

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

Land	The unexpired term of the Lease	Unit 11	UP No. 15194	Block 8	Section 126	Division/District Holt						
	and known as Unit 11/73 Lorraway Street, Holt ACT 2615											
Seller	Full name	Sean David Mayberry & Jessica Louise Mayberry										
	ACN/ABN											
	Address	5 Ashby Drive, Bungendore, NSW 2621										
Seller Solicitor	Firm	McLaren Lawyers										
	Email	rachael@mclarenlawyers.com.au / tanya@mclarenlawyers.com.au										
	Phone	02 6171 6272	Ref	RM:TC:S231043								
	DX/Address	1, 42 Geils Court, Deakin ACT 2600										
Stakeholder	Name	Cream Residential Trust Account										
Seller Agent	Firm	Cream Residential										
	Email	Jack.wilson@creamresidential.com.au										
	Phone	02 62810822	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 Required Documents										
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected.										
Date for Registration of Units Plan												
Date for Completion												
Electronic Transaction?												
		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN:	PEXA								
Land Tax to be adjusted?												
		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes									
Residential Withholding Tax												
							New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
							Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Foreign Resident Withholding Tax												
Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>(insert details on p.3)</small>							
Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes							
Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes							
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.												
Buyer	Full name											
	ACN/ABN											
	Address											
Buyer Solicitor	Firm		Ref									
	Email											
	Phone											
	DX/Address											
Price	Price				(GST inclusive unless otherwise specified)							
	Less deposit				(10% of Price)	<input type="checkbox"/> Deposit by Instalments						
	Balance				(clause 52 applies)							
Date of this Contract												
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:								
Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.												
Seller signature				Buyer signature								
Seller witness name and signature				Buyer witness name and signature								

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

Premises	11/73 Lorroway Street Holt	Expiry date	03/07/2023
Tenant name	Megan Karciva & Kakan Karciva	Rent	\$610.00 per week
Commencement date	04/01/2022	Rent review date	
Term	Fixed term 78 Weeks	Rent review mechanism	

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

Name	Independent Strata Management	Phone	
Address	Level 2, 91 Northbourne Avenue Turner ACT 2612		

SPECIAL CONDITIONS FORMING PART OF THE CONTRACT FOR SALE

1. Buyer Acknowledgements

- a. The Buyer acknowledges that he/she has in entering into this Contract not relied upon any statement, representation, warranty or condition made or given by the Seller or anyone on his/her behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.
- b. The Buyer further acknowledges that he/she accepts the land together with all improvements thereon and all fixtures and furnishings and all other things as are included in this Contract in its present condition and state or repair and the Buyer shall not make any requisition, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by the ACT Administration or any Department officer or authority thereof. This clause is subject to Special Condition 5.

2. Variations to the Contract

- a. Clause 22.1.1 insert '0%'.
- b. Clause 22.1.2 insert '10%'.

3. Buyer Warranty

- a. The Buyer warrants that he was not introduced to either the Seller or to the property by any Real Estate Agent other than the Sellers agent as listed on the front page of this Contract; and
- b. Agrees to indemnify and keep indemnified the Seller's against any and all claims for commission, costs, damages and awards resulting from a breach of the warranty at (a).

This clause shall not merge on completion.

4. Keys

The Seller shall supply all keys in the Seller's possession or control to the subject property to the Buyer on Settlement. The Buyer shall not make any objection, requisition or claim for compensation whatsoever in relation to any keys to any improvements upon the property.

5. Asbestos

- a. Buildings constructed in the ACT before 1985 generally contain asbestos products and those constructed after 1985 may also contain such products.
- b. The Seller warrants that all relevant information available to the Seller concerning asbestos in or upon the property has been made available to all or any of the proper authorities and to all those who have reported upon the property for the purposes of this Contract.
- c. The Buyer acknowledges having been referred to the website www.asbestos.act.gov.au and will make and rely upon their own enquiries about the possibilities and consequences of asbestos in or upon the Property.

6. Death

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

a. dies or becomes mentally ill

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

7. Water Meter Reading

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

8. Adjustments

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment of all Land Charges, excluding Income, under clause 8.1.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

9. Payment of Deposit Bond

9.1 In this Contract, the word "Bond" means either

(a)(i) the original Deposit Power Guarantee issued to the Seller (in the Bond called the Vendor) at the request of the Buyer (in the Bond called the Purchaser) in the form annexed hereto; or

(ii) a bank guarantee issued by a bank operating in Australia and in and to the effect of the form annexed hereto.

(b) Subject to paragraphs (c) and (d) below, the delivery of the copy of the Bond, on or before the date of this Contract, followed by the delivery of the original bond within 3 clear working days of the date hereof to the Stakeholder or to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

(c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this agreement, or at such other time as may be provided for, the deposit to be accounted for to the Seller.

(d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Buyer shall forthwith pay the deposit (or so much that has not been paid) to the person nominated in this Contract to hold the deposit.

(e) The Seller acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.

(f) If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and clause 2.4 shall apply as if the Buyer had failed to pay the deposit.

(g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit referred to in Schedule Item 8(2) to the Seller by either:

(i) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or

(ii) Payment of the Deposit in accordance with Clause 2.1.

(h) and this Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract for Sale.

10. Execution

a) The parties' agree and consent to the exchange of Contract using:

(i) Original wet signature; or

(ii) Copy of wet signature; or

(iii) Electronic signature; or

(iv) DocuSign (where no witness is required).

b) Binding Agreement

The parties' warrant that signing the Contract as per this Special Condition is sufficient evidence of:

(i) The parties' intention to enter into and be bound by the Contract;

(ii) The parties' consent to conducting this Contract electronically; and

(iii) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

c) No Objection

The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect of any matter under this Special Condition.

11. Inconsistencies

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

Shutdown Period Conditions

1. Shutdown Period

1.1 Definitions

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

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

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

WHO means the World Health Organisation

1.2 Shutdown Period

In this clause 1 Shutdown Period means any day:

1.2.1 when any of the following is closed;

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

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

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

2. Notice of Closure

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

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

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

3. Completion Extended

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

4. Extension of Notice to Complete

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

5. Extension of other Notice

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

6. Payment of Damages

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

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Holt Section 126 Block 8 on Deposited Plan 11594 with 24 units on Unit Plan 15194

Lease commenced on 26/10/2021, terminating on 11/05/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,194

Independent Strata Management, GPO Box 1539 Canberra City ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

End of interests

ADMINISTRATIVE INTERESTS

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

ACT Planning and Land Authority - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201935377	Development Application	09/05/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/01/2020

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 24 Single storey dwellings, attached garages, landscaping and associated works.

Volume 3009 Folio 445 Edition 5

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Holt Section 126 Block 8 on Deposited Plan 11594 with 24 units on Unit Plan 15194

Unit 11 (Class B) entitlement 41 of 1000, 0 subsidiaries

Lease commenced on 26/10/2021, terminating on 11/05/2120

Proprietor

Jessica Louise Mayberry

5 ASHBY DRIVE, BUNGENDORE NSW 2621

SEAN DAVID MAYBERRY

5 ASHBY DRIVE, BUNGENDORE NSW 2621

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/05/2022	3160095	Mortgage (Change of Name) to ING Bank (Australia) Limited (ACN: 000 893 292)

End of interests

ADMINISTRATIVE INTERESTS

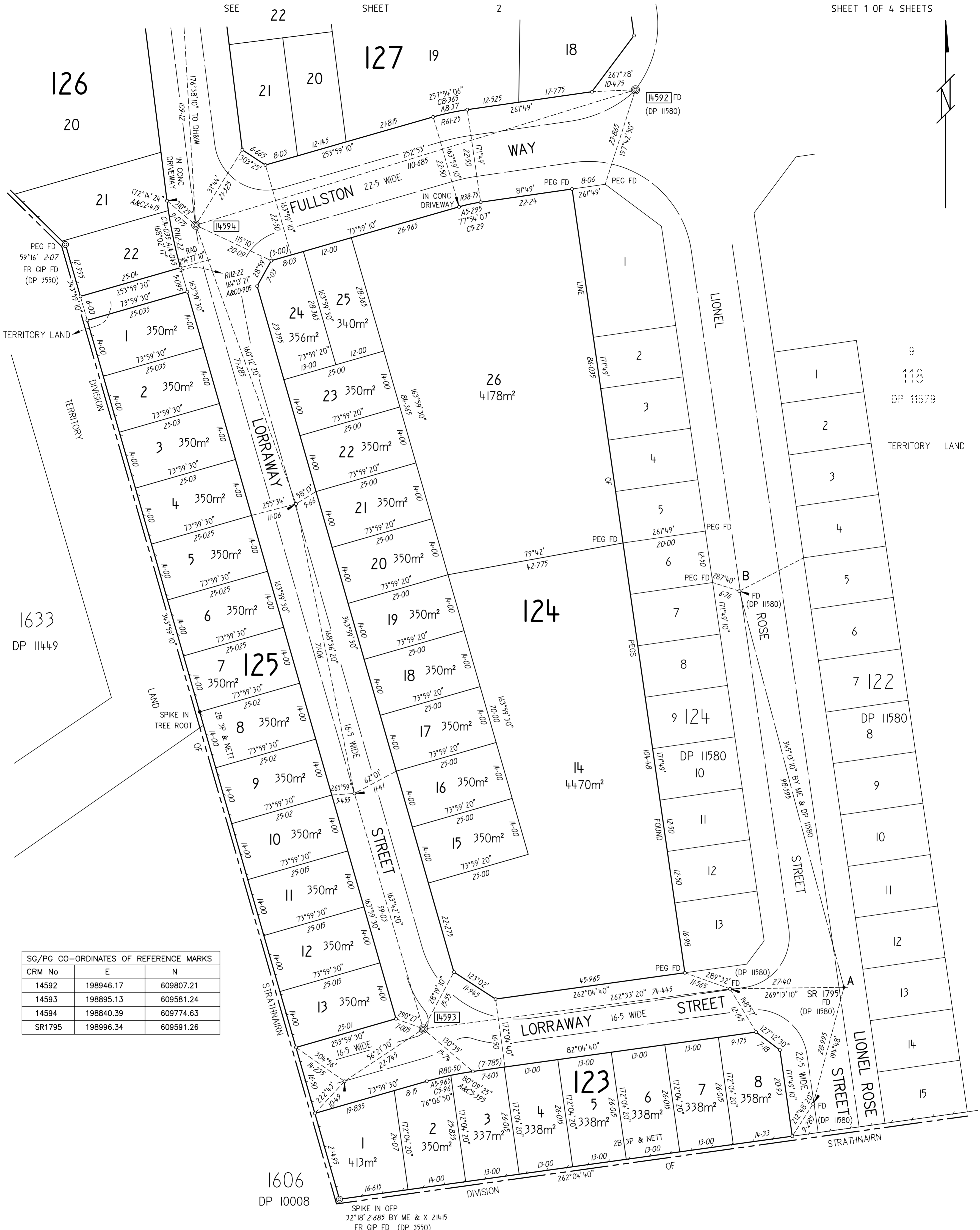
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PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 24 Single storey dwellings, attached garages, landscaping and associated works.



SG/PG CO-ORDINATES OF REFERENCE MARKS	CRM No	E	N
	14592	198946.17	609807.21
	14593	198895.13	609581.24
	14594	198840.39	609774.63
	SR1795	198996.34	609591.26

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

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

Azimuth: A-B (Strom)
 Field Books:
 Surveyor's Ref : 17152

Report lodged with the Surveyor General of the A.C.T.

I, WILLIAM ROBERT CAMPBELL
 of VERIS AUSTRALIA Pty Limited CANBERRA
 a surveyor registered under the Surveyors Act 2007 hereby certify
 that the survey represented on this plan is accurate and has been
 made in accordance with the Surveyors Practice Directions
 and was completed on 11 MAY 2018

(Signature) 30 MAY 2018
 Surveyor registered under the Surveyors Act 2007.

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

24 July 2018 Surveyor-General of the ACT

PLAN OF
BLOCKS 1-8 SECTION 123, BLKS 14-26 SEC 124,
BLKS 1-13 SEC 125, BLKS 1-22 SEC 126, BLKS 1-42 SEC 127,
BLKS 1-7 SEC 129 & BLKS 1-8 & 10 SEC 130
BEING A SUBDIVISION OF BLOCKS 8 & 9 SECTION 118
DIVISION: HOLT
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
 In the Australian Capital Territory at
 12:00 pm, 06/08/2018

Approved
 Dave Peffer
 Registrar-General

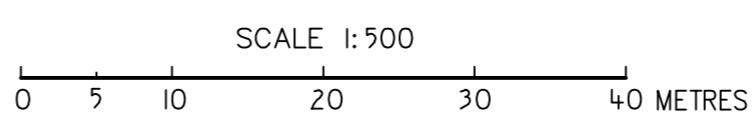
Registrar of Titles

DEPOSITED PLAN
11594/1
 AMENDS DP 11579

1633
DP 11449

1633
DP 11449

SG/PG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
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14595	198815.225	609975.56



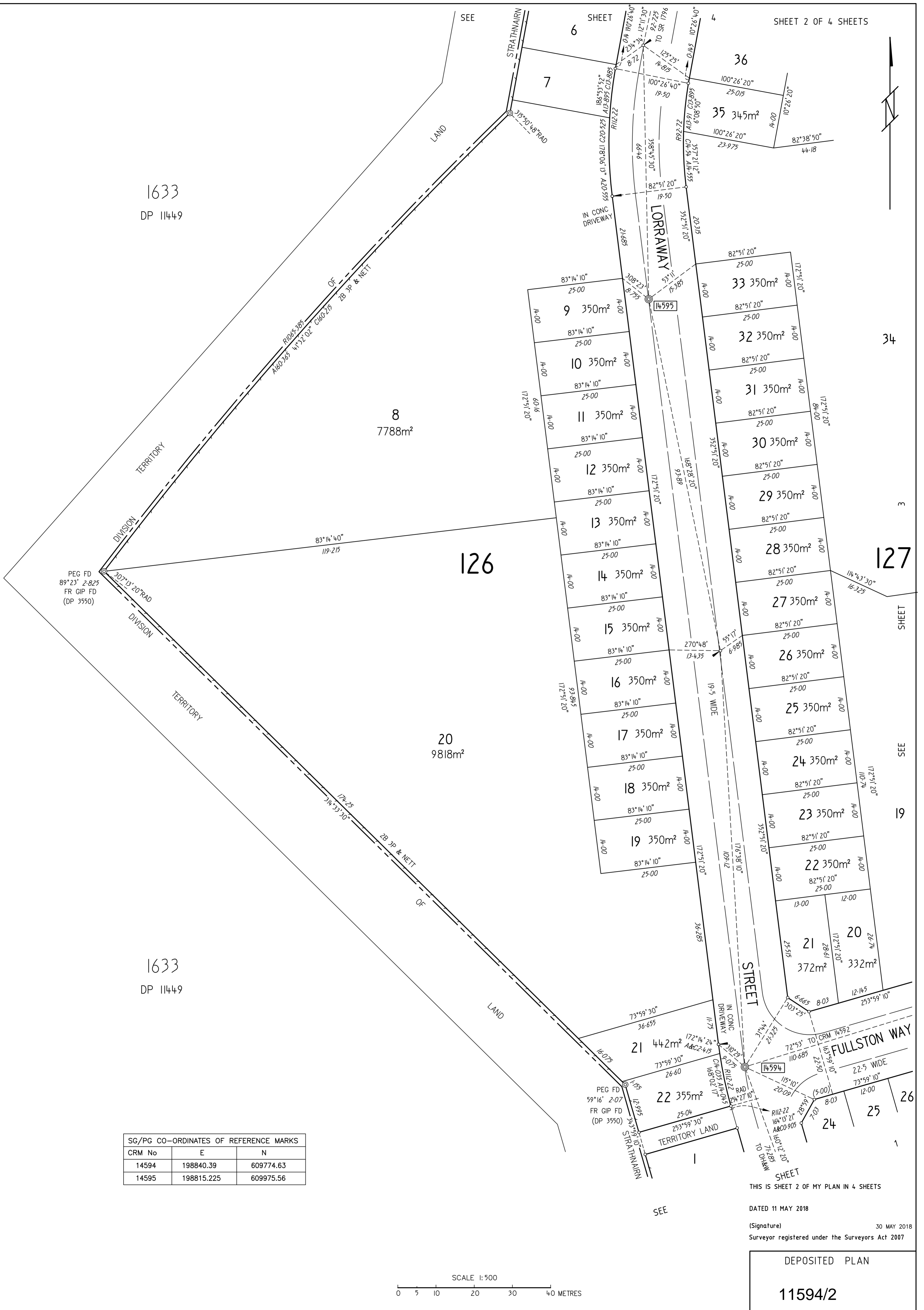
THIS IS SHEET 2 OF MY PLAN IN 4 SHEETS

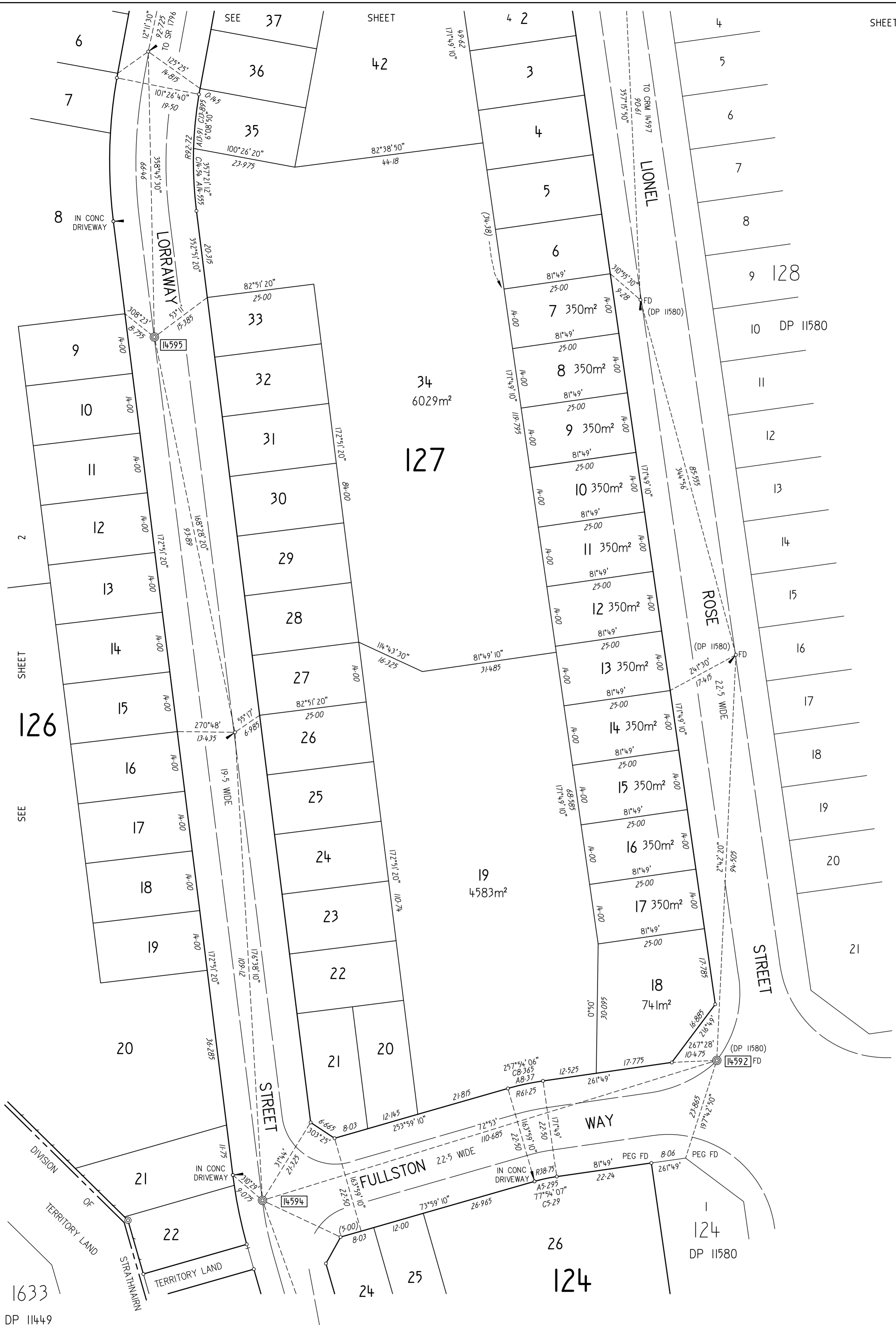
DATED 11 MAY 2018

(Signature) 30 MAY 2018
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11594/2





126

127

124

1633
DP 11449

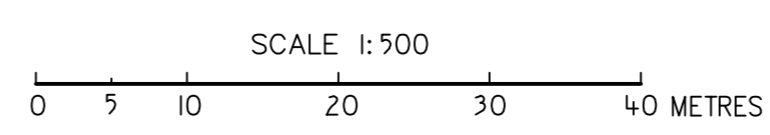
14592 FD
(DP 11580)

14594 FD
(DP 11580)

14595 FD
(DP 11580)

CRM No	E	N
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14594	198840.39	609774.63
14595	198815.225	609975.56

SEE SHEET 1



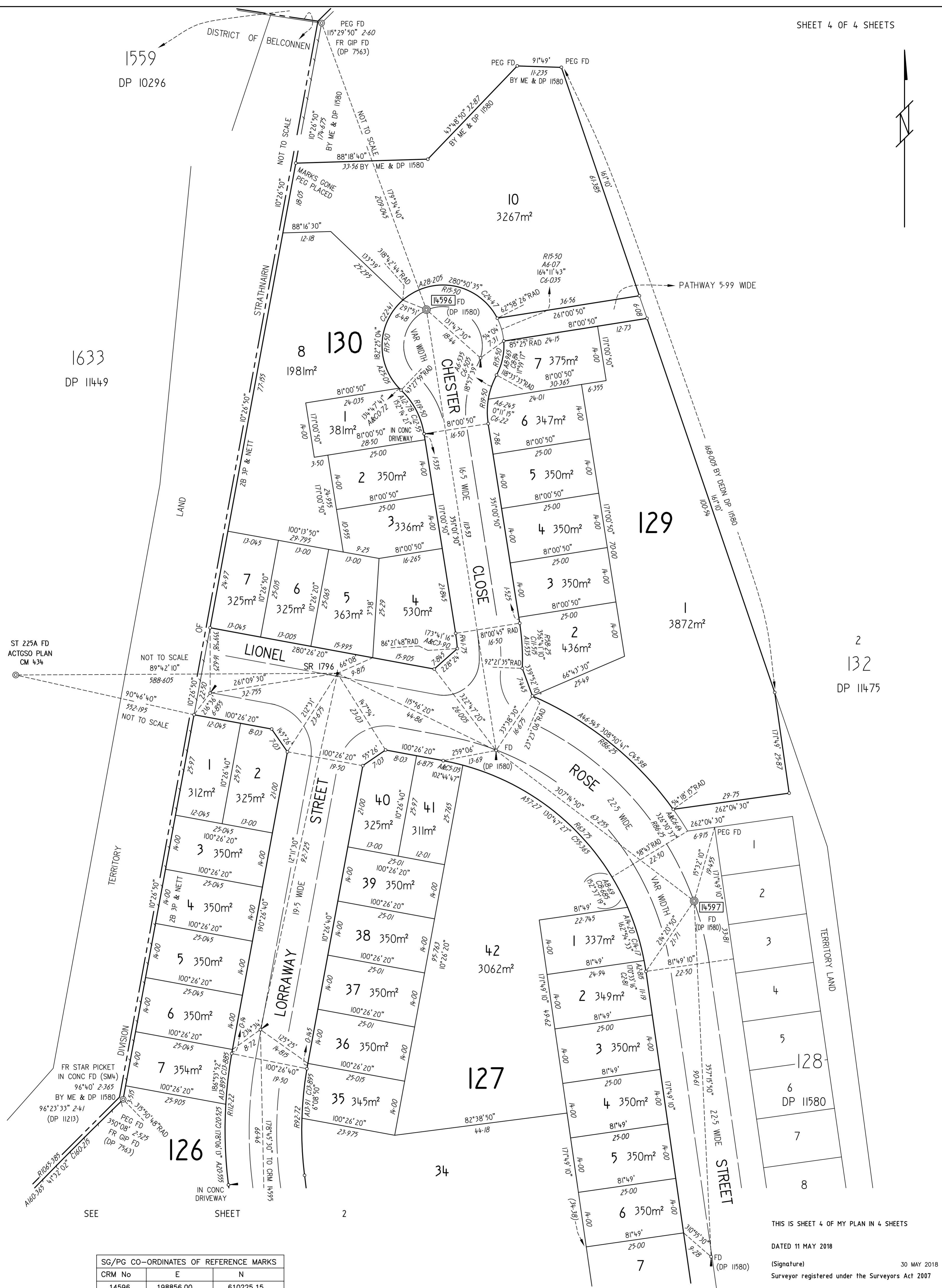
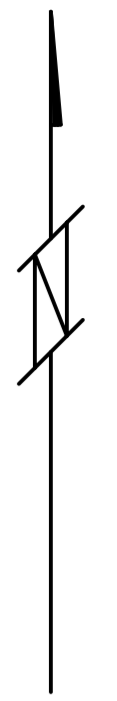
THIS IS SHEET 3 OF MY PLAN IN 4 SHEETS

DATED 11 MAY 2018

(Signature) 30 MAY 2018
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11594/3



1559
DP 10296

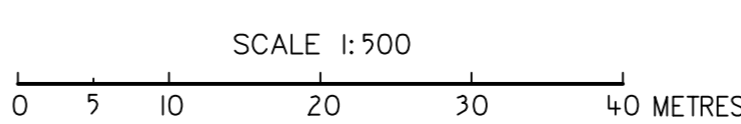
1633
DP 11449

2
132
DP 11475

SEE SHEET 2

SEE SHEET 3

SG/PG CO-ORDINATES OF REFERENCE MARKS	CRM No	E	N
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	14597	198924.065	610074.725
	SR 1796	198833.37	610132.635
	ST 225A	198244.77	610129.59



THIS IS SHEET 4 OF MY PLAN IN 4 SHEETS
DATED 11 MAY 2018
(Signature) 30 MAY 2018
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN
11594/4

SITE PLAN

LAND DETAILS

Block
8

Section
126

Division
HOLT

Deposited Plan Number
11594

Volume/Folio
3006:942

Class of Units (A or B)
B



SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

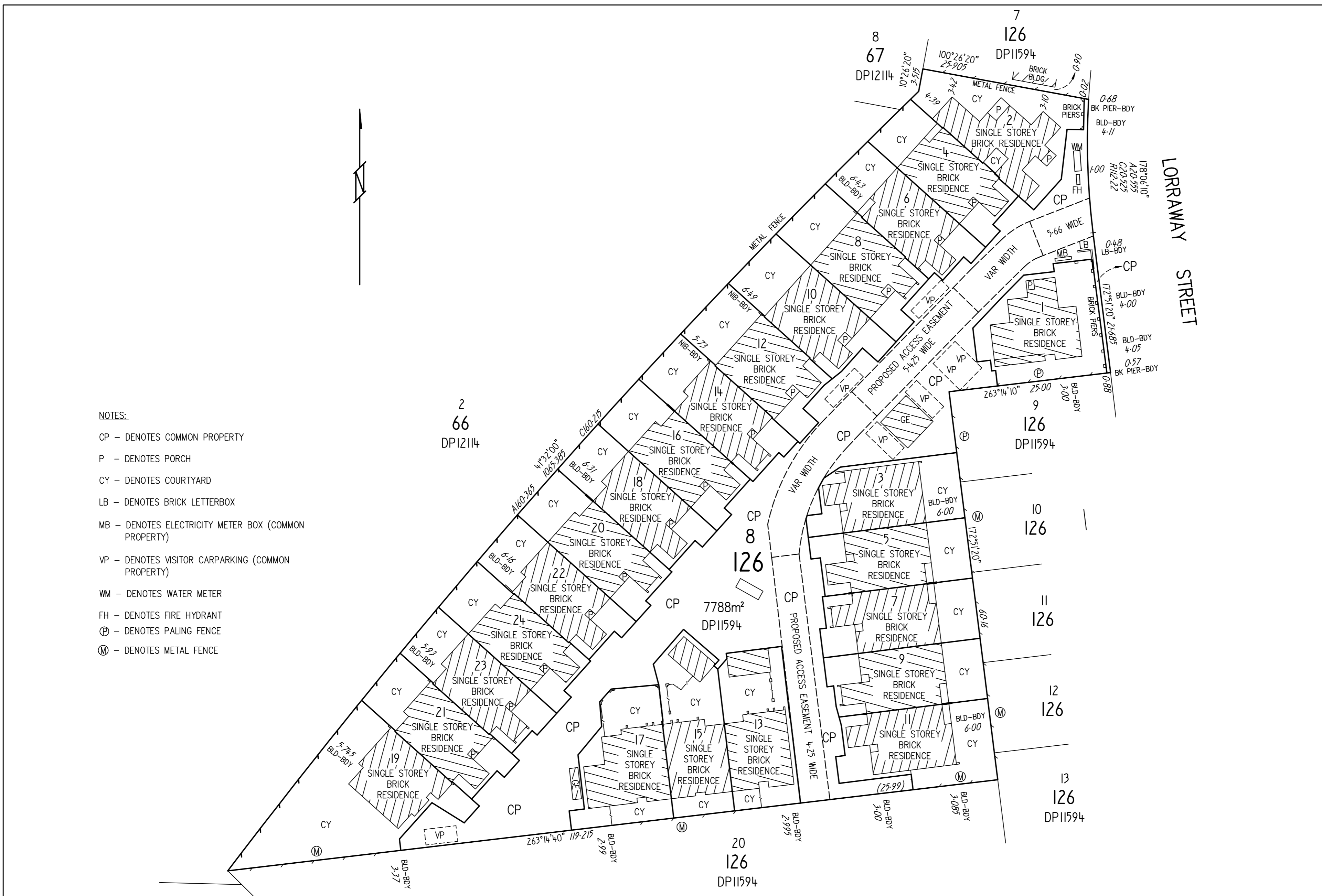
Signature of Lessee

Lyn Tankey
Lyn Tankey
15 October 2021
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce
David Pryce
Registrar-General

26/10/2021
UNITS PLAN No.
15194

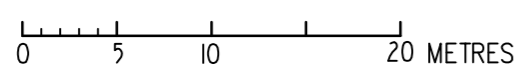


- NOTES:
- CP - DENOTES COMMON PROPERTY
 - P - DENOTES PORCH
 - CY - DENOTES COURTYARD
 - LB - DENOTES BRICK LETTERBOX
 - MB - DENOTES ELECTRICITY METER BOX (COMMON PROPERTY)
 - VP - DENOTES VISITOR CARPARKING (COMMON PROPERTY)
 - WM - DENOTES WATER METER
 - FH - DENOTES FIRE HYDRANT
 - Ⓟ - DENOTES PALING FENCE
 - Ⓜ - DENOTES METAL FENCE

Form 1
Form 088 - SP

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

Graphic bar scale - SCALE 1:400



SURVEYORS DECLARATION

I, PETER JOHN SELFE of SELFE SURVEYS Pty. Ltd. CANBERRA, ACT.

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - 6th OCTOBER 2021
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

P.S.A.
Signature of Registered Surveyor

12/10/2021
Dated

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

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

OR

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

GPO BOX 1539
CANBERRA CITY ACT 2601
Address for Service of Notice

INDEPENDENT STRATA MANAGEMENT
Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
HOLT	126	8	15194

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	42		3009	435
2	42		3009	436
3	41		3009	437
4	42		3009	438
5	41		3009	439
6	42		3009	440
7	41		3009	441
8	42		3009	442
9	41		3009	443
10	42		3009	444
11	41		3009	445
12	42		3009	446
13	41		3009	447
14	42		3009	448
15	41		3009	449
16	42		3009	450
17	41		3009	451
18	42		3009	452
19	42		3009	453
20	42		3009	454
21	42		3009	455
22	42		3009	456
23	42		3009	457
24	42		3009	458
Aggregate	1000		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 BY WOODHAVEN INVESTMENTS PTY LTD ACN 090 878 630 BY ITS ATTORNEY PAUL DION COHEN WHO STATES THAT HE HAS NO NOTICE OF REVOCATION OF POWER OF ATTORNEY No.3091907 Signature of Lessee			Volume	Folio
			3009	434
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 15th this day of October 20 21 Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General Deputy Registrar-General	

FLOOR PLAN

Block

8

Section

126

Division

HOLT

FLOOR NUMBER

GROUND

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

Signature of Lessee

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

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

15194

NOTES:

- CP - DENOTES COMMON PROPERTY
- GE - DENOTES GARBAGE ENCLOSURE (COMMON PROPERTY)
- P - DENOTES PORCH
- CY - DENOTES COURTYARD
- LB - DENOTES BRICK LETTERBOX
- Ø - DENOTES BOUNDARY THROUGH CENTRELINE OF 260MM PARTY WALL
- # - DENOTES UNIT BOUNDARY OR COMMON PROPERTY PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE FASCIA & GUTTER OF THE ADJOINING UNIT.
- * - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL/PIER
- VP - DENOTES VISITOR CARPARKING (COMMON PROPERTY)
- MB - DENOTES ELECTRICITY METER BOX (COMMON PROPERTY)
- WM - DENOTES WATER METER (COMMON PROPERTY)
- FH - DENOTES FIRE HYDRANT (COMMON PROPERTY)



SEE SHEET 5

SEE SHEET 4

FLOOR PLAN

Block

8

Section

126

Division

HOLT

FLOOR NUMBER

GROUND

Chesona

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No-3091907

Signature of Lessee

Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

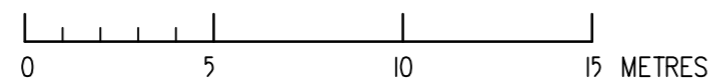
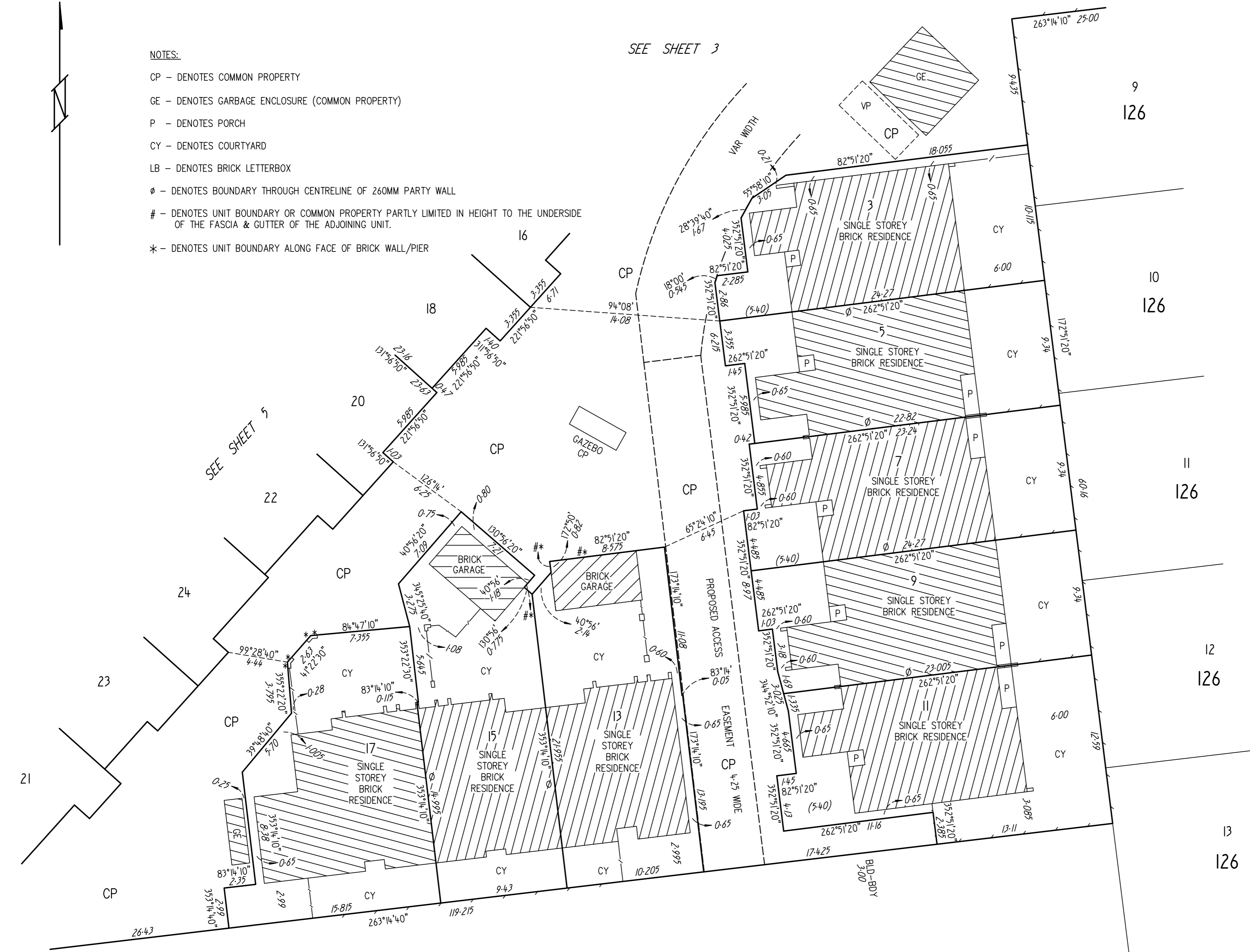
15194

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- * - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL/PIER

SEE SHEET 3

SEE SHEET 5



UNITS PLAN No.

15194

FLOOR PLAN

Block

8

Section

126

Division

HOLT

FLOOR NUMBER

GROUND

NOTES:

CP - DENOTES COMMON PROPERTY

GE - DENOTES GARBAGE ENCLOSURE (COMMON PROPERTY)

P - DENOTES PORCH

CY - DENOTES COURTYARD

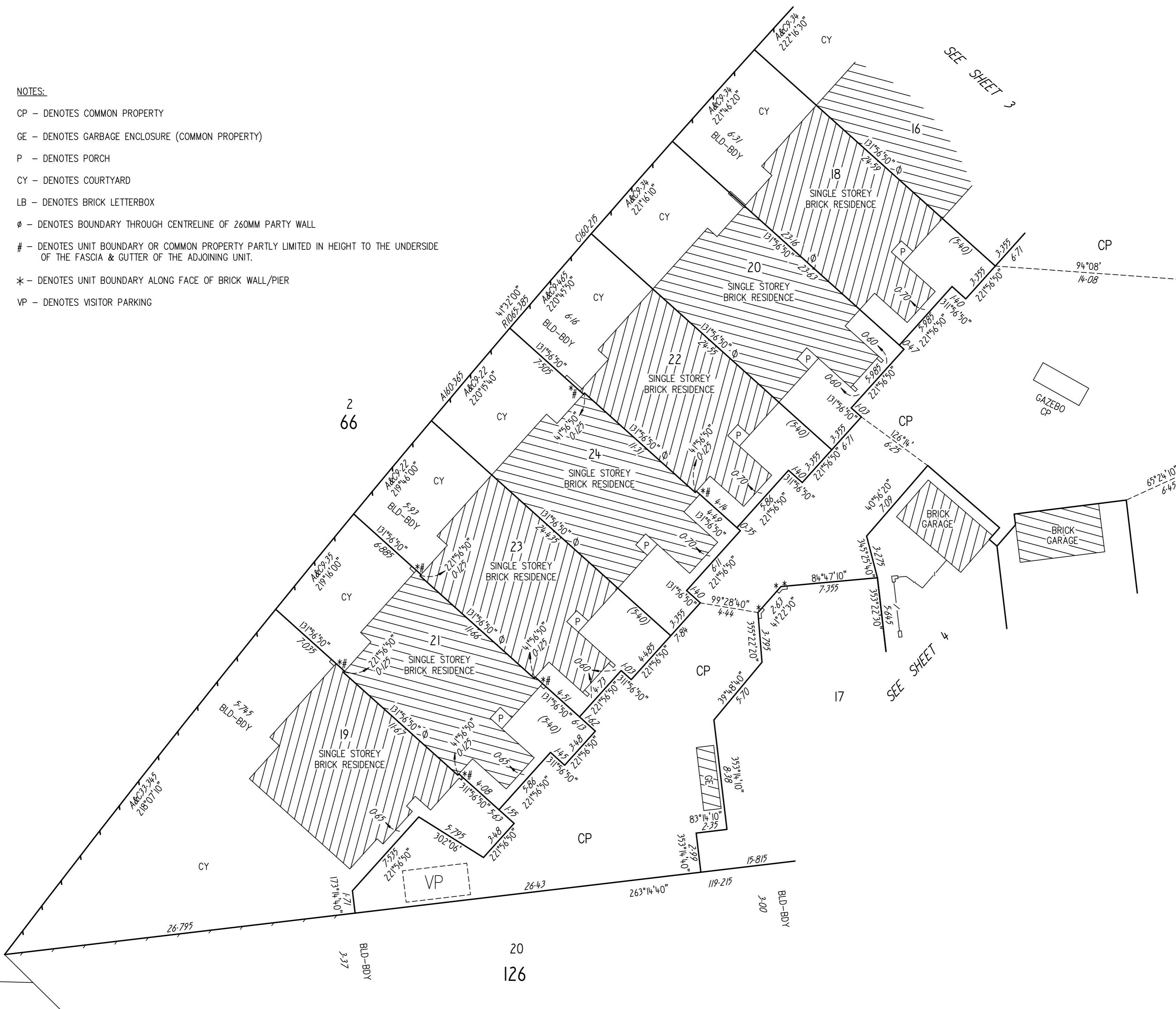
LB - DENOTES BRICK LETTERBOX

∅ - DENOTES BOUNDARY THROUGH CENTRELINE OF 260MM PARTY WALL

- DENOTES UNIT BOUNDARY OR COMMON PROPERTY PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE FASCIA & GUTTER OF THE ADJOINING UNIT.

* - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL/PIER

VP - DENOTES VISITOR PARKING



Paul Dion Cohen

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

Signature of Lessee

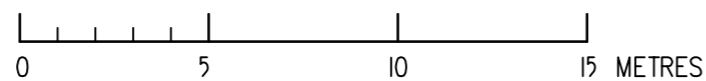
Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

15194



FORM 4

Land Titles (Unit Titles) Act 1970

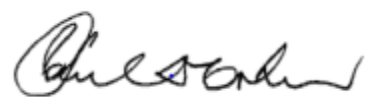
UNITS PLAN NO: 15194

Block 8 Section 126 Division of HOLT

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

1. The term of the lease of each of the units expires on the eleventh day of May Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 - 24 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such

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repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (f) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (h) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

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

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- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

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- (e) "dwelling":
- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "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);

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- (j) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the fifteenth day of October 2021.

Lyn Tankey
Lyn Tankey

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

LESSEE: WOODHAVEN INVESTMENTS PTY LIMITED ACN 090 878 630

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

Paul Dion Cohen

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15194

Block 8 Section 126 Division of HOLT

**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 eleventh day of May Two thousand one hundred and twenty.
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. 15194 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

At



- (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation shall:
 - (i) permit pedestrians, vehicles, emergency and maintenance vehicles, access across, over and along that part of the parcel of land described as "proposed access easement 4.25, 5.425 & 5.66 wide and var width" as shown on the attached plan;
 - (ii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
 - (iii) not place, nor permit to be placed, any tree or (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and
 - (iv) at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;

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

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

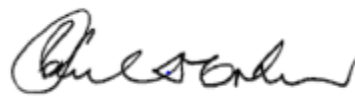
- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

lt



5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 15194';
 - (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
 - (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
 - (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
 - (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
 - (h) words in the singular include the plural and vice versa;
 - (i) words importing one gender include the other genders;

lt



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

DATED the.....**fifteenth**..... day of.....**October**..... 2021.

Lyn Tankey

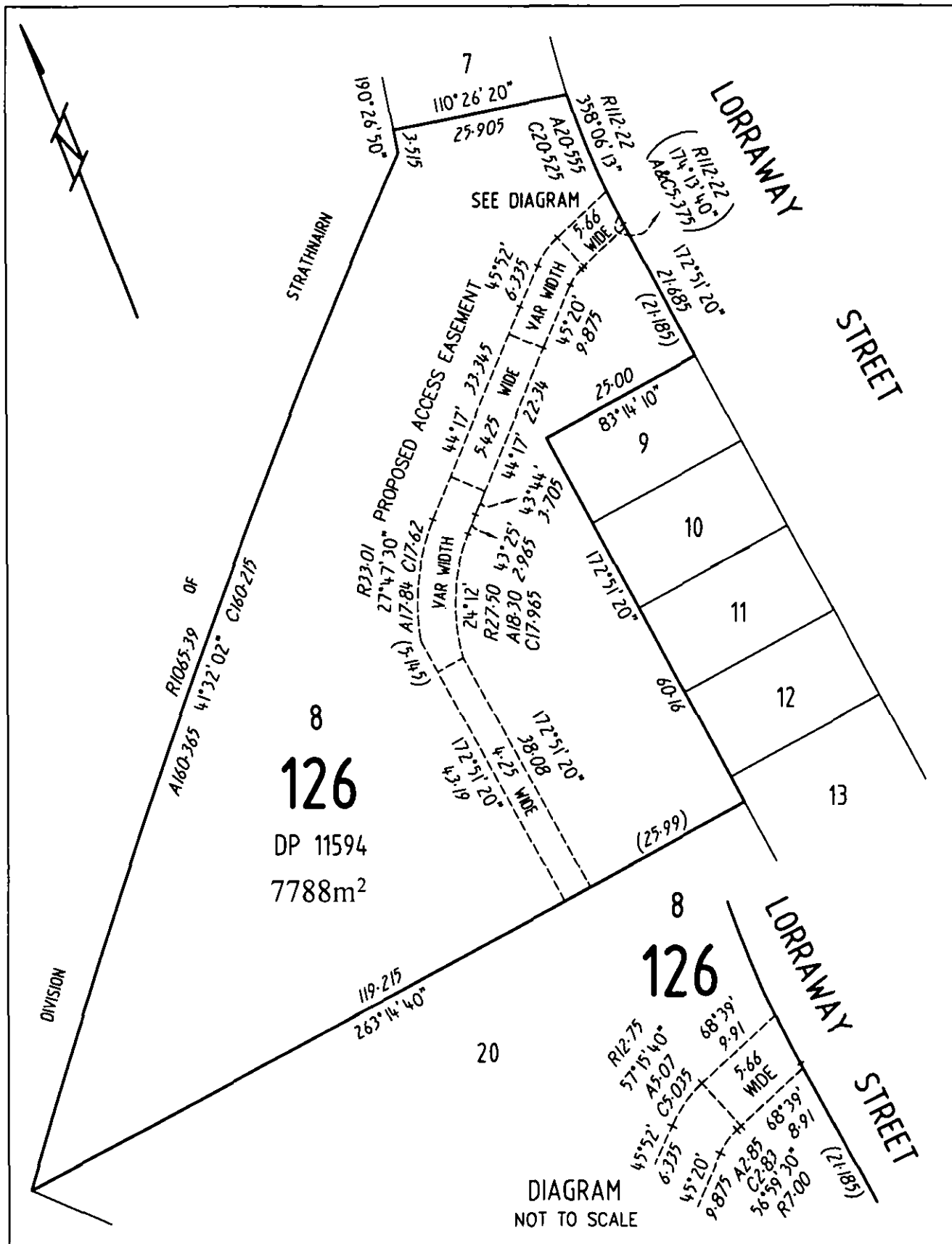
Lyn Tankey

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

LESSEE: WOODHAVEN INVESTMENTS PTY LIMITED ACN 090 878 630

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

Paul Dion Cohen



I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LIMITED
 11-13 LAWRY PLACE MACQUARIE ACT 2614. PH: 6202 7600
 a surveyor registered under the surveyors act,
 certify that the plan was compiled by me on 21 APRIL 2021

(Signature) *David Ambrose Stone*
 Registered Surveyor

David Ambrose Stone *lt*



**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	11	Block	8	Section	126	Suburb	HOLT
-------------	-----------	--------------	----------	----------------	------------	---------------	-------------

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: 83287		Dated: 05-OCT-21
4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)	
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)	
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)	
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)	
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)	
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Customer Service Centre

Date: 08-MAR-23 17:22:23

Applicant's Name :

InfoTrack, InfoTrack

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

S231043 - 113004359

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

08-MAR-2023 17:22

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

HOLT Section 126/Block 8/Unit 11

Building Class: B

Area(m2): 7,786.7
Unimproved Value: \$3,840,000 **Year:** 2022
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201935377 **Lodged** 09-MAY-19 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 24 Single storey dwellings, attached garages, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Holt	126	8-8	
Belconnen	Holt	126	20-20	

-- Involved Parties -----

Role	Name
Lessee	Woodhaven Investments
Applicant	Ozta Architects P/L
Representor	Confidential Representor

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

08-MAR-2023 17:22

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

Page 2 of 2

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

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

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 ----

Independent Strata Management PTY Limited

GPO Box 1539
CANBERRA ACT 2601
ABN: 65 143 715 986
Phone: 02 6209 1515

TAX INVOICE

InfoTrack
actenquiries@infotrack.com.au

Date: 14 March 2023
Unit Plan: 15194
Complex Name: Kel Nagle Gardens
Number: 26
Name: Sean David Mayberry & Jessica Louise West

Description	Total
Section 119 Certificate ,2 Years Minutes & Reports (inc gst)	\$309.00
(PAID BY EFT) Total	\$309.00

Please email remittance / confirmation of payment to: section119@independent.com.au

Account name: Independent Strata Management
Account number: 304505019
BSB: 182-266
Ref: U15194-U11/Section 119-43210

Note:

Section 119's are only valid for 60 days.

After 60 days, if another Section 119 is ordered you will be charged the full amount.

Within 60 days is considered an 'update', and only \$154.00 will be charged.

Section 119 notices will be emailed unless a specific request is made otherwise.

We strongly recommend that in the week prior to settlement, another section 119 is ordered from our office to ensure all details are up to date.

Please take note that all Section 115 Notices should be sent to Independent Strata Management within 2 weeks after the settlement date. Any charges accrued after the settlement date eg: overdue interest and arrears fees will be passed onto the Solicitors for payment.

Remittance Advice

Date: 14 March 2023
Unit Plan: 15194
Complex Name: Kel Nagle Gardens
Number: 26
Name: Sean David Mayberry & Jessica Louise West

How to pay

BY EFT above or By mail:

To **Independent Strata Management**
Detach this section and mail your cheque to
Independent Strata Management Pty Ltd
GPO Box 1539
Canberra ACT 2601

UNIT TITLE CERTIFICATE

Section 119

Kel Nagle Gardens, Plan 15194

The above Owners Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the details in respect to the unit are as follows.

Entitlements

Entitlement for Unit 11: 41

Total Entitlements: 1000



Unit
11

Committee Section 119(1)(a)

At time of printing, the Owners Corporation committee comprised the following members:

Name	Unit	Address	Position
Emma Beardsley	13	13/73 Lorroway Street HOLT, Australian Capital Territory, 2615	Committee Member
Joshua & Louise Osborne-Goldbrough	19	19/73 Lorroway Street Holt, Australian Capital Territory, 2615	Committee Member
Julia Chadburn	23	3 Kinkead Street Evatt, Australian Capital Territory, 2617	Committee Member

Managing Agent Section 119(1)(b & c)

The Owners Corporation is managed by Independent Strata Management PTY LTD located at 91 Northbourne Avenue, TURNER ACT, 2612. For inspection of the records please contact +61 026209 1515.

Has the Developer control expired?	Yes
Has the Owners Corporation Borrowed Money? (details if applicable)	No
Has the Owners Corporation Installed any Sustainability Infrastructure?	No
Has the Owners Corporation applied to Planning and Land Authority for an extension of the Crown Lease?	No
Is the Unit Plan subject to any ongoing Development Approval Conditions?	N/A

Reports and Contract

Copy of Current Sinking Fund, Insurance Valuation Report and Contractors Agreement attached

Insurance Policies Section 119(1)(d)

The Owners Corporation has the current valid insurance policies in place.

Policy Number	06S8270312
Insurance Company	Strata Unit Underwriters
Period of Insurance	27/7/2022 to 27/7/2023

Policy Type	Excess	Sum Insured
Building Catastrophe	0.00	\$ 988,740
Damage (i.e. Building) Policy	0.00	\$ 6,591,600
Fidelity Guarantee Insurance	0.00	\$ 100,000
Floating Floors	0.00	\$ Selected
Loss of Rent	0.00	\$ 988,740
Office Bearers Liability Insurance	0.00	\$ 2,000,000
Property, Death and Injury (Public Liability)	0.00	\$ 20,000,000
Voluntary Workers Insurance	0.00	\$ 200,000/2000

Bank Accounts

Find the Owners Corporations bank account details below as no unopposed resolution exempting this requirement has been passed.

Account Name	BSB	Account Number	Type
Proprietors of Unit Plan 15194	182-266	239729445	Operating

Levy Contributions Section 119(1)(e)[i to iv]

The current financial year budgeted Levy Contributions for this unit are:

Period	Due Date	Cost Centre	Admin	Sinking
01/04/2022 to 30/06/2022	01/04/2022	Normal	\$ 351.51	\$ 35.13
01/07/2022 to 30/09/2022	01/07/2022	Normal	\$ 351.51	\$ 35.13
01/10/2022 to 31/12/2022	01/10/2022	Normal	\$ 351.51	\$ 35.13
01/01/2023 to 31/03/2023	01/01/2023	Normal	\$ 351.51	\$ 35.13

Please note : The levy for the next period 01/04/2023 to 30/06/2023 has not been issued. The AGM will be held on 22 March 2023, levies will be issued after the Meeting. We recommend requesting update prior to settlement.

Other Outstanding Debts

This unit has the following outstanding debts other than budgeted Levy Contributions:

No Other Outstanding Debts

Summary of Unit Debts

The below is a summary of the above listed debts this unit has to the Owners Corporation.

Levy Contributions:	\$ 0.00
Other Outstanding Debts:	\$ 0.00
Total Debt to Owners Corporation:	\$ 0.00

Please note : Levies are paid until 31/03/2023

Fund Balances Section 119(1)[e & v]

The Owners Corporation fund balances as of 14/03/2023 are:

Admin:	\$ 5,857.00
Sinking:	\$ 3,433.92
Total:	\$ 9,290.92

Validity

This document was generated on 14/03/2023 and is valid for a period of 60 days unless new or varied contributions are approved within that period.

Balance Sheet

General & Sinking Fund

Owners Corporation for Plan No. 15194

As at 14th March 2023

73 Lorroway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Assets

2023

Cash		6,701.75
Prepaid Expenses	Note 7	371.08
Contributions in Arrears	Note 8	2,218.09
Total Assets		\$ 9,290.92

Equity

General Fund		5,857.00
Sinking Fund		3,433.92
Total Equity		\$ 9,290.92

Notes To Financial Statements

Owners Corporation for Plan No. 15194

73 Lorraway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Contributions in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Contributions in Arrears" and "Contributions in Advance" in the Balance Sheet represent the position of all contributions in arrears or advance, as the case may be, as at the balance date. Any items shown as "Contributions not Due" in the Balance Sheet represent contributions which have a due date after the balance date. Any items shown as "Contributions payments unidentified" in the Balance Sheet represent contribution payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Prepaid Expenses

Detail	Amount
Independent Strata Management PTY LTD Management Fees	371.08
	\$ 371.08

Note 8 Contributions in Arrears - also see note 2

Detail	Amount
Unit: 2 Unit: 2	6.13
Unit: 5 Unit: 5	389.61
Unit: 7 Unit: 7	389.61
Unit: 12 Unit: 12	0.03
Unit: 15 Unit: 15	788.55
Unit: 19 Unit: 19	396.62
Unit: 23 Unit: 23	247.54
	\$ 2,218.09

Income and Expenditure Statement

General Fund

Owners Corporation for Plan No. 15194

1 March 2022 to 14 March 2023

73 Lorraway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Income	Actuals	Budget	Variance \$	Variance %
	01/03/22 14/03/23	01/02/22 14/03/23	01/03/22 14/03/23	01/03/22 14/03/23
Contributions - Levy	8,573.36	0.00	8,573.36	100
Contributions - regular payments	25,720.08	34,293.50	(8,573.42)	(25)
Mutual Revenue - penalty interest	63.24	0.00	63.24	100
Total General Fund Income	34,356.68	34,293.50	63.18	0

Expenditure

Accountant	0.00	200.00	200.00	100
Administration - Professional Reports	637.50	0.00	(637.50)	(100)
Body Corporate Manager - management fees	8,308.93	7,920.00	(388.93)	(5)
Caretaking Services	0.00	5,000.00	5,000.00	100
Common Property	0.00	1,000.00	1,000.00	100
Contributions - water	0.00	3,700.00	3,700.00	100
Electricity	617.40	800.00	182.60	23
Garden/Lawn Maintenance	5,700.15	0.00	(5,700.15)	(100)
Garden/Lawn Maintenance - weed/pest control	13.99	0.00	(13.99)	(100)
Insurance	7,548.00	7,000.00	(548.00)	(8)
Insurance Claim	0.00	1,000.00	1,000.00	100
Minor Building Maintenance	0.00	1,823.50	1,823.50	100
Minor Building Maintenance - Contingency	0.00	200.00	200.00	100
Valuer	0.00	650.00	650.00	100
Waste Management Services	7,419.09	5,000.00	(2,419.09)	(48)
Water	6,301.38	0.00	(6,301.38)	(100)
Total General Fund Expenditure	36,546.44	34,293.50	(2,252.94)	(7)

Surplus / Deficit for period	(2,189.76)	0
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Summary

Opening Balance as at 1 March 2022	8,046.76
Total Revenue during period	34,356.68
Total Expenditure during period	(36,546.44)
General Fund balance as at 14 March 2023	\$ 5,857.00

Income and Expenditure Statement

Sinking Fund

Owners Corporation for Plan No. 15194

1 March 2022 to 14 March 2023

73 Lorroway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Income	Actuals	Budget	Variance \$	Variance %
	01/03/22 14/03/23	01/02/22 14/03/23	01/03/22 14/03/23	01/03/22 14/03/23
Contributions - Levy	856.72	0.00	856.72	100
Contributions - regular payments	2,570.16	3,427.00	(856.84)	(25)
Mutual Revenue - penalty interest	7.04	0.00	7.04	100
Total Sinking Fund Income	3,433.92	3,427.00	6.92	0

Summary

Opening Balance as at 1 March 2022	0.00
Total Revenue during period	3,433.92
Total Expenditure during period	0.00
Sinking Fund balance as at 14 March 2023	\$ 3,433.92

**MINUTES OF THE INAUGURAL MEETING OF THE
OWNERS OF UNITS PLAN 15194**

73 Lorroway Street, Holt

- HELD AT:** Independent,
Level 2, 91 Northbourne Avenue, Turner ACT 2612
- DATE:** 26th October 2021
- TIME:** 2:00pm
- PRESENT:** Mr. David O’Keeffe representing Woodhaven Investments Pty Ltd and
Tarnee Lamb representing Independent.
- QUORUM:** A quorum was declared, and the meeting proceeded.
- CHAIRMAN:** Mr. David O’Keeffe representing Woodhaven Investments Pty Ltd and
took the role of chairman.

BUSINESS

Mr. David O’Keeffe advised the meeting that the development situated at Block 8 Section 126 at Holt consisting of 24 lots was registered on 26th October 2021 at Access Canberra as Units Plan 15194

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

MANAGING AGENT

It was unanimously resolved that Independent Strata Management be appointed Managing Agent, for a period of two (2) years following registration of the Corporation, in accordance with the attached agreement.

COMMON SEAL

It was unanimously resolved that a common seal be purchased and until the First Annual General meeting shall only be affixed to certificates given in pursuant to Section 119 of the Act.

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

PLANT ITEM REGISTRATION

It was unanimously resolved that the initial registration of all plant items on the parcel, in accordance with the provisions of the Work Health & Safety Act 2011, be attended to by the Developer prior to registration of the Corporation.

Subsequent annual registration is to be attended to by the Corporation, as required by the Work Health & Safety Act 2011.

INSURANCE

It was unanimously resolved that the Corporation should insure the development through SUU PTY LTD as follows:

Policy Number		06S8270312
Renewal Date		27/07/2021 – 27/07/2022
Buildings and General Contents	\$	6,277,717
Public Liability	\$	20,000,000
Office Bearers	\$	2,000,000
Loss of Rent / Temporary Accommodation	\$	941,658
Catastrophe Cover	\$	941,658
Fidelity Guarantee	\$	100,000
Excesses	\$	500 – all other claims 2,000 – malicious damage
PREMIUM	\$	6,524.31

The certificate of currency for this policy is attached.

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Macquarie Bank, in the name of Proprietors of Units Plan 15194 such account to be operated by the Managing Agent.

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be provided to the Managing Agent at the earliest opportunity for inclusion in the Corporation's records.

COMMITTEE

It was noted that in accordance with the Act and until the First Annual General meeting the Committee shall consist of all members of the Corporation.

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the builder, and their employee's agents and contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. 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.

RULES

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting.

RESPONSIBILITY FOR MAINTENANCE OF AIR-CONDITIONING, GARAGE DOORS & HOT WATER SYSTEMS

It was unanimously resolved that individual unit owners are responsible for the repair and maintenance of systems that service their unit; notwithstanding the fact that part of the plant may be located on the common property.

Further, that unit owners must ensure individual units/systems are maintained on a regular basis in accordance with manufacturer's specifications, to minimise noise disturbance to other residents.

GARDEN MAINTENANCE

It was unanimously resolved that the Owners Corporation be responsible for the maintenance of the gardens on common property and out front of each unit.

WASTE MANAGEMENT

It was unanimously resolved that the Owners Corporation be responsible for arranging private waste management, during the construction of the neighbouring development (Block 20, Section 126, Holt). Following the completion and unit titles registration of that development, it is assumed that both sites will then be suitable for ACT Government City Services to supply and service waste appropriately.

BUDGET

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could be directed towards a different area. The objective being that the total amount of levies and contributions outlined above was not to be exceeded.

In addition, the Chairman noted that should the incoming Executive Committee (to be elected at the inaugural Annual General Meeting) increase the scope of any particular service, or request a service that was not covered in the initial budget, that change of scope or additional service may lead to an increase in levies for unit owners.

It was unanimously resolved to accept the proposed budget as presented, being applicable to the following periods:

Initial Financial Period: 26/10/2021 – 31/01/2022

Operating/Levy Period: 26/10/2021 – 31/03/2022

RESIDENTIAL UNIT BUDGET	Year 1	Year 2	Initial
Accountant	\$200.00	\$210.00	
Contingencies	\$200.00	\$210.00	\$50.00
Care Taking - Garden	\$5,000.00	\$5,250.00	\$1,250.00
Waste Management	\$5,000.00		\$3,000.00
Insurance	\$7,000.00	\$7,350.00	\$4,627.71
Insurance Excess	\$1,000.00	\$1,000.00	\$1,000.00
Insurance Valuation	\$650.00		
Common Property	\$1,000.00	\$1,050.00	\$300.00
Plumbing Maintenance	DLP	\$300.00	
Body Corporate Manager - Management Fees	\$7,920.00	\$8,316.00	\$1,980.00
Water Consumption	\$3,700.00	\$3,885.00	\$925.00
Electricity (Common)	\$800.00	\$840.00	\$200.00
Common Seal			\$50.00
ISM Set Up Fee			\$550.00
Preventative Maintenance Plan (PPM)			\$350.00

Sinking Fund Forecast			\$560.00
Sinking Fund (10%)	\$3,247.00	\$2,841.10	
Inflation Allowance (5%)	\$1,623.50	\$1,420.55	\$742.14
TOTAL	\$37,340.50	\$32,672.65	\$15,584.85

Payment of the levied amount, being **\$15,584.85** will be paid in favour of the proprietors of Units Plan 15194. upon settlement of the first unit.

PARTY WALLS

It was also noted that the party walls could not be tampered with to maintain their integrity for the fire rating.

INSURANCE PREMIUM REFUND TO DEVELOPER

As the developer has paid the Insurance for 12 months, it has been resolved that the developer will be refunded the premium amount on a pro-rata basis from the date of registration through the settlement proceeds.

TV ANTENNAS

It was unanimously resolved that units are permitted to install one television antenna on their roof. The installation of same must be to correct installation and building standards and must not impede on any neighbouring units.

RESTRICTIONS ON WINDOW FURNISHINGS

It was unanimously resolved that owners must ensure that any window treatments (such as blinds, curtains, drapes and the like) on windows visible from public or common areas are only coloured complementary to the overall colour scheme of the complex, unless otherwise approved by the Executive Committee on behalf of the Owners Corporation.

PETS

As per the Unit Titles (Management) Regulations 2011, Schedule 1, Rule 1.5 pets are permitted at the complex to a maximum of three per unit (other than birds in a cage or fish in an aquarium). The owner's corporation may still set certain conditions on approval. Assistance animals as per Rule 1.6, do not require approval, however proof of certification is requested.

UNIT 1 APPROVAL

It was unanimously resolved that the below listed applications and alterations associated to unit 1 have been approved:

1. Enclosing unit 1's second car space to form a double garage. All materials must remain colour complementary to the overall scheme of the complex.

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual general meeting must be held within 90-days of registration of the unit plan but after the end date of the initial levy period.

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as:

*INDEPENDENT STRATA MANAGEMENT
GPO Box 1539, Canberra City ACT*

CLOSURE:

There being no further business the meeting closed at 3:30pm.

STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN No.: 15194 - Lorroway Stage 2 ["Owners Corporation"]	ABN No.: TBA
Address: 73 Lorroway Street, HOLT ACT 2615	

NAME OF AGENT: Independent Strata Management Pty Ltd ["Agent"] Address: 91 Northbourne Avenue, Turner ACT 2612 Telephone: 6209 1515 Email: strataenquiry@independent.com.au	ACN No.: 143 715 986
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PARTICULARS:

Commencement Date	October 2021
Term	2 years from the Commencement Date
Management Fee	\$7920 per annum (incl. GST) – Year 1 \$8120 per annum (incl. GST) – Year 2 and any Holding Over Period
Agreed Services	Services set out in Schedule A to this Agreement.
Additional Services	Services set out in Schedule B to this Agreement.
Additional Services Fees	Fees as set out in Schedule C to this Agreement
Units Plan	means Units Plan 15194
Payment Method	Monthly
Fee Review Method	2.5% per annum for Year 2 2.5% per annum for Year 3
Limit of Expenditure	\$500.00



EXECUTED BY:

OWNERS CORPORATION -

The common seal of the Owners Corporation was affixed on _____
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:

Signature: <u><i>D. O'Keefe</i></u> Name: <u>David O'Keefe</u> Position: <u>Managing Director</u>	Signature: _____ Name: _____ Position: _____
---	--

AGENT -

Signed on behalf of independent by:

Signature: *Tamee Lamb*
 Name: Tamee Lamb
 Position: New Business Manager

In the presence of (witnessed by):

Signature: *Ashton Black*
 Name: ASHTON BLACK

SERVICE -

The Owners Corporation acknowledges receipt of a copy of this Agreement within 48 hours of execution by the Owner's Corporation.

Signature: _____ Print Name: _____

1 DEFINITIONS

In this Agreement:

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

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST has the meaning given to it in the GST Act.

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

Non-Standard Work means any work which is not Standard Work.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair;
- d) annual inspection, notifications and maintenance required for essential fire safety equipment;
- e) pest management treatments (excluding fumigation);
- f) lift, travelator or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation provided however:
 - i) if any of these works require a principal contractor (as defined under the WHS Act and WHS Regulation to be appointed then the works will be considered to be Non-Standard Work; and
 - ii) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011 (ACT)*.

WHS Regulation means the *Work Health & Safety Regulation 2001 (ACT)*.

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003 (ACT)* and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

- a) This Agreement will operate for the duration of the Term unless by agreement of both parties or until terminated in accordance with either Clause 9 or Clause 10.
- b) After expiry of the Term, this Agreement will continue on a month to month basis, for a maximum period of 12 months or until:
 - i) a new agreement has been executed; or
 - ii) this Agreement has been terminated by mutual agreement with either party giving 28 days written notice to the other party.
 - iii) an administration fee will apply as noted in schedule c.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;

- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested);
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method via direct debit in advance.
- b) The Additional Services Fee is payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- c) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Term, by giving notice in writing not less than 3 months' prior to the end of the Term to the Agent that it does not wish the Agreement to continue;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:
 - i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to Clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 28 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Units Plan pursuant to section 160 of the Act;

11 DISCLOSURE

The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan;

- iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
- iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation.

15 GST

- a) Words or expressions used in this Clause 15, or elsewhere in this Agreement, that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 ENTIRE AGREEMENT

- a) This Agreement constitutes the entire agreement between the Owners Corporation and the Agent relating to strata management.

Earlier Agreements Superseded

- b) This Agreement supersedes all previous agreements about its subject matter and, along with the other agreements referred to in this Agreement, embodies the entire agreement between the Parties.

No Collateral Agreements

- c) The Parties have not entered into and are not bound by any collateral or other Agreement apart from this Agreement.

Warranties Imposed in Agreement or By Statute Binding

- d) The Parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation unless:
 - (a) Such warranty, representation, agreement or term is contained in the express terms of this Agreement; or
 - (b) It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the Parties' agreement.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services. The Agent will charge separately for disbursements incurred in carrying out the Agreed Services. Any charges noted in Schedule B & C will only apply if in excess of those noted in Schedule A.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement;
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003 (ACT)*; and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each Executive Committee Meeting;
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report;
 - financial statements and levy status report as and when reasonably required for general meetings;
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, then the following are Agreed Services:
 - Assisting the Owners Corporation in arranging insurance as required under the Management Act, including arranging, on instructions, valuations for new policies or renewals as required and obtaining quotes as requested.
 - On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 15 minutes or is in excess of \$5,000.00, the claim is not routine and will be an Additional Service.
- If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.
- If the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier, all insurance related services will be Additional Services.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up to date correspondence file.
- Recording and retaining notices received by the Owners Corporation under section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the Executive Committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of Annual General Meetings.
- Attending Annual General Meetings held at the Agent's premises (or other venues by agreement), including afterhours attendance except where the Units Plan consists of 15 or fewer units in which case all meetings will be held during office hours.
- Attending 4 ('Agreed Number') Executive Committee Meetings per year. Where the Units Plan consists of 15 or fewer units, all Executive Committee Meetings will be held at the Agent's premises during office hours. For larger Owners Corporations, after hours meetings can be arranged by agreement.
- Preparing and distributing minutes of Annual General Meetings.
- Arranging venue for meetings where necessary.
- Are to commence no earlier than 8.00 am and conclude no later than 8.00 pm Monday to Thursday and conclude no later than 12pm on Friday, unless arrangements have been agreed to prior to the commencement of the meeting. Meetings held outside of these hours may incur an additional charge.

RULES

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

REPAIRS & MAINTENANCE

- Arranging building inspections and reports.
- Arranging for appropriately qualified contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair, but does not extend to an obligation to perform inspections of the Common Property.

AFTER HOURS CONTACT

- Between the hours of 7.00 am and 10.00 pm weekdays and 8.00 am to 10.00 pm on weekends on 0419 626 355.

SCHEDULE B – ADDITIONAL SERVICES

Charges noted in Schedule B & C will only apply if in excess of those noted in Schedule A & will be negotiated by Managing Agent and Owners Corporation.

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of Executive Committee Meetings in excess of the Agreed Number of meetings.
- Attending Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings.
- Preparing and distributing minutes of Executive Committee Meetings.
- Hourly charges will apply for offsite meetings scheduled to begin at 5.30pm or later or that run past 5.30pm.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional or extraordinary general meetings.
- Attending additional or extraordinary general meetings.
- Preparing and distributing minutes of additional or extraordinary general meetings.

ROOM HIRE CHARGES

- Charges commence for any meeting scheduled to begin at 5.30pm or later or that run past 6.00pm, for in house or offsite hire.
- Charges continue for each subsequent hour (or part thereof in 15-minute intervals).

OFF-SITE AFTER-HOURS MEETING CHARGES

- Charges will apply for any offsite after-hours meeting scheduled to begin at 5.30pm or later or that run past 5.30pm, whether offsite hire. Do not relate to non-structured onsite meeting such as walk arounds.
- Charges continue for each subsequent hour (or part thereof in 15-minute intervals).

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (for quotes, liaising with contractors or executing contracts) for appropriately qualified contractors to undertake non-routine repairs/maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims.
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Any insurance related services where the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier.
- Any insurance related services where the insurance the Owner's Corporation has taken out is through a Disclosed Supplier however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- Additional financial reports or reports prepared to specific requirements, including providing monthly accounts paid summary;
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.
- Issuing levy notices for non-standard levies.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all levies which have been outstanding for more than 60 days.
- Appointing solicitors to represent the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES
Additional Service Rates – Professional & Administration Fees*

No.	Item	Charge/unit (GST Excl.)	Unit
1.	Prepare & distribute notices of Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
2.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) during office hours in office or on site	\$125.00 \$75.00	First Hour Each subsequent hour
3.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) outside office hours in office or on site	\$250.00 \$150.00	First Hour Each subsequent hour
4.	Prepare & distribute Executive Committee Meeting minutes to all owners for meetings in excess of the Agreed Number of Executive Committee Meetings	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
5.	Prepare & distribute notice of general meeting (other than the Annual General Meeting)	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
6.	Attend General Meetings during office hours (other than the Annual General Meeting) in office or on site	\$125.00 \$75.00	First Hour Each subsequent hour
7.	Attend General Meetings outside office hours (other than the Annual General Meeting) in office or on site	\$250.00 \$150.00	First hour Each subsequent hour
8.	Attend Annual General Meeting, outside of office hours for meetings fewer than 15	\$200.00 \$100.00	First hour Each subsequent hour
9.	Attend Annual / General or Committee Meeting, that run past 8:00pm	\$200.00 \$100.00	First hour Each subsequent hour
10.	Prepare & distribute minutes of General Meeting (other than the Annual General Meeting)	\$50.00	Flat Rate
11.	Attending site or meeting with Executive Committee or contractors during office hours	\$100.00	Per hour (Plus travel time)
12.	Attending site or meeting with Executive Committee or contractors outside office hours (weekdays only)	\$150.00	Per hour (Plus travel time)
13.	Prepare & lodge non-routine insurance claims in excess of \$5,000.00 or in excess of 15 minutes to prepare (outside of disclosed suppliers)	\$100.00	Per hour charged in 15 min intervals
14.	Administering insurance claims & other activities involved in minimisation of loss, liaison with loss adjustors & other related activities (outside of disclosed suppliers)	\$100.00	Per hour charged in 15 min intervals
15.	Additional financial reports or reports prepared to specific requirements excluding to the committee	\$100.00	Per hour charged in 15 min intervals
16.	Assist auditor in providing accounts & records for audit	\$150.00	Per hour charged in 15 min intervals
17.	Issue levy notice – non-standard i.e.: special levy notice	\$100.00 \$200.00	Flat rate up to 100 units Flat rate over 100 units
18.	Provide information to solicitors in relation to applications for mediation, adjudication &/or tribunal orders	\$100.00	Per hour charged in 15 min intervals
19.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$200.00	Per hour charged in 15 min intervals
20.	Assist the Executive Committee in drafting Rules, amendments to Rules, & Rules reviews when not utilising standard template	\$100.00	Per hour charged in 15 min intervals
21.	Issue non-standard communication to all units i.e. parking, rubbish, house rules etc. excluding posts on My Community Wall	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
22.	Renewal of lease or change in units of entitlement	\$200.00	Per unit. A minimum change of \$2750.00 (+ costs)
23.	Change to lease purpose clause	\$200.00	Per hour charged in 15 min intervals
24.	Adjourned/other meeting charge	\$200.00	Flat rate
25.	Attending property weekends or public holidays for afterhours emergency callouts	\$300.00	Per hour or part thereof (plus travel time)
26.	Lodgement of taxation return	\$50.00	Per return, at time of lodgement.
27.	Lodgement of quarterly BAS	\$20.00	Per statement, at time of lodgement.
28.	Section 119 certificates and requisitions	\$272.00 \$137.00 \$104.00 \$50.00	At cost (paid by the applicant) Update only Book search only Urgent update/24hr turnaround

29.	Levy arrears notices (to be recharged to defaulting owner):	\$50.00 \$50.00	2 nd Reminder Letter Final Notice
30.	Assistance to Debt Recovery Process when not engaging standard supplier	\$100.00	Per hour charged in 15 min intervals
31.	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$100.00 \$150.00	Per letter – 1 st Infringement Per letter – Any Subsequent Notices
32.	Assistance with management of building defects	\$150.00	Per hour charged in 15 min intervals
33.	Major project coordination (e.g. carpet replacement, internal/external painting, fence replacement)	\$200.00	Per hour charged in 15 min intervals
34.	Assistance in project coordination, not involving common property (e.g. fence replacement between units or neighbouring complex)	\$250.00	Per hour charged in 15 min intervals
35.	Administration fee for termination (collating information)	\$150.00	Per hour charged in 15 min intervals
36.	Administration fee for closing Term Deposits after transfer of Management (holding over for maturity)	\$110.00	Single or multiple investments
37.	Storage of books and records past 7 years		At a agreed commercial price
38.	Audit of information other than financial. i.e. swipes, remotes, keys, pets, property details, vehicles etc.	\$100.00	Per hour
39.	Preparation of maintenance plan	\$150.00	Per hour
40.	Attendance to site for the sole purpose of distribution of correspondence (not urgent), i.e. letterbox drops or notices on vehicles	\$50	Flat rate

*These fees have been negotiated between the parties to agreement

SCHEDULE D – DISCLOSURE SCHEDULE

Name of supplier	Amount/percentage of rebate, discount, or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	20%	Of the base commission
Strata Community Insurance	20%	Of the base commission
BAC Brokers	20%	Of the base commission
Body Corporate Brokers	20%	Of the base commission
CRM Brokers	20%	Of the base commission

Please note the following in relation to CHU:

“The Agent is an Authorised Representative of CHU Underwriting Agencies Pty Ltd for the purpose of providing insurance advice and arranging insurance through CHU in respect of CHU products. CHU acts as agent of the insurer, QBE Insurance (Australia) Limited. The Agent represents and act on behalf of CHU when advising on and arranging mandatory insurance for the Owners Corporation in accordance with Part 9 of the Strata Schemes Management Act 2015 (NSW). The Agent will only make a general recommendation about a CHU product or give an opinion about the insurance policy (General Advice). The Agent will do this without considering the Owners Corporation’s specific individual objectives, financial situation or needs. If the Agent offers to arrange insurance, he/she will provide the Owners Corporation with a Product Disclosure Statement (PDS) for a particular insurance policy. The Owners Corporation should carefully read the PDS to decide if a particular policy features suits its specific individual objectives, financial situation and needs before making a decision to purchase the policy”.

**Minutes of the Annual General Meeting
UP15194 – 73 LORRAWAY STREET, HOLT ACT 2615**

Date: On Wednesday, 9th of February 2022 at 5:00pm

Venue: Online Via Zoom

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE EXECUTIVE COMMITTEE

MEETING FORMALITIES

Members Present: Joshua Robert

Chairperson: Joshua Robert

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

Representative: Ms J Pirie representing Independent Strata Management Pty Ltd.

INAUGURAL MINUTES

Motion CARRIED

That the minutes of the Inaugural Meeting held on 26th of October 2021 were confirmed as a true and accurate record of the proceedings of the meeting.

ALTERNATIVE VOTING MECHANISMS

Motion CARRIED

That the Owners Corporation of UP15194 agreed to except online pre-voting as a valid vote as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011.

INSURANCE RENEWAL

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

OFFICE BEARERS INSURANCE

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to include Office Bearers insurance cover to the policy of a determined amount.

INSURANCE - VALUATION

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to obtain an Insurance Valuation Report to be approved and accepted by the Executive Committee.

SINKING FUND FORECAST REPORT

Motion CARRIED

That the Owners Corporation of UP15194 give consent to obtain a Sinking Fund Forecast Report to be approved and accepted by the Executive Committee.

APPOINTMENT OF SERVICE CONTRACTORS

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

FINANCIAL STATEMENTS

Motion CARRIED

That the Owners Corporation of UP15194 accept the financial statements as presented.

BUDGET DEBATE – ADMINISTRATIVE FUND

Motion CARRIED

That the Owners Corporation of UP15194 adopt the proposed Administrative Fund budget of \$34,093.50.

BUDGET DEBATE – SINKING FUND

Motion CARRIED

That the Owners Corporation of UP15194 adopt the proposed Sinking Fund budget of \$3,247.00, in accordance with the Sinking Fund Forecast.

ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION**Motion CARRIED**

That the Owners Corporation of UP15194 agree that the approved budget for the 12 month period starting 1st of February 2022 will be raised in accordance with the unit entitlements on a quarterly basis, being 1st April, 1st July, 1st October 2022 and 1st January 2023.

INVESTMENT OF FUNDS**Motion CARRIED**

That the Executive Committee of UP15194 be authorised to make determinations concerning investment of surplus funds into appropriated interest-bearing accounts.

ELECTION OF COMMITTEE**Motion CARRIED**

That the Owners Corporation of UP15194 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Secretarial Note:

The Strata Manager will contact all owners for expressions of interest in joining the Executive Committee.

SEAL OF THE OWNERS CORPORATION**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Managing Agent to sign and affix the common seal to documents as directed by the Executive Committee.

RULES AMEDMENTS AND ADDITIONS – Administrative fund**Motion CARRIED**

That the Owners Corporation of UP15194 amend the Default Rules of the Unit Titles (Management) Regulations 2011 for adoption and resignation with all costs for registering be expended from the Administrative Fund.

RULES AMEDMENTS AND ADDITIONS – Erections and Alterations**Motion CARRIED**

That Rule 1.4 of the Default Rules be amended to read as follows:

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 –
 - a. in accordance with the express permission of the Executive Committee; and
 - b. in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
2. Permission may be given subject to conditions stated in the resolution.

AUTHORITY TO ISSUE RULE INFRINGEMENT NOTICES**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Managing Agent to issue rule infringement notices on behalf of the Executive Committee.

HOUSE RULES**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Executive committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 1.14) at the next General Meeting.

RULES AMEDMENTS AND ADDITIONS – Administrative fund**Motion CARRIED**

That the Owners Corporation of UP15194 amend the Default Rules of the Unit Titles (Management) Regulations 2011 for adoption and resignation with all costs for registering be expended from the Administrative Fund.

The meeting closed at 5:30pm

Kind regards,

Sheldon Bøger | Strata Manager
Independent Strata Management
02 6209 1479
teamcharlie@independent.com.au

NOTICE OF ANNUAL GENERAL MEETING

OWNERS OF UNIT PLAN 15194
Kel Nagle Gardens
73 Lorroway Street HOLT 2615 ACT

Dear Owners

WELCOME TO YOUR ANNUAL GENERAL MEETING

We write on behalf of the Owners Corporation for UP15194 and cordially invite you to attend the Annual General Meeting as follows:

Held on: Wednesday, 22 March 2023 at 05:00PM
Location: Online, via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/89477547626?pwd=dm5yRUpWdWd6SFVmSHQ4WHdyR2x5QT09>

Meeting ID: **894 7754 7626**
Passcode: **647154**

We provide the following information and relevant paperwork to assist you in ensuring your views are counted when managing your complex.

Meeting Formalities

We will be hosting the AGM for UP15194 online via Zoom. Please use the link in this invite to join the meeting at the appointed date and time. You may have to paste the link into a new open website tab. This link will automatically take you to a web-based application with the option to redirect you to the app if you have it installed. Please use which applies to yourself. When you enter the meeting, you will be automatically muted. Should you wish to contribute or speak to a matter, please unmute yourself or use the raise hand function. Where possible, we also encourage owners to submit proxy or absentee vote before the meeting, along with any general business that you wish to have discussed.

Quorum and Reduced Quorum

A quorum of the Owners Corporation is required to be present before a motion can be passed (this being 50% or more of owners entitled to vote). If a quorum is not reached within half an hour, the meeting will proceed following Schedule 3.9 under a reduced quorum. Please note that under Schedule 3.9 of the Unit Titles (Management) Act 2011, a minimum of two members must be present for the meeting to proceed. If the required two members are not present, the meeting will be adjourned at a cost to the Owners Corporation of \$220.00.

Financial Members

All levies must be paid before the commencement of the meeting. Only financial members are entitled to vote.

Proxy Form

In the associated paperwork you will find proxy and absentee voting forms for use in the event that you are unable to attend. We encourage you to complete one section and return it to our office prior to the meeting. As per Schedule 3, Section 3.23 of the Unit Titles (Management) Act 2011, a person, other than the Chairperson, must not exercise more than the following number of proxy votes a) if more than 20 units - a number that is not more than 5% of the total number of units; b) in any other case - 1. Any excess proxies must be exercised by the Chairperson.

Motions and Voting

The items to be considered and voted on are tabled as motions within the Agenda. In accordance with Section 3.6 and 3.7 of the Unit Titles (Management) Act 2011, no additional unopposed or unanimous motions can be raised from the floor for consideration at the meeting. Only procedural motions can be undertaken which do not change the intent of the motion for example budgetary items. Owners have the ability to pre-vote online on the motions in the agenda via Strata Vote. These pre-votes are counted as absentee if the person does not attend the meeting and are not counted towards the quorum. If an owner pre-votes and does attend the meeting, they are counted as present and towards the quorum. They can change their votes at the meeting.

General Business

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

Items not raised following this requirement can not be discussed and actioned at the meeting.

Insurance disclaimer

Independent Strata Management (ISM) is an authorised representative for CHU Underwriting Agencies Pty Limited (CHU), QBE Insurance (Australia) Limited, QBE Workers Compensation (NSW) Limited, Strata Community Insurance (SCI), BAC Brokers, Body Corporate Brokers (BCB) and CRM Brokers. ISM is qualified to give general advice and information about insurance - not personal advice. If the Owners Corporation requires specialist insurance advice, ISM can refer to the Owners Corporation to an insurance adviser. If ISM recommends that your building insurance should be placed with the insurers, the Owners Corporation acknowledges and agrees that the recommendation is general advice - not personal advice.

The Owners Corporation should read the product disclosure statement before deciding to purchase the insurance. Under its arrangements as an authorised representative, ISM can assist you with any building insurance claim under the Owners Corporation's policy. If the insurance cover held by the Owners Corporation is not renewed through the arrangements with ISM as an authorised representative, then any claim on the policy must be through the broker directly. As an authorised representative, we will receive a 20% commission on the insurance premium on renewal of the insurance. This does not impose a conflict of interest, as the requirements of the unit owners are the priority of ISM as Managing Agents.

Distribution of Agenda

The Strata Manager confirms that this Agenda has been issued following the requirements of the Unit Titles (Management) Act 2011 and issued to those recorded on the roll list at the time of distribution. The Agenda was sent on 1 March 2023.

Privacy Policy

It is recommended that the OC adopt a Privacy Policy. The Policy establishes the circumstances under which personal information can be released. Your personal information is stored in a manner that reasonably protects it from misuse and loss and unauthorised access, modification or disclosure.

Should you have any queries before the meeting, please contact me on the details provided below.

We look forward to seeing you at the meeting.

Regards,

Sheldon Bøger | Strata Manager
Independent Strata Management Ltd Pty
On behalf of Unit Plan 15194
Email: UP15194@independent.com.au
Phone: (02) 6209 1479

NOTICE OF ANNUAL GENERAL MEETING
Unit Plan 15194 - Kel Nagle Gardens
73 Lorroway Street HOLT 2615 ACT

AGENDA ITEMS AND MOTIONS FOR CONSIDERATION OF THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present:	Roll of Members present be recorded.
Chairperson:	Election of a Chairperson be recorded.
Apologies:	Apologies be recorded.
Absentee Votes:	Absentee votes be recorded.
Proxy Votes:	Proxy votes be recorded.
Quorum Status:	Quorum status be recorded.
Representative:	Sheldon Bøger representing Independent Strata Management Pty Ltd.

AGENDA ITEMS AND MOTIONS FOR CONSIDERATION OF THE OWNERS CORPORATION

1. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting held on the 9th of February 2022 be confirmed as a true and accurate record of the proceedings of the meeting.

2. INSURANCE RENEWAL

That the Owners Corporation of UP 15194 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Explanatory notes:

The Owners Corporation holds insurance cover with SUU Strata Unit Underwriting Agency Pty Ltd as per the enclosed Certificate of Currency, noting that the excess is \$1,000.00.

Insurance Excess

Pursuant to Section 100 of the Unit Titles (Management) Act, the responsible entity must insure and keep insured all buildings on the land. Section 100(5)(b) lists the Owners Corporation as the responsible entity. Section 100A advises the responsible entity must lodge the claim and pay any excess in relation to the claim. The owners corporation however, does have the ability to recover expenditure resulting from a member or unit occupier's fault as per Section 31. Please note that we are unable to determine how many claims will be made on the policy, the budgeted amount has therefore been determined by the previous financial year claims.

Contents Insurance

Unit owners are responsible to take out their own contents (including carpet, all furnishings and fittings) and liability cover within their unit. The insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and common property.

3. FINANCIAL STATEMENTS

That the Owners Corporation of UP15194 accept the financial statements as presented.

Explanatory notes: All questions pertaining to the financial statements should be directed to Independent Strata Management's offices PRIOR to the meeting. This is to ensure that your strata manager has adequate time to investigate the query as questions directed at the meeting may be unanswerable.

4. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP15194 adopt the proposed Administrative Fund budget of \$43,000.00.

5. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP15194 adopt the proposed Sinking Fund budget of \$3,580.00, in accordance with the Sinking Fund Forecast.

6. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

That the Owners Corporation of UP15194 agree that the approved budget for the 12-month period starting 1st of February 2023 will be raised in accordance with the unit entitlements on a quarterly basis, being the 1st of April, the 1st of July and the 1st of October 2023, and the 1st of January 2024.

7. ELECTION OF COMMITTEE

That the Owners Corporation of UP15194 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Explanatory notes: Under Section 40 of the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting vote rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

8. GENERAL BUSINESS

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

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

USEFUL LINKS

Independent owner portal: <https://www.my-community.com/>

Unit Titles (Management) act 2011: <http://www.legislation.act.gov.au/a/2011-41/current/pdf/2011-41.pdf>

Unit Titles Act 2011: <http://www.legislation.act.gov.au/a/2001-16/current/pdf/2001-16.pdf>

Kind regards,

Independent Strata Management Pty Limited

Sheldon Boger
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 15194
Email: UP15194@independent.com.au
Phone: 02 6209 1479

Attachments

SM Form - Authorisation of Owner Representative

Proxy Form

Absentee Form

Previous Minutes

Insurance Certificate

Financial Statements

Proposed Budget

UP15194 - Sinking Fund Forecast - 5 May 2022

Multiple Unit Owner: Section 11
Authorisation of Owner Representative

This section applies if a unit is owned by two (2) or more people. Collectively, the unit owners must appoint one (1) owner to be the authorised representative of the unit. The appointed representative will receive all correspondence pertaining to the unit and advise decisions on behalf of all unit owners.

Unit Plan:	Lot #:	Unit #:
Dev Name:	Address:	
Owner Name:		
Email for correspondence:		
Address for correspondence:		
We authorise:	To act as representative for the above unit	
Under section 11 of the Unit Titles (Management) Act 2011 from		Date:
Owner 1:	Signature:	
Owner 2:	Signature:	
Owner 3:	Signature:	
Owner 4:	Signature:	
Dated:		

Company: Section 13
Authorisation of Company Representative

This section applied if a company is the registered lot owner, or part-owner. The company must appoint an officer or employee as the authorised representative of the unit. The appointed representative will receive all correspondence pertaining to the unit and advise of the decisions on behalf of the unit.

Unit Plan:	Lot #:	Unit #:
Dev Name:	Address:	
Position:	Company:	
Email for correspondence:		
Address for correspondence:		
We authorise:	To act as company representative for the above	
Under section 13 of the Unit Titles (Management) Act 2011 from		Date:
Signatory Name		
Signature:		
Signature:		
Position:		
Dated:		

Afix company seal here (if applicable)

(see Schedule 3.7)

APPOINTMENT OF A PROXY

Part A Authorisation for proxy to vote on owner’s behalf

A1 Date _____

I/We _____

the owner/s of unit _____ in Units Plan No _____

appoint _____

of _____

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint _____

of _____

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if _____

already holds the maximum number of proxies that may be accepted.

Note: The person appointed as a proxy must not be the manager or a service contractor.

Note: You may wish to provide instructions to your proxy regarding voting preferences. You may also wish to discuss your preferences with your proxy should a motion be raised from the floor or amended at the meeting.

A2 Period or number of meetings for which appointment of proxy has effect for [*tick or tick and complete whichever applies*].

- 1 meeting
- _____ meetings
- 1 month
- _____ months
- 12 months

A3 I understand that, if the proxy already holds more than the permitted number of proxies, the chairperson will exercise the proxy vote on my/our behalf.

Signature of owner/s

Part B **Notes on appointment of proxies**

- B1** This form must accompany a notice of a general meeting given to a person entitled to vote on any motion.
- B2** A person entitled to vote at a general meeting of an owners corporation must not –
- (a) appoint a proxy for more than 1 year after the day the appointment is made; or
 - (b) appoint a person as a proxy if the person is –
 - (i) the manager; or
 - (ii) a service contractor.
- B3** A person, other than the chairperson, must not exercise more than the following number of proxy votes in a vote on a matter at a general meeting:
- (a) if there are more than 20 units in the units plan – a number that is not more than 5% of the total number of units;
 - (b) in any other case – 1.
- B4** If a person holds more proxy votes than they can exercise, the chairperson must exercise the excess proxy votes.

Part C **Notes on limits on developers to exercise proxy votes**

- C1** A developer of a units plan who is appointed as the proxy under a contract for the sale of a unit in the units plan must not exercise 3 or more proxy votes in a vote on a matter at a general meeting of the owners corporation for the units plan unless –
- (a) each contract for the sale of a unit in the units plan contains a proxy disclosure statement; and
 - (b) the use of each proxy vote is consistent with the statement; and
 - (c) the matter being voted on relates to development rather than the ordinary operation of the owners corporation.
- A *proxy disclosure statement* includes the following:
- (a) if a person is appointed as a proxy – the name of the person;
 - (b) if the proxy is appointed by naming the occupant of a position – the name of the position;
 - (c) the length of time of the appointment;
 - (d) a sufficient description of the development matter for the buyer of a unit to easily identify the matter.
- C2** The developer of the units plan is not entitled to vote, or exercise a proxy vote, on a motion that relates to defective building work unless –
- (a) the members of the owners corporation, other than the developer, pass a special resolution allowing the developer to vote; or
 - (b) the ACT Civil and Administrative Tribunal (ACAT) makes a declaration that the developer may vote on the motion.

independent

PROPERTY GROUP

ABSENTEE VOTE - UNITS PLAN 15194

I owner of unit#..... submit the below absentee votes for the General Meeting of the Owners' Corporation **UP15194** to be held on **Wednesday, 22nd March 2023** or at any adjournment thereof.

MOTION 1	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	MOTION 2	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
MOTION 3	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	MOTION 4	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
MOTION 5	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	MOTION 6	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>
MOTION 7	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Abstain	<input type="checkbox"/>							

Signed _____

Dated _____

Please return the completed form to:

Sheldon Bøger | Strata Manager

Independent Strata Management

GPO Box 1539, Canberra City, ACT, 2601

Or via email to **UP15194@independent.com.au**

Collection Notice – This information is for Independent Strata Management Proprietary Limited's exclusive use to collect information for the General Meeting.

**Minutes of the Annual General Meeting
UP15194 – 73 LORRAWAY STREET, HOLT ACT 2615**

Date: On Wednesday, 9th of February 2022 at 5:00pm

Venue: Online Via Zoom

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE EXECUTIVE COMMITTEE

MEETING FORMALITIES

Members Present: Joshua Robert

Chairperson: Joshua Robert

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

Representative: Ms J Pirie representing Independent Strata Management Pty Ltd.

INAUGURAL MINUTES

Motion CARRIED

That the minutes of the Inaugural Meeting held on 26th of October 2021 were confirmed as a true and accurate record of the proceedings of the meeting.

ALTERNATIVE VOTING MECHANISMS

Motion CARRIED

That the Owners Corporation of UP15194 agreed to except online pre-voting as a valid vote as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011.

INSURANCE RENEWAL

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

OFFICE BEARERS INSURANCE

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to include Office Bearers insurance cover to the policy of a determined amount.

INSURANCE - VALUATION

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to obtain an Insurance Valuation Report to be approved and accepted by the Executive Committee.

SINKING FUND FORECAST REPORT

Motion CARRIED

That the Owners Corporation of UP15194 give consent to obtain a Sinking Fund Forecast Report to be approved and accepted by the Executive Committee.

APPOINTMENT OF SERVICE CONTRACTORS

Motion CARRIED

That the Owners Corporation of UP15194 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

FINANCIAL STATEMENTS

Motion CARRIED

That the Owners Corporation of UP15194 accept the financial statements as presented.

BUDGET DEBATE – ADMINISTRATIVE FUND

Motion CARRIED

That the Owners Corporation of UP15194 adopt the proposed Administrative Fund budget of \$34,093.50.

BUDGET DEBATE – SINKING FUND

Motion CARRIED

That the Owners Corporation of UP15194 adopt the proposed Sinking Fund budget of \$3,247.00, in accordance with the Sinking Fund Forecast.

ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION**Motion CARRIED**

That the Owners Corporation of UP15194 agree that the approved budget for the 12 month period starting 1st of February 2022 will be raised in accordance with the unit entitlements on a quarterly basis, being 1st April, 1st July, 1st October 2022 and 1st January 2023.

INVESTMENT OF FUNDS**Motion CARRIED**

That the Executive Committee of UP15194 be authorised to make determinations concerning investment of surplus funds into appropriated interest-bearing accounts.

ELECTION OF COMMITTEE**Motion CARRIED**

That the Owners Corporation of UP15194 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Secretarial Note:

The Strata Manager will contact all owners for expressions of interest in joining the Executive Committee.

SEAL OF THE OWNERS CORPORATION**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Managing Agent to sign and affix the common seal to documents as directed by the Executive Committee.

RULES AMEDMENTS AND ADDITIONS – Administrative fund**Motion CARRIED**

That the Owners Corporation of UP15194 amend the Default Rules of the Unit Titles (Management) Regulations 2011 for adoption and resignation with all costs for registering be expended from the Administrative Fund.

RULES AMEDMENTS AND ADDITIONS – Erections and Alterations**Motion CARRIED**

That Rule 1.4 of the Default Rules be amended to read as follows:

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 –
 - a. in accordance with the express permission of the Executive Committee; and
 - b. in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
2. Permission may be given subject to conditions stated in the resolution.

AUTHORITY TO ISSUE RULE INFRINGEMENT NOTICES**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Managing Agent to issue rule infringement notices on behalf of the Executive Committee.

HOUSE RULES**Motion CARRIED**

That the Owners Corporation of UP15194 authorise the Executive committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 1.14) at the next General Meeting.

RULES AMEDMENTS AND ADDITIONS – Administrative fund**Motion CARRIED**

That the Owners Corporation of UP15194 amend the Default Rules of the Unit Titles (Management) Regulations 2011 for adoption and resignation with all costs for registering be expended from the Administrative Fund.

The meeting closed at 5:30pm

Kind regards,

Sheldon Bøger | Strata Manager
Independent Strata Management
02 6209 1479
teamcharlie@independent.com.au



CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 08.08.22
Policy No.: 06S8270312
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 27th July 2022
 To 4.00pm 27th July 2023

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

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

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

Insured :	Unit Plan 15194		
Situation :	73 Lorroway Street Holt	ACT	2615
Section 1 :	Building including common contents	\$	6,591,600
	Loss of Rent/Temporary Accommodation(15%)	\$	988,740
	Catastrophe or Emergency (15%)	\$	988,740
	Additional Loss of Rent	\$	Not Insured
	Additional Catastrophe	\$	Not Insured
	Floating Floors	\$	Included
Section 2 :	Glass	\$	Included
Section 3 :	Theft	\$	Included
Section 4 :	Liability	\$	20,000,000
Section 5 :	Fidelity Guarantee	\$	100,000
Section 6 :	Office Bearers Liability	\$	2,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$	2000/200,000
Section 8 :	Government Audit Costs	\$	25,000
Section 9 :	Legal Expenses	\$	50,000
Section 10:	Workplace, Health & Safety Breaches	\$	100,000
Section 11:	Machinery Breakdown	\$	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$	250,000
Section 13:	Workers Compensation		Not Insured
Section 1	\$ 1,000	all other claims + as per policy wording	
Section 1	\$ 2,000	each malicious damage, vandalism & graffiti	
Section 2	\$ 1,000	all other claims	
Section 2	\$ 2,000	each claim for each vacant lot	
Section 3	\$ 1,000	all other claims	
Section 3	\$ 2,000	each claim for each vacant lot	



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

CERTIFICATE OF CURRENCY

Unit Plan 15194
(SUU NSW M2724 0176985/002)

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

ANNUAL FINANCIAL STATEMENTS

For the period 1 February 2022 to 31 January 2023

Prepared For

Kel Nagle Gardens

B Class 15194

73 Lorroway Street
HOLT
Australian Capital Territory 2615

Manager

Sheldon Boger
Independent Strata Management PTY LTD

Printed

23 February 2023

Balance Sheet

General & Sinking Fund

Owners Corporation for Plan No. 15194

As at 31st January 2023

73 Lorroway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Assets

2023

Cash		7,983.09
Contributions in Arrears	Note 7	2,031.21
Contributions not Due	Note 8	4,318.98
Total Assets		\$ 14,333.28

Equity

General Fund		10,902.16
Sinking Fund		3,431.12
Total Equity		\$ 14,333.28

Income and Expenditure Statement

General Fund

Owners Corporation for Plan No. 15194

1 February 2022 to 31 January 2023

73 Lorraway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Income	Actuals	Budget	Variance \$	Variance %
	01/02/22 31/01/23	01/02/22 31/01/23	01/02/22 31/01/23	01/02/22 31/01/23
Contributions - Levy	8,573.36	0.00	8,573.36	100
Contributions - regular payments	25,720.08	34,293.50	(8,573.42)	(25)
Mutual Revenue - penalty interest	37.17	0.00	37.17	100
Total General Fund Income	34,330.61	34,293.50	37.11	0
Expenditure				
Accountant	0.00	200.00	200.00	100
Administration - Professional Reports	637.50	0.00	(637.50)	(100)
Body Corporate Manager - management fees	7,986.67	7,920.00	(66.67)	(1)
Caretaking Services	0.00	5,000.00	5,000.00	100
Common Property	0.00	1,000.00	1,000.00	100
Contributions - water	0.00	3,700.00	3,700.00	100
Electricity	537.57	800.00	262.43	33
Garden/Lawn Maintenance	4,853.15	0.00	(4,853.15)	(100)
Insurance	6,612.00	7,000.00	388.00	6
Insurance Claim	0.00	1,000.00	1,000.00	100
Minor Building Maintenance	0.00	1,823.50	1,823.50	100
Minor Building Maintenance - Contingency	0.00	200.00	200.00	100
Valuer	0.00	650.00	650.00	100
Waste Management Services	7,741.35	5,000.00	(2,741.35)	(55)
Water	6,061.82	0.00	(6,061.82)	(100)
Total General Fund Expenditure	34,430.06	34,293.50	(136.56)	(0)
Surplus / Deficit for period	(99.45)	0		

Summary

Opening Balance as at 1 February 2022	11,001.61
Total Revenue during period	34,330.61
Total Expenditure during period	(34,430.06)
General Fund balance as at 31 January 2023	\$ 10,902.16

Income and Expenditure Statement

Sinking Fund

Owners Corporation for Plan No. 15194

1 February 2022 to 31 January 2023

73 Lorraway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Income	Actuals	Budget	Variance \$	Variance %
	01/02/22 31/01/23	01/02/22 31/01/23	01/02/22 31/01/23	01/02/22 31/01/23
Contributions - Levy	856.72	0.00	856.72	100
Contributions - regular payments	2,570.16	3,427.00	(856.84)	(25)
Mutual Revenue - penalty interest	4.24	0.00	4.24	100
Total Sinking Fund Income	3,431.12	3,427.00	4.12	0

Summary

Opening Balance as at 1 February 2022	0.00
Total Revenue during period	3,431.12
Total Expenditure during period	0.00
Sinking Fund balance as at 31 January 2023	\$ 3,431.12

Notes To Financial Statements

Owners Corporation for Plan No. 15194

73 Lorroway Street HOLT Australian Capital Territory 2615

ABN/ACN 95795106609

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Contributions in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Contributions in Arrears" and "Contributions in Advance" in the Balance Sheet represent the position of all contributions in arrears or advance, as the case may be, as at the balance date. Any items shown as "Contributions not Due" in the Balance Sheet represent contributions which have a due date after the balance date. Any items shown as "Contributions payments unidentified" in the Balance Sheet represent contribution payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Contributions in Arrears - also see note 2

Detail	Amount
Unit: 2 Unit: 2	1207.74
Unit: 12 Unit: 12	3.32
Unit: 15 Unit: 15	393.00
Unit: 19 Unit: 19	394.56
Unit: 23 Unit: 23	32.59
	\$ 2,031.21

Note 8 Contributions not Due - also see note 2

Detail	Amount
Lot: 2 Unit: 2	396.06
Lot: 3 Unit: 3	386.64
Lot: 5 Unit: 5	386.64
Lot: 7 Unit: 7	386.64
Lot: 12 Unit: 12	396.06
Lot: 14 Unit: 14	396.06
Lot: 15 Unit: 15	386.64
Lot: 19 Unit: 19	396.06
Lot: 21 Unit: 21	396.06
Lot: 22 Unit: 22	396.06
Lot: 23 Unit: 23	396.06
	\$ 4,318.98

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Owners Corporation for Plan No. 15194
EXPENDITURE - TRANSACTION LIST
GENERAL FUND
For the period 1 February 2022 to 31 January 2023

EXPENDITURE

Administration - Professional Reports

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
05/05/2022	171334	QIA Group Pty Ltd	Initial Sinking Fund Forecast Report	297.50		297.50
05/05/2022	171335	QIA Group Pty Ltd	Maintenance Plan Report	340.00		340.00
Total for Administration - Professional Reports						637.50

Body Corporate Manager - management fees

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
01/02/2022	MF@794918	Independent Strata Management PTY LTD	Management Fees	660.00	01-02-22 to 28-02-22	660.00
01/03/2022	MF@819910	Independent Strata Management PTY LTD	Management Fees	660.00	01-03-22 to 31-03-22	660.00
03/04/2022	MF@850075	Independent Strata Management PTY LTD	Management Fees	660.00	01-04-22 to 30-04-22	660.00
01/05/2022	MF@876072	Independent Strata Management PTY LTD	Management Fees	660.00	01-05-22 to 31-05-22	660.00
01/06/2022	MF@905120	Independent Strata Management PTY LTD	Management Fees	660.00	01-06-22 to 30-06-22	660.00
03/07/2022	MF@935319	Independent Strata Management PTY LTD	Management Fees	660.00	01-07-22 to 31-07-22	660.00
01/08/2022	MF@963456	Independent Strata Management PTY LTD	Management Fees	660.00	01-08-22 to 31-08-22	660.00
02/09/2022	MF@990813	Independent Strata Management PTY LTD	Management Fees	660.00	01-09-22 to 30-09-22	660.00
03/10/2022	MF@1021330	Independent Strata Management PTY LTD	Management Fees	676.50	01-10-22 to 31-10-22	676.50
01/11/2022	MF@1050898	Independent Strata Management PTY LTD	Management Fees	676.50	01-11-22 to 30-11-22	676.50
01/12/2022	MF@1079236	Independent Strata Management PTY LTD	Management Fees	676.50	01-12-22 to 31-12-22	676.50
20/12/2022	15194MgmtFee Adjust	Independent Strata Management PTY LTD	Management Fee Adjustment	0.50		0.50
03/01/2023	MF@1108403	Independent Strata Management PTY LTD	Management Fees	676.67	01-01-23 to 31-01-23	676.67
Total for Body Corporate Manager - management fees						7,986.67

Electricity

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
03/02/2022	999936650605 02022022	ActewAGL Retail	Electricity (January 2022) Usage 37.203 kwh	25.93		25.93
03/05/2022	999941039005 03052022	ActewAGL Retail	Electricity (April 2022) Usage 41.297kWh	56.20		56.20
02/06/2022	999947677111 02062022	ActewAGL Retail	Electricity (May 2022) Usage 28.478 kwh	37.17		37.17
05/07/2022	999947677111 05072022	ActewAGL Retail	Electricity (June 2022) Usage 45.86 kwh	58.91		58.91
02/08/2022	999947677111 02082022	ActewAGL Retail	Electricity (July 2022) Usage 46.733 kwh	60.65		60.65
02/09/2022	999947677111 02092022	ActewAGL Retail	Electricity (August 2022) Usage 44.254 kwh	60.03		60.03
04/10/2022	999947677111 04102022	ActewAGL Retail	Electricity (September 2022) Usage 43.545 kwh	72.84		72.84

Owners Corporation for Plan No. 15194

EXPENDITURE - TRANSACTION LIST (continued)

GENERAL FUND

For the period 1 February 2022 to 31 January 2023

EXPENDITURE						
Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
02/11/2022	999947677111 02112022	ActewAGL Retail	Electricity (October 2022) Usage 37.23 kWh	56.98		56.98
02/12/2022	999947677111 102122022	ActewAGL Retail	Electricity (November2022) Usage 32.172 kwh	53.89		53.89
02/01/2023	999947677111	ActewAGL Retail	Electricity (December 2022) Usage 30.97 kwh	54.97		54.97
Total for Electricity						537.57

Garden/Lawn Maintenance

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
21/04/2022	00070940	Inside Outside Facility Services	Garden Maintenance April 2022	660.00		660.00
26/04/2022	00071165	Inside Outside Facility Services	Garden Maintenance April 2022	231.00		231.00
01/05/2022	00071596	Inside Outside Facility Services	Garden Maintenance May 2022	423.50		423.50
01/06/2022	00072507	Inside Outside Facility Services	Garden Maintenance June 2022	423.50		423.50
01/07/2022	00073334	Inside Outside Facility Services	Garden Maintenance July 2022	423.50		423.50
01/08/2022	00074153	Inside Outside Facility Services	Garden Maintenance August 2022	423.50		423.50
01/09/2022	00074917	Inside Outside Facility Services	Garden Maintenance September 2022	423.50		423.50
01/10/2022	00075737	Inside Outside Facility Services	Garden Maintenance October 2022	423.50		423.50
01/11/2022	00076645	Inside Outside Facility Services	Garden Maintenance November 2022	423.50		423.50
16/11/2022	00076816	Inside Outside Facility Services	Garden Maintenance - Fertiliser	150.65		150.65
01/12/2022	00077553	Inside Outside Facility Services	Garden Maintenance December 2022	423.50		423.50
01/01/2023	00078297	Inside Outside Facility Services	Garden Maintenance January 2023	423.50		423.50
Total for Garden/Lawn Maintenance						4,853.15

Insurance

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
11/08/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	996.00		996.00
29/08/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
27/09/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
27/10/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
28/11/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
28/12/2022	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
27/01/2023	None	IQumulate Fundin	000091923440 IQumulate Fundin	936.00		936.00
Total for Insurance						6,612.00

Waste Management Services

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
28/02/2022	150057082202	JJ Richards & Sons Pty Ltd	Waste Management February 2022	800.76		800.76
13/04/2022	INV-0927	Renton Group Australia, trading as Internal Maintenance & Disposal (IMD)	Invoice#: 0927 Bulky Waste Removal - Bin Area	317.90		317.90
04/05/2022	150057082204	JJ Richards & Sons Pty Ltd	Waste Management April 2022	800.76		800.76
09/05/2022	150057082203	JJ Richards & Sons Pty Ltd	Waste Management March 2022	1,000.95		1,000.95
31/05/2022	150057082205	JJ Richards & Sons Pty Ltd	Waste Management May 2022	774.36		774.36
30/06/2022	150057082206	JJ Richards & Sons Pty Ltd	Waste Management June 2022	1,132.95		1,132.95
01/08/2022	150057082207	JJ Richards & Sons Pty Ltd	Waste Management July 2022	860.16		860.16

Owners Corporation for Plan No. 15194

EXPENDITURE - TRANSACTION LIST (continued)

GENERAL FUND

For the period 1 February 2022 to 31 January 2023

EXPENDITURE						
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Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
02/09/2022	150057082208	JJ Richards & Sons Pty Ltd	Waste Management August 2022	1,054.75		1,054.75
05/10/2022	150057082209	JJ Richards & Sons Pty Ltd	Waste Management September 2022	998.76		998.76
Total for Waste Management Services						7,741.35

Water

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
02/02/2022	999943839801 22012022	Icon Water Limited	26/10/21 to 20/1/22 Usage 592kL	1,468.16		1,468.16
10/08/2022	999943839801 10082022	Icon Water Limited	20/1/22 to 20/4/22 623 kl used	1,545.04		1,545.04
10/08/2022	999943839801 10082022	Icon Water Limited	20/4/22 to 20/7/22 630 kl used	1,534.70		1,534.70
26/10/2022	999943839801 26102022	Icon Water Limited	20/7/22 to 25/10/22 664 KI used.	1,513.92		1,513.92
Total for Water						6,061.82

Total General Fund Expenditure

34,430.06

Proposed Annual Budget

General Fund

Owners Corporation for Plan No. 15194

1 February 2023 to 31 January 2024

73 Lorraway Street HOLT Australian Capital Territory 2615

Expenditure	Actuals 02/22 - 01/23	Budget 02/22 - 01/23	Budget 02/23 - 01/24	Var %
Accountant	-	200.00	200.00	0
Administration - Professional Reports	637.50	-	300.00	100
Body Corporate Manager - management fees	7,986.67	7,920.00	8,320.00	5
Caretaking Services	-	5,000.00	2,000.00	(60)
Common Property	-	1,000.00	1,000.00	0
Contributions - water	-	3,700.00	-	(100)
Electricity	537.57	800.00	600.00	(25)
Garden/Lawn Maintenance	4,853.15	-	5,100.00	100
Insurance	6,612.00	7,000.00	8,300.00	19
Insurance Claim	-	1,000.00	1,000.00	0
Minor Building Maintenance	-	1,823.50	1,500.00	(18)
Minor Building Maintenance - Contingency	-	200.00	-	(100)
Valuer	-	650.00	-	(100)
Waste Management Services	7,741.35	5,000.00	8,000.00	60
Water	6,061.82	-	6,700.00	100
Total General Fund Expenditure	34,430.06	34,293.50	43,020.00	25

General Fund Summary		Budget 02/23 - 01/24
Opening balance (Surplus)	10,902.16	
Expenditure during budget period	43,020.00	
	32,117.84	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	10,902.16	
<i>Plus</i> Allowance for GST on contributions	0.00	Per Ent
Budgeted contributions to be raised \$	43,020.00	43.0200
Last years budgeted contributions raised	34,293.50	34.2935
Variance %	25.45	
Total Lot Liability	1000	
*May include insurance contributions		

Proposed Annual Budget

Sinking Fund

Owners Corporation for Plan No. 15194

1 February 2023 to 31 January 2024

73 Lorraway Street HOLT Australian Capital Territory 2615

Expenditure	Actuals 02/22 - 01/23	Budget 02/22 - 01/23	Budget 02/23 - 01/24	Var %
Common Property - capital replacement - general	-	-	793.00	100
Total Sinking Fund Expenditure	-	-	793.00	100

Sinking Fund Summary	Budget 02/23 - 01/24	Per Ent
Opening balance (Surplus)	3,431.12	
Expenditure during budget period	793.00	
	(2,638.12)	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	6,218.12	
Budgeted contributions to be raised \$	3,580.00	3.5800
Last years budgeted contributions raised	3,427.00	3.4270
Variance %	4.46	
Total Lot Liability	1000	

Owners Corporation for Plan No. 15194

73 Lorroway Street HOLT Australian Capital Territory 2615

Proposed Contribution Period Start 01/04/2023
 Contribution Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST NO

TOTAL CONTRIBUTIONS	<u>Per Period</u>	<u>Per Year</u>
General Fund	10,755.00	43,020.00
Sink Fund	895.00	3,580.00
Total Contribution	11,650.00	46,600.00

TOTAL LIABILITIES	<u>Per Period</u>	<u>Per Year</u>
General Fund	10.7550	43.0200
Sink Fund	0.8950	3.5800
Total Per Lot Liability	11.6500	46.6000

Yearly Contribution (Estimates Only)					
Unit No.		Lot Liability	General Fund	Sinking Fund	Total
1		42	1,806.84	150.36	1,957.20
2		42	1,806.84	150.36	1,957.20
3		41	1,763.82	146.78	1,910.60
4		42	1,806.84	150.36	1,957.20
5		41	1,763.82	146.78	1,910.60
6		42	1,806.84	150.36	1,957.20
7		41	1,763.82	146.78	1,910.60
8		42	1,806.84	150.36	1,957.20
9		41	1,763.82	146.78	1,910.60
10		42	1,806.84	150.36	1,957.20
11		41	1,763.82	146.78	1,910.60
12		42	1,806.84	150.36	1,957.20
13		41	1,763.82	146.78	1,910.60
14		42	1,806.84	150.36	1,957.20
15		41	1,763.82	146.78	1,910.60
16		42	1,806.84	150.36	1,957.20
17		41	1,763.82	146.78	1,910.60
18		42	1,806.84	150.36	1,957.20
19		42	1,806.84	150.36	1,957.20
20		42	1,806.84	150.36	1,957.20
21		42	1,806.84	150.36	1,957.20
22		42	1,806.84	150.36	1,957.20
23		42	1,806.84	150.36	1,957.20
24		42	1,806.84	150.36	1,957.20
		1000	43,020.00	3,580.00	46,600.00

Sinking Fund Plan

73 Lorroway Street
73 Lorroway Street, Holt, ACT 2615
Scheme Number: 15194



COMPILED BY SIMON VINCENT

**On 5 May 2022 for the
15 Years Commencing: 1 February 2021
QIA Job Reference Number: 171334**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

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INTRODUCTION

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

LOCATION

73 Lorroway Street , Holt, ACT 2615

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$3.25
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$3.41

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

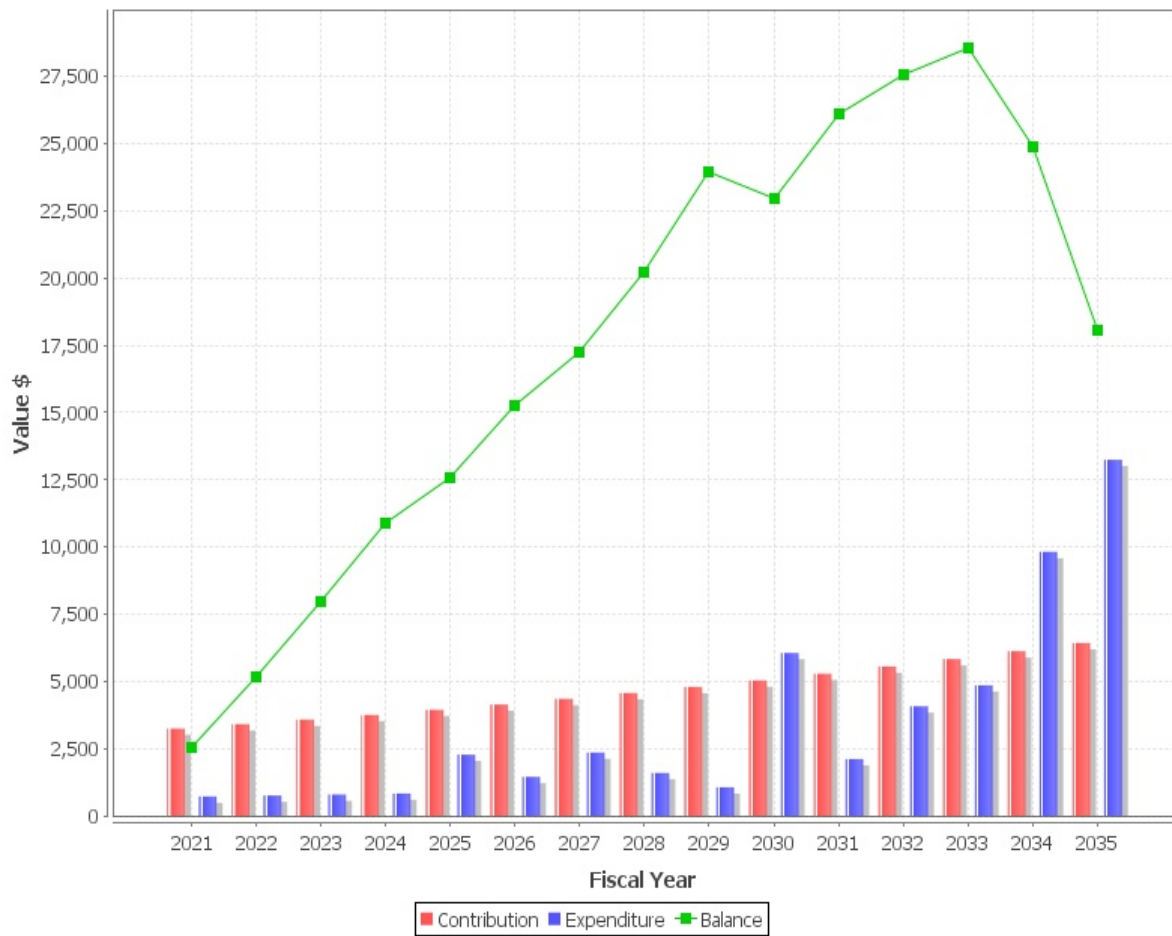
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/02/2021	\$0	\$3,247	\$3.25	\$720	\$2,527
2	01/02/2022	\$2,527	\$3,409	\$3.41	\$756	\$5,181
3	01/02/2023	\$5,181	\$3,580	\$3.58	\$793	\$7,968
4	01/02/2024	\$7,968	\$3,759	\$3.76	\$833	\$10,894
5	01/02/2025	\$10,894	\$3,947	\$3.95	\$2,279	\$12,562
6	01/02/2026	\$12,562	\$4,144	\$4.14	\$1,449	\$15,257
7	01/02/2027	\$15,257	\$4,351	\$4.35	\$2,357	\$17,251
8	01/02/2028	\$17,251	\$4,569	\$4.57	\$1,598	\$20,222
9	01/02/2029	\$20,222	\$4,797	\$4.80	\$1,063	\$23,956
10	01/02/2030	\$23,956	\$5,037	\$5.04	\$6,062	\$22,932
11	01/02/2031	\$22,932	\$5,289	\$5.29	\$2,113	\$26,108
12	01/02/2032	\$26,108	\$5,553	\$5.55	\$4,075	\$27,586
13	01/02/2033	\$27,586	\$5,831	\$5.83	\$4,858	\$28,560
14	01/02/2034	\$28,560	\$6,123	\$6.12	\$9,818	\$24,864
15	01/02/2035	\$24,864	\$6,429	\$6.43	\$13,243	\$18,050

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2021	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	\$720
<u>Total Forecast Expenditure for year - February 2021 (Inc GST):</u>	<u>\$720</u>
Includes GST amount of :	\$65
February 2022	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	\$756
<u>Total Forecast Expenditure for year - February 2022 (Inc GST):</u>	<u>\$756</u>
Includes GST amount of :	\$69
February 2023	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	\$793
<u>Total Forecast Expenditure for year - February 2023 (Inc GST):</u>	<u>\$793</u>
Includes GST amount of :	\$72
February 2024	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	\$833
<u>Total Forecast Expenditure for year - February 2024 (Inc GST):</u>	<u>\$833</u>
Includes GST amount of :	\$76

February 2025		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$875
FIRE PROTECTION SYSTEMS		
- Provision to replace hydrant valve assemblies & seals		\$1,404
<u>Total Forecast Expenditure for year - February 2025 (Inc GST):</u>		<u>\$2,279</u>
Includes GST amount of :		\$207
February 2026		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$918
FURNITURE & FITTINGS		
- Ongoing partial replacement of street lighting/lenses		\$531
<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>		<u>\$1,449</u>
Includes GST amount of :		\$132
February 2027		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$964
DRIVEWAY		
- Repaint line marking		\$1,393
<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>		<u>\$2,357</u>
Includes GST amount of :		\$214

February 2028		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,013
FURNITURE & FITTINGS		
- Ongoing partial replacement of street lighting/lenses		\$585
<u>Total Forecast Expenditure for year - February 2028 (Inc GST):</u>		<u>\$1,598</u>
Includes GST amount of :		\$145
February 2029		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,063
<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>		<u>\$1,063</u>
Includes GST amount of :		\$97
February 2030		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,116
DRIVEWAY		
- Repaint bollards		\$358
EXTERNAL WORKS INCL GARBAGE ENCLOSURE		
- Repaint door face		\$358
- Repaint ceiling		\$1,792
FURNITURE & FITTINGS		
- Ongoing partial replacement of street lighting/lenses		\$645
FIRE PROTECTION SYSTEMS		
- Provision to replace hydrant valve assemblies & seals		\$1,792

<u>Total Forecast Expenditure for year - February 2030 (Inc GST):</u>	<u>\$6,062</u>
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Includes GST amount of :	\$551
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February 2031	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,172
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain metal roof fixings/flashings	\$941
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<u>Total Forecast Expenditure for year - February 2031 (Inc GST):</u>	<u>\$2,113</u>
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Includes GST amount of :	\$192
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February 2032	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,231
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain common pipework	\$2,133
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FURNITURE & FITTINGS

- Ongoing partial replacement of street lighting/lenses	\$711
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<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>	<u>\$4,075</u>
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Includes GST amount of :	\$370
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February 2033	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,292
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FENCING

- Provision to replace timber fencing in 23 years (partial accrual)	\$1,232
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 28 years (partial accrual)	\$2,333
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<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>	<u>\$4,858</u>
---	----------------

Includes GST amount of :	\$442
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February 2034	Expense
	Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$1,357
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DRIVEWAY

- Maintain driveway 1% of total	\$5,717
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- Repaint line marking	\$1,960
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FURNITURE & FITTINGS

- Ongoing partial replacement of street lighting/lenses	\$784
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<u>Total Forecast Expenditure for year - February 2034 (Inc GST):</u>	<u>\$9,818</u>
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Includes GST amount of :	\$893
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February 2035	Expense
	Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$1,425
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain metal roof fixings/flashings	\$1,143
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- Replace bin lifter	\$1,143
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FENCING

- Provision to replace retaining wall in 25 years (partial accrual)	\$7,245
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FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals \$2,287

Total Forecast Expenditure for year - February 2035 (Inc
GST): \$13,243

Includes GST amount of : \$1,204

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
MISCELLANEOUS																		
- Capital Replacement - General	\$623	2021	0	720	756	793	833	875	918	964	1013	1063	1116	1172	1231	1292	1357	1425
DRIVEWAY																		
- Maintain driveway 1% of total	\$2,625	2034	4														5717	
- Repaint bollards	\$200	2030	10										358					
- Repaint line marking	\$900	2027	7							1393							1960	
EXTERNAL WORKS INCL GARBAGE ENCLOSURE																		
- Maintain common pipework	\$1,080	2032	5												2133			
- Repaint door face	\$200	2030	10										358					
- Maintain metal roof fixings/flashings	\$500	2031	4											941				1143
- Repaint ceiling	\$1,000	2030	10										1792					
- Replace bin lifter	\$500	2035	15															1143
FENCING																		
- Provision to replace timber fencing in 23 years (partial accrual)	\$594	2033	5													1232		
- Provision to replace retaining wall in 25 years (partial accrual)	\$3,168	2035	5															7245
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 28 years (partial accrual)	\$1,125	2033	5													2333		
- Ongoing partial replacement of street lighting/lenses	\$360	2026	2						531		585		645		711		784	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2025	5					1404					1792					2287
Total				720	756	793	833	2279	1449	2357	1598	1063	6062	2113	4075	4858	9818	13243
Includes GST amount of				65	69	72	76	207	132	214	145	97	551	192	370	442	893	1204

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
MISCELLANEOUS																		
- Capital Replacement - General	\$623	2021	0	720	756	793	833	875	918	964	1013	1063	1116	1172	1231	1292	1357	1425
DRIVEWAY																		
- Maintain driveway 1% of total	\$2,625	2034	4	292	598	920	1257	1612	1984	2375	2786	3216	3669	4144	4643	5167	5717	1612
- Repaint bollards	\$200	2030	10	28	58	90	123	157	194	232	272	314	358	46	95	146	200	256
- Repaint line marking	\$900	2027	7	171	351	539	737	945	1164	1393	241	493	759	1038	1330	1637	1960	339
EXTERNAL WORKS INCL GARBAGE ENCLOSURE																		
- Maintain common pipework	\$1,080	2032	5	134	275	422	578	740	912	1091	1280	1478	1686	1904	2133	493	1010	1553
- Repaint door face	\$200	2030	10	28	58	90	123	157	194	232	272	314	358	46	95	146	200	256
- Replace external door/frame	\$350	2040	20	31	63	97	133	171	210	251	295	340	388	439	491	547	605	666
- Replace individual garage door in 30 years	\$1,100	2050	30	79	161	248	339	435	535	641	752	868	990	1118	1253	1394	1542	1698
- Maintain metal roof fixings/flashings	\$500	2031	4	66	136	209	285	366	451	539	632	730	833	941	265	544	836	1143
- Replace guttering/downpipe in 30 years	\$2,500	2050	30	179	367	564	771	988	1217	1456	1708	1973	2250	2541	2847	3169	3506	3860
- Repaint ceiling	\$1,000	2030	10	142	292	449	614	787	969	1160	1360	1571	1792	232	476	731	1000	1282
- Replace bin lifter	\$500	2035	15	53	109	167	228	293	360	431	506	584	666	753	843	938	1038	1143
FENCING																		
- Replace colorbond fencing in 35 years	\$1,400	2055	35	94	193	296	405	520	640	766	898	1037	1183	1336	1497	1666	1843	2029
- Replace powder coated baluster fencing in 25 years	\$1,000	2045	25	78	160	246	336	431	531	635	745	860	981	1109	1242	1382	1529	1684
- Provision to replace timber fencing in 23 years (partial accrual)	\$594	2033	5	70	143	219	300	384	473	566	664	767	875	988	1107	1232	284	583
- Provision to replace retaining wall in 25 years (partial accrual)	\$3,168	2035	5	336	688	1058	1447	1855	2284	2734	3206	3702	4223	4770	5344	5947	6580	7245

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 28 years (partial accrual)	\$1,125	2033	5	132	270	415	568	728	896	1072	1258	1452	1657	1871	2096	2333	539	1104
- Ongoing partial replacement of street lighting/lenses	\$360	2026	2	78	160	246	336	431	531	285	585	315	645	347	711	382	784	
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2025	5	254	521	801	1095	1404	324	665	1022	1398	1792	414	848	1305	1784	2287
TOTAL ACCRUALS				2245	4603	7076	9675	11000	13338	15131	17897	21412	20160	23096	24472	25594	22496	16922

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

REPORT INFORMATION

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

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

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

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

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

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

AREAS NOT INSPECTED

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





CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 08.08.22
 Policy No.: 06S8270312
 Type of Insurance: Residential Strata Insurance
 Period Of Insurance: : From 4.00pm 27th July 2022
 To 4.00pm 27th July 2023

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

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

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

Insured :	Unit Plan 15194	
Situation :	73 Lorroway Street Holt ACT 2615	
Section 1 :	Building including common contents	\$ 6,591,600
	Loss of Rent/Temporary Accommodation(15%)	\$ 988,740
	Catastrophe or Emergency (15%)	\$ 988,740
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 2,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Section 1	\$ 1,000	all other claims + as per policy wording
Section 1	\$ 2,000	each malicious damage, vandalism & graffiti
Section 2	\$ 1,000	all other claims
Section 2	\$ 2,000	each claim for each vacant lot
Section 3	\$ 1,000	all other claims
Section 3	\$ 2,000	each claim for each vacant lot



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

CERTIFICATE OF CURRENCY

Unit Plan 15194

(SUU NSW M2724 0176985/002)

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

STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN No.: 15194 - Lorroway Stage 2 ["Owners Corporation"]	ABN No.: TBA
Address: 73 Lorroway Street, HOLT ACT 2615	

NAME OF AGENT: Independent Strata Management Pty Ltd ["Agent"] Address: 91 Northbourne Avenue, Turner ACT 2612 Telephone: 6209 1515 Email: strataenquiry@independent.com.au	ACN No.: 143 715 986
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PARTICULARS:

Commencement Date	October 2021
Term	2 years from the Commencement Date
Management Fee	\$7920 per annum (incl. GST) – Year 1 \$8120 per annum (incl. GST) – Year 2 and any Holding Over Period
Agreed Services	Services set out in Schedule A to this Agreement.
Additional Services	Services set out in Schedule B to this Agreement.
Additional Services Fees	Fees as set out in Schedule C to this Agreement
Units Plan	means Units Plan 15194
Payment Method	Monthly
Fee Review Method	2.5% per annum for Year 2 2.5% per annum for Year 3
Limit of Expenditure	\$500.00



EXECUTED BY:

OWNERS CORPORATION -

The common seal of the Owners Corporation was affixed on _____
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:

Signature: <u><i>D. O'Keefe</i></u> Name: <u>David O'Keefe</u> Position: <u>Managing Director</u>	Signature: _____ Name: _____ Position: _____
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AGENT -

Signed on behalf of independent by:

Signature: *Tamee Lamb*
 Name: Tamee Lamb
 Position: New Business Manager

In the presence of (witnessed by):

Signature: *Ashton Black*
 Name: ASHTON BLACK

SERVICE -

The Owners Corporation acknowledges receipt of a copy of this Agreement within 48 hours of execution by the Owner's Corporation.

Signature: _____ Print Name: _____

1 DEFINITIONS

In this Agreement:

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

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST has the meaning given to it in the GST Act.

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

Non-Standard Work means any work which is not Standard Work.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair;
- d) annual inspection, notifications and maintenance required for essential fire safety equipment;
- e) pest management treatments (excluding fumigation);
- f) lift, travelator or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation provided however:
 - i) if any of these works require a principal contractor (as defined under the WHS Act and WHS Regulation to be appointed then the works will be considered to be Non-Standard Work; and
 - ii) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011 (ACT)*.

WHS Regulation means the *Work Health & Safety Regulation 2001 (ACT)*.

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003 (ACT)* and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

- a) This Agreement will operate for the duration of the Term unless by agreement of both parties or until terminated in accordance with either Clause 9 or Clause 10.
- b) After expiry of the Term, this Agreement will continue on a month to month basis, for a maximum period of 12 months or until:
 - i) a new agreement has been executed; or
 - ii) this Agreement has been terminated by mutual agreement with either party giving 28 days written notice to the other party.
 - iii) an administration fee will apply as noted in schedule c.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;

- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested);
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method via direct debit in advance.
- b) The Additional Services Fee is payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- c) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Term, by giving notice in writing not less than 3 months' prior to the end of the Term to the Agent that it does not wish the Agreement to continue;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:
 - i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to Clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 28 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Units Plan pursuant to section 160 of the Act;

11 DISCLOSURE

The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan;

- iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
- iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation.

15 GST

- a) Words or expressions used in this Clause 15, or elsewhere in this Agreement, that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 ENTIRE AGREEMENT

- a) This Agreement constitutes the entire agreement between the Owners Corporation and the Agent relating to strata management.

Earlier Agreements Superseded

- b) This Agreement supersedes all previous agreements about its subject matter and, along with the other agreements referred to in this Agreement, embodies the entire agreement between the Parties.

No Collateral Agreements

- c) The Parties have not entered into and are not bound by any collateral or other Agreement apart from this Agreement.

Warranties Imposed in Agreement or By Statute Binding

- d) The Parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation unless:
 - (a) Such warranty, representation, agreement or term is contained in the express terms of this Agreement; or
 - (b) It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the Parties' agreement.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services. The Agent will charge separately for disbursements incurred in carrying out the Agreed Services. Any charges noted in Schedule B & C will only apply if in excess of those noted in Schedule A.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement;
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003 (ACT)*; and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each Executive Committee Meeting;
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report;
 - financial statements and levy status report as and when reasonably required for general meetings;
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, then the following are Agreed Services:
 - Assisting the Owners Corporation in arranging insurance as required under the Management Act, including arranging, on instructions, valuations for new policies or renewals as required and obtaining quotes as requested.
 - On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 15 minutes or is in excess of \$5,000.00, the claim is not routine and will be an Additional Service.
- If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.
- If the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier, all insurance related services will be Additional Services.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up to date correspondence file.
- Recording and retaining notices received by the Owners Corporation under section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the Executive Committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of Annual General Meetings.
- Attending Annual General Meetings held at the Agent's premises (or other venues by agreement), including afterhours attendance except where the Units Plan consists of 15 or fewer units in which case all meetings will be held during office hours.
- Attending 4 ('Agreed Number') Executive Committee Meetings per year. Where the Units Plan consists of 15 or fewer units, all Executive Committee Meetings will be held at the Agent's premises during office hours. For larger Owners Corporations, after hours meetings can be arranged by agreement.
- Preparing and distributing minutes of Annual General Meetings.
- Arranging venue for meetings where necessary.
- Are to commence no earlier than 8.00 am and conclude no later than 8.00 pm Monday to Thursday and conclude no later than 12pm on Friday, unless arrangements have been agreed to prior to the commencement of the meeting. Meetings held outside of these hours may incur an additional charge.

RULES

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

REPAIRS & MAINTENANCE

- Arranging building inspections and reports.
- Arranging for appropriately qualified contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair, but does not extend to an obligation to perform inspections of the Common Property.

AFTER HOURS CONTACT

- Between the hours of 7.00 am and 10.00 pm weekdays and 8.00 am to 10.00 pm on weekends on 0419 626 355.

SCHEDULE B – ADDITIONAL SERVICES

Charges noted in Schedule B & C will only apply if in excess of those noted in Schedule A & will be negotiated by Managing Agent and Owners Corporation.

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of Executive Committee Meetings in excess of the Agreed Number of meetings.
- Attending Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings.
- Preparing and distributing minutes of Executive Committee Meetings.
- Hourly charges will apply for offsite meetings scheduled to begin at 5.30pm or later or that run past 5.30pm.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional or extraordinary general meetings.
- Attending additional or extraordinary general meetings.
- Preparing and distributing minutes of additional or extraordinary general meetings.

ROOM HIRE CHARGES

- Charges commence for any meeting scheduled to begin at 5.30pm or later or that run past 6.00pm, for in house or offsite hire.
- Charges continue for each subsequent hour (or part thereof in 15-minute intervals).

OFF-SITE AFTER-HOURS MEETING CHARGES

- Charges will apply for any offsite after-hours meeting scheduled to begin at 5.30pm or later or that run past 5.30pm, whether offsite hire. Do not relate to non-structured onsite meeting such as walk arounds.
- Charges continue for each subsequent hour (or part thereof in 15-minute intervals).

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (for quotes, liaising with contractors or executing contracts) for appropriately qualified contractors to undertake non-routine repairs/maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims.
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Any insurance related services where the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier.
- Any insurance related services where the insurance the Owner's Corporation has taken out is through a Disclosed Supplier however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- Additional financial reports or reports prepared to specific requirements, including providing monthly accounts paid summary;
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.
- Issuing levy notices for non-standard levies.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all levies which have been outstanding for more than 60 days.
- Appointing solicitors to represent the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES
Additional Service Rates – Professional & Administration Fees*

No.	Item	Charge/unit (GST Excl.)	Unit
1.	Prepare & distribute notices of Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
2.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) during office hours in office or on site	\$125.00 \$75.00	First Hour Each subsequent hour
3.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) outside office hours in office or on site	\$250.00 \$150.00	First Hour Each subsequent hour
4.	Prepare & distribute Executive Committee Meeting minutes to all owners for meetings in excess of the Agreed Number of Executive Committee Meetings	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
5.	Prepare & distribute notice of general meeting (other than the Annual General Meeting)	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
6.	Attend General Meetings during office hours (other than the Annual General Meeting) in office or on site	\$125.00 \$75.00	First Hour Each subsequent hour
7.	Attend General Meetings outside office hours (other than the Annual General Meeting) in office or on site	\$250.00 \$150.00	First hour Each subsequent hour
8.	Attend Annual General Meeting, outside of office hours for meetings fewer than 15	\$200.00 \$100.00	First hour Each subsequent hour
9.	Attend Annual / General or Committee Meeting, that run past 8:00pm	\$200.00 \$100.00	First hour Each subsequent hour
10.	Prepare & distribute minutes of General Meeting (other than the Annual General Meeting)	\$50.00	Flat Rate
11.	Attending site or meeting with Executive Committee or contractors during office hours	\$100.00	Per hour (Plus travel time)
12.	Attending site or meeting with Executive Committee or contractors outside office hours (weekdays only)	\$150.00	Per hour (Plus travel time)
13.	Prepare & lodge non-routine insurance claims in excess of \$5,000.00 or in excess of 15 minutes to prepare (outside of disclosed suppliers)	\$100.00	Per hour charged in 15 min intervals
14.	Administering insurance claims & other activities involved in minimisation of loss, liaison with loss adjustors & other related activities (outside of disclosed suppliers)	\$100.00	Per hour charged in 15 min intervals
15.	Additional financial reports or reports prepared to specific requirements excluding to the committee	\$100.00	Per hour charged in 15 min intervals
16.	Assist auditor in providing accounts & records for audit	\$150.00	Per hour charged in 15 min intervals
17.	Issue levy notice – non-standard i.e.: special levy notice	\$100.00 \$200.00	Flat rate up to 100 units Flat rate over 100 units
18.	Provide information to solicitors in relation to applications for mediation, adjudication &/or tribunal orders	\$100.00	Per hour charged in 15 min intervals
19.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$200.00	Per hour charged in 15 min intervals
20.	Assist the Executive Committee in drafting Rules, amendments to Rules, & Rules reviews when not utilising standard template	\$100.00	Per hour charged in 15 min intervals
21.	Issue non-standard communication to all units i.e. parking, rubbish, house rules etc. excluding posts on My Community Wall	\$50.00 \$100.00	Flat rate up to 100 units Flat rate over 100 units
22.	Renewal of lease or change in units of entitlement	\$200.00	Per unit. A minimum change of \$2750.00 (+ costs)
23.	Change to lease purpose clause	\$200.00	Per hour charged in 15 min intervals
24.	Adjourned/other meeting charge	\$200.00	Flat rate
25.	Attending property weekends or public holidays for afterhours emergency callouts	\$300.00	Per hour or part thereof (plus travel time)
26.	Lodgement of taxation return	\$50.00	Per return, at time of lodgement.
27.	Lodgement of quarterly BAS	\$20.00	Per statement, at time of lodgement.
28.	Section 119 certificates and requisitions	\$272.00 \$137.00 \$104.00 \$50.00	At cost (paid by the applicant) Update only Book search only Urgent update/24hr turnaround

29.	Levy arrears notices (to be recharged to defaulting owner):	\$50.00 \$50.00	2 nd Reminder Letter Final Notice
30.	Assistance to Debt Recovery Process when not engaging standard supplier	\$100.00	Per hour charged in 15 min intervals
31.	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$100.00 \$150.00	Per letter – 1 st Infringement Per letter – Any Subsequent Notices
32.	Assistance with management of building defects	\$150.00	Per hour charged in 15 min intervals
33.	Major project coordination (e.g. carpet replacement, internal/external painting, fence replacement)	\$200.00	Per hour charged in 15 min intervals
34.	Assistance in project coordination, not involving common property (e.g. fence replacement between units or neighbouring complex)	\$250.00	Per hour charged in 15 min intervals
35.	Administration fee for termination (collating information)	\$150.00	Per hour charged in 15 min intervals
36.	Administration fee for closing Term Deposits after transfer of Management (holding over for maturity)	\$110.00	Single or multiple investments
37.	Storage of books and records past 7 years		At a agreed commercial price
38.	Audit of information other than financial. i.e. swipes, remotes, keys, pets, property details, vehicles etc.	\$100.00	Per hour
39.	Preparation of maintenance plan	\$150.00	Per hour
40.	Attendance to site for the sole purpose of distribution of correspondence (not urgent), i.e. letterbox drops or notices on vehicles	\$50	Flat rate

*These fees have been negotiated between the parties to agreement

SCHEDULE D – DISCLOSURE SCHEDULE

Name of supplier	Amount/percentage of rebate, discount, or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	20%	Of the base commission
Strata Community Insurance	20%	Of the base commission
BAC Brokers	20%	Of the base commission
Body Corporate Brokers	20%	Of the base commission
CRM Brokers	20%	Of the base commission

Please note the following in relation to CHU:

“The Agent is an Authorised Representative of CHU Underwriting Agencies Pty Ltd for the purpose of providing insurance advice and arranging insurance through CHU in respect of CHU products. CHU acts as agent of the insurer, QBE Insurance (Australia) Limited. The Agent represents and act on behalf of CHU when advising on and arranging mandatory insurance for the Owners Corporation in accordance with Part 9 of the Strata Schemes Management Act 2015 (NSW). The Agent will only make a general recommendation about a CHU product or give an opinion about the insurance policy (General Advice). The Agent will do this without considering the Owners Corporation’s specific individual objectives, financial situation or needs. If the Agent offers to arrange insurance, he/she will provide the Owners Corporation with a Product Disclosure Statement (PDS) for a particular insurance policy. The Owners Corporation should carefully read the PDS to decide if a particular policy features suits its specific individual objectives, financial situation and needs before making a decision to purchase the policy”.

Sinking Fund Plan

73 Lorroway Street
73 Lorroway Street, Holt, ACT 2615
Scheme Number: 15194



COMPILED BY SIMON VINCENT

**On 5 May 2022 for the
15 Years Commencing: 1 February 2021
QIA Job Reference Number: 171334**

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

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QIA Group Pty Ltd
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INTRODUCTION

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

LOCATION

73 Lorroway Street , Holt, ACT 2615

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$3.25
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$3.41

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/02/2021	\$0	\$3,247	\$3.25	\$720	\$2,527
2	01/02/2022	\$2,527	\$3,409	\$3.41	\$756	\$5,181
3	01/02/2023	\$5,181	\$3,580	\$3.58	\$793	\$7,968
4	01/02/2024	\$7,968	\$3,759	\$3.76	\$833	\$10,894
5	01/02/2025	\$10,894	\$3,947	\$3.95	\$2,279	\$12,562
6	01/02/2026	\$12,562	\$4,144	\$4.14	\$1,449	\$15,257
7	01/02/2027	\$15,257	\$4,351	\$4.35	\$2,357	\$17,251
8	01/02/2028	\$17,251	\$4,569	\$4.57	\$1,598	\$20,222
9	01/02/2029	\$20,222	\$4,797	\$4.80	\$1,063	\$23,956
10	01/02/2030	\$23,956	\$5,037	\$5.04	\$6,062	\$22,932
11	01/02/2031	\$22,932	\$5,289	\$5.29	\$2,113	\$26,108
12	01/02/2032	\$26,108	\$5,553	\$5.55	\$4,075	\$27,586
13	01/02/2033	\$27,586	\$5,831	\$5.83	\$4,858	\$28,560
14	01/02/2034	\$28,560	\$6,123	\$6.12	\$9,818	\$24,864
15	01/02/2035	\$24,864	\$6,429	\$6.43	\$13,243	\$18,050

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2021		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$720
<u>Total Forecast Expenditure for year - February 2021 (Inc GST):</u>		<u>\$720</u>
Includes GST amount of :		\$65
February 2022		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$756
<u>Total Forecast Expenditure for year - February 2022 (Inc GST):</u>		<u>\$756</u>
Includes GST amount of :		\$69
February 2023		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$793
<u>Total Forecast Expenditure for year - February 2023 (Inc GST):</u>		<u>\$793</u>
Includes GST amount of :		\$72
February 2024		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$833
<u>Total Forecast Expenditure for year - February 2024 (Inc GST):</u>		<u>\$833</u>
Includes GST amount of :		\$76

February 2025	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$875
---------------------------------	-------

FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals	\$1,404
---	---------

<u>Total Forecast Expenditure for year - February 2025 (Inc GST):</u>	<u>\$2,279</u>
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Includes GST amount of :	\$207
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February 2026	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$918
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FURNITURE & FITTINGS

- Ongoing partial replacement of street lighting/lenses	\$531
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<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>	<u>\$1,449</u>
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Includes GST amount of :	\$132
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February 2027	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$964
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DRIVEWAY

- Repaint line marking	\$1,393
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<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>	<u>\$2,357</u>
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Includes GST amount of :	\$214
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February 2028		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,013
FURNITURE & FITTINGS		
- Ongoing partial replacement of street lighting/lenses		\$585
<u>Total Forecast Expenditure for year - February 2028 (Inc GST):</u>		<u>\$1,598</u>
Includes GST amount of :		\$145
February 2029		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,063
<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>		<u>\$1,063</u>
Includes GST amount of :		\$97
February 2030		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$1,116
DRIVEWAY		
- Repaint bollards		\$358
EXTERNAL WORKS INCL GARBAGE ENCLOSURE		
- Repaint door face		\$358
- Repaint ceiling		\$1,792
FURNITURE & FITTINGS		
- Ongoing partial replacement of street lighting/lenses		\$645
FIRE PROTECTION SYSTEMS		
- Provision to replace hydrant valve assemblies & seals		\$1,792

<u>Total Forecast Expenditure for year - February 2030 (Inc GST):</u>	<u>\$6,062</u>
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Includes GST amount of :	\$551
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February 2031	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,172
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain metal roof fixings/flashings	\$941
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<u>Total Forecast Expenditure for year - February 2031 (Inc GST):</u>	<u>\$2,113</u>
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Includes GST amount of :	\$192
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February 2032	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,231
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain common pipework	\$2,133
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FURNITURE & FITTINGS

- Ongoing partial replacement of street lighting/lenses	\$711
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<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>	<u>\$4,075</u>
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Includes GST amount of :	\$370
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February 2033	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$1,292
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FENCING

- Provision to replace timber fencing in 23 years (partial accrual)	\$1,232
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 28 years (partial accrual)	\$2,333
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<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>	<u>\$4,858</u>
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Includes GST amount of :	\$442
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February 2034	Expense
	Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$1,357
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DRIVEWAY

- Maintain driveway 1% of total	\$5,717
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- Repaint line marking	\$1,960
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FURNITURE & FITTINGS

- Ongoing partial replacement of street lighting/lenses	\$784
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<u>Total Forecast Expenditure for year - February 2034 (Inc GST):</u>	<u>\$9,818</u>
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Includes GST amount of :	\$893
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February 2035	Expense
	Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$1,425
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EXTERNAL WORKS INCL GARBAGE ENCLOSURE

- Maintain metal roof fixings/flashings	\$1,143
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- Replace bin lifter	\$1,143
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FENCING

- Provision to replace retaining wall in 25 years (partial accrual)	\$7,245
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FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals \$2,287

Total Forecast Expenditure for year - February 2035 (Inc
GST): \$13,243

Includes GST amount of : \$1,204

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
MISCELLANEOUS																		
- Capital Replacement - General	\$623	2021	0	720	756	793	833	875	918	964	1013	1063	1116	1172	1231	1292	1357	1425
DRIVEWAY																		
- Maintain driveway 1% of total	\$2,625	2034	4														5717	
- Repaint bollards	\$200	2030	10										358					
- Repaint line marking	\$900	2027	7							1393							1960	
EXTERNAL WORKS INCL GARBAGE ENCLOSURE																		
- Maintain common pipework	\$1,080	2032	5												2133			
- Repaint door face	\$200	2030	10										358					
- Maintain metal roof fixings/flashings	\$500	2031	4											941				1143
- Repaint ceiling	\$1,000	2030	10										1792					
- Replace bin lifter	\$500	2035	15															1143
FENCING																		
- Provision to replace timber fencing in 23 years (partial accrual)	\$594	2033	5													1232		
- Provision to replace retaining wall in 25 years (partial accrual)	\$3,168	2035	5															7245
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 28 years (partial accrual)	\$1,125	2033	5													2333		
- Ongoing partial replacement of street lighting/lenses	\$360	2026	2						531		585		645		711		784	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2025	5					1404					1792					2287
Total				720	756	793	833	2279	1449	2357	1598	1063	6062	2113	4075	4858	9818	13243
Includes GST amount of				65	69	72	76	207	132	214	145	97	551	192	370	442	893	1204

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
MISCELLANEOUS																		
- Capital Replacement - General	\$623	2021	0	720	756	793	833	875	918	964	1013	1063	1116	1172	1231	1292	1357	1425
DRIVEWAY																		
- Maintain driveway 1% of total	\$2,625	2034	4	292	598	920	1257	1612	1984	2375	2786	3216	3669	4144	4643	5167	5717	1612
- Repaint bollards	\$200	2030	10	28	58	90	123	157	194	232	272	314	358	46	95	146	200	256
- Repaint line marking	\$900	2027	7	171	351	539	737	945	1164	1393	241	493	759	1038	1330	1637	1960	339
EXTERNAL WORKS INCL GARBAGE ENCLOSURE																		
- Maintain common pipework	\$1,080	2032	5	134	275	422	578	740	912	1091	1280	1478	1686	1904	2133	493	1010	1553
- Repaint door face	\$200	2030	10	28	58	90	123	157	194	232	272	314	358	46	95	146	200	256
- Replace external door/frame	\$350	2040	20	31	63	97	133	171	210	251	295	340	388	439	491	547	605	666
- Replace individual garage door in 30 years	\$1,100	2050	30	79	161	248	339	435	535	641	752	868	990	1118	1253	1394	1542	1698
- Maintain metal roof fixings/flashings	\$500	2031	4	66	136	209	285	366	451	539	632	730	833	941	265	544	836	1143
- Replace guttering/downpipe in 30 years	\$2,500	2050	30	179	367	564	771	988	1217	1456	1708	1973	2250	2541	2847	3169	3506	3860
- Repaint ceiling	\$1,000	2030	10	142	292	449	614	787	969	1160	1360	1571	1792	232	476	731	1000	1282
- Replace bin lifter	\$500	2035	15	53	109	167	228	293	360	431	506	584	666	753	843	938	1038	1143
FENCING																		
- Replace colorbond fencing in 35 years	\$1,400	2055	35	94	193	296	405	520	640	766	898	1037	1183	1336	1497	1666	1843	2029
- Replace powder coated baluster fencing in 25 years	\$1,000	2045	25	78	160	246	336	431	531	635	745	860	981	1109	1242	1382	1529	1684
- Provision to replace timber fencing in 23 years (partial accrual)	\$594	2033	5	70	143	219	300	384	473	566	664	767	875	988	1107	1232	284	583
- Provision to replace retaining wall in 25 years (partial accrual)	\$3,168	2035	5	336	688	1058	1447	1855	2284	2734	3206	3702	4223	4770	5344	5947	6580	7245

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 28 years (partial accrual)	\$1,125	2033	5	132	270	415	568	728	896	1072	1258	1452	1657	1871	2096	2333	539	1104
- Ongoing partial replacement of street lighting/lenses	\$360	2026	2	78	160	246	336	431	531	285	585	315	645	347	711	382	784	
FIRE PROTECTION SYSTEMS																		
- Provision to replace hydrant valve assemblies & seals	\$1,000	2025	5	254	521	801	1095	1404	324	665	1022	1398	1792	414	848	1305	1784	2287
TOTAL ACCRUALS				2245	4603	7076	9675	11000	13338	15131	17897	21412	20160	23096	24472	25594	22496	16922

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

REPORT INFORMATION

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

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

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

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

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

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

AREAS NOT INSPECTED

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



ACT Maintenance Plan

73 Lorroway Street

73 Lorroway Street , Holt, ACT 2615

Scheme Number: 15194



COMPILED BY VON HARAMINA

**On 5 May 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 171335**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

73 Lorroway Street , Holt, ACT 2615

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on May 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

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

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

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

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

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





ACT MAINTENANCE PLAN

73 Lorroway Street - Plan No 15194 (Class B)

73 Lorroway Street , Holt, ACT 2615

Date of preparation of Initial Maintenance Plan - 5 May 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																	
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate													
FIRE PROTECTION SYSTEMS & EVACUATION																										
Maintain/replace fire hydrant valve assemblies & seals							Compliance	AS1851-2012	6 Monthly		Licensed Contractor	30														
Inspection Types																										
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																										
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																										
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																										
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																										
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																										

Valuation Notice



01951-019

The Proprietors UTP 15194
c/- Independent Strata Management
GPO Box 1539
CANBERRA CITY ACT 2601

Dear The Proprietors UTP 15194

Notice details

Account number: 413102447**Notice date:** 16 August 2022**Property location:** 73 Lorroway St, Holt, Section: 126, Block: 8

Unimproved Value (UV) as at 1 January 2022: \$3,840,000

Average Unimproved Value (AUV) as at 1 January 2022: \$3,600,000

Unimproved Value

The unimproved value (UV) of your property is the value of the block of land without any improvements to it. The ACT Revenue Office updates the UV for your property each year. For more information about the valuation process, visit revenue.act.gov.au/rates.

Average Unimproved Value

The average unimproved value (AUV) of your property is used to calculate rates and other taxes. The ACT Government has extended the AUV period to 4 years in 2020 and to 5 years in 2021. For properties that have been rateable for 4 years or less, the AUV is the average unimproved value over those years. The AUV of your property is calculated as an average of the past 3 years UVs.

1 January 2020	1 January 2021	1 January 2022
\$3,480,000	\$3,480,000	\$3,840,000

AUV (2022-23)
\$3,600,000

Review Rights

If you disagree with the unimproved value in this notice, you may lodge a written objection with the Commissioner for ACT Revenue within 60 days of receiving this valuation notice. Late objections cannot be accepted.

If you own a unit, the owner's corporation must lodge the objection on behalf of all unit owners in the sub-division. If you own a commercial property, there are arrangements that allow you to request additional information prior to lodging any objection. For further information, visit revenue.act.gov.au/rights-and-obligations.

Want to receive your notices by email?
Visit revenue.act.gov.au/email

API ASSET PROPERTY INSPECTIONS

This portfolio includes:

- STANDARD PROPERTY (BUILDING) INSPECTION REPORT
- STANDARD TIMBER PEST INSPECTION REPORT
- COMPLIANCE INSPECTION REPORT
- ENERGY EFFICIENCY RATING (EER) REPORT
- RESIDENTIAL CONVEYANCING FILE (BUILDING FILE)
- INSURANCE CERTIFICATE
- INVOICE

For the property:

**11/73 Lorroway Street
HOLT ACT 2615**

info@assetpropertyinspections.com.au
0433022717
PO Box 3078 Manuka ACT 2603
ABN 79627068106

STANDARD PROPERTY & TIMBER PEST REPORT

Report number: 2023228
Inspection date: Monday 20th March 2023
Property address: 11/73 Lorroway Street
HOLT
ACT 2615



Contents

Service

Terms on which this report was prepared

Special conditions or instructions

The parties

Section A Results of inspection - summary

Section B General

Section C Accessibility

Section D Property report

Section E Timber pest report

Section F Conclusion

Section G Important notes

Section H Additional comments

Section I Annexures to this report

Section J Certification

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

(The Form/Server/Ref numbers below are for office use only)

Form: SPTPR V3 - 17th January 2016

Server report no: 2182

Ref no: 15245

Service

As requested and agreed with the Client, the inspection carried out by the Building Consultant and Timber Pest Detection Consultant is a Standard Property & Timber Pest Report comprising a Property Report and a Timber Pest Report.

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

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

"Timber Pest Detection Consultant" means person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

This Standard Property & Timber Pest Report was produced for the exclusive use of the Client. The consultant, their company or firm is not liable for any reliance placed on this report by any third party.

Terms on which this report was prepared

Property report

PURPOSE OF INSPECTION The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

SCOPE OF INSPECTION This Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

"Structural Damage" means a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- (a) Structural Cracking and Movement - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- (b) Deformation - an abnormal change of shape of Primary Elements resulting from the application of load(s)
- (c) Dampness - the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- (d) Structural Timber Pest Damage - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

"Structure" means the loadbearing part of the building, comprising the Primary Elements.

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

"Conditions Conducive to Structural Damage" means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

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

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

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

"Minor Defect" means defect other than a Major Defect.

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

"Tests" means where appropriate the carrying out of tests using the following procedures and instruments:

- (a) Dampness Tests - additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.
- (b) Physical Tests - the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

ACCEPTANCE CRITERIA The building was compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Unless noted in 'Special Conditions or Instructions', the Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.

4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
5. Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkers, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

Timber pest report

PURPOSE The purpose of this inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

SCOPE OF INSPECTION This Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building & Site (see Note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

"Timber Pest Attack" means Timber Pest Activity and/or Timber Pest Damage.

"Timber Pest Activity" means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

"Timber Pest Damage" means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

"Major Safety Hazard" Any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Conditions Conducive to Timber Pest Attack" means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

"Timber Pests" means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- (a) Chemical Delignification - the breakdown of timber through chemical action.
- (b) Fungal Decay - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.
- (c) Wood Borers - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- (d) Termites - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

"Tests" means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

"Instrument Testing" means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements;
- (b) stethoscope - an instrument used to hear sounds made by termites within building elements;
- (c) probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) sounding - a technique where timber is tapped with a solid object.

"Subterranean Termite Management Proposal" A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.

ACCEPTANCE CRITERIA Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. This Report therefore cannot deal with:

- (a) possible concealment of timber pest attack, including but not limited to, timber pest attack concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent timber pest attack, including but not limited to, timber pest attack that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which this Report was based please discuss your concerns with the Consultant on receipt of this Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
6. If the inspection was limited to any particular type(s) of timber pest (e.g. subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party.

EXCLUSIONS

The Client acknowledges that:

1. This Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a timber pest management proposal which is adequately specified.

Special conditions or instructions

The following apply:

ACT CLAUSES

Standard Inspection Report in accordance with AS 4349.1 or AS 4349.3

LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

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

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

IMPORTANT NOTE FOR INSPECTIONS IN THE AUSTRALIAN CAPITAL TERRITORY

For Residential Properties in the Australian Capital Territory, please be advised of the following matters:

- (a) that, in accordance with Civil Law (Sale of Residential Property) Regulations 2004, within 7 days after this report is prepared, the following information will be given to the Territory for inclusion in a publicly available register:
 - (i) the fact that the report has been prepared;
 - (ii) the street address of the property;
 - (iii) the inspection date stated in this report;
 - (iv) the name of the person who prepared the report; and
 - (v) if the person who prepared this report did so as an employee or agent of another entity – the name and contact details of that other entity.
- (b) that the person who prepared this report (or that person's employer or principal) may give a copy of this report, on payment of a reasonable charge, to a person who entered into a contract to buy the property.

The Parties

Pre-engagement inspection agreement number (if applicable):	2023228
Name of Client:	Sean David Mayberry & Jessica Louise Mayberry
Name of Principal (if applicable):	N/A
Address of Client:	N/A
Client's email:	N/A
Client's telephone number:	N/A
Consultant's name:	Edward Scharkie

Consultant's licence number
(if applicable): MPLTC6277C

Consultant's mobile number: 0408478322

Company name: Asset Property Inspections

Company address and postcode: PO Box 3078 Manuka ACT 2603

Company email: info@assetpropertyinspections.com.au

Company telephone number: N/A

Company fax number: N/A

Section A Results of inspection - summary

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

Property report - summary

In respect of significant items:

- Item 1: Evidence of Serious Safety Hazards was not observed.
- Item 2: Evidence of Major Defects was not observed.
- Item 3: Evidence of Minor Defects was observed - see Section D, Item D2 - D22.
- Item 4: Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected structural damage and conditions conducive to structural damage was considered: MODERATE -see Section C for details.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section G "Important Notes".

Timber pest report - summary

In respect of significant items:

- Item 1: Evidence of active (live) termites was not found.
- Item 2: Evidence of termite activity (including workings) and/or damage was not found.
- Item 3: Evidence of a possible previous termite management program was found - see Item E4 .

- Item 4: The next inspection to help detect any future termite attack is recommended in 12 months.
- Item 5: Evidence of chemical delignification damage was not found.
- Item 6: Evidence of fungal decay activity and/or damage was not found.
- Item 7: Evidence of wood borer activity and/or damage was not found.
- Item 8: Evidence of conditions conducive to timber pest attack was found See Items E9 - E13.
- Item 9: Evidence of major safety hazards was not found.
- Item 10: Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected timber pest attack and conditions conducive to timber pest attack was considered: MODERATE -see Section C.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on how to help protect against financial loss due to timber pest attack see Section G "Important Notes".

The records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

General description of the property

Residential building type:	Townhouse.
Number of storeys:	Single storey.
Building age (approx):	2 years.
Approximate year when the property was extended (if applicable):	Not applicable.
Smoke detectors:	1 fitted, but not tested. IMPORTANT NOTE The adequacy and testing of smoke detectors is outside the scope of this standard inspection and report. Accordingly, it is strongly recommended that a further inspection be undertaken by a suitably qualified person.
Siting of the building:	Towards the middle of a small block.
Gradient:	The land is relatively flat.
Site drainage:	The site appears to be adequately drained.
Access:	Reasonable pedestrian and vehicular access.
Main utility services:	Electricity. Gas. Sewerage. Mains water.
Occupancy status:	Occupied and fully furnished.
Orientation (to establish the way the property was viewed):	The façade of the building faces west. Note. For the purpose of this report the façade of the building contains the main entrance door.
Prevailing weather conditions at the time of inspection:	Dry.

Primary method of construction

Main building – floor construction:	Slab floor (infill). Slab-on-ground.
Main building – wall construction:	Timber framed. Brick veneer (timber framed).
Main building – roof construction:	Timber framed. Finished with roofing tiles.
Other(timber) building elements:	Not applicable.
Overall standard of construction:	Acceptable.
Overall quality of workmanship and materials:	Acceptable.
Level of maintenance:	Reasonably maintained.

Incomplete construction

No evidence of incomplete construction was found.

The term 'incomplete construction' means where the original construction and any alterations or additions to the building are not complete in the work synonymous with construction (but does not include building services).

Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

Accommodation & significant ancillaries

Storey	Living Rooms	Bedrooms	Bathroom /Ensuite	Separate toilet	Kitchen	Laundry	Swim pool*	Other	Name of Other
Lower ground	0	0	0	0	0	0		0	
Ground	1	3	1	1	1	1	0	1	Dining
First	0	0	0	0	0	0		0	
Second	0	0	0	0	0	0		0	
Third	0	0	0	0	0	0		0	
Attic/Loft	0	0	0	0	0	0		0	
Detached	0	0	0	0	0	0	0	0	
Totals	1	3	1	1	1	1	0	1	

(* A ground floor swimming pool denotes an internal swimming pool / A detached swimming pool denotes an external swimming pool)

Parking

Type	Off street parking spaces (uncovered)	Garage (covered)	Car-port (covered)
Attached	0	1	0
Detached	0	0	0
Totals	0	1	0

Unless noted in "Special Conditions or Instructions", the inspection only covered the Readily Accessible Areas of the Building & Site (see Note below).

Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

"Readily Accessible Areas" means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

- (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- (b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

"Building & Site" means the inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries.

For the Timber Pest Report, the term "Building & Site" is extended to include the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

Areas inspected

The inspection covered the following Readily Accessible Areas:

Building interior.

Building exterior.

Roof exterior.

Roof space.

The site.

Areas not inspected

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. The Consultant did not move or remove any obstructions which may be concealing evidence of defects such as timber pest attack. Areas, which are not normally accessible, were not

inspected such as under slabs on ground as it is not "considered practical" to gain access to them. Evidence of defects in obstructed or concealed areas may only be revealed when the items are moved or removed or access has been provided.

Strata or company title properties

The inspection was limited to assessing the interior and immediate exterior of the unit.

NOTE. Unless the common property is also inspected, this report is confined to the interior and immediate exterior of a unit dwelling only. This may be of limited value to the Client as it does not provide any authority that the unit and its associated premises is free from past, current and observable defects, faults or risks within the limits otherwise set out in this report.

In addition, the Client may have additional liability for defects, faults or risks in the common property. This additional liability can only be addressed through the undertaking of a Special-Purpose Inspection Report which is adequately specified.

Obstructions

Building Interior:	Furniture. Stored articles. Stored articles in cupboards. Stored articles in wardrobes.
Building Exterior:	Landscaping abutting the building. Paved areas abutting the building.
Roof Space:	Sarking. Thermal insulation.
The site:	Stored articles. Vegetation. Vegetation covering fences.

Inaccessible areas

Building Exterior:	In inspecting the building exterior, there was no inspection of the left-hand side of the building due to its close proximity to the property next door.
Roof Space:	In inspecting the roof space, there was no inspection of the roof interior in the vicinity of the eaves where the area of accessibility was less than 600 mm high x 600 mm wide. In inspecting the roof space, there was no inspection of the roof interior where the area of accessibility was less than 600 mm high x 600 mm wide.

Undetected defect risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects, faults or risks

was considered:

MODERATE

A further inspection is strongly recommended of areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items, foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

Section D Property report

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this Condition Report, monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Serious safety hazards

As a matter of course, in the interests of safety, an inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

D1 Serious safety hazards

No evidence of Serious safety hazards was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Inside condition - major defects

D2 Ceilings

No evidence of Major defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D3 Internal walls

No evidence of Major defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D4 Floors

No evidence of Major defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D5 Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc)

No evidence of Major defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D6 Built-in fittings (built in kitchen and other fittings, not including the appliances)

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D7 Bathroom fittings

No evidence of Major defect was found, the following Minor defect was found:

Area	Building interior
Location:	In the bathroom.
Affected element:	Shower enclosure.
Defect or Sign:	Shower enclosure is not adequately sealed. New silicon seal is recommended to improve the wet areas longevity. The shower screen leaks when water is directly applied to the corner of the screen.
Visible extent:	Localised.
Recommendation:	Competent advice from a suitably qualified person should be obtained to determine the need or otherwise for rectification or repair work.

D8 Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues)

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D9 Roof space

No evidence of Major Defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D10 Subfloor space

Not inspected due to construction design.

Outside condition - major defects

D11 External walls

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D12 Windows

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D13 External doors (including patio doors)

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D14 Platforms (including verandahs, patios, decks and the like)

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D15 Other external primary elements

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D16 Other external secondary & finishing elements

No evidence of Major defects was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D17 Roof exterior (including roof covering, penetrations, flashings)

No evidence of Major defect was found, the following Minor defect was found:

Area	Roof exterior
Location:	Above the building in general.
Affected element:	Roof tiles.
Defect or Sign:	Roof tile over the front of the building had slipped down exposing the sarking below. Roof tiles may need pinning in areas.
Visible extent:	In areas.
Recommendation:	Competent advice from a suitably qualified person should be obtained to determine the need or otherwise for rectification or repair work.

D18 Rainwater goods

No evidence of Major defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D19 The grounds

No evidence of Major Defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D20 Walls & fences

No evidence of Major Defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

D21 Outbuildings

No evidence of Major Defects was found.
Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Minor defects

The report describes the overall extent of any minor defects and imperfections:

D22 Minor defects

Comment: There are some Minor Defects. Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Additional comments: In General

1. Minor patch and paint required in areas.

Internal

1. Bathroom door hardware requires adjusting.

2. Carpets are worn in areas.

3. Hallway ceiling is cracked, paint lifting to area, no moisture detected.

External

1. Flyscreens and sliding screen doors are damaged/ worn in areas.

2. Light efflorescence to base brickwork in areas.

3. Hairline cracking to driveway and garage concrete floor.

4. Sump drains require cleaning in areas.

5. Concrete slab off bedroom 1 corner is broken.

Also See D7, D17.

Section E Timber report

The following items and matters were reported on in accordance with the Scope of Inspection.

Timber pest attack

Evidence of timber pest activity and/or timber pest damage:

E1 Active (live) termites

No evidence of Active (live) termites was found.

Important Note. As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E2 Termite management proposal

Proposal: A proposal is not recommended.

E3 Termite workings and/or damage

No evidence was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E4 Previous termite management program

Area: Building exterior
Location: Perimeter of the building.
Previous Program: Durable notice sighted in electrical fuse box indicating the possible installation of a termite management system.
Additional comments: This system was installed at time of construction.

Photographs

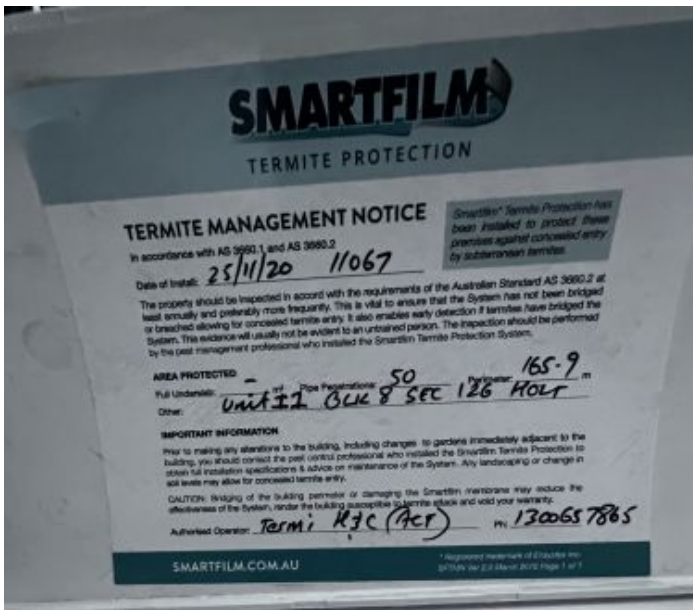


Image comments:

E5 Frequency of future inspections

Frequency: The next inspection to help detect termite attack is recommended in 12 months.

Important Note. Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

E6 Chemical delignification

No evidence was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E7 Fungal decay

No evidence of Fungal decay was found.

Important Note. Although no evidence of fungal decay was observed or revealed under test conditions, regular inspections are recommended at intervals not exceeding 12 months.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E8 Wood borers

No evidence of Wood borers was found.

Important Note. As a delay may exist between the time of an attack and the appearance of telltale signs associated with an attack, it is possible that borer activity and damage exists though not discernible at the time of inspection. Regular inspections are recommended at intervals not exceeding 12 months.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Conditions conducive to timber pest attack

The Consultant sought evidence of noticeable building deficiencies or environmental factors that may contribute to the presence of timber pests. In respect of moisture management issues, the inspection included the potential for or presence of water or dampness in unintended locations.

E9 Lack of adequate subfloor ventilation

Not applicable due to construction design.

E10 The presence of excessive moisture

No evidence was found.

Important Note. Although no evidence of excessive moisture was observed or revealed under test conditions, it is recommended that the building be monitored over a period of time to detect or confirm any moisture management issues.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E11 Bridging/breaching of termite management systems

Area	Building exterior
Location:	Perimeter of the building.
Affected element:	Weep holes.
Defect or Sign:	Bridged by landscaping. Concealed by landscaping.
Visible extent:	In areas.
Recommendation:	Weepholes at the base of external walls must not be concealed by pavements, gardens, lawns, landscaping or the like as it is possible for termites to gain undetected entry. For further advice consult the person who carried out this inspection.

E12 Use of untreated or non-durable timber

No evidence was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

E13 Other conditions conducive

Area	Building exterior
Location:	In general.
Affected element:	Landscaping.
Defect or Sign:	Abutting the building.
Visible extent:	Widespread.
Recommendation:	Monitoring and normal maintenance must be carried out.

Major safety hazards

The Consultant sought evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent major safety hazard. For example, evidence of the imminent collapse of a structural member and other building elements made unsafe by timber pest attack.

E14 Major safety hazards

No evidence of Major safety hazards was found.

Monitoring and normal maintenance must be carried out (see also Section G 'Important notes').

Section F Conclusion

Your attention is drawn to advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

Property report

In the opinion of this Consultant:

- Comment 1: The incidence of Major Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered: Average.
- Comment 2: The incidence of Minor Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered: Average.
- Comment 3: In conclusion, following the inspection of surface work in the readily accessible areas of the property, the overall condition of the building relative to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered: Average.

Timber pest report

The following Timber Pest remediation actions are recommended:

- Action 1: Treatment of Timber Pest attack is not required.
- Action 2: In addition to this Report a Subterranean Termite Management Proposal to help manage the risk of future subterranean termite access to buildings and structures is not recommended.
- Action 3: Removal of Conditions Conducive to Timber Pest Attack is necessary - as detailed in Section E.
- Action 4: Due to the susceptibility of the property to sustaining Timber Pest Attack the next inspection is recommended in 12 months.

Section G Important notes

Property report - Important note

Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.

Timber pest report - risk management options

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this Report. The Client should further investigate any high risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high or the building type is susceptible to attack. To further reduce the risk of subterranean termite attack, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical management system. However, AS 3660 stresses that subterranean termites can bridge or breach management systems and inspection zones and that thorough regular inspections of the building are necessary.

If the Client has any queries or concerns regarding this Report, or the Client requires further information on a risk management program, please do not hesitate to contact the person who carried out this Inspection.

Section H Additional comments

There are no additional comments.

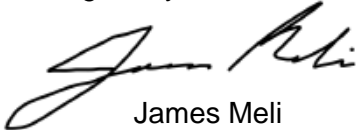
Section I Annexures to this report

There are no annexures to this report.

Section J Certification

This document certifies that the property described in this Report has been inspected by the Building Consultant & Timber Pest Detection Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbooks Standard Property Inspection Reports 'Uniform Inspection Guidelines for Building Consultants' & Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Authorised Signatory:



Name: James Meli

Date of issue: 20-March-2023

COMPLIANCE REPORT

This report is concerned with the property's compliance with the applicable legislation and regulations for that property. Asset Property Inspections will source and use the property's Residential Conveyancing File that we obtain from the Environment and Planning Directorate to assess the property's compliance. Information included in this file may include floor plans, site elevations, survey reports, certificates of occupancy and drainage plans.

Asset Property Inspections hold no responsibility with any mistakes, illegibility or omissions within the Residential Conveyancing File.

Development approval is about the design of the development. It ensures the development is appropriate to an area and conforms with any lease requirements, Territory Plan codes, regulations or specific development conditions that may apply to a particular piece of land.

Building approval ensures that any planned building work will be structurally sound and safe and conforms with the requirements of the Building Code of Australia. Exemptions from building approval may apply to some small structures. Building approval is given by a licensed building surveyor who has been appointed as a building certifier.

Should you wish to obtain any approvals as a result of this report, please contact our office and we can assist you with referral to a licensed Building Certifier.

A copy of the building file is included with this report.

Property Address: 11/73 Lorroway Street

Block/ Section: 8/126 HOLT ACT 2615

Inspection Date: 17/03/2023

Reference Number: 2023228

Plan Number	Description	Certificate of Occupancy Date	Approved Y/N Comments
B20203908/A B20203908/B	TOWNHOUSE AND GARAGE – UNIT 11	Yes 22/07/2021	Yes
--	--	--	--

SURVEY CERTIFICATE	DATE	COMMENTS
B20203908/A	07/06/2021	There are no encroachments by or upon the property.

COMPLIANCE REPORT SUMMARY

There are no unapproved structures upon this block

DISCLAIMER

In regard to paved and concrete areas located on easements, approvals are not required, but should the owner of the easement be required to access it, this may be done at property owner's expense.

Please note that this report has been prepared for the sole use of the client at the above-mentioned address, or their authorised agent.

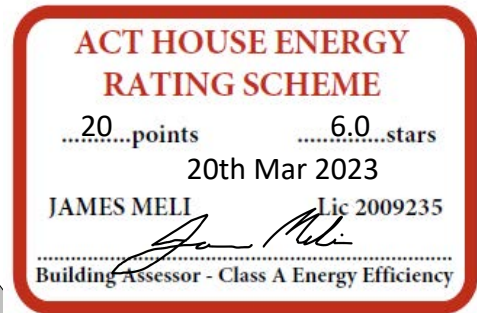
Although the structure is approved/exempt from building, development or both approvals this does not ensure that it also complies with the Building Code of Australia.

The findings of this compliance report are valid for 3 months from the date report was undertaken.

Asset Property Inspections accept no responsibility for any work or alterations conducted on this property after our inspection.

This report was prepared by Asset Property Inspections.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 20 POINTS**

Name:	Sean David & Jessica Louise Mayberry	Ref No:	2023228
House Title:	B8/S126	Date:	20-03-2023
Address:	11/73 Lorroway Street Holt		2615
Reference:	F:\EER\2023\2023228\2023228EER		

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.



Appliance Ratings

Heating: Unknown Heater / Unknown Rating
Cooling: Unknown Cooling / Unknown Rating
HotWater: Unknown Hot Water System / Unknown Rating

The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

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	20											
Potential	31											

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

Design options

Additional points

Change curtain to Heavy Drapes & Pelmet	8
Seal Gaps & Cracks	3

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	20	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : East

Area : 9 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	20	★★★★★★
2. South East	20	★★★★★★
3. South	21	★★★★★★
4. South West	20	★★★★★★
5. West	20	★★★★★★
6. North West	24	★★★★★★
7. North	26	★★★★★★
8. North East	25	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: B8/S126, 11/73 Lorroway Street, Holt

Assessor's Name:

Net Conditioned Floor Area: 99.5 m²

			Points			
Feature			Winter	Summer	Total	
CEILING			7	1	8	
Surface Area:	0	Insulation: 8				
WALL			2	-1	1	
Surface Area:	-2	Insulation: 6	Mass: -2			
FLOOR			12	0	12	
Surface Area:	0	Insulation: -2	Mass: 14			
AIR LEAKAGE (Percentage of score shown for each element)			2	0	2	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	24 %			
Exhaust Fans	25 %	Doors	17 %			
Down Lights	0 %	Gaps (around frames)	34 %			
DESIGN FEATURES			0	0	0	
Cross Ventilation	0					
ROOF GLAZING			0	0	0	
Winter Gain	0	Winter Loss	0			
WINDOWS			-13	-6	-19	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	9	9%	-18	9	-3	-12
W	5	5%	-9	5	-3	-7
Total	14	14%	-27	14	-6	-19

* 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 0 points

		Winter	Summer	Total
RATING	★★★★★★	11	-6	20*

* includes 15 points from Area Adjustment

Detailed House Data

House Details

ClientName Sean David & Jessica Louise Mayberry
HouseTitle B8/S126
StreetAddress 11/73 Lorroway Street
Suburb Holt
Postcode 2615
FileCreated 20-03-2023

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	16.4m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	90.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	20.3m	2.4m
2	Weatherboard	No	R2.0	11.1m	2.4m
3	Weatherboard	No	R2.5	8.0m	2.4m
4	Weatherboard	Yes	R0.0	11.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R5.0	106.9m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	1.8m	1.4m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.1m
2	W	1.5m	1.4m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.1m
3	E	2.1m	1.8m	No	SG	ALIMPR	HB	No	1.7m	1.7m	0.1m
4	E	2.1m	2.7m	No	SG	ALIMPR	HB	No	0.6m	0.6m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	W	1.5m	1.4m	0.0m	0.0m	0.0m	0.0m	3.4m	0.0m	3.8m	1.7m
3	E	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	1.5m	0.6m	1.0m	0.6m
4	E	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	0.6m	4.8m	0.6m	1.7m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? Yes

Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

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

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	No

CONVEYANCING BUILDING FILE INDEX

SUBURB: **HOLT** SECTION: **126** BLOCK: **8** UNIT: **11** EX GOV: **NO**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
		-				13/07/20				
Y	B20203908/A	-	TOWNHOUSE AND GARAGE – UNIT 11				B20203908/A	\$174,000		
Y	B20203908/B	-		Y						
		-	SURVEY							
		-	FINAL							20/07/21
		-							B20203908/A/B 22/07/2021	

Drainage Plan Number: 133739

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

- | | <u>Yes</u> | <u>No</u> |
|---|-------------------------------------|-------------------------------------|
| 1. (a) Is this a government or ex government house? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) If yes, is there a building file with approvals on it? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there any record of incomplete building work on the building file?
If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Are there any records on the building file in relation to loose-fill asbestos insulation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Survey Certificates | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Approved Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Ex- government Building Plans* | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Certificate of Completion of Asbestos Removal work** | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

** If YES – this indicates that the property was part of the Loose Asbestos Insulation Program.
For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

If requested:

- | | | |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------|-------------------------------------|--------------------------|

ASBESTOS

**The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: RR

Cost of application: \$ 130.60

Date completed:

16/03/2023



MASTER BUILDERS
FIDELITY FUND

Certificate number	72371
Fund Reference Number	03/0181

Certificate

Date Issued: 13/07/2020

This Certificate is not underwritten by the ACT Government nor by the Master Builders Association (ACT)

This Certificate applies to one dwelling only.

The contract price, or value of the work, is: \$216,000.

The builder's *estimated* construction period is from: 14/07/2020 to 31/05/2021.

Variations of up to 10% of the contract price are automatically included.

This Certificate is issued subject to the requirements of the **ACT Building Act 2004** and section 91, and in accordance with the terms and conditions set out in the Master Builders Fidelity Fund Trust Deed.

Builder's Name: **Creative Building Services Pty Ltd**

Builder's Licence No: **200112619**

Block: **8** Section: **126** Unit: **11** Suburb: **Holt**

Residential Address: **73 Lorroway Street**

Type of project, (ie speculative, contract or project management): **Contract**

For the construction of: **townhouse/unit**

Special conditions: **n/a**

Name of Owner(s): **Madison (ACT) Pty Ltd**

Instructions to Builder:

This original certificate **MUST** be given to the home owner. Please photocopy for building approval purposes and for your records.

For variations in excess of 10% of the contract price, contact the Master Builders Fidelity Fund Manager on (02) 6175 5995.

Signature: *m Pauch*
(For and on behalf of the Master Builders Fidelity Fund)

This certificate is issued by the Master Builders Fidelity Fund and any enquiries regarding claims against this certificate must be directed to the Master Builders Fidelity Fund c/- MBA - ACT at 1 Iron Knob Street, Fyshwick ACT 2609, telephone (02) 6280 9119.

Please read the important information overleaf regarding this Certificate.

03/0181

SITE PLAN

LAND DETAILS

Block
8

Section
126

Division
HOLT

Deposited Plan Number
11594

Volume/Folio
3006:942

Class of Units (A or B)
B



SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No 3091907

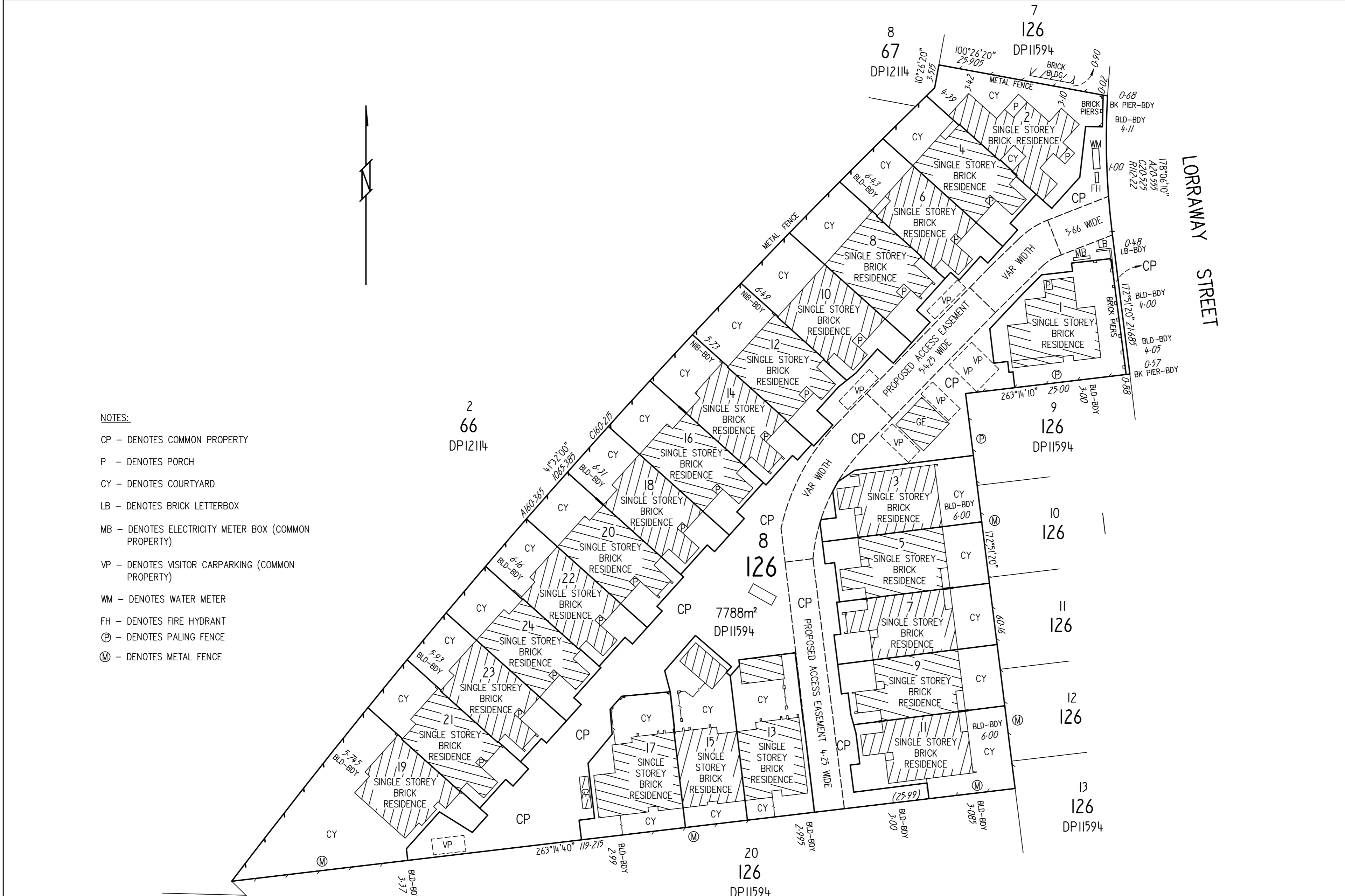
Signature of Lessee

Lyn Tankey
Lyn Tankey
15 October 2021
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce
David Pryce
Registrar-General

26/10/2021
UNITS PLAN No.
15194



- NOTES:
- CP - DENOTES COMMON PROPERTY
 - P - DENOTES PORCH
 - CY - DENOTES COURTYARD
 - LB - DENOTES BRICK LETTERBOX
 - MB - DENOTES ELECTRICITY METER BOX (COMMON PROPERTY)
 - VP - DENOTES VISITOR CARPARKING (COMMON PROPERTY)
 - WM - DENOTES WATER METER
 - FH - DENOTES FIRE HYDRANT
 - Ⓟ - DENOTES PALING FENCE
 - Ⓜ - DENOTES METAL FENCE

SURVEYORS DECLARATION

I, PETER JOHN SELFE of SELFE SURVEYS Pty. Ltd. CANBERRA, ACT.

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - 6th OCTOBER 2021
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

P.S.A.
Signature of Registered Surveyor

12/10/2021
Dated

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

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

OR

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

GPO BOX 1539
CANBERRA CITY ACT 2601
Address for Service of Notice

INDEPENDENT STRATA MANAGEMENT
Name of Manager / Owners Corporation

Form 1
Form 088 - SP

66 DP12114
34 DP11685

Graphic bar scale - SCALE 1:400

0 5 10 20 METRES

Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

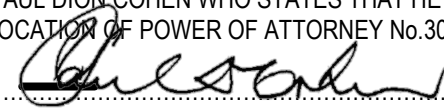
1. LAND

District/Division	Section	Block	Unit Plan No
HOLT	126	8	15194

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	42		3009	435
2	42		3009	436
3	41		3009	437
4	42		3009	438
5	41		3009	439
6	42		3009	440
7	41		3009	441
8	42		3009	442
9	41		3009	443
10	42		3009	444
11	41		3009	445
12	42		3009	446
13	41		3009	447
14	42		3009	448
15	41		3009	449
16	42		3009	450
17	41		3009	451
18	42		3009	452
19	42		3009	453
20	42		3009	454
21	42		3009	455
22	42		3009	456
23	42		3009	457
24	42		3009	458
Aggregate	1000			

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD ACN 090 878 630
 BY ITS ATTORNEY PAUL DION COHEN WHO STATES THAT HE HAS
 NO NOTICE OF REVOCATION OF POWER OF ATTORNEY No.3091907




 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
3009	434

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

Dated **15th** this day of **October** 20 **21**



 Lyn Tankey
 Delegate of the Authority/Executive


 David Pryce
 Registrar-General



.....
 Deputy Registrar-General

FLOOR PLAN

Block

8

Section

126

Division

HOLT

FLOOR NUMBER

GROUND

Chesona

SIGNED BY WOODHAVEN INVESTMENTS PTY LTD
ACN 090 878 630
BY ITS ATTORNEY PAUL DION COHEN
WHO STATES THAT HE HAS NO NOTICE OF
REVOCATION OF POWER OF ATTORNEY No-3091907

Signature of Lessee

Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

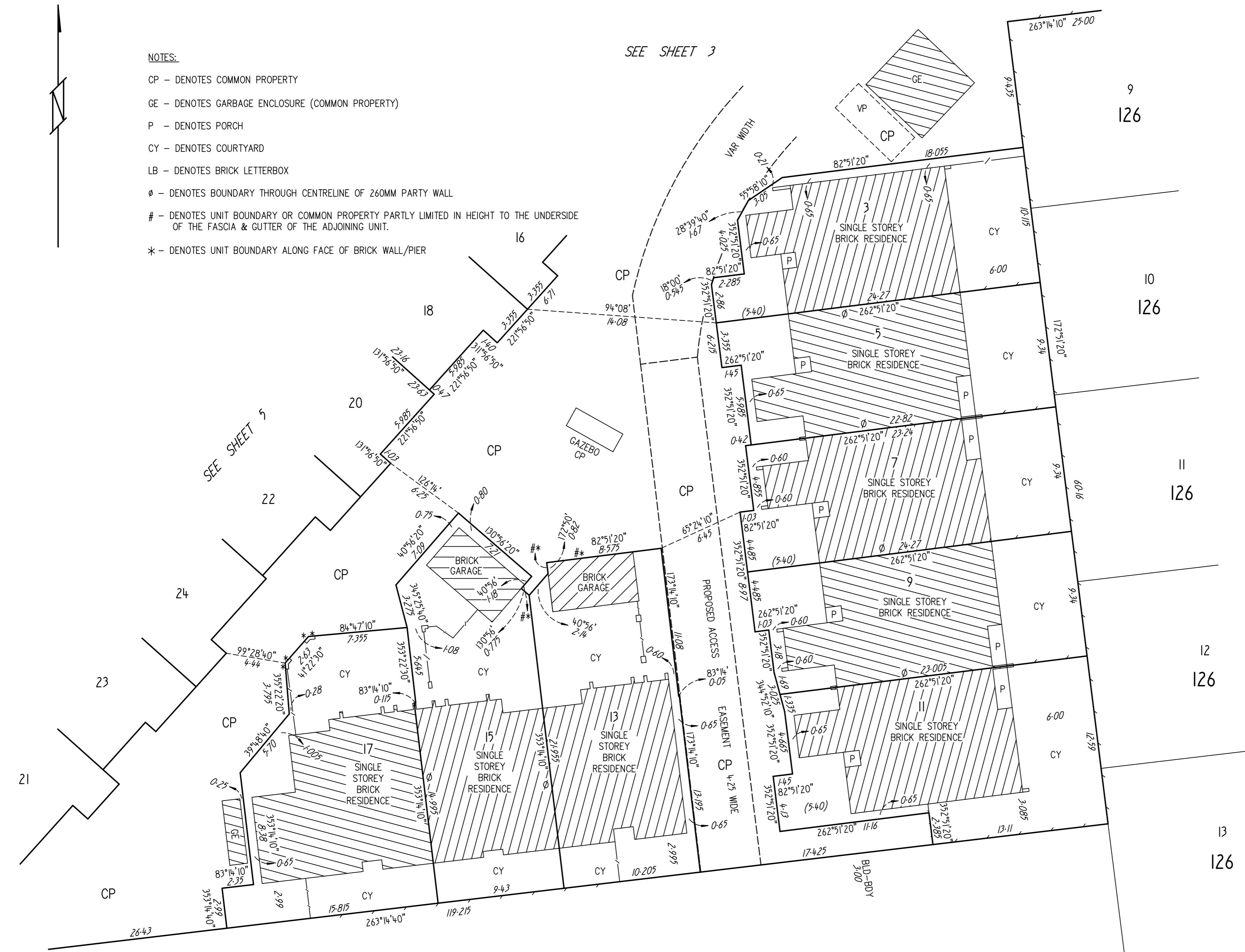
UNITS PLAN No.

15194

NOTES:

- CP - DENOTES COMMON PROPERTY
- GE - DENOTES GARBAGE ENCLOSURE (COMMON PROPERTY)
- P - DENOTES PORCH
- CY - DENOTES COURTYARD
- LB - DENOTES BRICK LETTERBOX
- ∅ - DENOTES BOUNDARY THROUGH CENTRELINE OF 260MM PARTY WALL
- # - DENOTES UNIT BOUNDARY OR COMMON PROPERTY PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE FASCIA & GUTTER OF THE ADJOINING UNIT.
- * - DENOTES UNIT BOUNDARY ALONG FACE OF BRICK WALL/PIER

SEE SHEET 3



UNITS PLAN No.

15194

PS.DS – 55345
7 June 2021



Creative Building Services
PO Box 4753
KINGSTON ACT 2604

Dear Sir

As instructed, we have surveyed land at Holt, in the Division of Holt, District of Belconnen, having a total frontage of 42.24 metres to Lorroway Street, being **Block 8 Section 126 Deposited Plan Numbered 11594** as shown in the sketch plan attached.

Upon this land stands the concrete foundations of buildings in the course of erection to be on completion twenty four (24) residential units.

The sketch shows the positions of the foundations relative to the boundaries.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining lands or streets.

Yours faithfully
SELFE SURVEYS PTY LTD

Peter Selfe
Registered Surveyor

cc. Chief Surveyor

PO Box 230
GUNGAHLIN ACT 2912

Mobile: 0404 046 021
Email: info@selfesurveys.com.au
ABN 90 172 686 014





Certificate of Occupancy and Use

Certificate No.: **B20203908C1**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	8	126	HOLT	BELCONNEN	Australian Capital Territory

Plans
B20203908/A
B20203908/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Medium Density	TOWNHOUSE	Townhouse 1	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	CARPORT	Townhouse 1 Carport	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 2	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 2 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 3	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 3 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 4	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 4 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 5	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 5 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 6	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 6 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Medium Density	TOWNHOUSE	Townhouse 7	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 7 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 8	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 8 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 9	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 9 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 10	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 10 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 11	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 11 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 12	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 12 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 13	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	CARPORT	Townhouse 13 Carport	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 14	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 14 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 15	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	CARPORT	Townhouse 15 Carport	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 16	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 16 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 17	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	CARPORT	Townhouse 17 Carport	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 18	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 18 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Medium Density	TOWNHOUSE	Townhouse 19	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 19 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 20	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 20 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 21	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 21 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 22	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 22 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 23	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 23 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
1a	New Medium Density	TOWNHOUSE	Townhouse 24	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD
10a	New	GARAGE	Townhouse 24 Garage	NA		B20203908N1	CREATIVE BUILDING SERVICES PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Shama Gunaratne

Issued on: 22/07/2021

Delegate of the ACT Construction
Occupations Registrar.



- SURFACE FINISHES LEGEND:**
- CONCRETE - BLACK OXIDE (5%)
 - CONCRETE (PLAIN)
 - CONCRETE STENCIL IN A BLACK OXIDE (5%) STENCIL PATTERN TO BE A 300mm NOM. TILE PATTERN ON A 45 DEG ANGLE
 - CONCRETE (SIMILAR TO CEMENT AUSTRALIA SANDSTONE)

1 Site Plan - Ground Floor
1 : 250

AREA ANALYSIS:

SITE AREA: 7,786sqm

GFA: 3,032.60m² (38.94%)

SITE OPEN SPACE: 2,575 (33%)

YIELD:

24 x 3 Bedroom Townhouses

TOTAL: 24 Townhouses

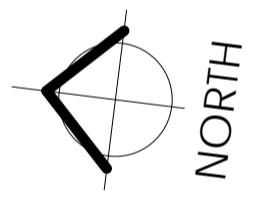
CARPARKING REQUIRED:

24 X 2 SPACED	48
VISITOR X 0.25	06
TOTAL	54

PROVIDED:

SINGLE GARAGE	19
SINGLE CARPORT	05
HARDSTAND	24
VISITOR	07
TOTAL	55

- LEGEND:**
- ST STORE
 - CDIA CLOTHES DRYING AREA
 - POS PRIVATE OPEN SPACE
 - V VISITOR CAR SPACE
 - CP CAR PORT
 - HS HARD STAND
 - F1 1.8M HIGH COLORBOND FENCE (WOODLAND GREY)
 - F2 1.8M HIGH MASONRY PIERS (230 x 470 mm) WITH COLORBOND INFILL
 - MASONRY TO MATCH UNIT 1.
 - CY1 1.8M HIGH MASONRY PIERS (230 x 470 mm) WITH SLAT INFILL. INFILL TO HAVE 25% OPENING
 - MASONRY TO MATCH UNIT 1.



C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12.08.20
B	BA Approval	FR	06.09.20
A	BA Release	DK	10.06.20

Rev DESCRIPTION: BY: DATE:

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PROJECT ADDRESS:
BLOCK 8 SECTION 126 HOLT

DRAWING TITLE:
SITE PLAN - GROUND FLOOR

PROJECT NAME:
PROPOSED MULTI-UNIT DEVELOPMENT

CLIENT:
MADISON CONSTRUCTIONS

DRAWING STATUS:
BA

SCALE: As indicated@A1

DATE: 12.08.20

DESIGNED / DRAWN: DM/LC

JOB No: 17954

DWG No: A001 REV: C

APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS P/L
118 & 10a
COLA LIC: 2012818
ACN 158 851 239

BUILDING APPROVAL
issued under s.28 of the
Building Act 2004
CAPITAL CERTIFIERS
PTY LTD
COLA LIC: 2012818
ACN 158 851 239

BCA Occupancy Class
1a & 10a
BCA Type of Construction
N/A

ENERGY RATING VALUES ★

WINDOWS VALUES
UVAL 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS

225 WAFFLE
ANTICON TO ROOFING

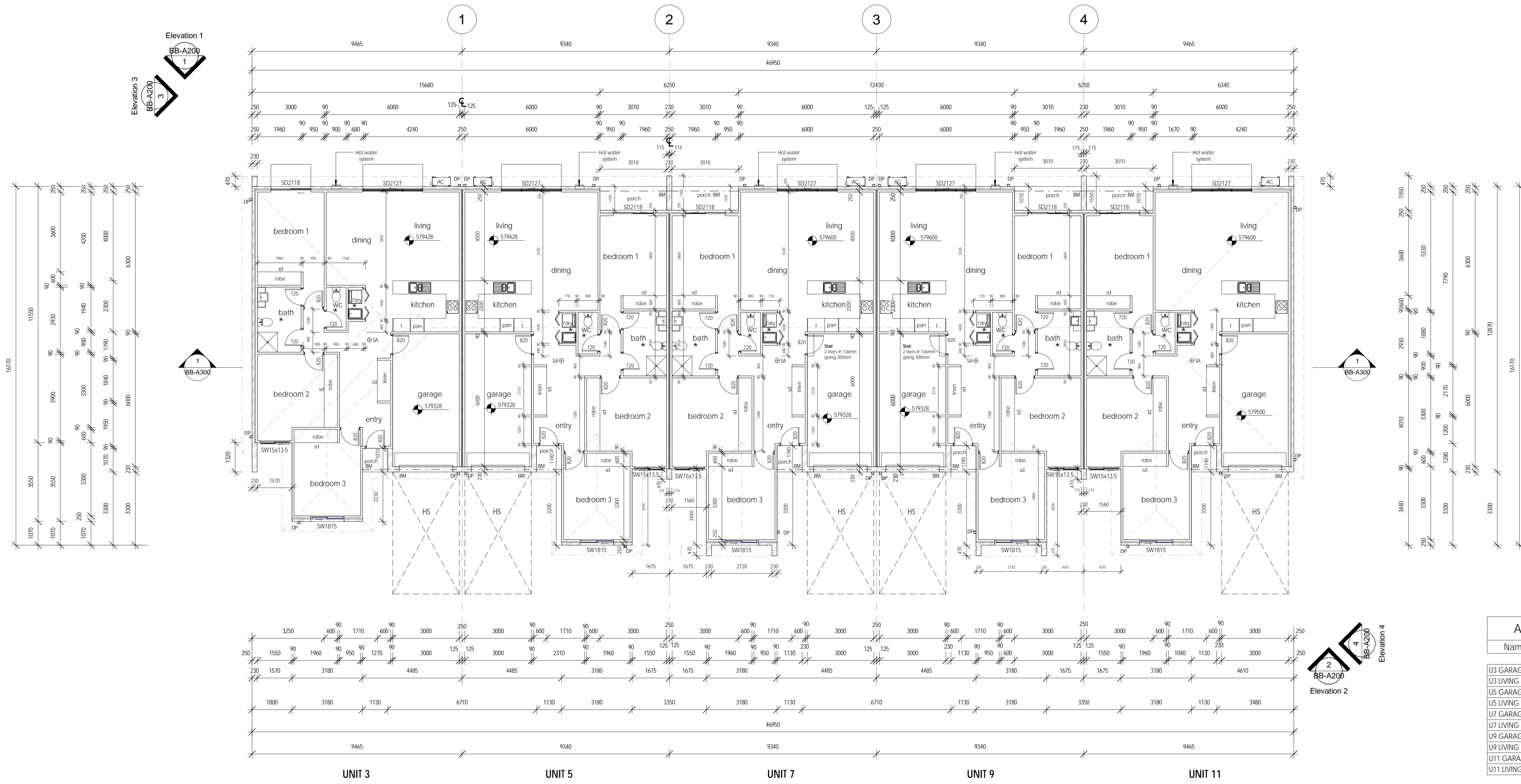
This rating is prepared by a non-BCA accredited assessor.

Prepared by
Lachlan Campbell
HCLT. ACT.
2815

0005091070 11 Aug 2020

0005091070 - LORRA

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER



APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS P/L
100/100 BULLFINCH RD
MORNINGTON VIC 3190

BUILDING APPROVAL
issued under s.28 of the
Building Act 2004
CAPITAL CERTIFIERS
PTY LTD
COLA LIC. 2012818
ACN 158 851 239

BCA Occupancy Class
N/A
BCA Type of Construction
N/A

Area Schedule (Gross Building)		
Name	Area	Level
U3 GARAGE	19.95 m ²	U11FF
U3 LIVING	105.23 m ²	U11FF
U5 GARAGE	19.97 m ²	U11FF
U5 LIVING	105.66 m ²	U11FF
U7 GARAGE	20.11 m ²	U11FF
U7 LIVING	105.66 m ²	U11FF
U9 GARAGE	20.11 m ²	U11FF
U9 LIVING	105.66 m ²	U11FF
U11 GARAGE	20.90 m ²	U11FF
U11 LIVING	106.49 m ²	U11FF

1 U11FF
BB-A107 1:100 @ A1

NOTES

GENERAL
DO NOT SCALE OFF DRAWINGS.
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANT'S DOCUMENTATION.
ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION.
VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.
DO LOCATIONS INDICATIVE TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.
* PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

FIRE RESISTANCE REQUIREMENTS
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY.
FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PROPERTIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE - OF BCA 2016 AMD1.1 BASED ON BCA CLASS AND TYPE OF CONSTRUCTION.

LIGHTING

INSTALL EMERGENCY LIGHTING IN ACCORDANCE WITH AS 2293.1 AND PART E4.2 OF THE BCA LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BUILDING CODE OF AUSTRALIA.
INCLUDING DIRECTIONAL SIGNAGE (NOT SHOWN ON PLANS) TO BCA REQUIREMENTS PROVIDE ARTIFICIAL LIGHTING TO AS 1680.

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FINISH, FRAMES, GLAZING, TILT SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE.
WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BUILDING CODE OF AUSTRALIA.
HWS TO COMPLY WITH SECTION B2.4(B) OF THE PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 2014).

SMOKE ALARMS
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS1596 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

WATERPROOFING

PROVIDE WATERPROOFING TO ALL BATHROOMS, WC AND LAUNDRY WATERPROOFING MUST COMPLY WITH NCC, AS3740 AND ALL RELEVANT LOCAL CODES.

ROOF

ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPRINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

ENERGY RATING VALUES ★

WINDOWS VALUES
UVAL, 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS

225 WAFFLE
ANTICON TO ROOFING

This rating is prepared by a non-accredited assessor.

0005091070 11 Aug 2020
Prepared By
- Lowrey Street
HOLT ACT,
2515

Lachlan Campbell
0853910770 - LOBRA
lobra.com.au

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER



FIRST FLOOR DESIGN
BOXSON SQUARE
670 BOX HILL CARRIERS
CITY ACT 2041
PH: (02) 627 3688

SUITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW 2060
PH: (02) 966 7022

GENERAL ABBREVIATIONS

AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
DP	DRAINPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PNTRY	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
PDE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

Rev	DESCRIPTION:	BY:	DATE:
C	AMENDED BALANCED ENERGY RATING VALUES	FR	12.08.20
B	BA Approval	FR	06.08.20
A	BA Release	FR	10.06.20

PROJECT ADDRESS:
Block 8 Section 126 HOLT

DRAWING TITLE:
BUILDING B - FLOOR PLAN

PROJECT NAME:
Proposed Multi Unit Development

CLIENT:
Madison Constructions

SCALE: As indicated @ A1

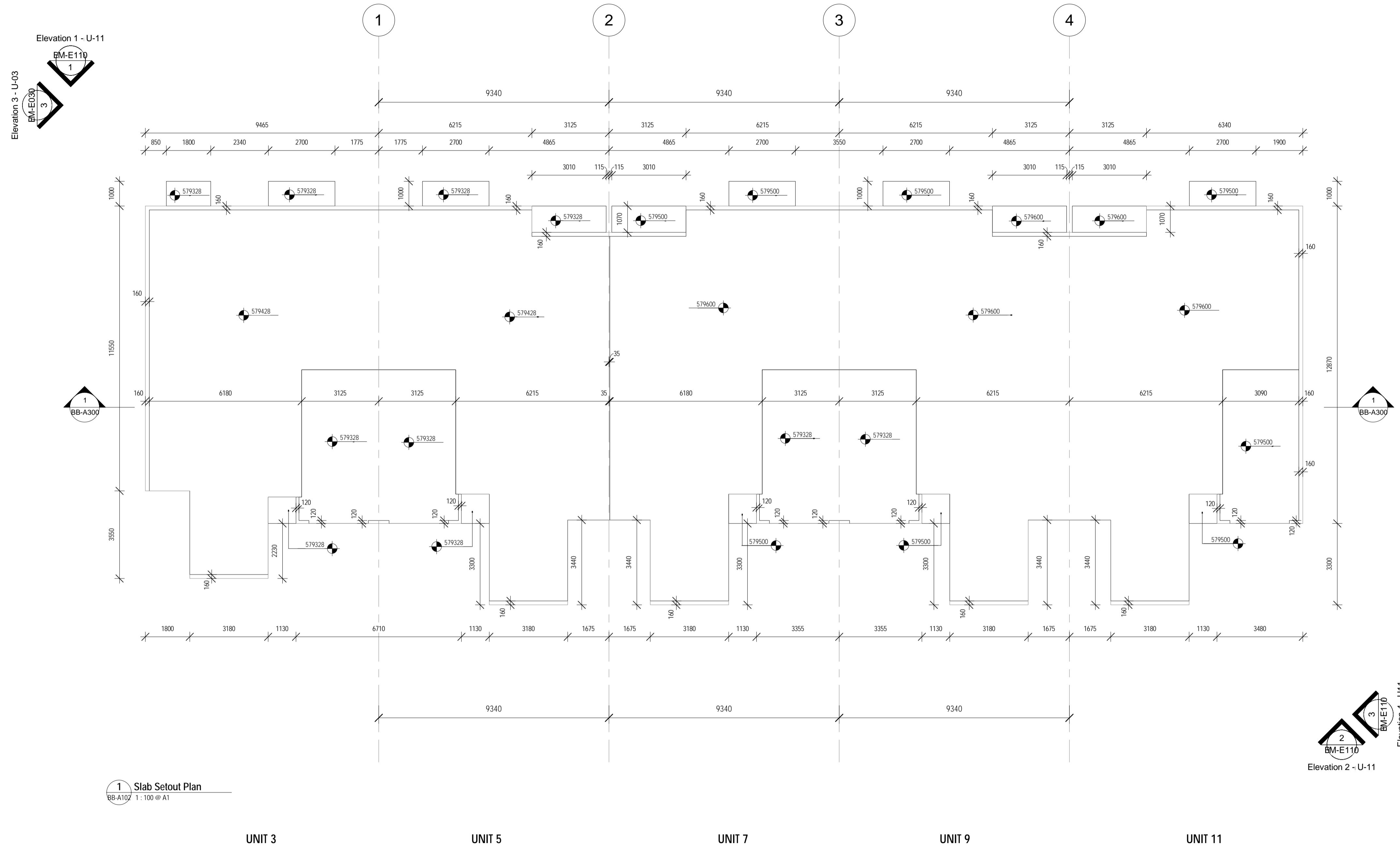
DATE: 12.08.20

DESIGNED / DRAWN: DM/LC/MJ

JOB No: 17954

DWG No: BB-A100 REV: C

DRAWING STATUS: BA



1 Slab Setout Plan
BB-A102 1:100 @ A1

APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS PTY LTD
1a & 10a
COLA LIC: 2012818
ACN 158 851 239

BCA Occupancy Class
1a & 10a
BCA Type of Construction
N/A



FIRST FLOOR DISCORD
DISCORD SQUARE
670 BELL ST CARBONRA
VIC 3043
PH: (02) 627 3688

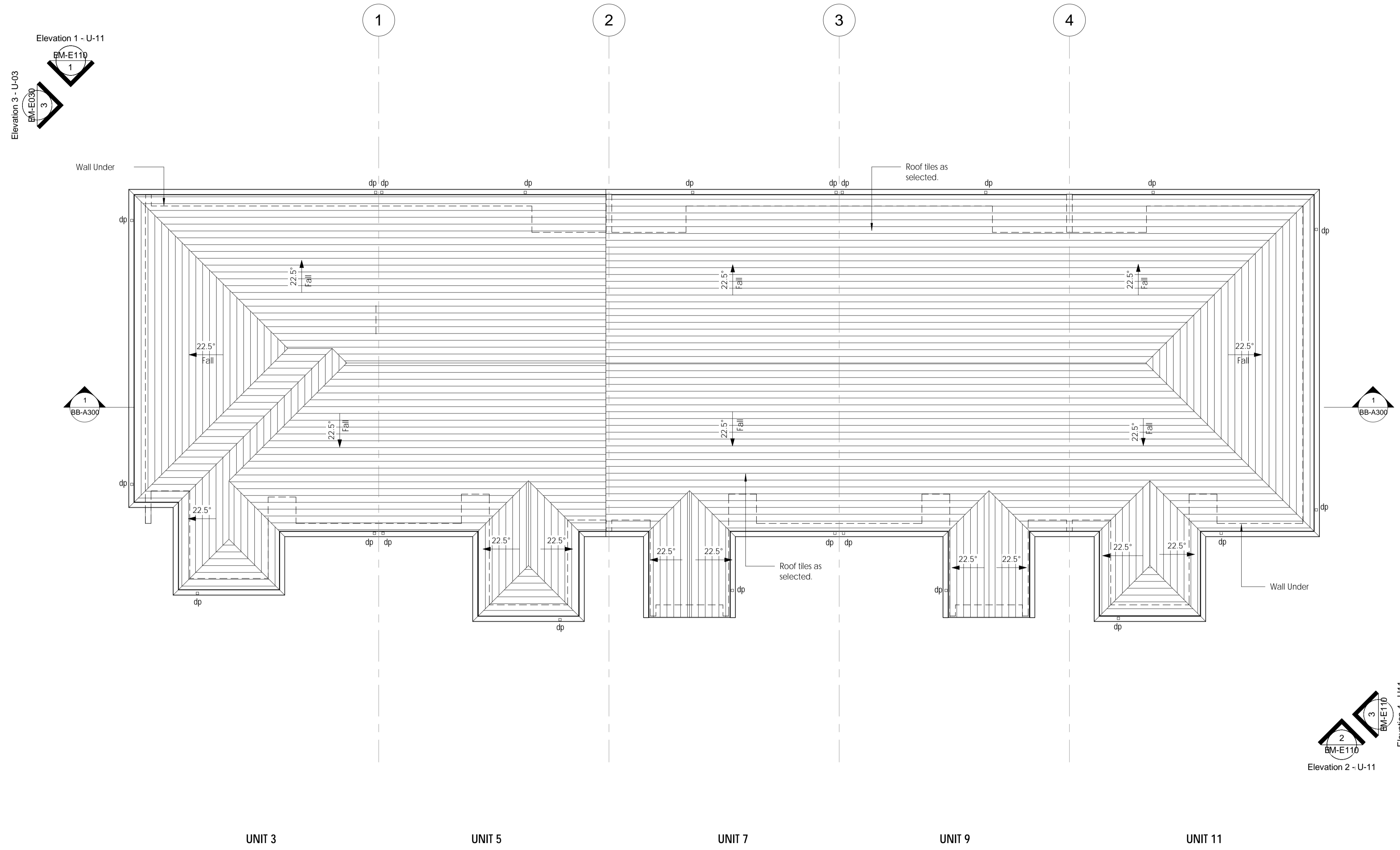
SITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW 2060
PH: (02) 966 1702

GENERAL ABBREVIATIONS	
AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
SP	DOWNPIPE
CEL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

Rev	DESCRIPTION	BY	DATE
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12.08.20
B	BA Approval	FR	06.08.20
A	BA Release	DK	10.06.20

G:\1. Jobs\2017\17954 - MADISON CONSTRUCTIONS - 8 OF 126 HOLT\17954.1 BA\17954-Building B.rvt

PROJECT ADDRESS: Block 8 Section 126 HOLT	PROJECT NAME: Proposed Multi Unit Development	SCALE: As indicated@A1
DRAWING TITLE: BUILDING B - SLAB SETOUT PLAN	CLIENT: Madison Constructions	DATE: 12.08.20
		DESIGNED / DMILCMJ
		DRAWN:
		JOB No: 17954
		DWG No: BB-A102
		REV: C
		DRAWING STATUS: BA



1 Roof Plan
BB-A103 1:100 @ A1

APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS PTY LTD
COLA LIC. 2012818
ACN 158 851 239

BUILDING APPROVAL
issued under s.28 of the
Building Act 2004

CAPITAL CERTIFIERS
PTY LTD
COLA LIC. 2012818
ACN 158 851 239

BCA Occupancy Class
1a & 10a
BCA Type of Construction
N/A

ENERGY RATING VALUES ★	
WINDOWS VALUES	
UVAL, 6.70	SHGC 0.57
R2 TO WALLS	
R5 CEILING	
R2 TO GARAGE WALLS	
225 WAFFLE	
ANTICON TO ROOFING	

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER



FIRST FLOOR DESIGN
DIXSON SQUARE
DPT/BLK 3/10 CARBERRA
CITY ACT 2601
PH: (02) 627 3688

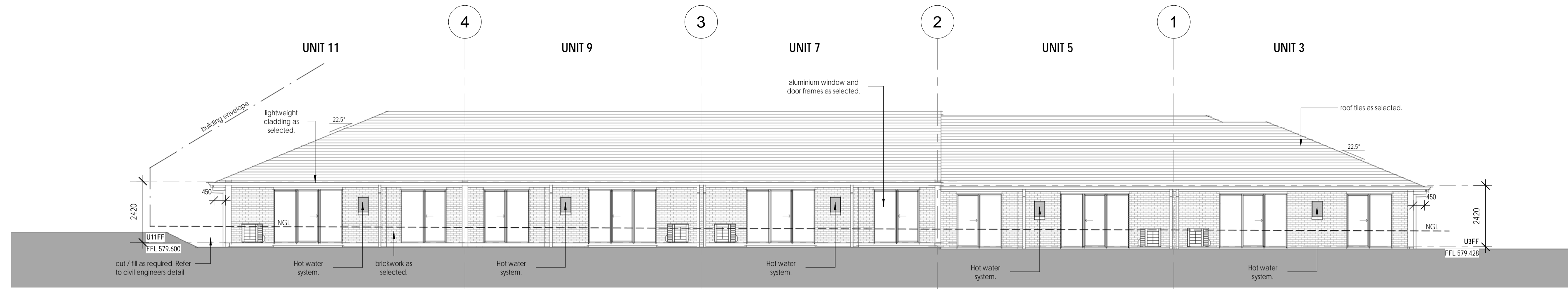
SITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW 2060
PH: (02) 966 7022

GENERAL ABBREVIATIONS	
AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
SP	DOWNPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

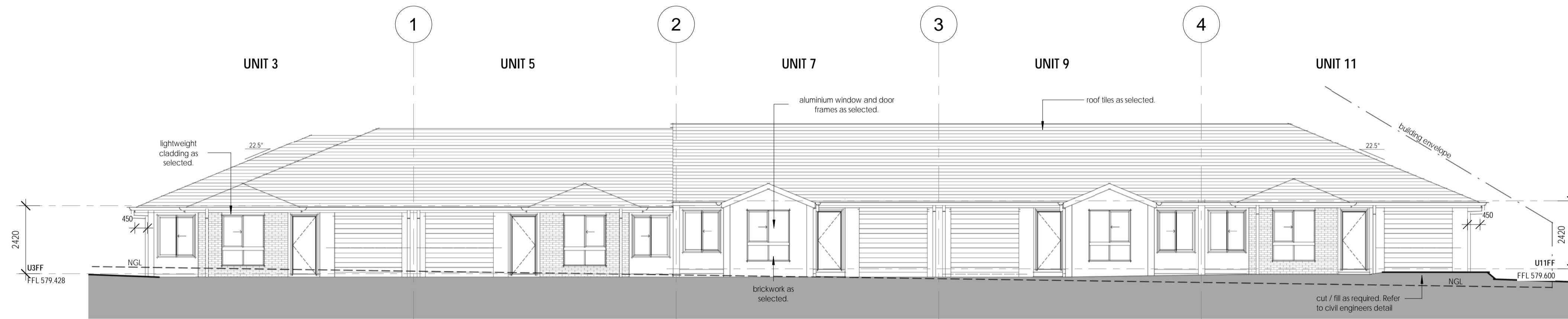
Rev	DESCRIPTION	BY	DATE
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12.08.20
B	BA Approval	FR	06.08.20
A	BA Release	DK	10.06.20

PROJECT ADDRESS: Block 8 Section 126 HOLT	PROJECT NAME: Proposed Multi Unit Development	SCALE: As indicated @ A1
DRAWING TITLE: BUILDING B - ROOF PLAN	CLIENT: Madison Constructions	DATE: 12.08.20
		DESIGNED / DRAWN: DM/LC/MJ
		JOB No: 17954
		DWG No: BB-A103 REV: C
		DRAWING STATUS: BA

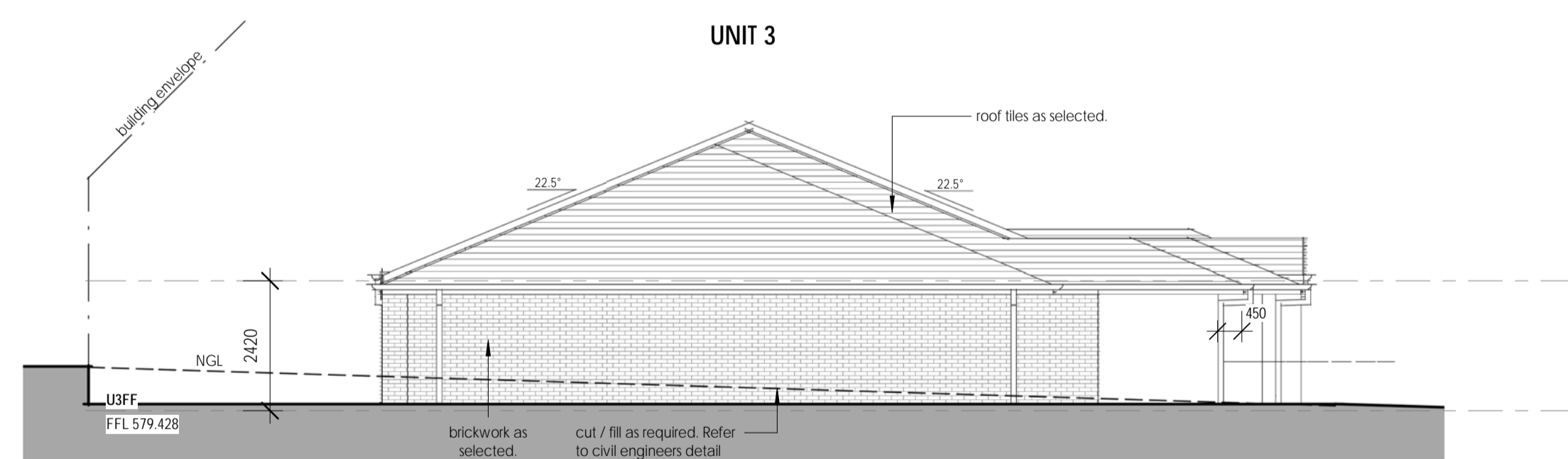
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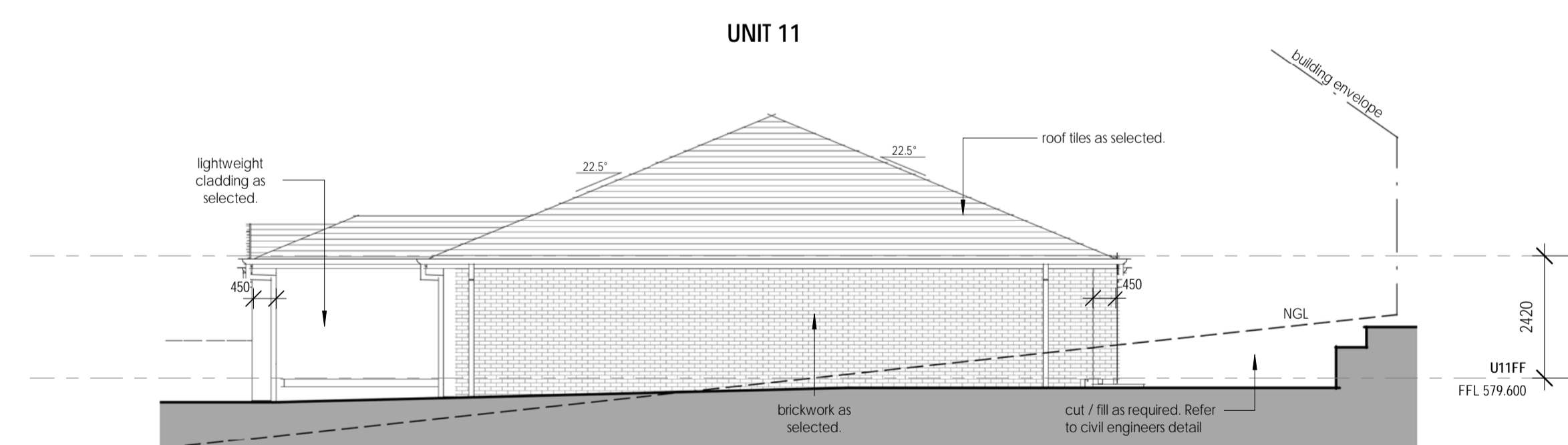
1 Elevation 1
BB-A200 1:100 @ A1



2 Elevation 2
BB-A200 1:100 @ A1



3 Elevation 3
BB-A200 1:100 @ A1



4 Elevation 4
BB-A200 1:100 @ A1

APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS PTY LTD
COLA LIC 2012818
ACN 159 851 239

BUILDING APPROVAL
issued under s.28 of the
Building Act 2004
CAPITAL CERTIFIERS
PTY LTD
COLA LIC 2012818
ACN 159 851 239

BCA Occupancy Class
1a & 10a
BCA Type of Construction
N/A

ENERGY RATING VALUES ★	
WINDOWS VALUES UVAL 6.70 SHGC 0.57	<p>0005091070 11 Aug 2020</p> <p>This rating is prepared by a non-accredited assessor.</p> <p>Prepared By Lachlan Campbell - HOLT, ACT, 2020</p> <p>0005091070 - LORRA</p>
R2 TO WALLS	
R5 CEILING R2 TO GARAGE WALLS	
225 WAFFLE ANTICON TO ROOFING	

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

OZTAL
ARCHITECTS

GENERAL ABBREVIATIONS	
AC	OUTDOOR AIR CONDITIONING UNIT
CC	CONCRETE
COL	COLUMN
CP	DOWNPIPE
CEL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FROGE
PN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEER SPECIFICATIONS
RM	BEAM OVER TO ENGINEER SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
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Rev	DESCRIPTION	BY	DATE
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12.08.20
B	BA Approval	FR	06.08.20
A	BA Release	DK	10.06.20

PROJECT ADDRESS:
Block 8 Section 126 HOLT

DRAWING TITLE:
BUILDING B - ELEVATIONS

PROJECT NAME:
Proposed Multi Unit
Development

CLIENT:
Madison Constructions

SCALE:
As indicated @ A1

DATE:
12.08.20

DESIGNED /
DRAWN:
DM/LC/MJ

JOB No:
17954

DWG No:
BB-A200 REV: C

DRAWING STATUS: BA

NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurance etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing work.

Materials and workmanship to be in accordance with the NCC and Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

External

Ground levels, and steps are approximate only. Actual ground/ site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be in accordance with engineers spec and as per AS 2870-1.

Brick courtyard walls to be 1800mm high, 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500 cts up to 1500mm height max.

Provide yard sumps as required.

Development to comply with best Practice Guidelines - prevent pollution from residential building sites march 2006.

All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

Footings

Footings to be in accordance with AS 2870 part 1.

Footings to be taken down to solid ground.

Brickwork to comply with AS 3700.

Brickwork as selected.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SA codes, cement mortar:

- 6 part sand
- 1 part cement
- 1 part lime

Lintels for Brickwork

Where spans are up to 1500mm provide 150mm bearing onto brickwork. Where spans are over 1500mm provide 230mm bearing onto brickwork. Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised lintels similar to Galintels

Spans up to 1000mm: Lintel 75x10mm - T beam 150

Spans 1200 to 2100mm: Lintel 100x100x10mm angle - T beam 150

Spans 2400 to 3000mm: Lintel 150x100x10mm angle - T beam 250

For other spans refer to manufactures spec or engineers detail.

Provide damp proof course at bearer sealing level.

Provide stopped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

Provide cavity ventilation, flashings, drainage and the like in accordance with the BCA and all other relevant codes. Provide vertical articulation joints in masonry as per BCA.

External steps to be 75mm reinforced concrete.

Riser: 172mm Going: 265mm min. unless otherwise noted.

Termite Protection: Provide an approved proprietary Termite Barrier system in accordance with BCA and all other relevant codes.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required.

Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs. with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Timber Stud Work

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code.

90x35 Pine plates and nogging.

Provide second 90x45 top plate to all load bearing walls.

90x35 Pine studs at 450 ctrs to all load bearing walls and at 600 ctrs to non-load bearing walls.

Provide 90x45 18 studs to both sides of openings carrying lintels.

F8 timber to walls supporting trusses with spans greater than 6m.

Timber Floor

All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

100x38 H.W Joists at 450 ctrs or 100x50 F7 oregon joistd may be used.

100x75 HW Bearers on 230mm o brick piers at 1500 ctrs max. Alternatively 100x50F7 oregon. Bearers may be used

Provide ant caps

Where brick piers are not used 250 x 50 F7 oregon joists at 450 ctrs for spans not exceeding 4500mm may be used.

Floor beams as indicated on drawings or as directed by engineer.

Roof

Trusses at 600mm ctrs. fixed to manufactures specifications.

Lintel size to truss manufacturers charts.

Roof pitch as noted on drawings roof cladding - tiles or metal sheeting as noted.

Fascia and gutter as selected.

Plaster/Internal Linings

Wall framing to all rooms to be covered with close joint linings: the joints being backed with either noggings or studs as required by manufacturer. All linings shall be securely fixed.

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x38mm or 28mm turning channel ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Drainage and Plumbing

Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and recirculation, roof plumbing, flashings and the like as necessitated by the works.

Painter

Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

For internal wet areas provide ventilation/exhaust, direct to outside in accordance with BCA and all other relevant codes.

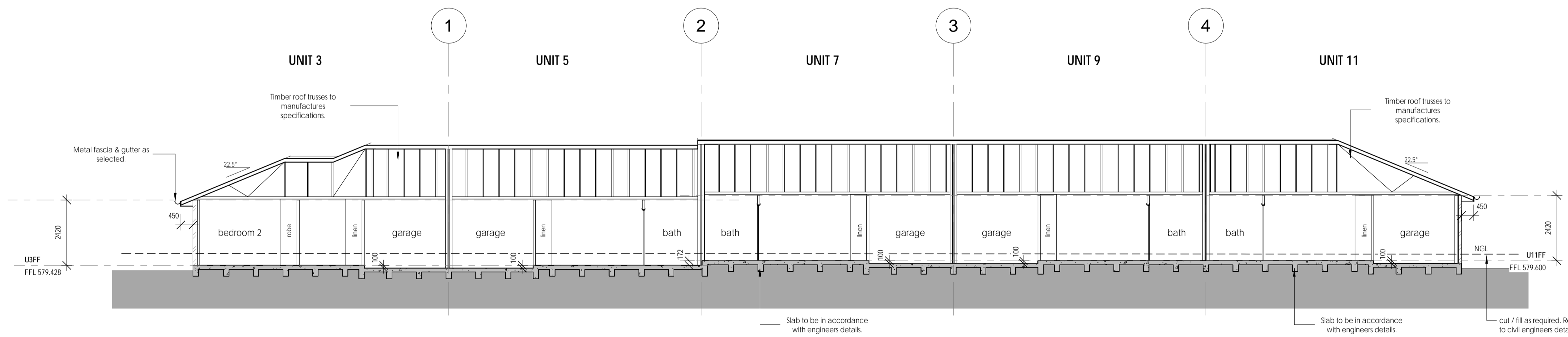
Forward all notices, arrange for all inspections as required by the relevant authorities.

Smoke alarms are to be installed in accordance with BCA, comply with AS 3786 and all other relevant codes. Smoke alarms are to be connected to mainspower with battery back up, and wired in accordance with AS 3000.

Window

Provide all necessary materials, fixings, frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

Glass installation to be in accordance with AS 1288. Thermal performance resures to be in accordance with energy ratings.



APPROVAL DATE
25/08/2020

CAPITAL CERTIFIERS PTY LTD
QLD LIC 2012818
NSW LIC 801 218

BUILDING APPROVAL
issued under s.28 of the
Building Act 2004

CAPITAL CERTIFIERS
PTY LTD
QLD LIC: 2012818
ACN 158 851 239

BCA Occupancy Class
1a & 10a
BCA Type of Construction
N/A

ENERGY RATING VALUES *

WINDOWS VALUES
UVAL, 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS

225 WAFFLE
ANTICON TO ROOFING

This rating is prepared by a non-accredited assessor.

005091070 11 Aug 2020

Prepared By
- Lorrayne Stewart
- HOLT, ACT,
2015

055091070 - LORRA

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

OZTAL
ARCHITECTS

GENERAL ABBREVIATIONS

AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
CP	DOWNPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MB	MALLOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

PROJECT ADDRESS: Block 8 Section 126 HOLT	PROJECT NAME: Proposed Multi Unit Development	SCALE: As indicated @ A1
DRAWING TITLE: BUILDING B - SECTION	CLIENT: Madison Constructions	DATE: 12.08.20
DESIGNED / DRAWN: BY: DATE:	JOB No: 17954	FR 04.08.20
REV DESCRIPTION:	DWG No: BB-A300	FK 10.06.20
	REV: C	DK 10.06.20



- SURFACE FINISHES LEGEND:**
- CONCRETE - BLACK OXIDE (5%)
 - CONCRETE (PLAIN)
 - CONCRETE STENCIL IN A BLACK OXIDE (5%)
STENCIL PATTERN TO BE A 300mm NOM. TILE PATTERN ON A 45 DEG ANGLE
 - CONCRETE (SIMILAR TO CEMENT AUSTRALIA SANDSTONE)

NOTE:
Retaining wall follows NGL and is set 600mm from boundary. Where wall exceeds 1m in height an additional planter bed wall to be installed in front of wall.

AREA ANALYSIS:
SITE AREA: 7,786sqm

GFA: 3,048.89m² (39.16%)

SITE OPEN SPACE: 2,575 (33%)

YIELD:

24 x 3 Bedroom Townhouses

TOTAL: 24 Townhouses

CARPARKING REQUIRED:

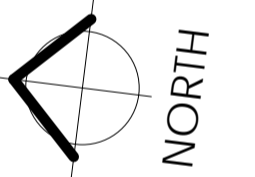
24 X 2 SPACED	48
VISITOR X 0.25	06
TOTAL	54

PROVIDED:

SINGLE GARAGE	24
HARDSTAND	24
VISITOR	07
TOTAL	55

LEGEND:

- ST STORE
- CLOTHES DRYING AREA
- POS PRIVATE OPEN SPACE
- V VISITOR CAR SPACE
- CP CAR PORT
- HS HARD STAND
- F1 1.8M HIGH COLORBOND FENCE (WOODLAND GREY)
- F2 1.8M HIGH MASONRY PIERS (230 x 470 mm) WITH COLORBOND INFILL
- MASONRY TO MATCH UNIT 1.
- CY1 1.8M HIGH MASONRY PIERS (230 x 470 mm) WITH SLAT INFILL. INFILL TO HAVE 25% OPENING
- MASONRY TO MATCH UNIT 1.



J	DRIVEWAYS ALTERED TO INCLUDE LANDSCAPE STRIP	FR	03.02.21
F	UPDATED ENERGY RATING STAMPS: UNIT 2 - BATHROOM	FR	10.09.20
	UPDATED TO INCORPORATE BATHROOM/UNIT BRICK SKIN REMOVED BETWEEN GARAGE & UNIT		
D	REVISED BA - SINGLE GARAGES REPLACE CARPORTS TO UNITS 1, 13, 15 & 17 WASTE ENCLOSURE ADJOINING UNIT 17 MODIFIED UNIT 16, MODIFIED RETAINING WALLS	FR	24.08.20
C	AMENDED BA UPDATED ENERGY RATING VALUES	FR	13.09.20
B	BA Approvals	FR	06.09.20
A	BA Release	DK	10.06.20

Rev DESCRIPTION: BY: DATE:

PROJECT ADDRESS:
BLOCK 8 SECTION 126 HOLT

DRAWING TITLE:
SITE PLAN - GROUND FLOOR

PROJECT NAME:
PROPOSED MULTI-UNIT DEVELOPMENT

CLIENT:
MADISON CONSTRUCTIONS

DRAWING STATUS:
BA

SCALE: As indicated@A1

DATE: 03.02.21

DESIGNED / DRAWN: DM/LC

JOB No: 17954

DWG No: A001

REV: J

1 Site Plan - Ground Floor
1 : 250

ENERGY RATING VALUES ★

WINDOWS VALUES
UVAL 6.70 SHGC 0.57

R2 TO WALLS

R5 CEILING

R2 TO GARAGE WALLS

225 WAFFLE

ANTICORN TO ROOFING

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

APPROVAL DATE
20/07/2021

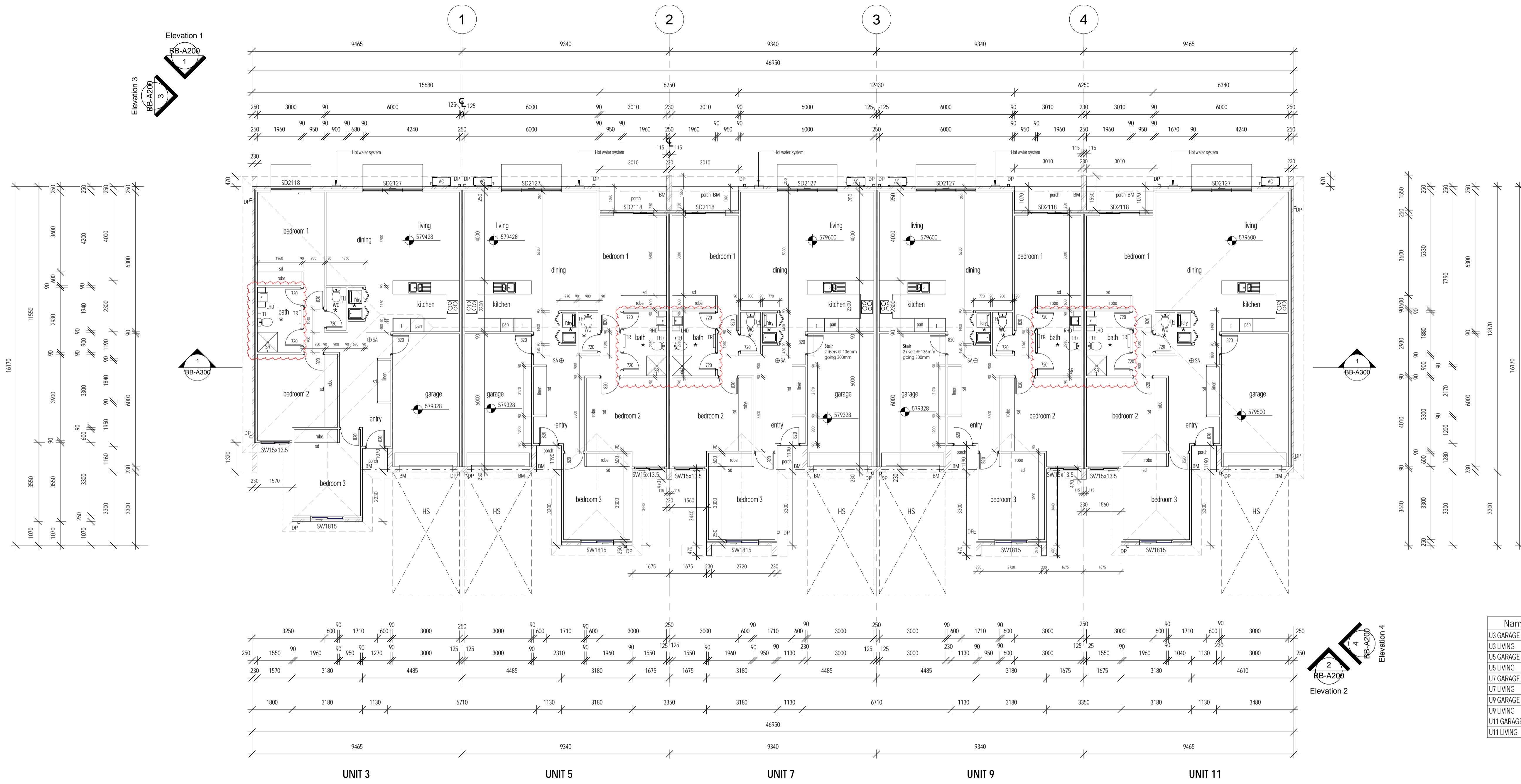
CAPITAL CERTIFIERS PTY LTD
COLA LIC. 2012818
ACN 158 851 239

BUILDING APPROVAL is amended under s.32 of the Building Act 2004

Prepared By: Lachlan Campbell
- Lachlan Campbell
- HCLT, ACT, 2015

0005167720 04 Sep 2020

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APPROVAL DATE
20/07/2021

CAPITAL CERTIFIERS PTY LTD
COLA LIC. 2012818
ACN 158 851 239

Name	Area
U3 GARAGE	19.71 m²
U3 LIVING	105.61 m²
U5 GARAGE	19.74 m²
U5 LIVING	106.03 m²
U7 GARAGE	19.74 m²
U7 LIVING	106.03 m²
U9 GARAGE	19.74 m²
U9 LIVING	106.03 m²
U11 GARAGE	20.52 m²
U11 LIVING	106.86 m²
	630.04 m²

1 U11FF
BB-A107 1:100 @ A1

NOTES

GENERAL
DO NOT SCALE OFF DRAWINGS.
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONSULTANTS DOCUMENTATION.
ALL DIMENSIONS TO BE CHECKED & VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION.
VARIATIONS TO PLAN AND SPECIFICATION SHALL NOT BE MADE WITHOUT THE CONSENT OF THE CLIENT.
ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE BCA.
FIT FRAME TYPE SO THAT DOOR IS REARLY REMOVABLE FROM OUTSIDE OF COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.
DIMENSIONS INDICATING TO BE CONFIRMED ON SITE PRIOR TO INSTALLATION.
PROVIDE MECHANICAL VENTILATION AND ARTIFICIAL LIGHTING TO BATHROOM, POWDER ROOM (WC), ENSUITE AND LAUNDRY WHERE NECESSARY.
BEAMS ARE TO ENGINEERS DETAIL. BEAMS SHOWN ON PLAN ARE INDICATIVE ONLY.

*** FIRE RESISTANCE REQUIREMENTS**
ALL BUILDING ELEMENTS AND MATERIALS, INCLUDING INTERNAL AND EXTERNAL WALL SYSTEMS, SHALL MEET THE NON-COMBUSTIBILITY.
FIRE RESISTANCE LEVEL (FRL) AND FIRE HAZARD PRIORITIES REQUIREMENTS OF SECTION C - FIRE RESISTANCE OF BCA (2019 AMDT) BASED ON BCA CLASS AND TYPE OF CONSTRUCTION.

LIGHTING

INSTALL EMERGENCY LIGHTING IN ACCORDANCE WITH AS 2293.1 AND PART 4.2 OF THE BCA.
LIGHTING TO COMPLY WITH CLAUSE 3.12.3.5 OF THE BUILDING CODE OF AUSTRALIA.
INCLUDING DIRECTIONAL SIGNAGE (NOT SHOWN ON PLANS) TO BCA REQUIREMENTS.
PROVIDE ARTIFICIAL LIGHTING TO AS 1688.

WINDOWS AND SLIDING DOOR
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL FINISH, FRAMES, GLAZING, FIX SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES.
ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE.
WINDOWS / DOORS TO COMPLY TO ENERGY RATING AND REQUIRED GLAZING VALUES.

WATERPROOFING
PROVIDE WATERPROOFING TO ALL BATHROOMS, WC AND LAUNDRY WATERPROOFING MUST COMPLY WITH NCC, AS3799 AND ALL RELEVANT LOCAL CODES.

ROOF
ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. PROVIDE ALL FLASHING, CAPRINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.3.4 OF THE BUILDING CODE OF AUSTRALIA.
HWS TO COMPLY WITH SECTION 4.2(4) OF THE PLUMBING CODE OF AUSTRALIA (Volume 3, NCC 2014).

SMOKE ALARMS
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

WET AREA LEGEND

LHD	LEFT HAND DRAWERS
RHD	RIGHT HAND DRAWERS
TR	TOWEL RAIL
TH	TOILET ROLL HOLDER
SH	SHOWER HEAD

ENERGY RATING VALUES *

WINDOWS VALUES
UVAL, 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS

225 WAFFLE
ANTICON TO ROOFING

* VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

0005167720 04 Sep 2020

This rating is prepared by a non-accredited assessor.

Prepared By: **Lachlan Campbell**
-Lachlan Campbell
-HOLT, ACT, 2015

005187720@OZTA

hstar.com.au

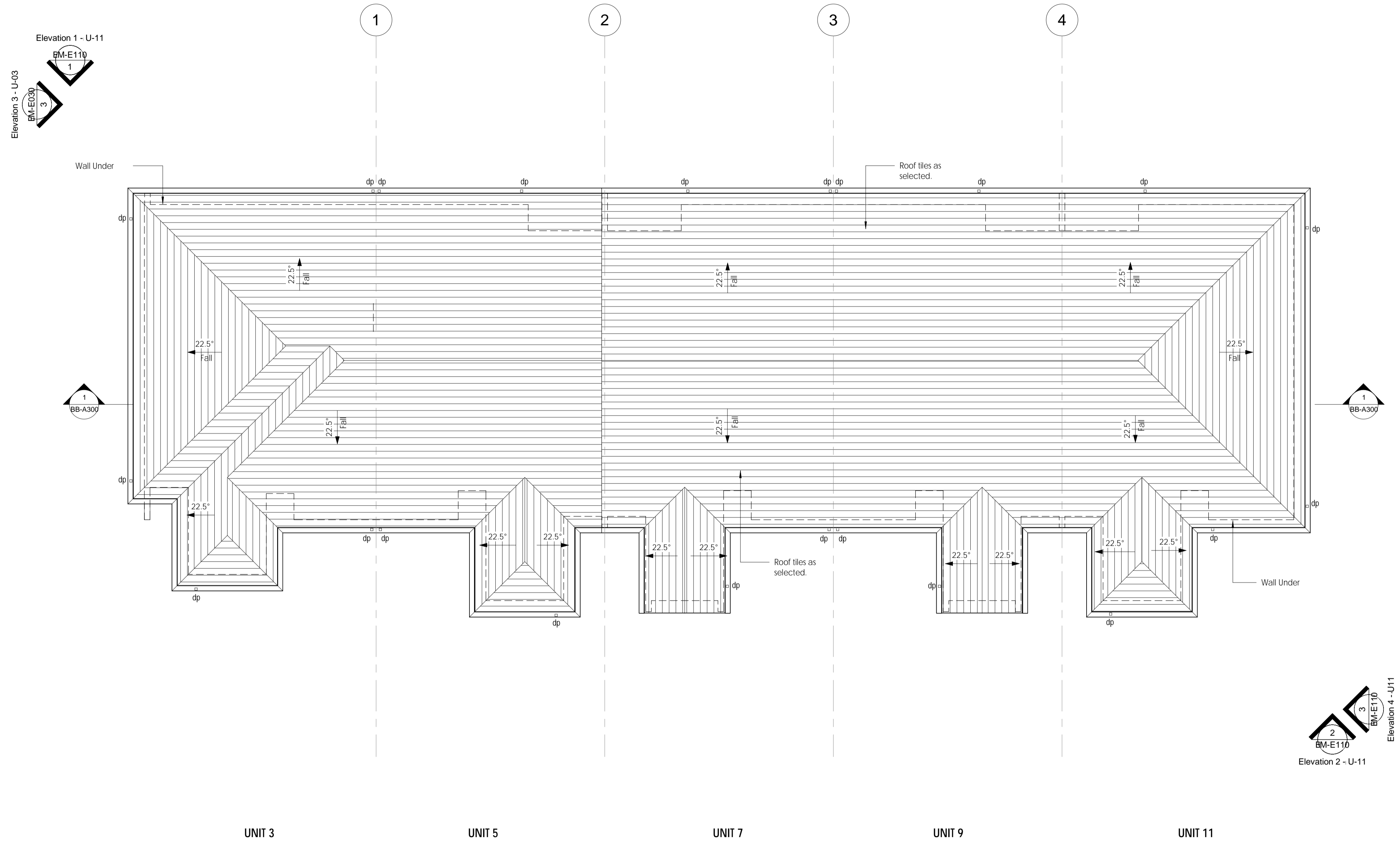


GENERAL ABBREVIATIONS

AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
DP	DOWNPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEER'S SPECIFICATIONS
BM	BEAM OVER TO ENGINEER'S SPECIFICATIONS
PCE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHARD

Rev	DESCRIPTION:	DATE:
G	ADDITIONAL WET AREA NOTES	FR 29.10.20
F	UPDATED ENERGY RATING STAMPS, UNIT 2 - BATHROOM UPDATED TO INCORPORATE BATHSHOWER UNIT. BRICK SKIN REMOVED	FR 10.09.20
C	AMENDED BALUPATED ENERGY RATING VALUES	FR 12.08.20
B	BA Approval	FR 04.08.20
A	BA Approval	DK 10.06.20

PROJECT ADDRESS: Block 8 Section 126 HOLT	PROJECT NAME: Proposed Multi Unit Development	SCALE: As indicated @ A1
DRAWING TITLE: BUILDING B - FLOOR PLAN	CLIENT: Madison Constructions	DATE: 29.10.20
BY: DATE:	JOB No: 17954	DESIGNED / DRAWN: DM/LC/MJ
	DWG No: BB-A100 REV: G	DRAWING STATUS: BA



APPROVAL DATE
20/07/2021

CAPITAL CERTIFIERS
COLA LIC. 2012818
ACN 158 851 239

BUILDING APPROVAL
is amended under s.32 of
the Building Act 2004
CAPITAL CERTIFIERS
PTY LTD
COLA LIC. 2012818
ACN 158 851 239

ENERGY RATING VALUES ★

WINDOWS VALUES
UVAL, 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS

225 WAFFLE
ANTICON TO ROOFING

This rating is prepared by a non-accredited assessor.

0005167720 04 Sep 2020
Prepared By: Lachlan Campbell
- Lorraine Stewart
- HOLT, ACT, 2015

ACT 005167720 - LORRA
hstar.com.au

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

OZTAL
ARCHITECTS

FIRST FLOOR DISCOM
BOXSON SQUARE
DPO BOX 3730 CARBERRA
VIC 3083 2601
PH: (03) 927 3688

SUITE 2, 245 PACIFIC HIGHWAY
NORTH SYDNEY, NSW 2060
PH: (02) 9666 7022

GENERAL ABBREVIATIONS

AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
SP	DOWNPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MIB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

Rev	DESCRIPTION:	BY:	DATE:
F	UPDATED ENERGY RATING STAMPS, UNIT 2 - BATHROOM UPDATED TO INCORPORATE BATHSHOWER UNIT, BRICK SKIN REMOVED	FR	10/09/20
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12/08/20
B	BA Approval	FR	04/08/20
A	BA Release	DK	10/06/20

PROJECT ADDRESS:
Block 8 Section 126 HOLT

DRAWING TITLE:
BUILDING B - ROOF PLAN

PROJECT NAME:
Proposed Multi Unit Development

CLIENT:
Madison Constructions

SCALE:
As indicated @ A1

DATE:
10.09.20

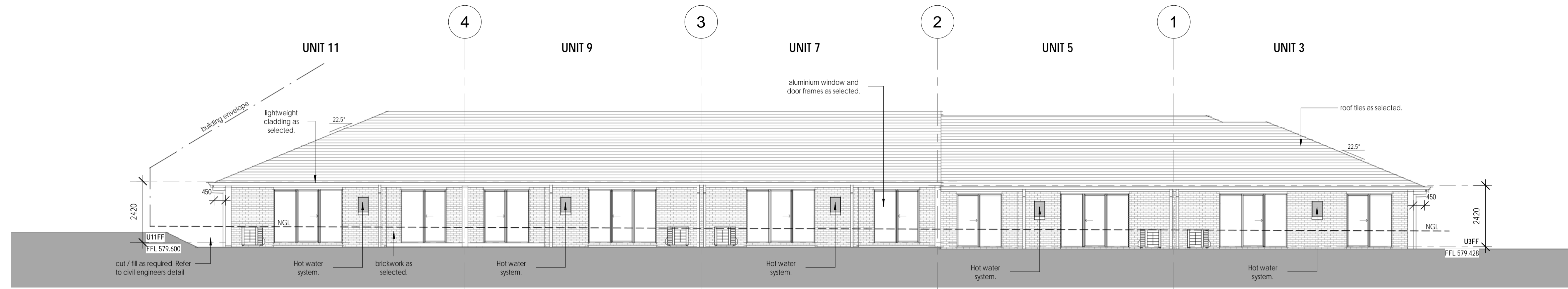
DESIGNED / DRAWN:
DM/MLC/MJ

JOB No:
17954

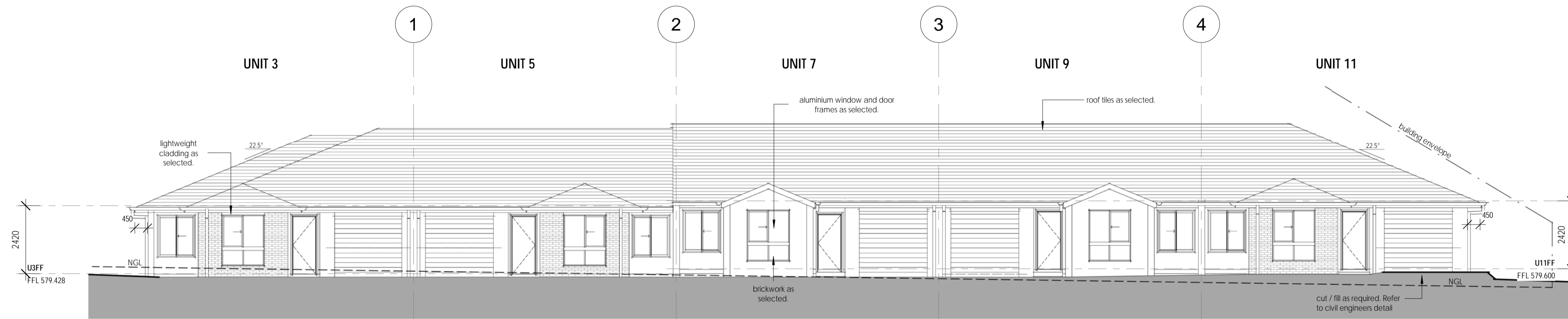
DWG No:
BB-A103

REV: F

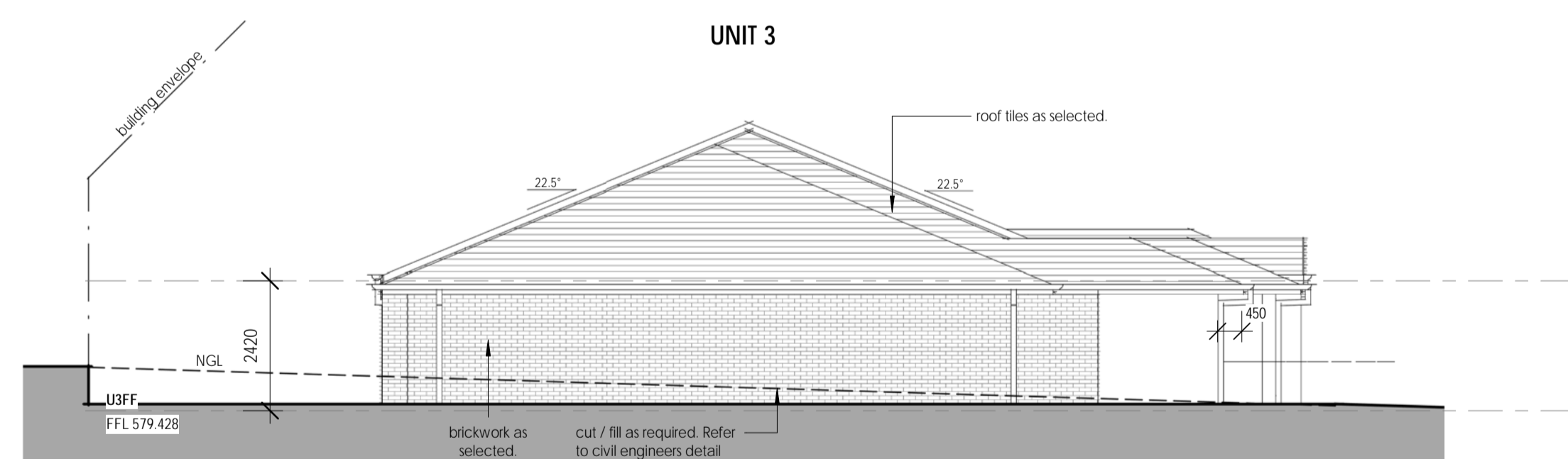
DRAWING STATUS: BA



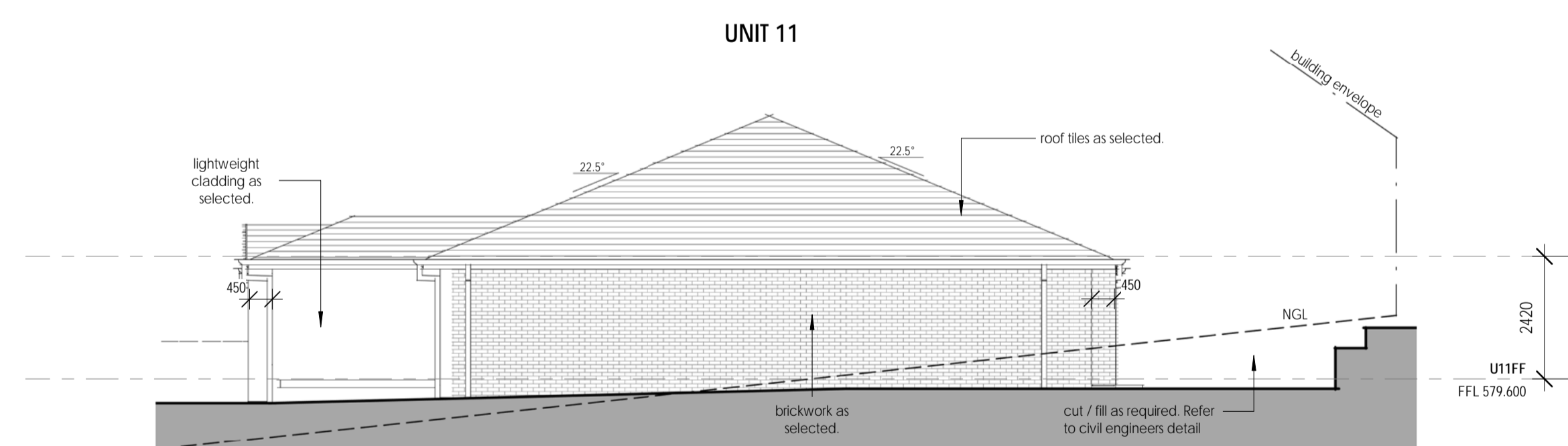
1 Elevation 1
BB-A200 1:100 @ A1



2 Elevation 2
BB-A200 1:100 @ A1



3 Elevation 3
BB-A200 1:100 @ A1



4 Elevation 4
BB-A200 1:100 @ A1

APPROVAL DATE
20/07/2021

CAPITAL CERTIFIERS PTY LTD
COLLA LIC. 2012818
ACN 158 851 239

ENERGY RATING VALUES ★

WINDOWS VALUES UVAL 6.70 SHGC 0.57	This rating is prepared by a non-accredited assessor. Prepared By: Lachlan Campbell HOLT, ACT, 2815 0005167720 04 Sep 2020 holt.com.au
R2 TO WALLS	
R5 CEILING	
R2 TO GARAGE WALLS	
225 WAFFLE ANTICON TO ROOFING	

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

OZTAL
ARCHITECTS

FIRST FLOOR DISCOM: DIXSON SQUARE, 670/684 7/8 CARACERA, CITY ACT 2601, PH: (02) 627 3888

SITE 2, 245 PACIFIC HIGHWAY, NORTH SYDNEY, NSW, 2060, PH: (02) 9666 7022

GENERAL ABBREVIATIONS	
AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
SP	DOWNPIPE
CEL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FROGE
PAN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEER SPECIFICATIONS
BM	BEAM OVER TO ENGINEER SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

PROJECT ADDRESS:
Block 8 Section 126 HOLT

DRAWING TITLE:
BUILDING B - ELEVATIONS

PROJECT NAME:
Proposed Multi Unit Development

CLIENT:
Madison Constructions

SCALE: As indicated @ A1

DATE: 10.09.20

DESIGNED / DRAWN: DM/MLC/MJ

JOB No: 17954

DWG No: BB-A200 REV: F

DRAWING STATUS: BA

Rev	DESCRIPTION:	BY:	DATE:
F	UPDATED ENERGY RATING STAMPS, UNIT 2 - BATHROOM UPDATED TO INCORPORATE BATHSHOWER UNIT, BRICK SKIN REMOVED	FR	10.09.20
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	12.08.20
B	BATHROOM	FR	06.08.20
A	BA Refour	DK	10.06.20

NOTES

General

Builder to provide all labour, materials, fittings, plant, tools, permits, insurance etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing work.

Materials and workmanship to be in accordance with the NCC and Building Code of Australia, the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

External

Ground levels, and steps are approximate only. Actual ground/ site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be in accordance with engineers spec and as per AS 2870-1.

Brick courtyard walls to be 1800mm high, 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500 cts up to 1500mm height max.

Provide yard sumps as required.

Development to comply with best Practice Guidelines - prevent pollution from residential building sites march 2006.

All roof skylights are to be a minimum distance of 1000mm from any adjoining unit boundary.

Footings

Footings to be in accordance with AS 2870 part 1.

Footings to be taken down to solid ground.

Brickwork to comply with AS 3700.

Brickwork as selected.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SA codes. cement mortar: 6 part sand 1 part cement 1 part lime

Lintels for Brickwork Where spans are up to 1500mm provide 150mm bearing onto brickwork. Where spans are over 1500mm provide 230mm bearing onto brickwork. Where steel angles are used ensure that the longer leg is placed vertical.

Galvanised lintels similar to Galintels Spans up to 1000mm: Lintel 75x10mm - T beam 150 Spans 1200 to 2100mm: Lintel 100x100x10mm angle - T beam 150 Spans 2400 to 3000mm: Lintel 150x100x10mm angle - T beam 250 For other spans refer to manufactures spec or engineers detail.

Provide damp proof course at bearer seating level.

Provide stopped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

Provide cavity ventilation, flashings, drainage and the like in accordance with the BCA and all other relevant codes. Provide vertical articulation joints in masonry as per BCA.

External steps to be 75mm reinforced concrete. Rise: 172mm Going: 265mm min. unless otherwise noted.

Termite Protection: Provide an approved proprietary Termite Barrier system in accordance with BCA and all other relevant codes.

Concrete Slab

Reinforced concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required.

Where fill exceeds 400mm provide 230mm x 230mm brick piers on 400x400x250mm concrete pads at 1500 ctrs. with 2 layers (top & bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

Timber Stud Work
All timberwork to comply with the requirements of AS 1684 National Timber Framing Code.

90x35 Pine plates and nogging. Provide second 90x45 top plate to all load bearing walls.

90x35 Pine studs at 450 ctrs to all load bearing walls and at 600 ctrs to non-load bearing walls.

Provide 90x45 18 studs to both sides of openings carrying lintels.

F8 timber to walls supporting trusses with spans greater than 6m.

Timber Floor
All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

100x38 H.W Joists at 450 ctrs or 100x50 F7 oregon joistd may be used.

100x75 HW Bearers on 230mm o brick piers at 1500 ctrs max. Alternatively 100x50F7 oregon. Bearers may be used

Provide ant caps

Where brick piers are not used 250 x 50 F7 oregon joists at 450 ctrs for spans not exceeding 4500mm may be used.

Floor beams as indicated on drawings or as directed by engineer.

Roof

Trusses at 600mm ctrs. fixed to manufactures specifications.

Lintel size to truss manufacturers charts.

Roof pitch as noted on drawings roof cladding - tiles or metal sheeting as noted.

Fascia and gutter as selected.

Plaster/Internal Linings
Wall framing to all rooms to be covered with close joint linings: the joints being backed with either noggings or studs as required by manufacturer. All linings shall be securely fixed.

Plasterboard (min 10mm thick) wall and ceiling lining.

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

50x38mm or 28mm turning channel ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining screw fixed

Fibrous cement sheet wall lining to eaves.

Drainage and Plumbing
Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and recirculation, roof plumbing, flashings and the like as necessitated by the works.

Painter
Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

Electrical

Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

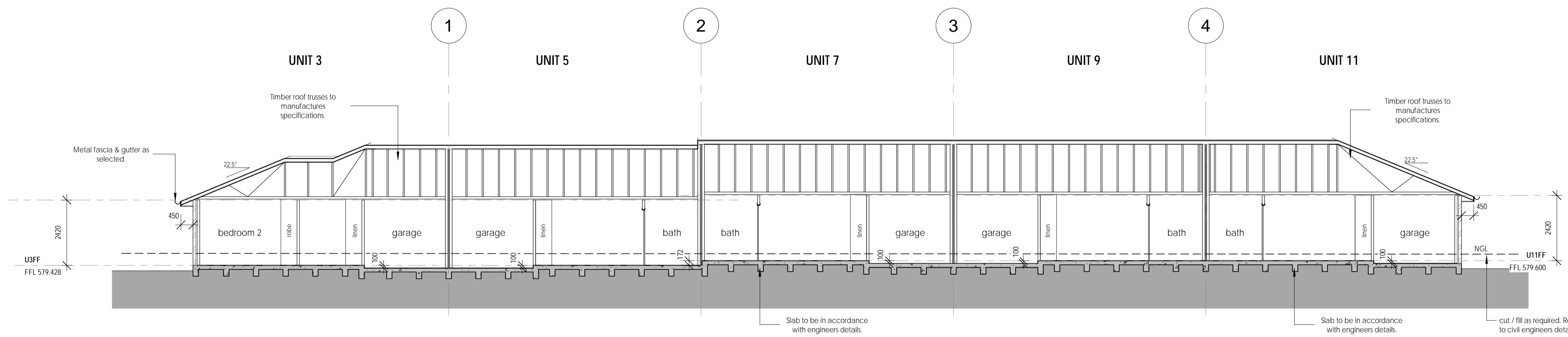
For internal wet areas provide ventilation/exhaust, direct to outside in accordance with BCA and all other relevant codes.

Forward all notices, arrange for all inspections as required by the relevant authorities.

Smoke alarms are to be installed in accordance with BCA, comply with AS 3786 and all other relevant codes. Smoke alarms are to be connected to mainspower with battery back up, and wired in accordance with AS 3000.

Window
Provide all necessary materials, fixings, frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

Glass installation to be in accordance with AS 1288. Thermal performance resaures to be in accordance with energy ratings.



1 Section 1
BB-A300 1:100 @ A1

APPROVAL DATE
20/07/2021

CAPITAL CERTIFIERS PTY LTD
COLA LIC 2012818
ACN 158 851 239

BUILDING APPROVAL is amended under s.32 of the Building Act 2004
CAPITAL CERTIFIERS PTY LTD
COLA LIC. 2012818
ACN 158 851 239

ENERGY RATING VALUES ★

WINDOWS VALUES
UVAL, 6.70 SHGC 0.57

R2 TO WALLS
R5 CEILING
R2 TO GARAGE WALLS
225 WAFFLE
ANTICORN TO ROOFING

This rating is prepared by a non-accredited assessor.

0005167720 04 Sep 2020
Prepared By: Lachlan Campbell
- Lachlan Campbell
- HOLT, ACT, 2815

★ VALUES TO BE CONFIRMED PRIOR TO CONFIRMING WINDOW ORDER

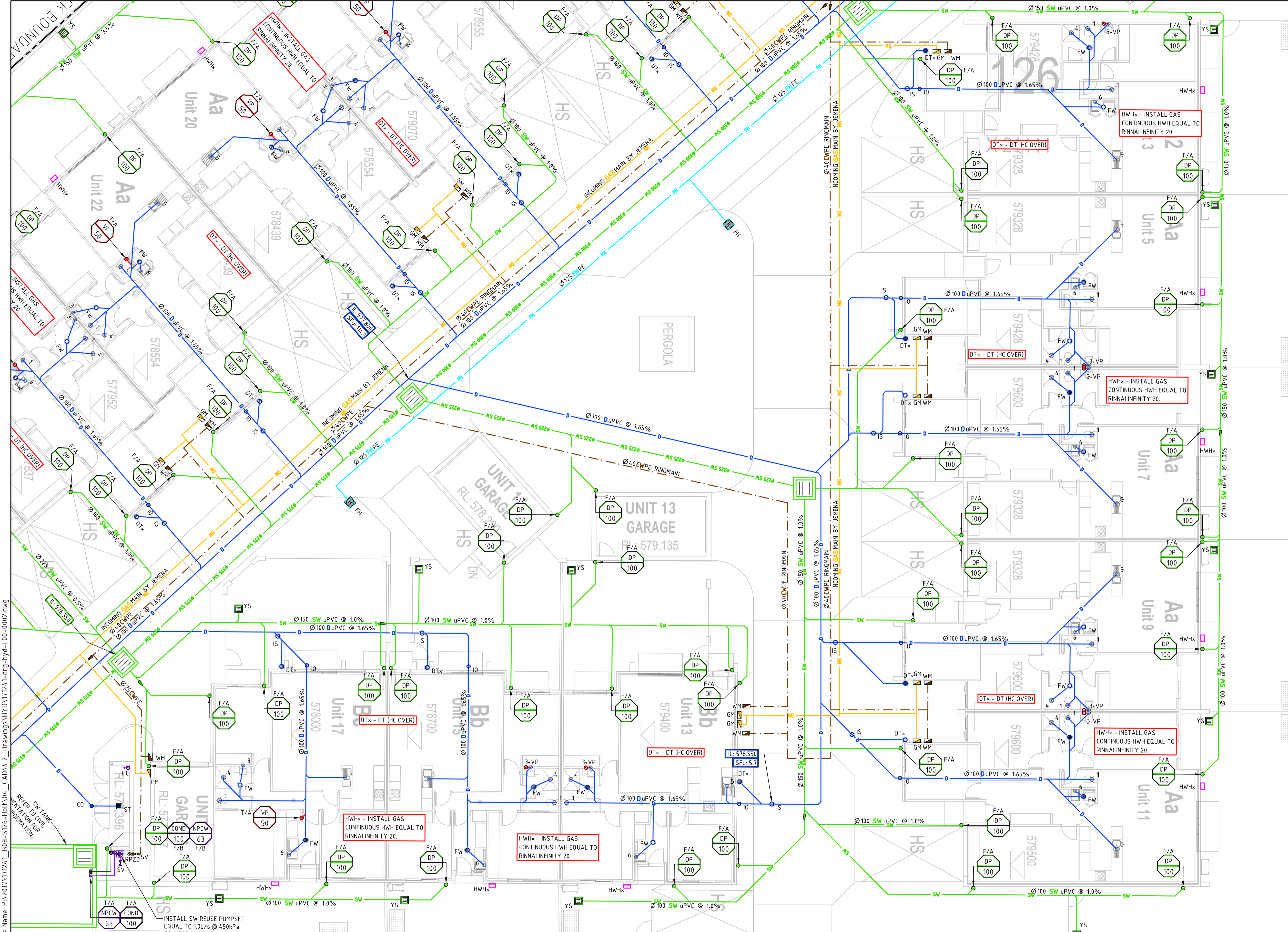
OZTAL ARCHITECTS

GENERAL ABBREVIATIONS

AC	OUTDOOR AIR CONDITIONING UNIT
CONC	CONCRETE
COL	COLUMN
CP	DOWNPIPE
FCL	FINISHED CEILING LEVEL
FTL	FINISHED FLOOR LEVEL
HWS	HOT WATER SYSTEM
FR	FRIDGE
PAN	PANTRY
MB	MALIBOX
NGL	NATURAL GROUND LINE
P	POST TO ENGINEERS SPECIFICATIONS
BM	BEAM OVER TO ENGINEERS SPECIFICATIONS
POE	ELECTRICAL POINT OF ENTRY
RL	RELATIVE LEVEL
HS	HARDSHED

F	UPDATED ENERGY RATING STAMPS, UNIT 2 - BATHROOM UPDATED TO INCORPORATE BATHSHOWER UNIT, BRICK SKIN REMOVED	FR	10.09.20
B	BETWEEN GARAGE & UNIT	FR	12.08.20
C	AMENDED BALUPATED ENERGY RATING VALUES	FR	04.08.20
A	BA Approval	DK	10.09.20
Rev	DESCRIPTION:	BY:	DATE:

PROJECT ADDRESS:	Block 8 Section 126 HOLT	PROJECT NAME:	Proposed Multi Unit Development	SCALE:	As indicated@A1
DRAWING TITLE:	BUILDING B - SECTION	CLIENT:	Madison Constructions	DATE:	10.09.20
				DESIGNED / DRAWN:	DM/LC/MJ
				JOB No:	17954
				DWG No:	BB-A300 REV: F
				DRAWING STATUS:	BA



DRAINAGE PLAN DETAILS

PLAN No: _____
 OWNER: MADISON CONSTRUCTIONS
 BLOCK: 8 SECTION: 126
 SUBURB: HOLT

PLAN OF SANITARY DRAINAGE AND WATER SUPPLY

THE PLUMBING AND DRAINAGE IS DESIGN TO AS/NZS 3500 PLUMBING STANDARDS.

ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE WATER AND SEWER ACT 2000 AND THE WATER AND SEWERAGE REGULATIONS 2001.

SELICK INNOVATION
 PATENT NUMBER: 2013100877
 IMPLEMENTED IN THIS HYDRAULIC DESIGN FOR FURTHER INFORMATION ON THE SELICK INNOVATION, PLEASE CONTACT OUR OFFICE.

BLOCK BOUNDARY

PLUMBING PLAN APPROVED

SIGNATURE: _____
 APPROVED BY: John Chiera
 REG. NUMBER: 199615657
 DATE: 19/07/2021

File Name: P:\2017\171241_008-S126-Holt\104_CAD\4_2_Drawings\HYD\171241-drg-hyd-L00-0002.dwg

Rev	Description	Date	Drawn By
B	WORK AS EXECUTED	19.07.21	JS
A	FOR CERTIFICATION/CONSTRUCTION	31.08.20	JS
2	FOR INFORMATION - AMENDED	22.06.20	JS
1	FOR INFORMATION	14.04.20	JS

Scales

0 2 3 4 5m

1:100 @ A1

North

DO NOT SCALE OFF DRAWINGS. VERIFY ALL DIMENSIONS ON SITE PRIOR TO WORK.
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sellick consultants
 Est. 1965

Client Logo

Madison
 ...live more!

Status			
Original Size	A1	Drawn By	JS
Date Plotted	19-Jul-21	Designed By	LH
Coordinate System	STROMLO GRID	Approved	BW
Height Datum	AHD	Approved Date	19.07.21
		Approved Signature	

Project Name and Location				
PROPOSED MULTI UNIT DEVELOPMENT BLOCK 8 SECTION 126 HOLT				
Drawing Title				
GENERAL ARRANGEMENT GROUND LEVEL - BUILDING B & C				
Project Number	Type	Discipline	Drawing Number	
171241	DRG	HYD	Level	Series No
			L00	00 02 B

Certificate of Currency

Policy Number	BP20200897
Item 1 The Insured:	Asset Property Inspections Pty Ltd; James Meli
Item 2 Address:	48 Stonehaven Cres DEAKIN ACT 2600
Item 3 Professional Services covered by this policy:	Building Inspections, Timber Pest Inspections, Compliance Reports, Energy Efficiency Ratings
Item 4 Description of the Policy:	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
Item 5 Period of Insurance:	From 01/07/2022 To 4.00 pm on 01/07/2023
Item 6 Particulars of Risk:	
	<u>Civil Liability Professional Indemnity</u>
6.1 The Policy Limit is	\$1,000,000 which includes all policy sections
6.2 The Policy Excess is	\$7,500
6.3 The Retroactive Date	01/07/2018
	<u>Public Liability</u>
6.4 Sum Insured	\$10,000,000
6.5 Excess	\$2,500
Date and Place of Issue	31/05/2022 Melbourne, Victoria

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



Najibi Bisso, Manager

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

TAX INVOICE

Sean David Mayberry & Jessica Louise Mayberry

Invoice Date
 20 Mar 2023
Invoice Number
 INV-2023228
Reference
 11/73 Lorroway Street
 HOLT ACT 2615
ABN
 79 627 068 106

Asset Property Inspections
 Pty Ltd
 PO Box 3078
 MANUKA ACT 2603
 AUSTRALIA
 ABN: 79 627 068 106
 Ph: 02 6281 2814

Description	Quantity	Unit Price	GST	Amount AUD
Pre-Purchase Standard Property/Timber Pest Report. Compliance Report. Complimentary EER Report.	1.00	1,260.91	10%	1,260.91
ACTPLA Fee's No GST	1.00	163.00	GST Free	163.00
			Subtotal	1,423.91
			TOTAL GST 10%	126.09
			TOTAL AUD	1,550.00

Due Date: 18 Jul 2023

We accept Direct Deposits as follows:

Account Name: Asset Property Inspections

Bank: ANZ

BSB: 012-084

Account Number: 4164 35681

PLEASE REFERENCE ANY PAYMENT WITH YOUR NAME OR INVOICE NUMBER

Deferred payment terms are available on FULL inspections only (combined building/pest and compliance). They do not apply to individual EER or building /pest reports.

The Client agrees to pay the invoice on settlement or before 120 days, which ever comes first.

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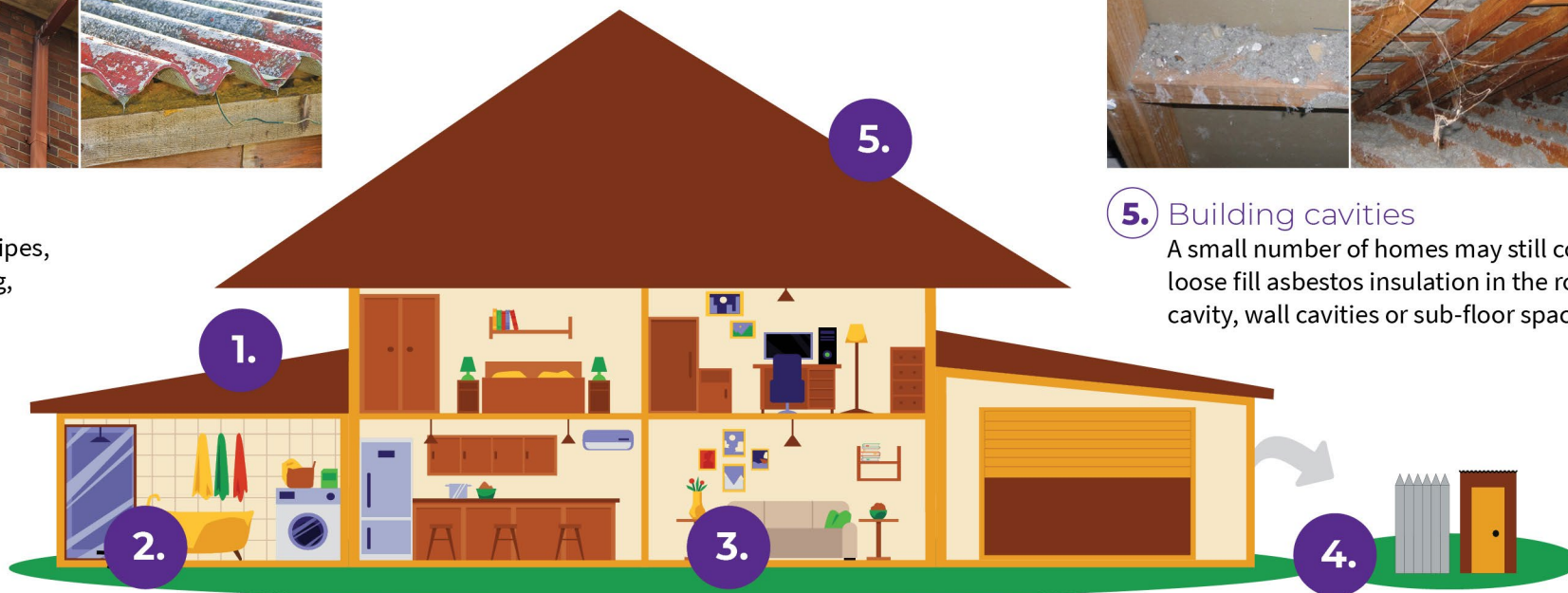
The Client agrees to pay the invoice on settlement or before 120 days, which ever comes first.

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



- 1.** Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



- 5.** Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



- 2.** Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



- 3.** Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



- 4.** Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

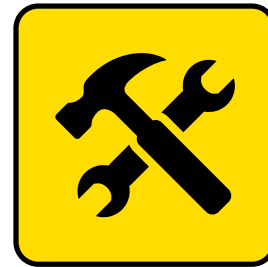
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the *Civil Law (Property) Act 2006* (ACT);

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

- Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;
- Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;
- Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;
- Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;
- Unapproved Structure** has the meaning in the Sale of Residential Property Act;
- Unit** means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;
- Unit Entitlement** for the Unit has the meaning in the Unit Titles Act;
- Unit Title** is the Lease together with the rights of the registered lessee of the Unit;
- Unit Titles Act** means the *Unit Titles Act 2001* (ACT);
- Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT)
- Units Plan** means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 1.2 In this Contract:
- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
 - the singular includes the plural, and the plural includes the singular;
 - a reference to a person includes a body corporate;
 - a term not otherwise defined has the meaning in the Legislation Act;
 - a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- ## 2. Terms of payment
- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- ## 3. Title to the Lease
- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to “section 298” refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to “section 251” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to “section 265” refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

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

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

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

6. Buyer rights and limitations

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

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

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

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

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

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

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

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

- Electronic Workspace** has the meaning given in the Participation Rules;
- Electronically Tradeable** means a land title dealing that can be lodged electronically;
- ELN** has the meaning given in the Participation Rules;
- FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;
- GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;
- Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;
- Land Registry** has the meaning given in the Participation Rules;
- Lodgment Case** has the meaning given in the Participation Rules;
- Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;
- Nominated ELN** means the ELN specified in the Schedule;
- Participation Rules** mean the participation rules as determined by the ECNL;
- Populate** means to complete data fields in the Electronic Workspace;
- Prescribed Requirement** has the meaning given in the Participation Rules;
- Subscribers** has the meaning given in the Participation Rules; and
- Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.
- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction; and
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

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

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

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

17. Compensation claims by Buyer

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

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

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

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

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total

amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case

* Alter as necessary

** Alter as necessary

the period specified in clause 52.6 will apply; and

- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

20. Termination — Seller default

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

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

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