Details (phone/email):

nina@signaturestrata.com.au

Dated:

22.09.17

Entity to be Invoiced:

OWNERS OF UNITS A/W/N 3063

ABN:

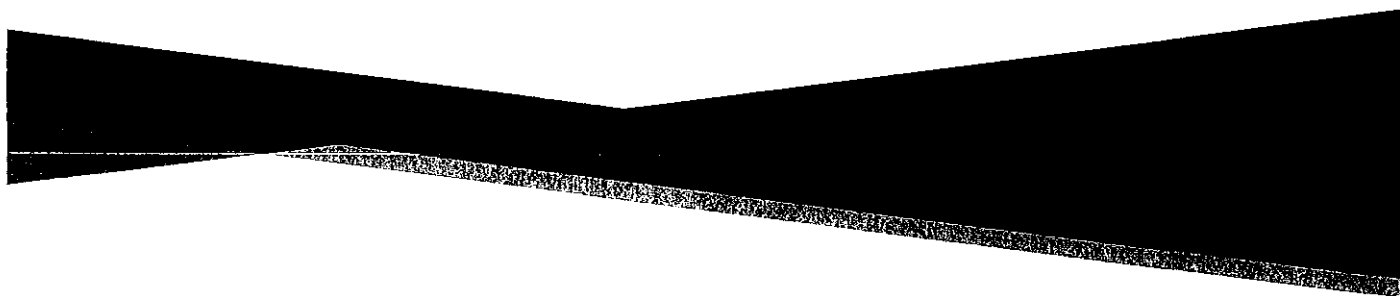
54617063964

Address:

c/- PO BOX 190 CURTIN

APPENDIX C

Unit Schedule



Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
1	GW	1	G & M	1	87	13	19	21
2	GW	2	G & M	1	82	9	13	22
3	GW	3	G & M	1	82	9	13	17
4	GW	4	G & M	1	94	15	19	20
5	GE	1	G & M	1	93	16	20	14
6	GE	2	G & M	1	84	9	13	20
7	GE	3	G & M	1	84	9	13	21
8	GE	4	G & M	1	95	7	14	17
9	MC	1	G & M	2	123	6	19	14
10	MC	2	G & M	1	91	6	11	12
11	MC	3	G & M	1	93	6	11	14
12	MC	4	G & M	1	94	6	11	15
13	MW	1	G & M	2	122	6	36	27
14	MW	2	G & M	1	77	6	19	14
15	MW	3	G & M	1	79	6	20	14
16	MW	4	G & M	1	78	6	20	14
17	MW	5	G & M	1	75	6	19	15
18	ME	2	G & M	1	75	6	20	14
19	ME	3	G & M	1	75	6	20	14
20	ME	4	G & M	1	75	6	20	14
21	ME	5	G & M	1	75	6	20	14
22	L	1	G & M	3	118	-	19	15
23	L	2	G & M	2	87	6	11	12
24	L	3	G & M	2	87	6	11	14
25	L	4	G & M	2	87	6	12	12
26	E	1	G & M	2	103	13	27	27
27	E	2	G & M	2	102	13	27	13
28	E	3	G & M	1	60	8	18	15
29	E	4	G & M	1	60	8	18	12
30	LT	1	G & M	2	103	13	27	14
31	LT	2	G & M	2	104	14	28	15
32	LT	3	G & M	2	104	13	27	14
33	LT	4	G & M	1	53	-	15	14
34	GW	5	1	2	110	11		14
35	GW	6	1	1	73	6	12	14
36	GW	7	1	1	73	7	15	15
37	GW	8	1	2	111	7	11	14
38	GW	9	1	1	73	7	15	16
39	GW	10	1	1	74	5	10	12
40	GW	11	1	2	109	9		12
41	GE	5	1	2	105	9		15
42	GE	6	1	1	74	5	10	14
43	GE	7	1	1	74	7	15	12
44	GE	8	1	2	116	7	11	27
45	GE	9	1	1	73	7	14	15
46	GE	10	1	1	73	6	12	17
47	GE	11	1	2	109	11		14
48	MC	5	1	2	100	40		24
49	MC	6	1	2	100	40		29
50	MW	6	1 & 2	2	79	32		16
51	MW	7	1 & 2	2	92	46		14
52	MW	8	1 & 2	2	92	46		12
53	MW	9	1 & 2	2	92	47		14
54	ME	6	1 & 2	2	80	21	12	14

Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
55	ME	7	1 & 2	2				
56	ME	8	1 & 2	2	92	28	18	14
57	ME	9	1 & 2	2	92	28	18	14
58	L	5	1	2	92	28	18	14
59	L	6	1	2	100	16	24	24
60	E	5	1	2	100	16	24	30
61	E	6	1	2	101	15		15
62	E	7	1	2	100	40		15
63	E	8	1	1	71	8		12
64	E	9	1	1	64	26		14
65	E	10	1	1	68	16		14
66	E	11	1	1	68	10		14
67	E	12	1	2	101	16		14
68	LT	5	1	1	64	10		24
69	LT	6	1	2	64	9		14
70	LT	7	1	1	106	12		12
71	LT	8	1	1	64	9		16
72	GW	12	2	2	67	16		14
73	GW	13	2	1	109	11		29
74	GW	14	2	1	73	8		14
75	GW	15	2	2	76	10		15
76	GW	16	2	1	110	6		33
77	GW	17	2	1	76	10		12
78	GW	18	2	2	74	6		17
79	GE	12	2	2	106	9		28
80	GE	13	2	2	107	9		35
81	GE	14	2	1	72	6		16
82	GE	15	2	2	73	10		12
83	GE	16	2	1	108	6		26
84	GE	17	2	1	73	10		16
85	GE	18	2	2	71	8		12
86	MC	7	2	2	108	11		30
87	MC	8	2	2	101	39		31
88	L	7	2	2	101	39		26
89	L	8	2	2	101	39		29
90	E	13	2	2	101	39		34
91	E	14	2	1	101	21		27
92	E	15	2	1	64	10		16
93	E	16	2	1	64	10		14
94	E	17	2	1	73	8		14
95	E	18	2	1	66	8		14
96	E	19	2	1	67	9		14
97	E	20	2	1	68	10		14
98	E	21	2	2	102	16		14
99	LT	9	2	1	64	9		31
100	LT	10	2	1	72	8		14
101	LT	11	2	2	101	19		14
102	LT	12	2	1	64	9		31
103	LT	13	2	2	106	12		16
104	LT	14	2	1	64	9		31
105	LT	15	2	1	67	9		14
106	GW	19	3	1	65	30		14
107	GW	20	3	1	62	11		14
108	GW	21	3	1	59	11		14
					61	12		12



Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
109	GE	19	3	1	62	12		16
110	GE	20	3	1	59	11		19
111	GE	21	3	1	61	11		16
112	MC	9	3	2	101	39		26
113	MC	10	3	2	101	39		29
114	L	9	3	2	101	39		28
115	L	10	3	2	101	39		15
116	E	22	3	2	101	20		28
117	E	23	3	1	64	9		19
118	E	24	3	1	64	9		12
119	E	25	3	1	72	8		14
120	E	26	3	1	66	8		14
121	E	27	3	1	67	9		16
122	E	28	3	1	68	10		15
123	E	29	3	2	101	16		27
124	E	30	3	1	64	9		23
125	LT	16	3	1	72	8		14
126	LT	17	3	1	64	9		14
127	LT	18	3	1	64	9		19
128	LT	19	3	2	101	19		29
129	LT	20	3	1	64	9		18
130	LT	21	3	2	107	12		30
131	LT	22	3	1	64	9		14
132	LT	23	3	1	67	9		14
133	LT	24	3	1	66	8		15
134	GW	22	4	2	109	11		31
135	GW	23	4	1	70	8		16
136	GW	24	4	1	72	10		16
137	GW	25	4	2	111	6		35
138	GW	26	4	1	72	10		16
139	GW	27	4	1	71	6		14
140	GW	28	4	2	107	9		26
141	GE	22	4	2	107	9		28
142	GE	23	4	1	71	6		14
143	GE	24	4	1	72	10		13
144	GE	25	4	2	111	6		33
145	GE	26	4	1	72	10		16
146	GE	27	4	1	70	8		15
147	GE	28	4	2	109	11		30
148	E	31	4	2	101	20		31
149	E	32	4	1	64	9		17
150	E	33	4	1	64	9		14
151	E	34	4	1	72	8		18
152	E	35	4	1	66	8		14
153	E	36	4	1	67	9		15
154	E	37	4	1	68	10		19
155	E	38	4	2	101	16		29
156	E	39	4	1	64	9		30
157	LT	25	4	1	72	8		15
158	LT	26	4	1	64	9		14
159	LT	27	4	1	64	9		14
160	LT	28	4	2	101	19		30
161	LT	29	4	1	64	9		12
162	LT	30	4	2	107	12		31

Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
163	LT	31	4	1	64	9		14
164	LT	32	4	1	67	9		15
165	LT	33	4	1	66	8		13
166	GW	29	5	2	108	11		26
167	GW	30	5	1	72	8		12
168	GW	31	5	1	73	10		14
169	GW	32	5	2	111	6		33
170	GW	33	5	1	74	10		15
171	GW	34	5	1	73	6		12
172	GW	35	5	2	107	9		28
173	GE	29	5	2	107	9		35
174	GE	30	5	1	71	6		12
175	GE	31	5	1	74	10		14
176	GE	32	5	2	111	6		26
177	GE	33	5	1	73	10		16
178	GE	34	5	1	71	8		12
179	GE	35	5	2	109	11		27
180	E	40	5	2	102	20		31
181	E	41	5	1	64	9		22
182	E	42	5	1	64	9		20
183	E	43	5	1	72	8		21
184	E	44	5	1	65	8		14
185	E	45	5	1	67	9		18
186	E	46	5	1	68	10		19
187	E	47	5	2	101	16		29
188	E	48	5	1	64	9		24
189	LT	34	5	1	71	8		15
190	LT	35	5	1	63	9		15
191	LT	36	5	1	64	9		15
192	LT	37	5	2	101	18		30
193	LT	38	5	1	64	9		16
194	LT	39	5	2	106	12		30
195	LT	40	5	1	64	9		16
196	LT	41	5	1	67	9		17
197	LT	42	5	1	65	8		13
198	GW	36	6	1	66	10		13
199	GW	37	6	2	88	7		31
200	GW	38	6	1	66	10		15
201	GE	36	6	1	66	10		13
202	GE	37	6	2	88	7		27
203	GE	38	6	1	66	10		14
204	E	49	6	2	101	19		29
205	E	50	6	1	64	9		19
206	E	51	6	1	64	9		21
207	E	52	6	1	72	8		14
208	E	53	6	1	66	8		14
209	E	54	6	1	67	9		21
210	E	55	6	1	68	10		20
211	E	56	6	2	101	16		29
212	E	57	6	1	64	9		14
213	LT	43	6	1	72	8		15
214	LT	44	6	1	63	9		15
215	LT	45	6	1	64	9		15
216	LT	46	6	2	100	14		24

Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
217	LT	47	6	1	64	9		15
218	LT	48	6	2	106	12		30
219	LT	49	6	1	64	9		20
220	LT	50	6	1	67	9		14
221	LT	51	6	1	65	8		19
222	GW	39	7	3	143	33		28
223	GW	40	7	1	72	11		13
224	GW	41	7	2	112	11		35
225	GW	42	7	1	73	11		14
226	GW	43	7	3	145	32		33
227	GE	39	7	3	145	33		28
228	GE	40	7	1	73	11		16
229	GE	41	7	2	112	11		31
230	GE	42	7	1	72	11		14
231	GE	43	7	3	143	34		32
232	E	58	7	2	101	14		27
233	E	59	7	1	64	9		14
234	E	60	7	1	64	9		16
235	E	61	7	1	72	8		14
236	E	62	7	1	66	8		17
237	E	63	7	1	67	9		14
238	E	64	7	1	68	10		20
239	E	65	7	2	101	16		27
240	E	66	7	1	64	9		14
241	LT	52	7	1	72	8		19
242	LT	53	7	1	64	9		14
243	LT	54	7	1	64	9		23
244	LT	55	7	2	101	14		29
245	LT	56	7	1	64	9		19
246	LT	57	7	2	106	12		29
247	LT	58	7	1	64	9		18
248	LT	59	7	1	67	9		20
249	LT	60	7	1	65	8		20
250	E	67	8	3	144	18		28
251	E	68	8	2	98	76		31
252	E	69	8	2	102	70		33
253	E	70	8	3	145	17		32
254	E	71	8	1	64	9		21
255	LT	61	8	1	71	8		20
256	LT	62	8	1	63	9		21
257	LT	63	8	1	64	9		22
258	LT	64	8	2	101	14		34
259	LT	65	8	1	64	9		14
260	LT	66	8	2	106	12		30
261	LT	67	8	1	64	9		27
262	LT	68	8	1	67	9		15
263	LT	69	8	1	66	8		14
264	E	72	9	3	144	16		27
265	E	73	9	2	98	18		31
266	E	74	9	2	102	23		29
267	E	75	9	3	146	17		34
268	E	76	9	1	64	9		21
269	LT	70	9	1	72	8		14
270	LT	71	9	1	63	9		14

Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
271	LT	72	9	1	64	9		14
272	LT	73	9	2	100	14		27
273	LT	74	9	1	64	9		14
274	LT	75	9	2	106	12		31
275	LT	76	9	1	64	9		14
276	LT	77	9	1	67	9		14
277	LT	78	9	1	65	8		15
278	E	77	10	3	144	16		29
279	E	78	10	2	98	18		30
280	E	79	10	2	102	23		29
281	E	80	10	3	146	17		27
282	E	81	10	1	64	9		14
283	LT	79	10	1	77	69		16
284	LT	80	10	1	64	9		15
285	LT	81	10	2	101	14		30
286	LT	82	10	1	64	9		15
287	LT	83	10	3	143	20		30
288	LT	84	10	2	102	20		28
289	E	82	11	3	144	16		24
290	E	83	11	2	98	18		27
291	E	84	11	2	102	23		31
292	E	85	11	3	146	17		27
293	E	86	11	1	64	9		14
294	LT	85	11	1	77	22		28
295	LT	86	11	1	64	9		19
296	LT	87	11	2	101	14		28
297	LT	88	11	1	64	9		19
298	LT	89	11	3	143	17		28
299	LT	90	11	2	102	23		28
300	E	87	12	3	144	16		24
301	E	88	12	2	98	18		30
302	E	89	12	2	102	23		30
303	E	90	12	3	146	17		28
304	E	91	12	1	64	9		12
305	LT	91	12	1	77	22		14
306	LT	92	12	1	64	9		19
307	LT	93	12	2	101	14		29
308	LT	94	12	1	64	9		16
309	LT	95	12	3	143	17		29
310	LT	96	12	2	102	23		33
311	E	92	13	3	144	16		26
312	E	93	13	2	98	18		27
313	E	94	13	2	102	23		30
314	E	95	13	3	146	17		29
315	E	96	13	1	64	9		14
316	LT	97	13	1	77	22		14
317	LT	98	13	1	64	9		23
318	LT	99	13	2	101	14		29
319	LT	100	13	1	64	9		21
320	LT	101	13	3	143	17		30
321	LT	102	13	2	102	23		30
322	E	97	14	3	144	16		31
323	E	98	14	2	98	18		31
324	E	99	14	2	102	24		33

Unit	Building	Door No	Level	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
325	E	100	14	3	146	17		31
326	E	101	14	1	64	9		17
327	LT	103	14	1	77	22		14
328	LT	104	14	1	64	9		14
329	LT	105	14	2	101	14		26
330	LT	106	14	1	64	9		14
331	LT	107	14	3	143	17		24
332	LT	108	14	2	102	23		27
333	LT	109	15	1	77	22		14
334	LT	110	15	1	64	9		14
335	LT	111	15	2	101	14		28
336	LT	112	15	1	64	9		14
337	LT	113	15	3	143	17		27
338	LT	114	15	2	102	23		31
339	LT	115	16	4	210	100		37
340	LT	116	16	4	213	74		31
341	LT	117	16	4	205	105		28
342	LT	118	16	4	210	93		29
Total					29,823	4,911	849	6,946

Total outdoor

5,760

Key		No. Units	Beds	Living m ²	Balcony m ²	Yard m ²	Car m ²
GW	Gordon West	43	61	3,769	437	127	841
GE	Gordon East	43	61	3,767	434	122	850
MC	Marcus Clarke	10	17	1,005	260	52	220
MW	Mew West	9	14	786	201	114	140
ME	Mew East	8	12	656	129	146	112
L	London	10	21	983	206	101	213
E	Edinburgh	101	160	8,843	1,456	90	2,176
LT	London Tower	118	174	10,014	1,788	97	2,394
Total		342	520	29,823	4,911	849	6,946



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SECTION ONE – DEFAULT RULES

DEFAULT RULES AS AT 06/07/2021 incorporating RN 1929141

1.1 Definitions

(a) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

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

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

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

NOTE: 1.4 (1) and (2) are as altered by special resolution registered on 28 July 2014 by dealing number 1929141.

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

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

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

- (iii) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
- (iv) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (v) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit – nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

executive committee representative means a person authorised, in writing, by the executive committee under subrule(1).

SECTION TWO – APPROVALS

2. APPROVAL

2.1 Approval of the Owners Corporation

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

2.2 Approval not to be withheld

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule

2.3 Approval of erections and alterations

For the purposes of Default Rule 1.4, the Functions of the Owners Corporation that are delegated to the Executive Committee are to be decided following submission of an appropriate application and details including:-

- (a) All proposed permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;
- (b) All proposed plans and specifications for the proposed works prepared by suitably qualified persons;
- (c) Details of what parts of the Building will be affected by the proposed works;
- (d) Details of how the proposed works will affect the appearance of the Building;

- (e) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the Building:
 - a. the structural integrity;
 - b. any services;
 - c. the fire and life safety aspects;
 - d. the acoustic properties.
- (f) If the proposed works may affect any of the aspects of the Building, appropriate plans and specifications from suitably qualified persons to address any such effect;
- (g) The proposed dates and times for the performance of works taking into account the Rules relating to noise;
- (h) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner or Resident; and
- (i) Any other document reasonably requested by the Executive Committee on behalf of the Owners Corporation relating to the proposed works.

On receipt of a written request for permission under Rule 2.3 the Executive Committee will determine whether the request will be approved by the Executive Committee or referred for decision by the Owners Corporation by special resolution.

(Examples of relevant Executive Committee approvals and conditions are as follows - An Owner may, with the prior written approval of the Executive Committee, install security screen doors to cover the balcony door and any window that opens onto the balcony, at the Owner's expense. Screen doors must be in a style approved by the Executive Committee to ensure that the screens are in a colour and style which is in keeping with the general outward appearance of the Metropolitan and must be approved/signed off as compliant a qualified fire service contractor approved by the Executive Committee, at the Owner's expense. (Note: "City Pearl" in colour and the approved style is 316 marine grade stainless steel mesh ie: crimsafe, amplimesh or equivalent. Such installations are at the individual owners cost, and must be adequately maintained by the individual.(Security Screens in the colour "City Pearl" are available from Valley Security Doors & Screens 197 Gilmore Rd Queanbeyan 2620 Ph: (02) 6297 3531.)

2.4 Conditions

Owners must comply with all conditions in an approval, which will include but not be limited to the following:-

- (a) the Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;
- (b) Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (i) as a result of the work (including costs to approve the work); and
 - (ii) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.
- (c) the Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any concerns as to effects on the Building; and
- (d) the Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.

2.5 Approval of Erections and alterations

The Executive Committee will not approve any proposal that:-

- (a) will result in increased bedroom numbers, or structural changes which may facilitate increased occupancy for a particular unit. This rule has been implemented on the following basis:
 - i. conversion of existing units will result in smaller multi bedroom units which is inconsistent with the original design for large footprint apartments.
 - ii. possible diminished property values for those who have paid full value for an approved bedroom layout.
 - iii. increased occupancy across the complex with increased drawing on community resources with no corresponding adjustment in contributions to the annual running costs of the complex or to maintenance and upkeep.
 - iv. increased pressure on existing parking and impacting on car parking to unit ratios originally envisaged in the development plan.
 - v. Possible compromise of inbuilt fire detection and suppression systems which were designed and installed based on original designs and bedroom layouts which has the potential to put individual units and the full complex at risk.
- (b) relates to an owner or occupier wishing to install any covering to the tiled surface of any balcony, including but not limited to artificial turf/grass and timber tiles, to preserve the original built design and functionality of the structure. This is because balcony surface covering, including synthetic turf and timber clip in tiles, has been found to affect the fall and the drainage of water, which has contributed to water ingress to habitable areas, including to units below.
- (c) impacts the fire-rated doors of the unit (including but not limited to the installation of security screen doors, deadbolts, and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work (any condition of such consent may include the appointment of a fire safety expert to determine the integrity of any modified fire door and any requirements to be compliant, with such costs to be borne by the Unit Owner).

2.6 Limited Works with pre-approval for the Building

Owners may, without the requirement of written consent from the Executive Committee, attend to the following Cosmetic/Minor Works on the conditions stated below;-

- (a) an Owner may install external weather draft stoppers on the inside of their unit's doors, without the Owners Corporation's prior written permission at the Owner's expense. Such installations must be kept in a state of good repair by the Owner at its expense.
- (b) An owner may install floating timber flooring to their unit provided it is not affixed to the building structure ie; concrete floor.
 - i. Any owner wishing to install hard surface flooring must make use of appropriate acoustic underlay and must notify the owners corporation of writing of the installation. Under no circumstances should hard surface be applied directly to the concrete slab.
 - ii. The owners corporation takes noise disturbance from hard surface flooring seriously, and will enforce reinstatement of soft surface floor coverings should it be deemed to create excess noise or nuisance to surrounding units. The Owners Corporation has a policy position on relevant floor coverings which promotes minimum old level to not exceed 50 dB.
- (c) Owners may install, at their own expense, battery operated bollards entirely within the car parking space allocated to the unit, subject to the following guidelines:
 - i. Bollards must be positioned 1500mm from the entry to the car space (measured to the front of the bollard),
 - ii. Bollards must be positioned centrally within the car space in a lateral direction,
 - iii. Bollards must be bolted into the concrete slab of the carpark, to a depth not exceeding 75mm,
 - iv. Bollards must be of an approved design;
 - Must not be greater than 450mm in height and 500mm in diameter
 - Must be pop-up style
 - Must be battery operated remote control (Bollards must not be mains powered)
 - Must be safety yellow in colour

Manually operated bollards are not permitted for reasons of safety

2.7 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations under the Rules and where it does so the Building Manager will have the benefit of the Common Property Rights Rule no3 and in clauses 4.19 and 4.20.

3. SECTION THREE – RIGHTS AND CONDUCT OF OWNERS

3.1 Applications Complaints and Reporting - Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported in writing to:

- (a) the Managing Agent, if one has been appointed; and
- (b) to the Building Manager, if one has been appointed (in addition to the Managing Agent); or

- (c) to a member of the Executive Committee, if neither a Managing Agent or a Building Manager has been appointed.

3.2 Lease or Licence of Units - Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Unit has a copy of the most recent version of the Rules (including all amendment or changes from time to time);
- (b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Building Manager regarding the Occupier of the Unit;
- (c) must take all reasonable action available to ensure the Occupier of the Unit complies with the Rules;
- (d) must ensure the term of the lease does not contravene any Law or Development Consent; and
- (e) must take all reasonable action available to ensure the Occupier of their Unit complies with all notices the Occupier receives from the Owners Corporation or the Building Manager in connection with the Occupier's use and occupation of the Unit.

3.3 Obligations of Occupiers

Occupiers:

- (a) must comply with the Rules;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

3.4 Compensation to Owners Corporation - Damage

Owners:

- (a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and
- (b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

3.5 Costs

Cost incurred by the Owners Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

3.6 Invitees - Obligation of Owners

- (a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules.
- (b) If an Owner cannot comply with Rule 3.6(a), then that Owner must:
 - (i) withdraw their consent to their Invitee being on or remaining in the Building; and
 - (ii) request that Invitee immediately leave the Building.
- (c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

3.7 Vehicles and Parking

- (a) Occupiers must only park their vehicles, including motor-cycles, in the Unit's subsidiary allocated car space in the basement car park, or in the designated motor cycle parking areas.
- (b) Occupiers must not block or use other occupier's allocated car parking space
- (c) Only registered and road worthy motor cars, motor cycles and bicycles may park or stand in a car parking space.
- (d) Occupiers must not park a vehicle on any part of the common property, including but not limited to the concrete access driveway, on landscaped areas, or in any position where it may cause an obstruction to others to access common or private property.
- (e) Owners and Occupiers must ensure their vehicles observe a 5kph speed limit within the complex.
- (f) Owners and Occupiers must clean at their own expense any oil spills caused by their vehicles or their guests' vehicles on any private car park and/or any part of the common property.
- (g) Any occasion requiring the owners corporation to clean oil stains from the common property will result in additional costs in doing so being recovered from the relevant Owner.
- (h) Children must not ride bicycles or play games on the common property driveway areas or in any part of the underground parking areas.
- (i) Repair work may not be carried out in a car parking space.

3.8 Garbage and Recycling

- (a) The Garbage Hopper must be used for domestic waste only and all domestic waste must be placed in the Garbage Hopper in a securely fastened bag or container and the hopper lid closed after use.
- (b) Non-recyclable material and recyclable material must be separated from each other.
- (c) Non - recyclable material must be securely wrapped in small parcels
- (d) Bottles, tins and other containers which are recyclable must be completely drained.
- (e) Nothing must be placed in a waste receptacle other than domestic waste generated from the use of the Units
- (f) All household rubbish must be wrapped or placed in garbage bags. No loose rubbish should be placed in the garbage chutes. No glass should be placed in the garbage chutes. Owners and Occupiers must not place garbage and/or recycling on the floor in front of the garbage

chutes, recycling cupboards, or on the floor of the garbage area or anywhere other than designated bins

- (g) Owners and Occupiers must not place or leave household items including but not limited to furniture and bedding in the garbage rooms nor in either the garbage or recycling hoppers and such items may only be disposed of by residents at appropriate Government collection areas.
- (h) Any occasion requiring the owners corporation to remove household items from the common property will result in additional costs in doing so being recovered from the relevant Unit Owner.
- (i) When disposing of rubbish, Owners and Occupiers must not cause noise likely to unreasonably disturb other Occupiers. Note: Noise from the garbage chute areas transmits easily to surrounding units.
- (j) Owners using agents must ensure that the agents advise their cleaners and tenants of these rules, in particular, not leaving rubbish in front of chutes.

3.9 External Appearance

- (a) Owners and occupiers must maintain their units in a state of good repair and so that other units are not adversely affected in terms of hygiene, appearance or value and must carry out any work in relation to the unit that is required by any Territory law.
- (b) Owners and occupiers must not carry out any alteration to their unit that is visible from the exterior of the building or from any other Unit that adversely affects the overall appearance of the building.
- (c) Owners and Occupiers must not drape rugs, mats, sheets, blankets, clothing etc. over balcony railings or install permanent washing structures on unit balconies
- (d) Owners and Occupiers must not place collapsible washing lines on unit balconies.
- (e) Owners and occupiers must not erect or affix any permanent washing structures on unit balconies.
- (f) Owners and Occupiers must not use a unit balcony as a storage area.

3.10 Security and Safety

- (a) Any requests for additional security fobs must be in writing by the Owner of the unit or their authorised agent to the strata managers office. The Owners Corporation may charge a reasonable fee for providing an additional security pass.
 - (i) The owner of the unit or their authorised representative is responsible to retain a list of registered fob numbers to enable identification of any lost or stolen fobs to enable deactivation from the system,
 - (ii) To maintain security, replacement fobs will only be issued following deactivation of the lost or stolen fob.
 - (iii) Notice must be provided if an additional fob is required for the purposes of sub-let car parking spaces, in order that access to common property facilities areas and residential

areas is restricted.

- (b) Additional front door keys must be requested in writing by the Owner of the unit or their authorised representative to the strata manager. Owners must not obtain additional front door keys without the prior written consent of the strata manager.
- (c) Access devices for which a deposit was paid will be refunded upon return of the device, provided that;
 - (i) they are undamaged;
 - (ii) they are operational and can be reprogrammed for future use; and;
 - (iii) a receipt is presented as evidence of purchase.Reimbursement will be made by direct funds transfer or a credit to the owners levy account, within 7 days of return of the device
- (d) Owners and Occupiers must take all reasonable steps to protect the security of the Metropolitan complex, including reporting faults in the security system and closing security doors to the strata manager and not allowing unauthorised persons into the Metropolitan complex.
- (e) Owners and Occupiers acknowledge that the common property is monitored by CCTV equipment in accordance with the CCTV policy as determined by the Owners Corporation from time to time.
- (f) Owners and Occupiers must not damage or tamper with CCTV equipment in any way.
- (g) Owners and Occupiers must ensure that security doors are closed firmly after entering or leaving the building.

Note: The Owners Corporation is unable to provide after hours access to residents if locked out of the building. In these instances, Occupiers should make alternate arrangements for example: leaving an additional set of access keys with a friend or relative.

3.11. Evacuation from the Building In an Emergency

- (a) Owners and Occupiers must comply with evacuation procedures when necessary.

Note: Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.

Note: In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.
- (b) Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owners Unit for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Unit if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.

3.12 Common Property Facilities - Pool, Gym and Sauna

- (a) Owners and Occupiers acknowledge that they and their guests use the common property facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of the common property facilities.
- (b) The common property facilities must not be used whilst under the influence of any drugs, alcohol, or other prohibited substance.
- (c) Invited guests using the common facilities must be accompanied by the Occupier of the unit whom they are visiting at all times.
- (d) Owners and Occupiers must ensure children under 16 years of age are supervised by a parent or guardian at all times when using the common facilities.
- (e) Owners and Occupiers must not bring glass items or alcohol into the pool, gym and sauna areas.
- (f) Owners and Occupiers must ensure that the common facilities are left clean and tidy after use.
- (g) Owners and Occupiers must ensure that security doors to the common facilities are kept closed when not being used in the ordinary course.
- (h) Owners and residents must not use the pool, gym and sauna areas in such a way as to cause a nuisance to other users of the common facilities.
- (i) Owners and Occupiers must not use the common facilities outside of the hours 5.00am to 10.00pm. To do so causes adverse noise disturbance to surrounding units.

3.13 Signs

Owners and Occupiers must not display Signs on the Unit or Common Property except real estate for sale/lease signs which must be limited in height and width a maximum of 1.2 x 1.2M within the window and/or balconies of the unit that is being advertised for sale, (or in the case of ground floor units on the courtyard wall of the unit).

- (a) For ground floor units, for sale signs can be temporarily affixed to the courtyard wall of the unit advertised for sale, with no permanent damage to be caused to the perimeter fencing.
- (b) Owners and Occupiers must not place any Signs on or in the perimeter garden or lawn area.
- (c) Rectification of any damage caused as a result of the erection of Signs, will be the responsibility of the unit advertised for sale.
- (d) Real estate signs must be removed within 48 hours of the sale or lease of the Unit.

3.14 Smoking

- (a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (b) An owner or occupier of a Unit must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, in the Unit does not penetrate to the common property or any other Unit.

3.15 General

Health and Safety -

- (a) Occupancy Numbers - For the purposes of rules 1.8, 1.9 and 1.10, the Owners Corporation in general meeting by special resolution have adopted the following conditions to be imposed in interpreting a nuisance or annoyance for the purposes of default rule 1.9 (3) and 1.10 (3) and to guide the Owners Corporations actions in relation to the control, management and administration of the common property. The following activities will not be consented to by the Executive Committee due to the significant safety risks associated with people congregating in larger numbers within confined spaces and that can accordingly give rise to unsafe congestion areas in common areas in the event of emergency. A unit owner must not permit;-
- (i) Excessive occupants to occupy the unit;
 - (ii) Excessive number means such standards as required to comply with the Building code and no greater than;-
 - A. For a studio or unit with 1 Bedroom – 3 Occupants
 - B. For a unit with 2 Bedrooms – 6 Occupants
 - C. For a unit with 3 Bedrooms – 9 Occupants
 - D. For a unit with 4 or more Bedrooms – 12 Occupants

Bedroom means a bedroom as set out in the original building plans for the Metropolitan Apartments

Occupant means a person spending a night in the unit whether as an owner, tenant or guest.

- (b) In addition to rules 1.7, 1.8 and 1.9 Owners and Occupiers must not do anything which may:
- (i) cause a hazard to the health, safety and security of an Owner, or Occupier;
 - (ii) prejudice the safety or security of any part of the Property;
 - (iii) interfere with the fire or life safety equipment at the Property;
 - (iv) obstruct any fire safety egress at the Property; or
 - (v) cause non-compliance with any fire and life safety requirement for the Property
- (c) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages. Note: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water. The Owners Corporation recommends Unit Occupiers maintain their own contents insurance.
- (d) Owners should regularly inspect storage cages and contents for any indications of tampering.
- (e) Owners and Occupiers must not store any items on any part of the common property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
- (f) Any occasion requiring the owners corporation to remove stored items from on top of storage cages or the common property will result in additional costs in doing so being recovered from the offending unit, under S31 of the Management Act.
- (g) Oversized items which do not fit within the storage cages provided must be stored off site.

- (h) Owners and Occupiers must not leave any shopping trolleys on the common property areas, or on the surrounding garden/grassed areas at the complex.
- (i) Owners and Occupiers must not cause a hazard or nuisance to other Occupiers by the use of BBQs on balconies.
- (j) Owners and Occupiers must not ride bicycles, rollerblades, skateboards etc, on the common property within the building perimeters.
- (k) Graffiti of any description is not permitted on any area of the complex.
- (l) Owners and Occupiers must not display Christmas lights any part of the common property or a unit except on the following conditions:
 - a. Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - b. Lights must not be permanently affixed in any way.
 - c. Flashing lights are not permitted between the hours of midnight and 6.00am.

3.16 Keeping of Pets - Conditions

- (a) In accordance with Section 32 (2) of the *Management Act*, an Owners Corporation may impose reasonable conditions in providing consent to an animal.
- (b) All applications for keeping of animals must be in accordance with Section 32 of the *Management Act* and
 - i. The Executive Committee are delegated the authority to make decisions regarding Owner and Occupier applications to keep an animal in a Unit.
 - ii. The Executive Committee will keep under review any consent that has been given, and the consent to keep an animal pet may be withdrawn at any time upon reasonable notice to the Owner or Occupier if the animal causes an unreasonable nuisance to another Occupier.
 - iii. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
 - iv. Any damage or soiling of the common property caused by an Owner or Occupier's animal is the responsibility of the Owner or Occupier to rectify and/or clean at their own expense.
 - v. No animal is permitted in the common courtyards of the Metropolitan complex at any time and all cats must be kept inside overnight.
 - vi. Permission to have an animal is not transferable to a new Owner or Occupier of apartment unit or to current residents replacing an approved animal.
 - vii. Owners and Occupiers must ensure that any real estate agent or property manager associated with the sale or lease of a unit are advised and are obliged to advise prospective purchasers or prospective Occupiers that it is a condition of ownership and occupation at the Metropolitan complex that animals may only be kept with the

prior consent of the Owners Corporation.

viii. All pets must be kept on a lead when moving around the Metropolitan complex

3.17 Compliance

- (a) If the Owners Corporation, acting reasonably, forms the view:
 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of rule 3.16(b) on a continuing basis,the Owners Corporation may serve a notice on the Owner of the Unit containing that pet requesting that the pet is permanently removed from the Building.
- (b) An Owner who has received a notice from the Owners Corporation under rule 3.17(a) must comply with the requirements of the notice with 14 days of receiving it.

3.18 Signs - Prohibited

Owners must not fix a Sign to or on Common Property or their Unit which is visible from outside their Unit.

3.19 Qualification

The provisions of this rule do not apply to a Sign fixed on any part of the Building pursuant to the right to do so under a Common Property Rights Rule or Easement.

3.20 Insurance Premiums - Obligation of Owners

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

3.21 Owner liable

- (a) Consent under rule 3.20(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Unit. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

SECTION FOUR – COMMON PROPERTY RIGHTS RULES

4. ABOUT THE RULES IN THIS SECTION

4.1 What Common Property Rights Rules do

- (a) A Common Property Rights Rule confers on the Owner of the Unit the subject of the rule:
 - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or

- (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Common Property Rights Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.
- (d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

4.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rule prevails to the extent of the inconsistency.

4.3 Exclusive Use and Special Privileges - Common Property Rights Table

- (a) Section Five contains the Common Property Rights Table which:
 - (i) describes the exclusive use rights and special privileges;
 - (ii) identifies the area for which the Owner or someone else with an interest in a unit in the units plan has an exclusive use right or special privilege;
 - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) References to a "column" is a reference to a column in the Common Property Rights Table.

4.4 Exclusive use and special privilege

The Owner of the Unit or the person described in the event of a rule established under Section 112A (1) (b) of the Management Act identified in column 3 has the exclusive use rights or special privileges described in column 2.

4.5 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility:
 - (i) in accordance with its right to do so under section 30 of the Management Act, the Owners Corporation may charge a fee to each Benefited Unit Owner who has the exclusive use right or special privilege in the manner provided by this Section 4;
 - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that fee according to the proportion the unit entitlement of its Unit bears to the

aggregate unit entitlement of all Units having the exclusive use or special privilege;
and

- (iii) the Owners Corporation must determine and recover the monies in the manner provided by rule 4.5(b)
- (c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Unit Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

4.6 Other obligations

- (a) A Benefited Unit Owner or someone else identified with the responsibility for the maintenance and repair of an item of Common Property must:
 - (i) regularly clean the item;
 - (ii) keep it in a state of good and serviceable repair;
 - (iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;
 - (iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
 - (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
 - (vi) insure the item;
 - (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
 - (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Except as permitted by this rule, nothing in this Section gives a Benefited Unit Owner the right to make alterations, additions or changes to Common Property.

4.7 Rights

A Benefited Unit Owner has the following additional special privileges:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

4.8 Consent of the Owners Corporation

If the consent of the Owners Corporation is required before a Benefited Unit Owner can carry out a Function in a rule;

- (a) the Owners Corporation may not unreasonably withhold its consent; and
- (b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

4.9 Obligations of Benefited Unit Owners

- (a) Each Benefited Unit Owner:
 - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;
 - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and
 - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Unit Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

4.10 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

4.11 Purchasers

If a person becomes the Owner of a Benefited Unit at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay money to the Owners Corporation.

4.12 Obligation of Benefited Unit Owner

When exercising their Functions, Benefited Unit Owners:

- (a) must not use their Unit for any unlawful purpose prohibited by Law;
- (b) must procure all relevant approvals; and
- (c) if required to do so, must provide a copy of all approvals to the Owners Corporation.

4.13 Information to Owners Corporation

Prior to installing a Sign, a Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property.

4.14 Conditions

A Sign must not be installed:

- (a) If it is inconsistent with the design principles developed by the Owners Corporation and enshrined in the Signage Policy as updated from time to time, to ensure architectural and aesthetic consistency is maintained within the common areas
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners; or
- (c) in the event the sign is not adequately maintained or relevant contributions required to be made are not made.

4.15 Obligations of Benefited Unit Owners

When installing any Sign, Benefited Unit Owners must:

- (a) ensure the location, material and content of the sign meets the design criteria stipulated in the Signage Policy;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired.

4.16 Airconditioning - Information to Owners Corporation

Prior to installing air conditioning in the Benefited Unit, the Benefited Unit Owner must give the Owners Corporation plans and specifications of air conditioning unit, compressor and all associated Services Apparatus, and their location on and impact on Common Property.

4.17 Conditions

An air conditioning unit, compressor and all its associated Services Apparatus must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

4.18 Obligations of Benefited Unit Owners

When installing an air conditioning unit, compressor and all associated Services Apparatus, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying Common Property;
- (e) cause as little disturbance as is practicable to other Owners;

- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

4.19 Building Managers Store Areas, BM Office and Executive Committee Meeting Rooms and the Building Manager

The size and complexity of the Metropolitan complex requires a Building and Facilities Manager to attend the complex to monitor all systems and facilities both on site during the core hours and on call and it is a condition of the Building Managers contract that they have access to the Store Areas, and the BM Office and Meeting room as detailed in the Schedule and designated by the Executive Committee together with access by the Strata Manager and the Executive Committee from time to time.

4.20 Conditions

The areas the Building Manager may occupy for the purposes of complying with the Building Manager Contract shall not be used as a separate dwelling area.

5. GENERAL OBLIGATION OF OWNERS CORPORATION

5.1 Consent

By the registration of these rules, the Owners Corporation is regarded as having consented to each and every application, plan and report required by an Owner with the benefit of a rule in the Common Property Rights Rule Table to enable that Owner to exercise its Functions in that rule.

5.2 Endorsement of Consent

Within 14 days of a request from an Owner with the benefit of a rule in the Common Property Rights Rule Table to do so, the Owners Corporation must endorse its consent on every application, plan and report to enable that Owner to exercise its Functions in that rule.

SECTION FIVE – COMMON PROPERTY RIGHTS TABLE

No.	Exclusive or special privilege	Benefited Unit/Units with an Interest	Party responsible for maintenance and repair
1.	<p>Special privilege:</p> <ul style="list-style-type: none"> • to fix a Sign or Signs to that part of the Common Property adjacent to or near the Benefited Unit as designated in the Signage Policy; • to fix a Sign or Signs on the inside of the glass of the shop 	Units 1 – 33, 58,59,88,89,114 and 115	Benefited Unit Owner

	<p>front of its Benefited Unit; and</p> <ul style="list-style-type: none"> to apply for and obtain all relevant approvals and certifications to enable it to erect its Signs, <p>subject to the conditions in rule 4.13 – 4.15.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> each Sign (to the extent it comprises Common Property); those parts of the Common Property to which each Sign is attached, <p>subject to the conditions in rule 4.13 – 4.15.</p>		
2.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property an air conditioning unit, compressor and all associated Services Apparatus. Installation is restricted to the areas identified in the mapping diagram marked Annexure A, and <p>subject to the conditions in rule 4.16-4.18.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> the air conditioning unit, compressor and all associated Services Apparatus it has installed (to the extent it comprises Common Property); those parts of the Common Property to which the air conditioning unit, compressor and all associated Services Apparatus has been installed, <p>subject to the conditions in rule 4.16 – 4.18.</p>	Units 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 322, 323, 324, 325, 326, 339, 340, 341 & 342	Benefited Unit Owner
3.	<p>Special privilege:</p> <ul style="list-style-type: none"> to store and occupy the building managers office and storage areas and for the 	Executive Committee Building Manager Strata Manager	

	<p>Executive Committee members to use the store and office areas as identified as the Building Managers Area within the Common Property subject to the conditions in rule 4.19 and 4.20.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • the BD Office, storage areas and Executive Committee Meeting Rooms, subject to the conditions in rule 4.19 and 4.20. 		
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5.3 Dictionary - Meaning of terms

In these rules, these terms (in any form) mean:

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Assistance Animal is a dog or other animal:

- (a) accredited by a prescribed animal training organization; or
- (b) trained to assist to alleviate the effect of a disability.

Authority means a Government Agency or a statutory, public or other authority having jurisdiction over the Building.

Balcony includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Unit.

Benefited Unit means a Unit having the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Unit Owner means the Owner of a Unit with the benefit of a Common Property Rights Rule/Special Privilege.

Benefited Party means a person or body corporate with the benefit of an Easement.

Building means the building or buildings the subject of the Units Plan.

Building Manager means the party (if any) appointed by the Owners Corporation as building manager.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.

Car Park means that part of the Building containing the area for the parking of Vehicles.

Car Space means that part of the Building designed for parking cars and includes a Unit marked a car space on the Units Plan and any part of a Unit marked as a car space on the Units Plan.

Common Property means so much of the Parcel as from time to time is not comprised in a Unit.

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act.

Common Property Rights Rule Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

Common Property Rights Table is the table in Section #.

Complex means the building known as The Metropolitan complex.

Development Act means the *Unit Titles Act 2001 (ACT)*.

Development Application means an application for a development consent made under the *Planning and Development Act 2007 (ACT)* and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the *Planning and Development Act 2007 (ACT)* and includes all amendments and variations to a consent.

Equipment includes cables, plant, machinery, equipment and security devices.

Executive Committee means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

Fee means a fee payable.

Function means right, duty or obligation.

Government Agency means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

Law includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

Legislation means the Management Act and the Development Act or as the context requires.

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

Managing Agent means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

Occupier means a person in lawful occupation for the time being of a Unit (not being the Owner of the Unit).

Original Owner means the registered proprietor of the Units at the time of registration of the Units Plan.

Owners Corporation means the owners corporation constituted on registration of the Units Plan.

Parcel means the land comprising the Units and Common Property the subject of the Units Plan.

Register means the register kept by the Registrar-General at ACT Titles Office.

Rental Agreement means an agreement under which an Occupier occupies a Unit.

Representative means the representative appointed by the Owners Corporation to the Building Management Committee.

Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rule means a rule made by the Owners Corporation in accordance with rule # (as it may be amended or changed) and these Rules are in addition to the mandatory Default Rules under the Management Act, and to the extent of any inconsistency where permissible under the Management Act these Rules prevail to the extent of any inconsistency.

Rule Instrument means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

Rules means the rules in place from time to time for the Building.

Security Key means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed services.

Service Contract means a contract for the provision of services to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

Services Apparatus means:

- (a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and
- (c) any item of plant or equipment in which a Service is cleaned or filtered.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Building Management Statement.

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Unit for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Unit or any part of a Unit marked as storage on the Units Plan and any part of a Unit designed for storage.

Substitute Representative means the substitute representative appointed by the Owners Corporation to the Building Management Committee.

Unit means a unit in the Units Plan and otherwise has the meaning given to it by the Development Act.

Units Plan means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Waste means garbage refuse and waste.

Work means cosmetic work or minor work.

5.4 INTERPRETATION - Undefined Words

Undefined words in these rules have the same meaning as they do in the Management Act.

5.5 Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;
- (b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

5.6 Headings

Headings do not affect the interpretation of the rules.

5.7 Severance

(a) Subject to rule 5.7 (a) (ii)

(i) if a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite rule 5.7(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole rule must be served.

(b) If an event under rule 5.7(a) occurs, the remainder of these rules continue in full force and effect.

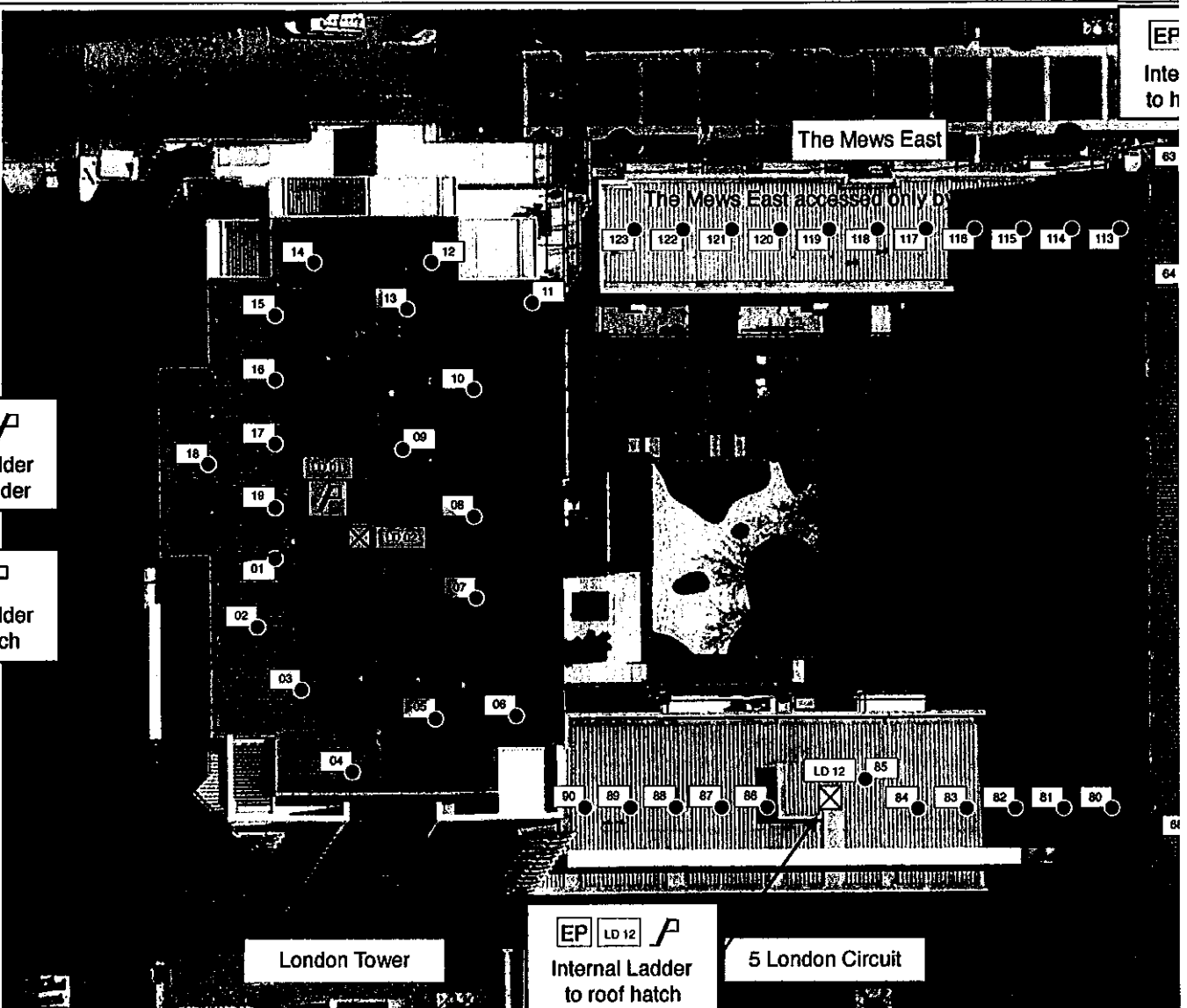
5.8 Meaning of Owner

When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.


EXECUTION:

Dated the day of 2021
















































Approved for Registration - AGM 6th July 2021



EP LD 01 
Internal Ladder
to hatch ladder

LD 02 
Internal Ladder
to roof hatch

EP LD 12 
Internal Ladder
to roof hatch

Label	Item	Passed	Failed	Proposed	Item	Passed	Failed	Proposed
LB 01	Ladder Bracket				First Man Up Cable			
	Walkway				Steps			
01	Anchor Point				Skylight Cover			
	Access Ladder				Signage			
LD 01	Access Ladder - Line				Access Hatch			
	Access Ladder - Caged				Access Hatch Guardrail			
	Lifeline System				Guardrail			
001	Rail System				Roof Entry Point			

This Drawing is the property of RIGCOM Access. It is confidential and must not be copied, traced or loaned without written permission from RIGCOM Access.

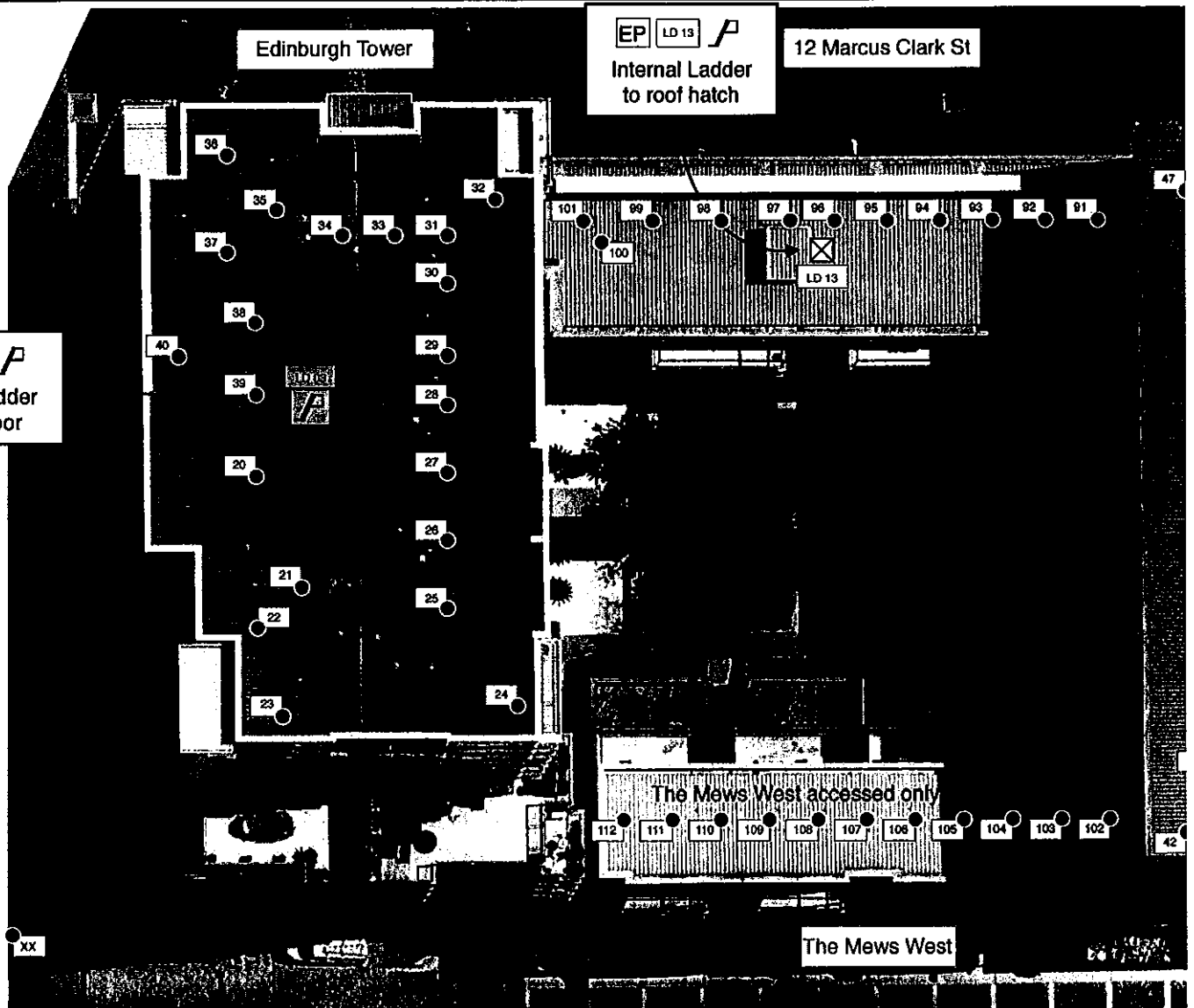
DRAWN: _____

CHECKED: _____

DATE: _____

SCALE: N.T.S.

REVISION _____



Label	Item	Passed	Failed	Proposed	Item	Passed	Failed	Proposed
LB 01	Ladder Bracket				First Man Up Cable			
	Walkway				Steps			
01	Anchor Point				Skylight Cover			
	Access Ladder				Signage			
LD 01	Access Ladder - Line				Access Hatch			
	Access Ladder - Caged				Access Hatch Guardrail			
001	Lifeline System				Guardrail			
	Rail System				Roof Entry Point			

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DRAWN: _____

CHECKED: _____

DATE: _____

SCALE: N.T.S.



REVISION _____



Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP 3063
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">06/07/2021</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p> <p>The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	06/07/2021	See attached Minutes
	___ / ___ / ____	
A4	<p>Owners Corporation declaration</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>06/07/2021 Date of affixing of seal</p> <p>Signature: </p> <p>Designation: Strata Manager</p> </div> <div style="width: 45%; text-align: center;">  </div> </div>	

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



Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

• A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

• A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

B2 When does a reduced quorum decision take effect?

• A reduced-quorum decision takes effect 21 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 reduce quorum decisions be disallowed?

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

• state the resolution or resolutions to which it applies; and

• be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

• be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

• A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

• For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

• If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

• A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

• A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 3063
"METROPOLITAN"
EDINBURGH AVENUE, GORDON STREET, MARCUS CLARKE STREET
& LONDON CIRCUIT, CANBERRA CITY ACT 2601**

DATE:	Tuesday 6 th July 2021
TIME:	5.30 PM
VENUE:	Boardroom, Level 15, QT Hotel London Circuit Canberra

- PRESENT:** Mr M Deasy (Unit 10), Mrs H Marlton (Unit 50), Mr W & Mrs P Christie (Unit 52), Mr H Van Deursen & Ms L Ziegler (Unit 56), Mr C Fishwick (Unit 89), Mr A Pecek (Unit 104), Mr E Lombe & Ms K Redstol (Unit 177), K Channawa (Unit 203), Ms G Tregear (Unit 222), Ms K Wilson (Unit 243) Ms S Paice (Unit 250), Mr M Lescohier (Unit 277), Ms P Brown (Unit 287), Mr R Laird (Unit 311), Ms J Hobson & Mr C Smith (Unit 312), Mr P Reynolds (Unit 331), Mr A Busby (Unit 325), Mr M Coyle (Unit 339), Mr P Southern (Unit 341)
- Nina Cannell representing Signature Strata
Matt Benedetti representing Point Facilities Solutions
- PROXIES:** Mr P Legge-Wilkinson (Unit 229), Mr M Flanagan (Unit 235), Ms S Bahk (Unit 278) appointing Mr P Reynolds
Mr J Marlton (Unit 50) appointing Mrs H Marlton
Ms F Bull & Mr F Alvarez (Unit 266) appointing the chairperson
Mr M & Mrs E Gartner (Unit 192) appointing Ms G Tregear
- ABSENTEE VOTES:** Mr J & Mrs S Armstrong (Unit 61), Mr A Lim (Unit 70),
Mr M Moses & Ms D Wilson (Unit 241), Mr I & Mrs J Myers (Unit 289)
- APOLOGIES:** Mr P Legge-Wilkinson (Unit 229), Ms S Bahk (Unit 278), Mr M Flanagan (Unit 235),
Ms F Bull & Mr F Alvarez (Unit 266)
- CHAIR:** Mr P Reynolds took the role of chairman
- QUORUM:** A quorum was not present, however the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting are accepted.* **CARRIED**

Matters arising from those minutes.

There were no matters arising from the minutes.

MEETING BY ALTERNATE METHODS

Passing this motion enables meetings to be held electronically.

MOTION 2: *That the Owners Corporation of UP 3063 authorise, in accordance with Section 3.1(2) of the Unit Titles (Management) Act 2011, meetings to be held using a method, or a combination of methods of communication to enable attendance without the members being in each other's presence.* **CARRIED**

Note – Meetings can be held, for example, via phone link, satellite link, internet or intranet link. A person who takes part in a meeting conducted under subsection Section 3.1(2) is taken to be present at the meeting.

INSURANCE

The Owners Corporation holds insurance cover with CHUBB Insurance Australia Limited, through Allinsure, as follows:

Policy No:	93214087
Due date:	31 st January 2022
Premium:	\$166,757.40
Building Sum Insured:	\$192,247,440.00
Excesses:	\$2,500 Basic Excess
Last insurance valuation report:	17 October 2017
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit, or public liability coverage on private property.

MOTION 3: *That the Owners Corporation of 3063 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

INSURANCE CLAIMS

Hail Storm Damage – 20 January 2021

The contract of works has been reviewed by the Allinsure and by Wise Choice Project Services (appointed to represent the Owners Corporation) and has been executed.

Schedule of works currently remains outstanding, as does advice regarding alternate accommodation arrangements for select units which will be heavily impacted by the works due to accessibility requirements. Once these details are made available, the works schedule will be published for all owners.

Clarification is to be sought from the insurer that failed vergola motors and fascia paintwork damage (due to prolonged exposure to elements following the storm) are covered under the claim.

AUDIT OBLIGATIONS

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00.

Financial reports for the period ending 31 May 2021 were audited by Kelly & Partners, with their report dated 11th June 2021 finding the financial reports to present fairly in all material aspects.

A copy of the audited financial reports are presented in Motion 5.

FINANCIAL REPORT

MOTION 4: *That the financial statements for the period ending 31 May 2020, independently audited by Kelly & Partners, be accepted.* **CARRIED**

Financial Reports for the period ending 31 May 2020 were provided to all owners, showing the following balances:

Administrative Fund:	\$629,204.96
Sinking Fund:	\$2,277,038.32
Special Purpose Defect Fund:	\$243,221.45

MOTION 5 *That the financial statements for the period ending 31 May 2021, independently audited by Kelly & Partners, be accepted.* **CARRIED**

SINKING FUND FORECAST

Wise Choice Project Services have been engaged to prepare an updated Sinking Fund Forecast, to take into consideration both completed and planned works, including replacement of ACP Cladding, external repainting, balcony sealant, gym upgrades and replacement and roof replacement (hailstorm claim), as well as proposed EV charging facilities.

MOTION 6: *That the Owners Corporation give consent for the updated Sinking Fund Forecast to be approved and accepted by the Executive Committee, and presented to the next AGM.* **CARRIED**

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

There remain ongoing issues of minor water ingress from balconies and windows, which are addressed independently by Wise Choice Project Services. These matters are outside of the warranty period and consequently not covered under the original Deed of Release with Hindmarsh.

MAINTENANCE PLAN

Section 24 (1A) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (1B).

Wise Choice Project Services have been engaged to prepare a comprehensive maintenance plan for presentation at the 2022 AGM.

MOTION 7: *That the Owners Corporation give consent for the maintenance plan to be approved and accepted by the Executive Committee, and presented to the next AGM.* **CARRIED**

Note – This will be undertaken in conjunction with Point Facilities Solution who have an operational maintenance plan. A detailed Asset Register and maintenance plan will need to be amended to meet the criteria of the Maintenance Plan under the Act.

The Point Facilities Solutions/Signature Strata will then be required to consolidate all warranties, manuals, and manufacturer/installer details (where available) into the maintenance plan.

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

Fire Safety Equipment is maintained under contract by Infinity Fire Protection.

GYM EQUIPMENT UPGRADE

MOTION 8: *That the Owners Corporation give consent for the Executive Committee to accept a proposal for upgrades to the gym, including strength equipment, acoustic flooring and treadmills, with the upgrades to be financed from the existing Administrative Fund Forecast.* **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 9: *That the proposed Administrative Fund budget of \$1,396,373.00 (plus. GST) for the period 1 June 2021 to 31 May 2022 be adopted.* CARRIED

Sinking Fund

MOTION 10: *That the proposed Sinking Fund expenditure of \$785,000.00 (plus. GST) for the period 1 June 2021 to 31 May 2022, be adopted.* CARRIED

Levy Contribution

MOTION 11: *That the Owners Corporation determines an Administrative Fund Levy of \$1,278,361.00 (plus. GST) for the twelve month period, commencing 1 June 2021 and to be contributed in accordance with the unit entitlements at quarterly intervals, being first days of September & December 2021 and March & June 2022.* CARRIED

MOTION 12: *That the Owners Corporation determines a Sinking Fund Levy of \$639,877.00 (plus. GST) for the twelve month period, commencing 1 June 2021 and to be contributed in accordance with the unit entitlements at quarterly intervals, being first days of September & December 2021 and March & June 2022.* CARRIED

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 21 July 2020, for one year with two further one year options. The contract is available through the owners portal. You can access the portal via signaturestrata.com.au, using your personal log in details provided in your new owner letter/welcome letter.

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

ELECTION OF COMMITTEE

The resignation of Mr Ian Myers, outgoing chairperson of several years was noted. A vote of thanks was moved to Mr Myers for his extraordinary contributions to the Metropolitan Executive Committee and general Metropolitan community.

A vote of thanks was moved for Mr P Reynolds for stepping into the position of chairperson and to the remainder of the outgoing Executive Committee for their contributions.

The following proprietors were elected to form the committee:

Mr M Deasy	Unit 10	Ms K Wilson	Unit 243
Ms P Christie	Unit 52	Mr M Flanagan	Unit 235
Mr C Fishwick	Unit 89	Ms S Bahk	Unit 278
Mr A Pecek	Unit 104	Mr A Busby	Unit 325
Ms G Tregear	Unit 222	Mr P Reynolds	Unit 331
Mr P Legge-Wilkinson	Unit 229	Mr M Coyle	Unit 339

Note - Due to an administrative oversight, Mr Peter Legge-Wilson's proxy vote and Executive Committee nomination was overlooked and therefore not mentioned at the Annual General Meeting. Mr Legge-Wilson advised he is still eager to remain on the Executive Committee despite its larger size. The Chair of the Executive Committee noted Mr Legge-Wilson's valuable insights and contributions during his time on the Executive Committee previously, and has suggested in the interest of fairness the newly formed Executive Committee of eleven (11) be increased to twelve (12) given the circumstance. Motion 13 has been amended accordingly.

If there are any objections to this course of action, owners are asked to email the managing agent, and any objections will be addressed by the Executive Committee at their first meeting.

MOTION 13: *That the Owners Corporation of UP 3063 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.* LAPSED

MOTION 13 (i): *Special Resolution - It was resolved that the Owners Corporation of UP 3063 agree to increase the number of members to 11.* CARRIED

MOTION 13 (ii): *It was resolved that all nominations be accepted.* CARRIED

The first meeting of the Executive Committee will establish *Rules of Engagement* and a list of priorities for the coming year.

SPECIAL PRIVILEGES OVER COMMON PROPERTY

MOTION 14 (Special Resolution): *That the Owners Corporation of 3063, pursuant to section 112A of the Unit Titles (Management) Act 2011 (ACT) grant special privileges over common property as set out in the below schedule, subject to a Special Privilege Rule, to be presented for adoption by the Owners Corporation and lodged for registration under the common seal of the Owners Corporation.* CARRIED

Column 1 Rule	Column 2 Exclusive use or special privilege	Column 3 Benefited Unit/Units or with an interest	Column 4 Party responsible for maintenance and repair
1.	<p>Special privilege:</p> <ul style="list-style-type: none"> • to fix a Sign or Signs to that part of the Common Property adjacent to or near the Benefited Unit as designated in the Signage Policy; • to fix a Sign or Signs on the inside of the glass of the shop front of its Benefited Unit; and • to apply for and obtain all relevant approvals and certifications to enable it to erect its Signs, <p>subject to the conditions in rule 4.13 – 4.15.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> • each Sign (to the extent it comprises Common Property); • those parts of the Common Property to 	Units 1 – 33, 58,59,88,89,114 and 115	Benefited Unit Owner

	<p>which each Sign is attached, subject to the conditions in rule 4.13 – 4.15.</p>		
2.	<p>Special privilege:</p> <ul style="list-style-type: none"> to install in or attach to the Common Property an air conditioning unit, compressor and all associated Services Apparatus, subject to the conditions in rule 4.16-4.18. <p>Exclusive use of:</p> <ul style="list-style-type: none"> the air conditioning unit, compressor and all associated Services Apparatus it has installed (to the extent it comprises Common Property); those parts of the Common Property to which the air conditioning unit, compressor and all associated Services Apparatus has been installed, subject to the conditions in rule 4.16 – 4.18. 	<p>Edinburgh and Gordon West AC Locations Units 20, 21,22,23,24,25,26,27,28, 29,30,31,32,33,34,35,36,37,38,39, 40,41,42,43,44,45,46,47,48,49,50, 51,52,53,54,55,56,57,58,59,60,61, 91,92,93,94,95,96,97,98,99,100, 101,102,103,104,105,106,107,108, 109,110,111,112,</p> <p>London and Gordon East AC Locations Units 1,2,3,4,5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,62,63,64,65,66, 67,68,69,70,71,72,73,74,75,76,77, 78,79,80,81,82,83,84,85,86,87,88, 89,90,113,114,115,116,117,118, 119,120,121,122,123</p>	<p>Benefited Unit Owner</p> <p>Benefited Unit Owner</p>
3.	<p>Special privilege:</p> <ul style="list-style-type: none"> to store and occupy the building managers office and storage areas and for the Executive Committee members to use the store and office areas as identified as the Building Managers Area within the Common Property subject to the conditions in rule 4.19 and 4.20. <p>Exclusive use of:</p> <ul style="list-style-type: none"> the BD Office, storage areas and Executive Committee Meeting Rooms, subject to the conditions in rule 4.19 and 4.20. 	<p>Executive Committee Building & Facilities Manager Strata Manager</p>	

CONSOLIDATED RULES

Section 106 of the Unit Titles (Management) Act 2011 states that the rules of an Owners Corporation are the default rules as amended by the alternate rules (if any) registered under the Land Titles (Unit Titles) Act 1970.

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation.

MOTION 15 (Special Resolution): *That the Owners Corporation of UP 3063 adopt the Consolidated Rules as per attachment A, and that they be lodged for registration under the common seal of the Owners Corporation.* **CARRIED**

CCTV

Concern was raised at the removal of the CCTV Policy from the Owners Corporation Rules, and it was explained that it had been removed on the advice of the legal representative, to enable it to be updated from time to time without the need to update the registered Consolidated Rules.

The policy has been updated to reflect current practices, and will be presented to the Executive Committee for acceptance, noting it remains in accordance with relevant privacy principles.

MOTION 8: *That the Executive Committee be authorised to review and adopt the updated CCTV Policy.* **CARRIED**

GENERAL BUSINESS

Future Proofing the building

The Executive Committee have been consulting John Raineri & Associates in regard to future proofing options for the building, with specific focus (most recently) on Electric Vehicle charging stations.

The Executive Committee will continue to consider future proofing options, including fibre to the node, lift upgrades and any other sustainability enhancements identified.

Noise – The Barracks

Ongoing noise issues as a result of The Barracks construction site were noted to have improved in recent weeks.

The construction team can only be held accountable for breaches of the DA conditions surrounding noise when they are reported to EPA. Owners and residents affected by noise from the construction site are encouraged to contact EPA to report any excess noise (details can be found in the lifts).

Light Rail

It was noted that the construction of the light rail will involve 24/7 construction noise which is expected to create significant disturbance to residents of Metropolitan.

The Executive Committee are to establish a consultative group to address ongoing issues of noise and the inadequacy of current regulations which are outdated since the development of the City as a residential area. The consultative group are to consider involvement of surrounding developments in discussions with ACT Government and Opposition parties.

Lift Capacity – Covid 19

It was noted that the existing lift capacity (Max 2 per lift or people from the same household) is based on the current ACT Government guidelines of 1 person per 1.5sqm. The advice of the ACT Government will continue to be monitored and any changes to their advice implemented where appropriate.

Moving In and Out Procedures

The Executive Committee are to formulate a "Moving In and Out" policy which is to be presented to the next AGM for incorporation into the Consolidated Rules,

Act Government – Bulky Waste Removal

The Bulky Waste Collection scheme recently introduced by ACT Government was acknowledged as an initiative which represented significant obstacles in its current form, including storage space and security of items to be collected, contamination control and accessibility of goods for collection.

The Executive Committee are to investigate options which may be available to assist with viability of the scheme at Metropolitan.

Bicycle Parking

It was noted that the bicycle storage areas were at capacity, despite regular bike audits. Alternate options to increase capacity of existing spaces is to be explored/considered by the Executive Committee.

CLOSURE


There being no further business the meeting closed at 7.05 PM



Unit Titles (Management) Act 2011 - Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP 3063
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">08/07/2020</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	
	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice	
	Date of decision	Full text of reduced quorum decision
	08/07/2020	See attached Minutes
A4	<p>Owners Corporation declaration</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;"> <p>09/07/2020 Date of affixing of seal</p> <p style="margin-top: 50px;">Signature: </p> <p>Designation: Strata Manager</p> </div> <div style="width: 55%; text-align: center;">  </div> </div>	

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



Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 21 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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).





MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 3063
"METROPOLITAN"
EDINBURGH AVENUE, GORDON STREET, MARCUS CLARKE STREET
& LONDON CIRCUIT, CANBERRA CITY ACT 2601

DATE:	Wednesday 8 th July 2020
TIME:	5.30 PM
VENUE:	"Ballroom 3", QT Hotel London Circuit Canberra

PRESENT: Mrs P Christie (Unit 52), Mr A Sanders (Unit 144), Mr Y Tzur representing S & T Logistics Pty Limited (Unit 184), Ms G Tregear (Unit 222), Mr P Legge-Wilkinson (Unit 229), Mr M Flanagan (Unit 235), Mr G & Mrs D Diprose (Unit 280), Ms P Brown (Unit 287), Mr I Myers (Unit 289), Mr P Reynolds (Unit 331), and Mr M Blumer representing Tedwally Pty Ltd (Unit 342)

Nina Cannell representing Signature Strata

Gary Johnston representing Point Facilities Solutions

PROXIES: Mr A Lim (Unit 70), Ms J Crawford (Unit 149), Mr R Laird & Ms C Haire (Unit 311), Mr W & Mrs L Mitchell (Unit 335) appointing the chairperson

Mr M & Mrs E Gartner (Unit 192), Ms S Bahk (Unit 278), Mr B Bond (Unit 320), appointing Mr I Myers

Ms S Paice (Unit 250) appointing Mr M Flanagan

ABSENTEE VOTES: Lambert Consulting Service ATF The Lambert Family Trust (Unit 30)
Mr A Pecek (Unit 104), Mr M Moses & Ms D Wilson (Unit 241),

APOLOGIES: Mr M & Mrs E Gartner (Unit 192), Ms S Bahk (Unit 278),

Mr R Laird & Ms C Haire (Unit 311)

Matt Benedetti, Point Facilities Solutions

CHAIR: Mr I Myers took the role of chairman

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

Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: It was resolved that the minutes of the previous Annual General Meeting be accepted.
CARRIED

Matters Arising from the minutes:

There were no matters arising from the minutes

INSURANCE

The Owners Corporation holds insurance cover with CHUBB Insurance, through AllInsure as follows:

Policy No:	93214087
Due date:	31st January 2021
Premium:	\$139,953.93
Building Sum Insured:	\$192,247,440.00
Excesses:	\$2,500 basic excess
Last insurance valuation report:	17th October 2017
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

MOTION 2: It was resolved that the Owners Corporation of 3063 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee. **CARRIED**

INDEPENDENT AUDIT REPORT

MOTION 3: It was resolved that the independent audit report prepared by Kelly Partners for the period ending 31 May 2019, be accepted. **CARRIED**

FINANCIAL REPORT

Financial Reports for the period ending 31 May 2020 were provided to all owners, showing the following balances:

Administrative Fund:	\$564,118.06
Sinking Fund:	\$2,758,999.31
Special Purpose Defect Fund:	\$282,182.40

MOTION 4: It was resolved that the financial statements from 1st June 2019 to 31st May 2020 be accepted as presented. **CARRIED**

APPOINTMENT OF AUDITOR

For developments the size and complexity of The Metropolitan, it is recommended that the Owners Corporation appoint an independent auditor to review the financial statements and transcripts.

MOTION 5: It was resolved that Kelly Partners be retained to undertake an audit of the books and records of Units Plan 3063, for the period ending 31 May 2020, and that these audited accounts be presented to the next Annual General Meeting. **CARRIED**

EXTERNAL REPAINTING & BUILDING MAINTENANCE

The exterior surfaces of the London Circuit and Marcus Clarke Street buildings were repainted in accordance with specifications prepared by Stephen Wise, during the façade replacement program in 2019.

A detailed scope and tender assessment for repainting and exterior building maintenance was also undertaken by Stephen Wise for the remainder of the Metropolitan complex. The building maintenance entailed various aspects of maintenance requiring the use of abseil of scaffold, and was consequently included in the scope for repainting. These additional works comprise replacement of window gaskets, replacement of external movement joints and replacement of balcony sealant.

A quote for these works was accepted out of session by the Executive Committee, in order to maintain a close proximity between the façade repainting.

MOTION 6: It was resolved that acceptance of the quote from CPR Group Australia, for external repainting and building maintenance at a total estimated cost of \$674,793.00 plus GST, be ratified. CARRIED

INTEREST RATES – COVID-19

MOTION 7: Special Resolution – It was resolved that the Executive Committee be authorised to vary interest to 0% per annum, upon an applicant meeting defined criteria demonstrating genuine hardship as a result of Covid-19. CARRIED

BUDGET DEBATE

Administrative Fund

MOTION 8: It was resolved that the proposed Administrative Fund budget of \$1,310,361.00 (plus. GST) for the period 01 June 2020 to 31 May 2021 be adopted. CARRIED

Sinking Fund

MOTION 9: It was resolved that the proposed Sinking Fund budget of \$1,225,000.00 (plus. GST) for the period 01 June 2020 to 31 May 2021 be adopted. CARRIED

Administrative Fund Levy Contribution

MOTION 10: It was resolved that the Owners Corporation determine an Administrative Fund levy contribution of \$1,278,361.00 (plus GST), commencing 1 June 2020 and to be contributed in accordance with the unit entitlements at quarterly intervals, being first days of September & December 2020, and March & June 2021. CARRIED

Sinking Fund Levy Contribution

The Sinking Fund has been set in accordance with the Sinking Fund forecast and addendums, reviewed in May 2018 and adopted at the 2018 AGM.

MOTION 11: It was resolved that the Owners Corporation determine a Sinking Fund levy contribution of \$618,240.00 (plus GST), commencing 1 June 2020 and to be contributed in accordance with the unit entitlements at quarterly intervals, being first days of September & December 2020, and March & June 2021. CARRIED

ELECTION OF COMMITTEE

A vote of thanks was moved to the outgoing Executive Committee for their ongoing contributions.

The following proprietors were elected to form the committee:

Ms P Christie	Unit 52
Mr A Pecek	Unit 104
Ms G Tregear	Unit 222
Mr P Legge-Wilkinson	Unit 229
Mr M Flanagan	Unit 235
Ms S Bahk	Unit 278
Mr I Myers	Unit 289
Mr P Reynolds	Unit 331

MOTION 12: That the Owners Corporation of UP 3063 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting. LAPSED

MOTION 12 (i): Special Resolution - It was resolved that the Owners Corporation of UP 3063 agree to increase the number of members to 8. CARRIED

MOTION 12 (ii): It was resolved that all nominations be accepted. CARRIED

GENERAL BUSINESS

Class Action – Combustible Cladding

The feasibility of taking part in a class action suit against the manufacturers of combustible cladding was queried.

The chairperson referenced the legal opinion sought by the Owners Corporation prior to replacement of the combustible cladding, which indicated that the installation was in accordance with the Building Code at the time of construction and that any retrospective judgement in the case of Metropolitan would be unlikely.

Insurance Claim Update – Hail Storm

Repairs following the January 2020 hail storm have been delayed pending further confirmation regarding the inclusion of replacement of the hail affected metal roof sheets and balcony capping which were identified by the assessor however not included in the final repair scope provided by the contractor.

This matter will continue to be pursued with the insurer until resolved.

Air-Conditioning Water Run Off

The runoff of excess water from balconies has been identified as being de-icing from the AC casing, which has become more prominent with the current volume of people working from home due to Covid 19.

It was agreed this would be referred to the EC to further review.

Lift Capacity – General

The small size of the lifts was noted. It was agreed that when the lifts are refurbished in the coming years, options for increasing capacity would also be investigated.

Lift Capacity Covid-19

Further confirmation is to be sought from ACT Health regarding occupancy limits for the lifts, which is currently set at 1 per lift. Signage within the lifts will be updated to reflect any change in numbers permitted.

Future Proofing the Building

It was noted that with advancing technology in regard to solar panels and battery storage, the matter of future proofing the building would be re-initiated by the EC.

CLOSURE

There being no further business the meeting closed at 6.00 PM



August 2, 2021

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 28th July 2021 at 5.30pm

LOCATION: Boardroom, QT Hotel
London Circuit, Canberra City

PRESENT: Mr P Reynolds, Mr P Legge-Wilkinson, Ms P Christie, Ms G Tregear, Mr A Pecek,
Ms K Wilson, Mr M Coyle, Mr M Deasy, Mr C Fishwick
Nina Cannell representing Signature Strata
Matt Benedetti representing PFS

APOLOGIES: Mr M Flanagan and Mr A Busby

QUORUM: A quorum was declared and the meeting proceeded

OPENING: Nina Cannell of Signature Strata opened the meeting.

Appointment of Office Bearers

The following members were appointed as office bearers;

Chairperson: Mr Peter Reynolds
Secretary: Mr Mark Coyle
Treasurer: Mr Peter Legge-Wilkinson

Resignation

Ms S Bahk tendered her resignation prior to the meeting. Sherina was thanked for her contributions to the Executive over the past several years.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

A copy of the Executive Committee Code of Conduct was provided to all owners.

Out of Session Decisions

The following Out of Session decisions were ratified;

- i. Appointment of Frank Olbrich to develop Window Tinting/Film Policy
- ii. Supply & installation of strike shields to external perimeter

Confirmation of Minutes

The minutes of the EC meeting held on 26th May 2021 were confirmed.

Financial Report

The financial reports showed a balance of \$754,257.38 in the Administrative Fund, \$2,356,182.69 in the Sinking Fund, and \$239,941.45 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

It was agreed that the decision would be extended and revisited at the next ECM.

Upgrade & Improvements Fund

The potential of creating a supplementary fund for future upgrades and improvements was discussed. It was agreed that this would be given further consideration once the updated Sinking Fund Forecast Report was received from Wise Choice Project Services.

FM Report

The FM report was noted with the following comments:

SDSS – Additional CCTV Coverage

It was agreed to proceed with option 2, for supply & installation of 12 x additional cameras (and associated infrastructure) to provide coverage to all external perimeter fire doors.

Improved CCTV Signage

Additional CCTV signage for driveways and all external doors was approved for supply & installation.

MDF Upgrade to Fiber

Further advice and price estimates for fiber are to be obtained and incorporated into the Future Proofing/Upgrades & Improvements projects.

LT – Replacement of Accessible Copper Bends

Due to ongoing failure of copper bends within London Tower, it was agreed that Results Plumbing would be engaged to replace all remaining accessible bends to reduce water supply disruption and to mitigate damage from unplanned failures.

How Water Temperature and Pressure

Ongoing problems with hot water temperature and pressure, primarily affecting Edinburgh Tower (but also other areas of the development) were noted. It was agreed that Sellick's Consulting Engineers (Hydraulic Engineers) would be engaged to undertake a full assessment of the existing system and provide a report detailing their findings as well as recommendations for resolution.

Bicycle Parking

A detailed plan to increase bicycle and motorbike parking capacity was tabled. It was agreed to proceed with the plan as detailed, resulting in provision of 44 additional bicycle spaces and 6 additional motorbike spaces.

Executive Committee Rules of Engagement

The Executive Committee Rules of Engagement presented at the meeting, were adopted and endorsed for use at Metropolitan, with the minor addition of allowing a 48 hour window for opposing views to be expressed.

The Executive Committee will further review the Rules of Engagement to enable a review of delegations and introduction of an operational matrix at a later date.

Updated EC and OC Obligations

Maintenance Plan

Maintenance Plan - Stephen Wise has been engaged to prepare maintenance plan. Awaiting receipt.

Updated SFF

Stephen Wise has been engaged to prepare an updated SFF. Awaiting Receipt.

When reviewing the SFF, Stephen Wise is to be asked to incorporate cosmetic lift upgrades (est \$15,000 per lift), upgrades to lift button controllers and associated infrastructure as well as an amount for professional design advice.

CCTV Policy

The updated CCTV Policy was tabled for discussion. A few minor amendments are to be incorporated, after which time it will be circulated to all members for formal adoption

The final version will be published on the owners' portal for the information of all owners.

Window Tinting/Film

Frank Olbrich of Our Architect has been engaged to create a policy with the intent to limit the visual impact of any chosen film to avoid a patch-work appearance (privacy films would not be allowed) as well as improve the thermal performance of the glass.

In addition to the above, Frank Olbrich is to be engaged to provide advice on what window treatments will be acceptable to address noise, whilst maintaining visual consistency.

Roof Repair/Replacement (Hail Damage January 2020)

The contract of works has been reviewed and executed – awaiting commencement date and works schedule.

Confirmation has been provided that damaged paintwork and damage to vergola motors from exposure to the elements are covered under the claim.

The insurer has been asked to coordinate removal of damaged vergola blades on unit 115LT which pose a safety hazard during moderate and high winds.

Future Proofing the Building

Raineri & Associates Report dated 2 July 2021

The report prepared by Raineri & Associates was discussed in some detail. It was agreed that further consideration needed to be given to the detail in the report, however acknowledging that the works would likely not be progress for approximately 5 years it was noted that such considerations would be given at a later date.

The matter will remain part of the larger considerations to Future Proofing and the potential for establishment of a separate Future Proofing fund.

Fiber to the Node

See notes in item 6 of the PointFS ECM Report. Further advice and price estimates for fiber are to be obtained and incorporated into the Future Proofing/Upgrades & Improvements projects.

Lift Enhancements

Estimated pricing for standard lift upgrades was reduced to \$12,000 to \$15,000 per lifts, for cosmetic upgrades only. It was noted that upgrades to lift button controllers and associated infrastructure was also required and should be considered in conjunction with cosmetic upgrades.

All upgrades are to be guided by a suitably qualified design consultant.

Moving In and Out Procedures

A draft moving in and out procedure was tabled. A few minor amendments are to be incorporated, after which time it will be circulated to all members for formal adoption.

A final version will be published on the owners' portal for the information of all owners.

Bulky Waste Removal

Further to discussions at the AGM regarding the significant obstacles presented in the recent ACT Government Bulky Waste Collection scheme, the introduction of a private bulky waste process was investigated.

It was agreed that 2 x 9 cubic meter skip bins would be hired on a regular basis, to facilitate removal of unwanted items by residents. Frequency would be fortnightly at commencement and would reduce in frequency to Monthly.

It is proposed skips would on site from a Friday to Monday to enable disposal of goods.

Prior to implementation, guidelines and a planned schedule would be published to ensure manageability of the initiative.

Inadequate ACT Government Regulations – Construction Noise

The increasing issue of noise more generally was noted, with emphasis on the upcoming light rail construction and operation which will have considerable impact on the residents of Metropolitan.

P Reynolds & K Wilson agreed to progress dialogue with local Government in an effort to address the concerns.

Snap Lock Frames

The supply & installation of snap lock frames for outside the lifts and basement lift lobbies was approved.

Gym Equipment Upgrade

Closed - Approved at AGM 06/07/2021

Consolidated Rules

Closed - Approved at AGM 06/07/2021

GENERAL BUSINESS

Turn Indicators in the Pool

Under water turn indicators are to be installed in the pool.

CLOSURE

The meeting closed at 7.55 pm



June 1, 2021

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 26th May 2021 at 5.30pm

LOCATION: Boardroom, Metropolitan
Unit 1/1 Mews, Canberra City

PRESENT: Mr I Myers, Mr M Flanagan, Ms G Tregear, Mr P Legge Wilkinson, Mr P Reynolds,
Mr A Pecek & Mrs P Christie
Nina Cannell representing Signature Strata
Matt Benedetti representing PFS

APOLOGIES: Ms S Bahk

QUORUM: A quorum was declared and the meeting proceeded

OPENING: Nina Cannell of Signature Strata opened the meeting.

CHAIR:

Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Confirmation of Minutes

The minutes of the EC meeting held on 17th February 2021 were confirmed.

Financial Report

The financial reports showed a balance of \$649,968.57 in the Administrative Fund, \$2,447,420.88 in the Sinking Fund, and \$243,221.45 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

Members commented on the very low rate of outstanding levies.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

It was agreed that the decision would be extended and revisited at the next ECM.

FM Report

The FM report was noted with the following comments;

Pot Plant – ET Foyer Garden Bed

The garden bed at the ET entrance remains empty following continued failure of plants to survive in this area. The following proposal was approved;

Supply and place a 700mmW x 700mmL x 450mmH Charcoal pot, anchored to the wall, filled with premium potting mix, planted out with 1 x Camellia Japonica (400mm pot) under planted with Blue Bell and Nerine bulbs and place pebble around the base to dress the area

Given its location this Camellia will need to be changed out every 4-6 months

Tenant Request - Covid Capacity – Strength Gym

It was noted that the current restrictions allow 1 x person per 2 sq meters. Based on these restrictions, it was agreed that the capacity for the strength gym would be increased to 4 people (or people from the same household).

Tenant Request - Covid Capacity – Lifts

It was noted that the current restrictions allow 1 x person per 2 sq meters. Based on these restrictions, it was agreed that the capacity for the lifts would not be modified.

Updated EC and OC Obligations

Maintenance Plan

Stephen Wise has been engaged to prepare maintenance plan. This will be presented at the 2022 AGM.

Updated SFF

Stephen Wise has been engaged to prepare an updated SFF. This will be presented at the 2022 AGM

Consolidated Rules

Draft Consolidated Rules as prepared by Proctor Legal were approved for presentation to the AGM.

Window Tinting/Film

Stephen Wise has been engaged to prepare policy framework for solar/film installation. Due to significant rainfall in recent months, this has not yet been addressed.

External Repainting - Update

External repainting has been completed with the exception of a few minor areas requiring touchup (refer PFS report).

The EC reported they were very impressed with the works carried out by CPR and requested this feedback be provided to the team.

Replacement of Lift Belts - Update

The lift belt replacement works have been completed.

Roof Repair/Replacement – Following January 20, 2020 Hail Storm

The contract of works has been reviewed and executed – awaiting commencement date and works schedule.

Residents will be notified accordingly once a timetable has been agreed.

Future Proofing the Building

Consultation continuing with Raineri & Associates – Update to be provided at next EC Meeting.

Gym Equipment Upgrade

Upgrades to the existing gym equipment were discussed in detail.

An upgrade of the strength equipment and 3 x existing treadmills to *Technogym* equipment was approved in principal, subject to budget approval at the AGM.

In principal approval was also provided for upgrade of existing acoustic flooring in the strength gym.

2021 AGM

DRAFT Proposed Budget

The draft proposed budget was approved for distribution with the AGM, noting that Administrative Fund levy contributions had been maintained at the existing rate.

The Sinking Fund contributions have increased in accordance with the approved Sinking Fund Forecast.

DRAFT AGM Agenda

The draft AGM Notice was approved for distribution with the AGM

AGM Date

Tuesday 6th July 2021

GENERAL BUSINESS

Executive Committee Resignation

Mr Ian Myers resigned from the Executive Committee, citing personal reasons, with immediate effect.

Mr Peter Reynolds was nominated to fill the position of chairperson until the AGM

Ian was thanked for the tremendous contributions he has made as EC chairperson over a number of years.

Electronic Door Locks

Increasing applications for electronic door locks were being received. It was agreed that a blanket authority would be provided for the installation of *Kaba E Flash Series* locks (available from Class Locksmiths).

Locks must be professionally installed to maintain the fire integrity of the doors.

Noise - Briefing to Ministers

A draft communication to Act Government ministers was tabled for consideration of the EC. It was agreed that the EC would give the communication further consideration, with a view to corresponding with relevant authorities.

Feeding Birds

It was noted that residents were feeding birds from balconies. This practice is not permitted under the Rules, and offending unit numbers will be approached directly.

CLOSURE

The meeting closed at 7.15pm

1. CPR Painting

CPR Façade upgrades are finished on site as of last week. They most recently were working on completing the gaskets surrounding the opaque panels across the site.

There are a few small issues Gary and I have noticed, but only very minor items like a couple of small touch ups, and some masking tape left behind on the Mews awnings.

I am yet to speak with Stephen Wise to confirm his approval for the completion of the project.

2. Plumbing preventative maintenance contract

Results plumbing were requested to submit a plumbing preventative maintenance scope for Metro that included the following servicing.

6 Monthly Service

- Inspection of units and clearing of HW system silt baskets on both ET and LT sides - 6 monthly
- Inspection of units and clearing of filters on recirculation pumps on both ET and LT sides - 6 monthly

12 Monthly Servicing (Annually)

- Inspect and test and tag Backflows (next due in June) – annually. submission of test results to access Canberra as required
- Inspect gas BBQs and gas supply lines - annually
- Inspect and test and tag TMVs in common bathrooms (male, female, disabled) and in BMs office - annually
 - Supply written report of each device with test Results

3. Roof Replacement

To be addressed in agenda point 10.

4. Lift Belt Upgrade

Walk around completed with OTIS to inspect all lifts including the new belts and RBI units to ensure all were complete. There may be some teething issues over the next few months, but any issues related to the RBIs will be repaired as part of the job.

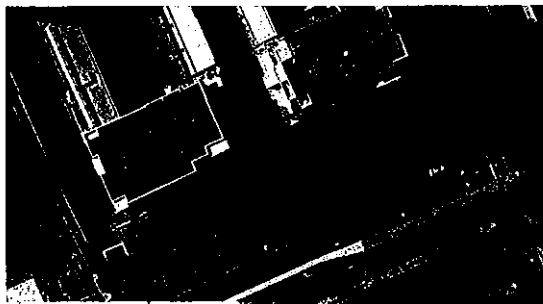
MB can explain on the night how the system works and detects faults etc. if the EC are interested

5. Capping stones –

Mark Walker of Elite Bricklaying was brought on to fix damage to block work on the top end of the Mews driveway east side recently, while on site PFS asked how it would be best to approach the capping stone issue. Mark has suggested an ongoing maintenance for this as a single quote would have to be overestimated to cover the possible extra works found while performing these works however an ongoing maintenance the building will only be charged as work is completed.

Part of the insurance/roof works was originally to include the damaged screens surrounding the ground floor units. If this work is to go ahead, then the capping stones would best be left until after the insurance work is complete as many may be repaired throughout that process.

6. Building surrounds pressure washing



Proposed areas out the front of ET and LT that could be done? This would be best held until warmer weather though as those areas are mostly in shade throughout the day currently.

7. Pot plant idea Michael F

Outscapes are pricing a solution

8. De-humidifier

This asset is the original unit installed. Mick from Pacific has noted it is working perfectly now, but due to its age, it could fail at any moment, or keep going for another 5 years.

This would be worthwhile making allowance for in the next budget just in case. PFM have provided indicative pricing for the unit ex labour. Approx 10-12k.

9. ET to LT Bridge works

There is an issue in 5MW where water is entering the unit by way of the walkway between ET and LT podium levels. To fix the issue, areas of paving will need to be lifted to investigate and reseal where required. We still need to meet with the contractor on site to determine scope and timeline. The walkway between the two towers will need to be closed for the duration of these works.

We will advise further once more is known.

10. Gym numbers – specifically weights area.

Multiple people have asked about increasing numbers in the gym. The area is large enough to allow more people based on m2.

11. Covid capacity in lifts

Multiple residents are asking if the two a lift is still necessary as they are aware of ACT health guidelines. This has been raised by senior personnel and Australian Defence Force.



February 22, 2021

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 17th February 2021 at 5.30pm

LOCATION: Zoom Electronic Meeting
Meeting ID: 851 0604 9594

PRESENT: Mr I Myers, Mr M Flanagan, Ms G Tregear, Mr P Legge Wilkinson, Mr P Reynolds,
Mr A Pecek
Nina Cannell representing Signature Strata
Matt Benedetti representing PFS

APOLOGIES: Ms S Bahk, Mrs P Christie

QUORUM: A quorum was declared and the meeting proceeded

OPENING: Nina Cannell of Signature Strata opened the meeting.

CHAIR:

Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Confirmation of Minutes

The minutes of the EC meeting held on 16th December 2020 were confirmed.

Financial Report

The financial reports showed a balance of \$624,370.73 in the Administrative Fund, \$2,395,923.23 in the Sinking Fund, and \$252,734.40 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

It was agreed that the decision would be extended and revisited at the next ECM.

Unit Titles (Management) Act 2011 – Knowledge and Understanding

Priorities and Rotation of Training Delivery

The chair presented a paper outlining the recent changes to the UTMA, with specific attention to those changes which would impact Metropolitan.

It was agreed that provision of regular information papers would be discontinued, with training to be presented on an as required basis ie; in line with legislative reform.

Updated EC and OC Obligations

Maintenance Plan

It was agreed that Stephen Wise would be engaged to prepare a Maintenance Plan as required under Section 24(1)(A) of the UTMA.

Updated SFF

The SFF was last updated in 2019

It was agreed that Stephen Wise would be engaged to prepare an updated Sinking Fund Forecast to take into account completed roof replacement, cladding replacement, external painting and sealant repairs, as well as any future initiatives such as future proofing and environmental improvements.

An update would also enable the SFF to align with the dates in the Maintenance Plan.

Consolidated Rules

It was noted that Proctor Legal has been engaged to prepare consolidated rules, to include relevant Special Privilege Rules, Policy Notes for Bedroom Numbers and Floor Treatments.

Upon receipt, these will be circulated to the EC for review with the intention of presenting to the 2021 AGM for adoption.

FM Report

The FM report was noted with the following comments;

London & Edinburgh Front Gardens

The soil conditions and low point of the perimeter gardens in front of London Tower will require significant investment with no guarantee of success.

It was agreed that the matter would be left in abeyance with no further action at the present time.

Tenant Request – Noise Complaint

It was agreed that no further general signage would be installed.

Tenant Request - Covid Capacity

It was noted that the current published occupancy limits for the gym and recreational areas within Metropolitan are as per ACT Government guidelines. There is no capacity to increase occupancy numbers to these areas.

Window Tinting/Film

It was agreed that Stephen Wise would be engaged to prepare the framework for solar film/window tinting installation, for registration with the consolidated rules.

The policy is to be developed in such a way as to incorporate Federal Government advice regarding correct and professional installation, individual unit owner responsibilities and the overall aesthetic of Metropolitan.

External Repainting - Update

The painting team finished for the 2020 year on 24 December 2020 and were expected to return in the first week of January 2021. Travel restrictions and changes within work teams due to Covid-19 have prevented the works from resuming, however an estimated date for commencement is early March 2021.

Residents will be notified accordingly once updated dates are confirmed.

Replacement of Lift Belts - Update

The lift belt replacement was scheduled to commence in February 2021 and run through until approximately April 2021.

The lift belts have arrived and are in storage with OTIS, however wear indicators are yet to be delivered.

Programming has been deferred, pending receipt of wear indicators, and will be subject to scheduling with roof replacement works following the January 2020 hail storm.

Residents will be notified accordingly once updated dates are confirmed.

Roof Repair/Replacement – Following January 20, 2020 Hail Storm

The insurer has approved the appointment of Stephen Wise as superintendent acting for the Owners Corporation for the roof replacement works.

A preliminary draft timetable for roof replacement has been provided with a proposed commencement in February 2021, however contract terms are yet to be agreed.

Roof replacement works will be delayed pending agreement of contract terms, and completion of the external painting works, to limit the number of trades teams onsite for OH&S reasons.

Residents will be notified accordingly once a timetable has been agreed.

Future Proofing the Building

It was noted that future proofing and environmental initiatives were a valuable investment for the Owners Corporation.

A future proofing sub-committee was established of Mr Reynolds & Mr Myers, for the purposes of furthering investigations with an intent to presenting an exploratory paper to the next AGM.

Meetings are to be coordinated onsite with the sub-committee, as follows:

Raineri & Associates – To review the content of their 2018 assessment report and consider technology advancements.

Energy Trade – Industry supplier to undertake feasibility study and costing.

Lock boxes

The supply & installation of banks of lockboxes in a designated common property area, sufficient to allow one box per unit plus surplus for use by owners corporation, was previously explored.

There were various obstacles to the proposed installation, including location, security and safety of residents.

It was agreed that no further action would be taken at the present time.

Damage to Balcony Railing - to assess requirements for audit of units

The viability of undertaking an assessment of all units for damage to railings as a result of contact with window cleaning ropes was discussed at length.

It was agreed that given the absence of multiple complaints, the lack of response to previous resident surveys, and the considerable cost in commissioning a dilapidation report, that no further action would be taken in this regard.

Policy for unit and building keys in lockboxes (short term accommodation)

The use of individual lock boxes by short term rentals was discussed in detail, noting there were a number of units with externally accessible mailboxes being used for this purpose.

Noting the mailboxes are privately owned property, it was agreed that they would be permitted, based on the following conditions, which are to be incorporated into the consolidated rules:

- Lock Boxes for units used for short term accommodation can be placed inside street accessible mail boxes only
- No lockboxes are to be installed or attached to the building façade or any other part of the common property
- Only access fobs and unit front door key are to be placed in lock box
- Tenant access keys for garbage disposal are not to be stored in the lock box under any circumstances
- The owner of the unit operating as short term accommodation is responsible for all costs associated with deactivation of lost or stolen fobs and keys and any security breaches

EC Chairperson – succession planning

Mr I Myers advised that he would be stepping down as EC chair at the 2021 AGM, and urged the EC to give consideration to a succession plan, and to the attributes which would contribute to an effective chairperson.

The Existing Executive Committee would dissolve at the upcoming AGM, with the election of a committee to take place at the meeting.

General Business

Upgrade of Gym Equipment

It was agreed an upgrade to the current strengthening gym equipment would be investigated.

Mr A Pecek is to work in collaboration with PointFS and Technogym regarding the most appropriate options for the available space and environment.

Findings are to be presented to the EC upon completion of the assessment.

Gordon East & Gordon West – Mezzanine Carpark Access

It was agreed that electronic fob access would be installed on the doors leading from the mezzanine carpark in both Gordon East & Gordon West buildings.

CLOSURE: The meeting closed at 7.00 pm



December 17, 2020

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 16th December 2020 – 2.00 pm

LOCATION: Zoom Electronic Meeting
Meeting ID: 896 9493 1105

PRESENT: Mr I Myers, Mrs P Christie, Mr M Flanagan, Ms G Tregear, Mr P Legge Wilkinson
Nina Cannell representing Signature Strata
Matt Benedetti & Mr G Johnston representing PFS

APOLOGIES: Ms S Bahk, Mr A Pecek & Mr P Reynolds

QUORUM: A quorum was declared and the meeting proceeded

OPENING: Nina Cannell of Signature Strata opened the meeting.

CHAIR:

Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Confirmation of Minutes

The minutes of the EC meeting's held on 2 September 2020 were confirmed.

Financial Report

The financial reports showed a balance of \$916,022.61 in the Administrative Fund, \$2,676,903.54 in the Sinking Fund, and \$260,631.90 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

It was agreed that the decision would be extended and revisited at the next ECM.

Unit Titles (Management) Act 2011 – Knowledge and Understanding

Deferred to the first meeting of 2021

FM Report

Deferred to the first meeting of 2021

Cooking Odours

The effect of cooking odours on individual unit occupiers was considered at length.

With the possible exception of Rule 1.9, Use of Unit – Nuisance or Annoyance, there is no clear provision in the Rules granting jurisdiction to the Owners Corporation to take action against the user of a unit for cooking odours produced during the process of daily living. The right of a tenant to the quiet enjoyment of the unit was also relevant, as was the overarching legislative requirement that application of the Rules is not valid if it results in inconsistency with any another territory law; or is incompatible with a human right under the Human Rights Act 2004, or otherwise being harsh, unconscionable or oppressive.

Given the transference of the odours is via open windows and doors as opposed to building infrastructure, action could be pursued by the individually affected parties as a civil matter if considered appropriate.

Window Tinting/Film

Increasing interest in window tinting and window film was noted, as were the updated provisions for sustainability infrastructure in the legislative amendments of November 2021.

A policy for installation of window tinting would be developed, giving consideration to Federal Government advice regarding correct and professional installation, individual unit owner responsibilities and the overall aesthetic of Metropolitan, and incorporated in the consolidated Rules.

External Repainting - Update

The painting program has been well managed with the only delays being due to inclement weather. Residents by and large were very cooperative which assisted in the process.

The painting team will finish for the year on 24 December 2020 and will resume on 4 January 2021.

Replacement of Lift Belts - Update

The lift belt replacement is scheduled to commence in February 2021 and run through until approximately April 2021. Updated information will be communicated to owners and residents nearer to the commencement of the works.

Roof Repair/Replacement – Following January 20, 2020 Hail Storm

The replacement of roof sheeting due to the January hail storm was noted as having been deferred until completion of the external repainting and lift belt replacement programs.

The insurance broker is still reviewing the contract in consultation with Stephen Wise, and relevant building approvals are being prepared for submission ahead of the works commencing.

Once the schedule for roof replacement is known, relevant information will be distributed to owners and residents.

Maiden Cleaning Contract

The out of session decision to renew the Maiden Cleaning contract for a further 3 year period, was ratified.

Accessibility Policy

A suggested policy addressing future building improvements with specific consideration to accessibility was welcomed by the Executive Committee.

A process of consultation would be commenced to assist in identification of improvements which could be implemented over time to better address accessibility within Metropolitan.

Future Proofing the Building

Deferred to the first meeting of 2021

General Business

Additional Recycling Service – Weekends

The implementation of additional recycling bin rotations on weekends was considered. At a cost exceeding \$18,000 per annum, it was agreed that the additional expenditure could not be warranted.

CLOSURE: The meeting closed at 2.40 pm



May 28, 2020

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 27th May 2020 – 5.30pm

LOCATION: Zoom Electronic Meeting
Meeting ID: 868 8427 4399

PRESENT: Mr I Myers, Mr P Reynolds, Mrs P Christie, Mr M Flanagan, Ms G Tregear,
Mr P Legge-Wilkinson & Ms S Bahk
Nina Cannell representing Signature Strata

APOLOGIES: Matt Benedetti representing PFS

QUORUM: A quorum was declared and the meeting proceeded

CHAIR: Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Confirmation of Minutes

The minutes of the EC meeting's held on 4 March 2020 were confirmed.

Financial Report

The financial reports showed a balance of \$582,693.61 in the Administrative Fund, \$2,758,975.59 in the Sinking Fund, and \$282,182.40 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

This agreement is to be revisited at each EC Meeting.

Unit Titles (Management) Act 2011 – Knowledge and Understanding

The Chairperson addressed the meeting on the upcoming AGM. Due to difficulties presented by the need to hold the AGM electronically, it was agreed that the AGM Agenda would be limited to statutory motions, with some minor exceptions. Items such as the proposed amendments to the Rules would be deferred until the next General Meeting.

Note was also made of the introduction of Section 11 of the Unit Titles (Management) Regulation 2011, introduced with effect from May 1, 2020, allowing meetings to be held electronically during the public health emergency declaration period.

FM Report

The attached report was noted, with the following comments;

Capping Stones:

From the options provided, Option 2 (removal and relaying of damaged stones) would be the recommended option from both a cost perspective and to maintain the original design elements of the walls.

It was agreed that the works would be further investigated toward the end of the external repainting project.

Bin Room Directional Floor Markings:

It was agreed to proceed with directional floor marking in the bin rooms.

External Fire Door and Hose Reel Signage

It was agreed to proceed with removable signage for sustainability and uniformity.

External Repainting - Update

It was noted that the external repainting project was deferred due to travel restrictions imposed as a result of COVID-19.

The works are expected to recommence in September / October 2020, due to the Canberra winter being inconducive to external repainting.

External Lock Boxes

It was noted that with the current restrictions on short term accommodation such as Airbnb that the consideration of lock boxes would be deferred for a period of 12 months, at which time requirements will be reassessed.

Closure of Amenities – Pool, Gym BBQ

It was noted that the pool and BBQ facilities had been reopened in accordance with ACT Government easing of social distancing requirements.

Use of the pool is limited to 2 x people, or 1 x household.

Good hygiene and physical distancing principles continue to apply

Both the weights and Cardio gym remain closed in line with current ACT Government restrictions, which state that

- Circuit sessions are *not* permitted given they involve sharing of equipment
- There should be no unsupervised cardio or free weight training or use of other fitness equipment

The restrictions in regard to internal gym areas are being closely monitored, with a view to facilities being reopened as soon as easing of restrictions allows.

Proposed Budget

A Draft Budget which proposed a marginal reduction in Administrative Fund contributions, and a Sinking Fund consistent with the 2018 Sinking Fund Forecast was presented.

After considerable discussion, and in light of the current economic environment, it was agreed that a further reduction would be implemented in the Administrative Fund budget by way of offsetting a portion of the existing surplus against the levy contributions.

It was further agreed that further options for structured reduction in Administrative Fund contributions would be assessed prior to the 2021 AGM.

AGM Agenda

The AGM Agenda was accepted as presented for distribution to owners.

AGM Date

Wednesday 24 June 2020 was confirmed for the AGM.

With the current restrictions on public gatherings, it was noted that the AGM would proceed using Zoom electronic meeting facilities.

Rules Amendments

It was noted that proposed amendments to the Rules will be deferred until the following General or Annual General Meeting scheduled for 2021.

General Business

There was no General Business to record.

CLOSURE: The meeting closed at 6.10pm



March 10, 2020

MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Wednesday 4th March 2020 – 5.30pm

LOCATION: Board Room - "Metropolitan"
1 / 1 The Mews, CANBERRA

PRESENT: Mr I Myers, Mr P Reynolds, Mrs P Christie, Mr M Flanagan, Ms G Tregear,
and Mr P Legge-Wilkinson
Nina Cannell representing Signature Strata
Matt Benedetti representing PFS

APOLOGIES: Ms S Bahk

QUORUM: A quorum was declared and the meeting proceeded

CHAIR: Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Confirmation of Minutes

The minutes of the EC meeting's held on 4 September 2019 and 12 December 2019 were confirmed.

Financial Report

The financial reports showed a balance of \$486,266.42 in the Administrative Fund, \$2,688,590.60 in the Sinking Fund, and \$291,347.40 in the Special Purpose Defect Rectification Fund.

It was noted that a number of units were in arrears, and that the recovery process had commenced in all cases where contributions are 30 days or more in arrears.

The financial reports as presented were noted.

Term Deposits

It was agreed that all term deposits would be assessed at the time of renewal and automatically re-invested for the same term, provided that funds are not required for forecast expenditure.

This agreement is to be revisited at each EC Meeting.

GST

It was noted that GST collected on levies generally remains in surplus following the completion of the taxation obligations for the Owners Corporation each year.

These surplus funds will be considered when making budget preparations for the upcoming AGM.

Independent Audit Report

The unqualified audit report prepared by Kelly Partners was noted, and approved for presentation at the AGM

Unit Titles (Management) Act 2011 – Knowledge and Understanding

The attached paper addressing Appointment of Strata Manager and Facilities Manager, circulated by the chairperson, was received and noted by all members.

FM Report

The attached report was noted, with the following comments;

Gym Weights Improvement:

Purchase and installation of a new gym weights rack was approved

Lock Boxes – Elderly:

It was agreed that quotations would be sought for provision of a bank of lockboxes sufficient to allow one box per unit plus surplus for use by owners corporation, to be installed in a common location protected by CCTV.

Water Saving Taps and Showers:

It was agreed that this matter would be monitored with no immediate action required.

Bins:

It was agreed that it was preferable for the bins not to remain out overnight. PointFS would liaise with Maiden Cleaning to coordinate a solution which best suited the circumstances.

Gardens:

It was noted that the gardens required remulching, and upon receipt of the quote from Outscapes, authority was provided for Point FS to proceed and coordinate scheduling for completion of necessary works.

Façade Assessment - Combustible Cladding – Marcus Clarke St and London Circuit

It was noted that the cladding replacement works had been completed.

A notice is to be circulated to all owners and agents advising of the completion of the works.

External Repainting

The out of session acceptance of the recommendation and quote for exterior painting was formally ratified, with works schedule to commence on Tuesday 10 March 2020, weather permitting.

It was noted that the exterior painting project encompassed various other aspects of building maintenance, including spandrel panel repainting, façade cleaning, balcony sealant replacement, window gasket replacement and external window sealant replacement (façade & individual balconies) as required.

Essential Services – Fire Control

Fire Door Compliance:

It was noted that individual (SOU) fire doors are required to be inspected annually as per AS 1851 – 2012

A quote for inclusion of this service has been sought and will be incorporated into the ongoing maintenance schedule.

Penetration Compliance & Passive Fire Register:

The advisory note from Ignis Solutions, outlining obligations in regard to passive systems within the building was received and noted.

It was agreed that a passive fire register should be completed, detailing all *visible* penetrations.

It was agreed that P&M Fire would be engaged to undertake the initial inspection, including provision of asset register, tagging of all penetrations, and recommendations/quote for any required works to achieve compliance, and subsequent certification.

The annual inspection and testing would then be incorporated into the ongoing maintenance schedule.

Short Term Accommodation – Occupancy Limits – Outcome of Legal Advice

A formal legal opinion commissioned in regard to occupancy limits for short term accommodation was reviewed by the EC.

Based on the advice, it was agreed that a Rule limiting occupancy numbers would be drafted for incorporating into the Owners Corporation Rules.

Rules Review

Amended Rules will be presented to the upcoming AGM for adoption and subsequent registration.

Shower and Basin Tap Timers

As noted in the FM report, this matter is to be monitored with no action required at the present time.

External Lock Boxes

As noted in the FM report, quotations will be obtained for provision of a bank of lockboxes sufficient to allow one box per unit plus surplus for use by owners corporation, to be installed in a common location protected by CCTV.

Service Contract Review – Strata and Facilities Management

The EC had an in-camera session to discuss the proposals received from Signature Strata and PointFS. These proposals were in response to a detailed request from the EC. The EC agreed that the proposals demonstrate value for money, meet our current and future requirements and would ensure consistency in the provision of services.

Noting that there is no legal requirement to undertake a full tender process, the Committee agreed to recommend to the Owners Corporation that a new three year contract be entered into with the current providers on the expiry of the current contracts.

The EC agreed to call a General Meeting of the Owners Corporation on 7 April 2020 so that members of the Owners Corporation can consider the recommendations.

General Business

Removal of Staining from Leeching:

It was noted that some balconies had sustained superficial damage as a result of calcite leeching. The areas on the ceiling will be remedied as part of the external repainting program, however the balustrade glass, railings and tiles can only be remedied completely through replacement of the affected areas. This would represent a major cost impost.

Owners are advised these areas should be cleaned as best as possible independently. CLR and other products developed for removal of efflorescence can assist with the process of cleaning.

CLOSURE: The meeting closed at 7.15pm



MINUTES OF AN EXECUTIVE COMMITTEE MEETING
UNITS PLAN 3063 "METROPOLITAN"

DATE HELD: Thursday 12 December 2019 – 5.30pm

LOCATION: Unit 82 Edinburgh Tower "Metropolitan" CANBERRA

PRESENT: Mr I Myers, Mr P Reynolds, Mrs P Christie, Ms G Tregear, Mr P Legge-Wilkinson & Ms S Bahk

APOLOGIES: Mr M Flanagan although Mr Flanagan was able to contribute his thoughts prior to the commencement of the meeting.

ABSENCES: Representatives of Signature Strata and Point Facilities Solutions were not in attendance due to Agenda Item 1.

QUORUM: A quorum was declared and the meeting proceeded

CHAIR: Mr I Myers chaired the meeting.

Opening Conflict Declaration

All members present declared that there were no conflicts of interest pertaining to any agenda items or motions presented in the notice of meeting.

Agenda Items

Agenda Item 1: Strata Manager and Property Manager:

The Committee noted that the contracts for the current service providers expire in mid 2020. Under the Unit Titles (Management) Act, each contract period cannot exceed 3 years and all contracts must be approved by the Owners Corporation in a general meeting.

Various options were discussed and it was agreed that in order to advance consideration, the current service providers would be invited to make a detailed submission with a full cost structure.

Agenda Item 2: Short Term Accommodation Occupancy Numbers

The Committee noted that a number of short term accommodation operators are advertising two bedroom units with 11 to 13 guests and that in some cases, parties are allowed. The clear majority of short term accommodation operators are advertising for significant lower guest numbers. A search of ACT statutes has failed to date to identify any legislative framework governing occupancy numbers.

The Committee is concerned that the numbers being advertised appear excessive for a two bedroom units and agreed that consideration should be given to amending the House Rules to set a realistic framework for all short term accommodation operators in the Metropolitan. As a result, a legal opinion

will be sought on the nature of such an amendment and possible wording with a view to presenting recommended changes to the next AGM.

Agenda Item 3: Recovery of the cost of repairs to damage of common property

The Committee discussed recent damage to common property allegedly caused by the guests of a particular unit. Subject to the outcome of police investigations, it was agreed that full cost recovery of repairs should be sought from the unit owner.

It was also agreed that as a matter of principle, the recovery of the costs of all such damage should always be pursued as a matter of course as it is considered inappropriate that all owners should carry the cost burden caused by visitors or guests of an individual unit.

Agenda Item 4: Letter Box Modifications for Short Term Accommodation Operators

Following representations, the Committee considered a request to modify a letter box to allow short term accommodation guests to access keys to the particular unit. After careful consideration of the two presented options, the only practical option from the correspondent's point of view was for the external modification of the mail box frame.

The Committee is reluctant to agree to such modifications to the external parts of the complex as such modifications have the potential to become widespread with other current and future short term accommodation operators seeking similar modifications. There is a risk that such modifications could become ad hoc to the detriment of the overall look of the complex. The Committee will therefore ask Point Facilities Solutions to explore options such as creating a central facility in the forecourt area of the unit used by the property manager for holding keys of units used for short term accommodation.

Agenda Item 5: Works in London Tower Foyer

Prior to the Meeting, Matt had drawn the Committee's attention to repair work to the London Tower foyer which he thought was below standard. The Committee authorised Matt to peruse rectification works.

CLOSURE: The meeting closed at 6.15pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP 3063
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">07/04/2020</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p> <p>The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	07/04/2020	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	<p>09/04/2020 Date of affixing of seal</p> <p>Signature: </p> <p>Designation: Strata Manager</p>	

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



Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

• A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

• A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

• If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

B2 When does a reduced quorum decision take effect?

• A reduced-quorum decision takes effect 21 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 reduce quorum decisions be disallowed?

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

• state the resolution or resolutions to which it applies; and

• be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

• be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

• A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

• For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

• If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

• A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

• A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above: UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF GENERAL MEETING
OWNERS OF UNIT PLAN 3063
EDINBURGH AVENUE, GORDON STREET, MARCUS CLARKE STREET & LONDON
CIRCUIT CANBERRA CITY ACT 2601**

Special Note: Due to Covid-19 it was necessary to move to an internet based video conference for the General Meeting.

Held: 5:30 PM 7 April 2020 at 82/2 Edinburgh Ave, City

Chair: Ian Myers chaired the General Meeting in accordance with the provisions of schedule 3/3.11 of the Unit Titles (Management) Act 2011.

Attendance: Mr Ian Myers (82 ET) and Mr Don Jacobs (85 ET) were in physical attendance. They were joined by the following on an internet video platform:

P. Reynolds	107 LT
R. Chin	68 ET
G. Tregear	39 GW
R Brennan	57 LT
P. Christie	8 MW
P. Brown	83 LT
B. Counihan	13 GW
D. Yung	43 GE
C. De Angelis	19 LT

Note: We were unfortunately unable to correlate all attendees with the name and unit number on the corporate register. If you were present by Zoom and your name is not recorded above, we ask that you please contact Signature Strata and the minutes will be updated to reflect your attendance.

Proxy Nominations: The following Proxy Nominations giving the Chair the vote were received:

A. Lim	7 LT
W. Mitchell/C. Mitchell1	111 LT
B. Bond	101 LT
C. Woodhouse	35 GE
D. Kimmorely	GW003/3
Back Pocket p/l	GW004/3
P. Eve/K. Eve	86 ET
M. Moses/E. Wilson	52 LT
S. Paice	67 ET
T. Oh	ME 006

Absentee Votes: The following Absentee Votes were received voting yes to both motions:

C. Geromboux/D.Geromboux	84 LT
P. Legge-Wilkinson	GE 041
M. Flanagan/R. Keogh	61 ET
K. Darracott	GE 011
Lambert CS Pty Ltd	1 LT
A. Novosel	GE 006
F. Claxton	GE 024
A. Pecek	14 LT

Apologies: The following apology was received:

E. Gartner/M. Gartner	37 LT
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Quorum: A quorum was not present so the meeting proceeded with a reduced quorum as per Schedule 3.9 of the Unit Titles (Management) Act 2011.

Business: The meeting commenced at 5.30pm with Ian Myers welcoming owners to the meeting, and presenting an opening statement regarding the tender process and providing an overview of the recommendations.

Questions were invited. Questions included clarification of cost structures. There was also a suggestion that the contracts be amended to give the Executive Committee the power to negotiate changes to the contracts as necessary.

The meeting then proceeded to a vote.

APPOINTMENT OF STRATA MANAGER

MOTION 1: That the Owners Corporation of Unit Plan 3063, in accordance with Section 50 of the Unit Titles (Management) Act 2011, approve the engagement of Signature Strata for a period of three years commencing on 24 July 2020 and authorise the Executive Committee to execute the contract on its behalf.

For: 30	(including Proxy and Absentee Votes)	Against: Nil
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APPOINTMENT OF A FACILITIES MANAGER

MOTION 2: That the Owners Corporation of Unit Plan 3063, in accordance with Section 60 of the Unit Titles (Management) Act 2011, approve the engagement of Point Facilities Solutions for a period of three years commencing on 24 July 2020 and authorise the Executive Committee to execute the contract on its behalf.

For: 30	(including Proxy and Absentee Votes)	Against: Nil
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The Meeting concluded at 6:00pm

INSURANCE REPORT

Units Plan No. 3063

cnr Edinburgh Ave, London Cct
Gordon St & Marcus Clark St
CANBERRA ACT 2601

Type BUILDING		Sum Insured \$196,054,320.00	Premium \$198,970.11	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type LOSS OF RENT		Sum Insured \$29,408,148.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type BUILDING CATASTROPHE		Sum Insured \$29,408,148.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type PUBLIC LIABILITY		Sum Insured \$30,000,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type FIDELITY GUARANTEE		Sum Insured \$100,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type OFFICE BEARERS		Sum Insured \$10,000,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

INSURANCE REPORT

Units Plan No. 3063

cnr Edinburgh Ave, London Cct
Gordon St & Marcus Clark St
CANBERRA ACT 2601

Type VOLUNTARY WORKERS		Sum Insured \$500,000.00/\$200,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type GOVT AUDIT COSTS		Sum Insured \$30,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type APPEAL EXPENSES		Sum Insured \$150,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type MACHINERY BREAKDOWN		Sum Insured \$1,000,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type LOT OWNERS FIXTURES		Sum Insured \$300,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type WORKERS COMPENSATION		Sum Insured as per ACT	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

INSURANCE REPORT

Units Plan No. 3063

cnr Edinburgh Ave, London Cct
Gordon St & Marcus Clark St
CANBERRA ACT 2601

Type COMMON AREA CONTENTS		Sum Insured \$1,960,543.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type LEGAL DEFENSE		Sum Insured \$150,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type JOINT LIABILITY		Sum Insured \$30,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000		

Type OTHER		Sum Insured \$5,000,000.00	Premium	Date Last Paid 19/01/21
Company/Broker CHUBB INSURANCE AUSTRALIA AllInsure	Telephone (02) 6131 9700	Policy Number 93214087	Due Date 31 January 2023	
	Facsimile	Excess/Comments \$2500/Earthquake \$20,000 Flood \$10,000 Flood		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		



(02) 6232 4540
PO Box 576, Erindale Centre ACT 2903
info@actpropertyinspections.com.au
www.actpropertyinspections.com.au
ABN: 33 600 397 466



15/3 Gordon Street, Canberra ACT 2601

Report prepared: Wednesday, 23 March 2022

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

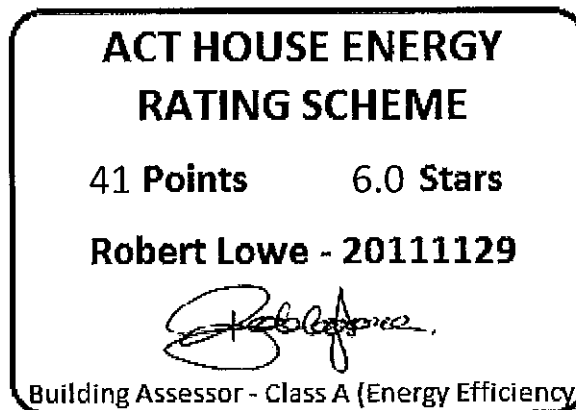


FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 41 POINTS**

Name: Endoco Pty Ltd **Ref No:** 42699
House Title: Unit 75 Block 2 Section 6 CITY **Date:** 23-03-2022
Address: 15/3 Gordon Street, Canberra ACT 2601



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

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

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

Current	41	<input type="text"/>
Potential	41	<input type="text"/>

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

Design options

Additional points

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	41	★★★★★★
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Largest windows in the dwelling;

Direction : NNW

Area : 11 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	39	★★★★★★
2. North	43	★★★★★★
3. North East	42	★★★★★★
4. East	38	★★★★★★
5. South East	36	★★★★★★
6. South	38	★★★★★★
7. South West	38	★★★★★★
8. West	36	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 75 Block 2 Section 6 CITY, 15/3 Gordon Street, Canberra ACT 2601,

Assessor's Name:

Net Conditioned Floor Area: 93.6 m²

				Points			
Feature				Winter	Summer	Total	
CEILING				15	0	15	
Surface Area:	117	Insulation:	-103				
WALL				9	-1	8	
Surface Area:	4	Insulation:	4	Mass:	-1		
FLOOR				22	-5	17	
Surface Area:	16	Insulation:	-3	Mass:	4		
AIR LEAKAGE (Percentage of score shown for each element)				9	0	8	
Fire Place	0 %	Vented Skylights	0 %				
Fixed Vents	0 %	Windows	45 %				
Exhaust Fans	37 %	Doors	0 %				
Down Lights	0 %	Gaps (around frames)	18 %				
DESIGN FEATURES				0	-1	-1	
Cross Ventilation	-1						
ROOF GLAZING				0	0	0	
Winter Gain	0	Winter Loss	0				
WINDOWS				-16	-8	-23	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
SSE	6	6%	-12	5	-2	-10	
WSW	3	3%	-5	1	-1	-5	
NNW	11	11%	-23	20	-5	-8	
Total	19	20%	-41	25	-8	-23	
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.							
The contribution of heavyweight materials to the window score is 3 points				Winter	Summer	Total	
RATING	★★★★★			SCORE	39	-15	41*

* includes 17 points from Area Adjustment

ailed House Data

ouse Details

ClientName Endoco Pty Ltd
HouseTitle Unit 75 Block 2 Section 6 CITY
StreetAddress 15/3 Gordon Street, Canberra ACT 2601
FileCreated 23-03-2022

limate Details

State
Town Canberra
Postcode 2600
Zone 24

loor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	74.2m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	23.1m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Weatherboard	No	R1.5	3.6m	2.7m
2	Brick Veneer	No	R1.5	8.4m	2.6m
3	Brick Veneer	No	R1.5	4.4m	2.7m
4	Framed: FC Sheet Clad	Yes	R2.0	43.8m	2.6m

ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
3	Flat - Suspended Slab	Yes	No	R0.0	97.3m ²

indow Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	2.6m	3.1m	No	SG	ALIMPR	HB	No	1.8m	1.8m	0.0m
2	NNW	2.2m	1.2m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	WSW	1.8m	1.4m	No	SG	ALIMPR	HB	No	3.8m	3.8m	0.0m
4	SSE	1.6m	1.8m	No	SG	ALIMPR	HB	No	1.8m	1.8m	0.0m
5	SSE	1.8m	1.6m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

indow Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NNW	2.6m	3.1m	0.0m	0.0m	0.0m	0.0m	1.8m	0.6m	1.8m	0.0m
3	WSW	1.8m	1.4m	0.0m	0.0m	0.0m	0.0m	3.8m	0.4m	0.0m	0.0m

oning Details

Is there Cross Flow Ventilation ? Poor

ir Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificate & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports Building Surveying including Certification
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2021 To: 4.00pm on 30/03/2022
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section A: Broadform Liability Limit of Liability: \$20,000,000 any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs. Section B: Professional Indemnity Limit of Liability: \$5,000,000 any one claim, or loss, including defence costs, and \$10,000,000 in the aggregate in respect of all claims, or losses, including defence costs.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy - QM792.

Date Issued: 29 March 2021



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd ACT Pest Management Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections(Non pest related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2022
To: 4.00pm on 30/03/2023

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section A: General Public & Products Liability**

Public Liability
Limit of Liability:
\$20,000,000 Any One Occurrence

Products Liability
Limit of Liability:
\$20,000,000 Any One Occurrence and in the aggregate during any one period of Insurance

Section B: Professional Indemnity

Limit of Liability: \$5,000,000 any one claim, or loss, including defence costs, and **\$10,000,000** in the aggregate in respect of all claims, or losses, including defence costs.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy - QM792.

Date Issued: 8 March 2022



TAX INVOICE

Endoco Pty Ltd
15/3 Gordon St
CANBERRA ACT 2601
AUSTRALIA

Invoice Date
17 Mar 2022

Invoice Number
INV-42699

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 2, 32-38 Townshend St
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	325.45	10%	325.45
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	37.00	GST Free	37.00
			Subtotal	362.45
			TOTAL GST 10%	32.55
			TOTAL AUD	395.00

Due Date: 24 Mar 2022

Payment Terms: 7 Day Account

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

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

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

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



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

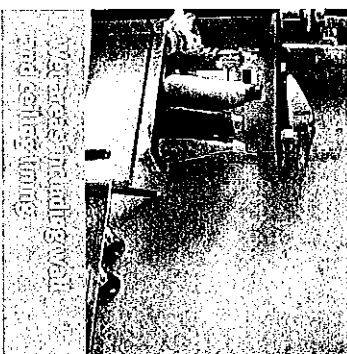
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



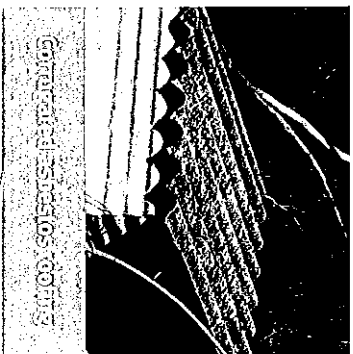
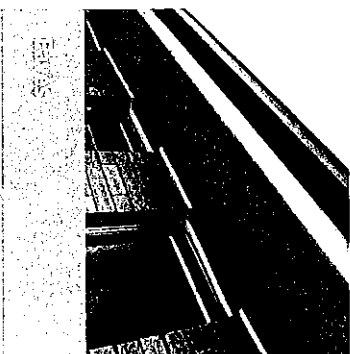
Garages, carports, sheds and dog kennels



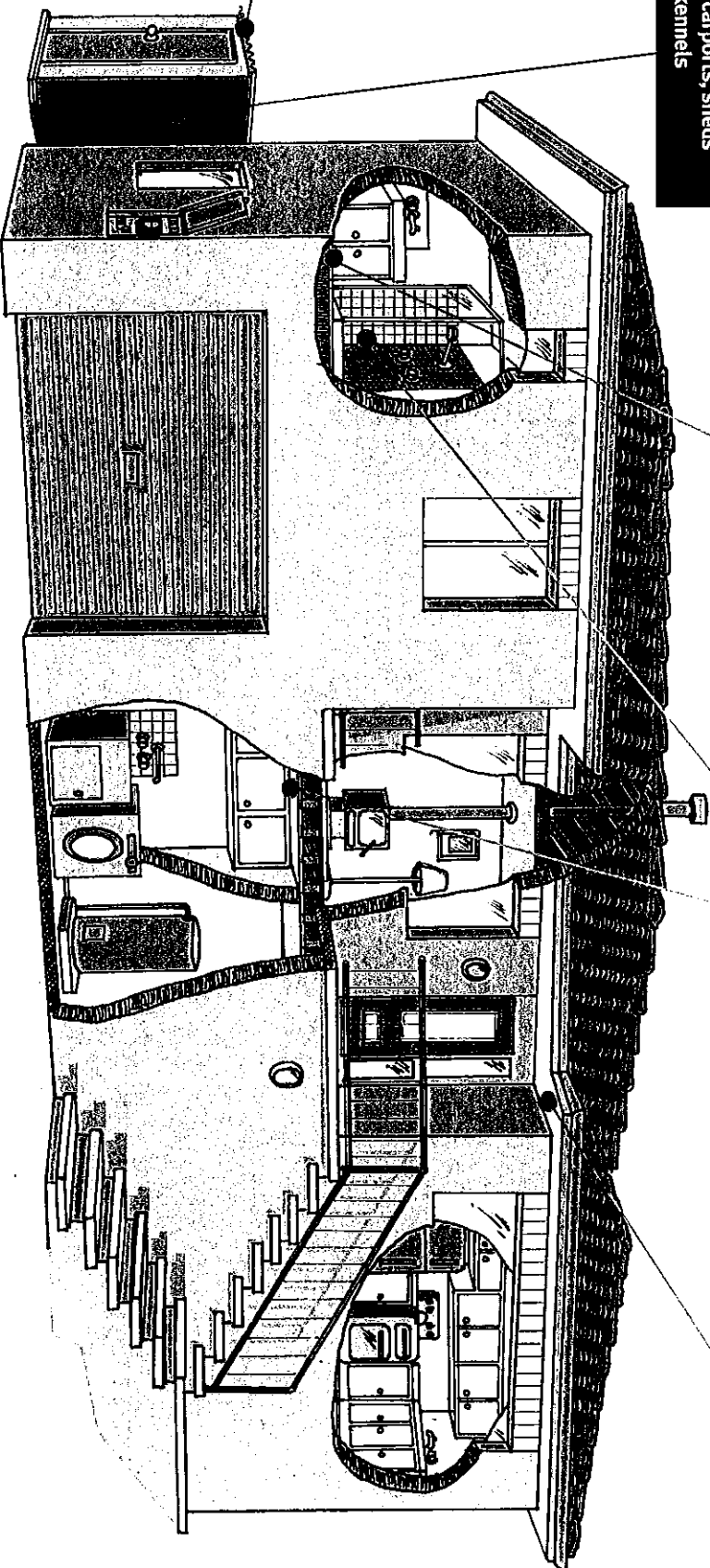
Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



CORRUGATED METAL ROOFING



Asbestos Awareness.
Helping everyone breathe easier.