



SYMONS PHILLIPS
LAWYERS

**PARTICULARS AND CONDITIONS OF SALE OF
15/5 McKay Gardens, Turner ACT 2612
BY AUCTION**

TIME OF AUCTION:

DATE OF AUCTION:

PLACE OF AUCTION:

AGENT on account of SELLER

PARTICULARS

All the residue unexpired of the Crown Lease in Register Book Volume 1123 Folio 85 Edition 4 of the land being Unit: 15 Block: 3 Section: 45 Division of Turner in the Australian Capital Territory.

NOTICE TO ALL PROSPECTIVE BUYERS

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

DATED

SYMONS PHILLIPS, Lawyers
for the Seller

Schedule

Land	The unexpired term of the Lease	Unit 15	UP No. 283	Block 3	Section 45	Division/District Turner
	and known as 15/5 McKay Gardens, Turner ACT 2612					
Seller	Full name	S W P Nominees Pty Limited				
	ACN/ABN	ACN 076 682 614 / ABN 27 076 682 614				
	Address	23 Bass Gardens, Griffith, ACT 2603				
Seller Solicitor	Firm	Symons Phillips Lawyers				
	Email	Rebecca.tesic@symonsphillips.com.au				
	Phone	02 6295 5555	Ref Rebecca Tesic			
	DX/Address	PO Box 3098, Manuka ACT 2603				
Stakeholder	Name	Auction Advantage Trust Account				
Seller Agent	Firm	Auction Advantage				
	Email	clientservices@cgfb.com.au				
	Phone	0400 446 605	Ref Frank Walmsley			
	DX/Address	Unit 6/80 Emu Bank, Belconnen ACT 2617				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	As Inspected.				
Date for Registration of Units Plan	Not Applicable					
Date for Completion	On or Before 30 Days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA	
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No		<input type="checkbox"/> Yes

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

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

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

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

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0.00 % per annum
Interest rate if the defaulting party is the Buyer	0.0% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 0.00 (GST inclusive)

Tenancy Summary

Premises	Please refer to Sublease And corresponding Variations of Sublease as attached with this Contract	Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

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

Name	Link Strata Management	Phone	(02) 6260 3722
Address	Unit 3, Level 1/14 Napier Close, Deakin ACT 2600		

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 and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.5 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

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

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

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

17. Compensation claims by Buyer

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

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

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

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

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

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

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

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

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

20. Termination – Seller default

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

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

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

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

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

51.2 ~~Not used. Less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.~~

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 15 UP No. 283
Block 3 Section 45 Turner

ADDITIONAL CLAUSES SCHEDULE

UNIT 15, UP NO. 283 BLOCK 3 SECTION 45 TURNER
(known as Unit 15/5 McKay Gardens, Turner ACT 2612)

54. Contract provisions, additions and amendments

54.1 Contract provisions and inclusions

This Contract includes:

- (a) the Standard Form Clauses, as amended by the Additional Clauses;
- (b) the Additional Clauses;
- (c) the Attachments, as varied in accordance with the Additional Clauses;
- (d) any other document attached or annexed to this Contract and specified as forming part of this Contract;

and those documents form part of this Contract.

54.2 Additional definitions

In this Contract:

Additional Clauses means the additional clauses as set out in this Additional Clauses Schedule consisting of **13** pages but does not include the Attachments.

Asbestos has the meaning given to it by the *Dangerous Substances Act 2004*.

Attachments means collectively, the following attachments to this Contract:

- (a) Title Search Volume 1123 Folio 85;
- (b) Title Search Volume 881 Folio 17 for Common Property;
- (c) Deposited Plan No. 5711;
- (d) Unit Plan No. 283;
- (e) Registered Dealings on Common Property bearing dealing numbers: 812892, 817226, 832734, 1502841, 1895734, 2253631 and 3135410;
- (f) Lease Conveyancing Enquiry;
- (g) Unit Title Certificate;
- (h) Registered Sublease – Dealing Number 1772230;
- (i) Variation of Sublease or Underlease Dealing Number: 2053660 and corresponding Deed of Variation of Sublease dated 8th September 2016;
- (j) Variation of Sublease or Underlease Dealing Number: 3109180 corresponding Deed of Variation of Sublease dated 23rd September 2021.

Building File means the file held by the Department in relation to the construction of the Improvements.

Certificate means a certificate relating to compliance with the Planning Legislation or a building and development provision including (but not limited to) a Final Certificate or a Compliance Certificate.

Completion means:

- (a) completion of this Contract; and
- (b) where relevant, the time of that completion.

Contract means this contract for sale including the documents referred to in clause 54.1.

Department means any department or governing body which has jurisdiction in relation to the Planning Legislation.

Disclosures means the matters disclosed by the Seller to the Buyer in this Contract.

Hazardous Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes: asbestos, polychlorinated biphenyls, heavy metals, chemicals, contaminants and any other matter whether in solid, liquid or gaseous form and whether naturally occurring or man-made.

Heritage Affectations means listing, interim listing, recognition, registration or conservation of the Property or part of the Property as being, or likely to be, of heritage significance under the *Heritage Act 2004* or any Planning Legislation or any recommendation, classification or other affectation in respect of the Property pursuant to any other similar conservation legislation or by any conservation body.

Leases Act means the *Leases (Commercial and Retail) Act 2001* (ACT).

Planning Legislation means all legislation, rules, orders, requirements or directions of any legislature or Relevant Authorities relating to:

- (a) the use of the Land or the Improvements;
- (b) the erection or installation of any Improvements, Services or works on, over or within the Land;
- (c) any dealings with the Land;
- (d) the carrying on of any activity, or the doing of anything on the Land;

and includes the *Planning Act*, the *Building Act* and legislation relating to Property Titles.

Relevant Authorities means all departments or governing bodies which have jurisdiction in relation to:

- (a) the Planning Legislation; and

- (b) dealings with land and buildings in the Australian Capital Territory.

Services includes any services and facilities passing through or to the Land and whether over or within the Land including, but not limited to air, electricity, drainage, sewerage, garbage, water, gas, oil, radio, television, telephone and other forms of communication and includes all pipes, riser ducts and other equipment necessary for those services and facilities.

Standard Form Clauses means all clauses and provisions of the ACT Law Society Contract for Sale version CS10-2024 consisting of 22 pages

.Variations to the Printed Form Clauses

The Standard Form Clauses are varied or amended as follows:

- (a) in clause 1.1, the following defined terms are deleted:
 - (i) Completion; and
 - (ii) Service.
- (b) the following clauses are deleted:
 - (i) clauses 4.2 to 4.5 inclusive;
 - (ii) clauses 7.2.5 and 7.2.6;
 - (iii) clauses 8.3, 8.4 and 8.5;
 - (iv) clauses 9.2 and 9.3;
 - (v) clause 12;
 - (vi) clause 14;
 - (vii) clause 16.2;
 - (viii) clause 22;
 - (ix) clause 24.6;
 - (x) clause 37;
 - (xi) clause 39; and
 - (xii) clauses 40 to 50 both inclusive.
- (c) in clauses 17.1.1(a) and 17.1.2(a), "5% of the Price" is deleted and replaced by "\$1,000.00".
- (d) in clause 18.11, the words "the time" in the first line are deleted and replaced by the words "each time".

54.3 Precedence of provisions

Any discrepancy, ambiguity or inconsistency in this Contract will be resolved by interpreting its provisions in the following order of priority:

- (a) the Additional Clauses;
- (b) the Standard Form Clauses;

- (c) the Attachments;
- (d) any other provision or inclusion.

55. Execution of Contract by the Buyer

55.1 Warranties

The Buyer warrants that:

- (a) it has the power and authority to execute and enter into this Contract and perform and observe all its terms without the consent of any person;
- (b) its entry into this Contract will not breach or create any rights benefitting the Buyer under the *Competition and Consumer Act 2010* (Cth) or the *Foreign Acquisition and Takeovers Act 1975* (Cth);
- (c) it requires no regulatory approvals (unless they have been obtained prior to the date of execution of this Contract) to enter into and complete this Contract, including, for the avoidance of doubt, a written advice from the Australian Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the effect that the Commonwealth Government has no objection to the acquisition by the Buyer of the Property under this Contract;
- (d) it has duly executed this Contract; and
- (e) each person signing this Contract on behalf of the Buyer, whether as an officer, agent, trustee or otherwise has full authority to execute this Contract in that capacity.

55.2 Default

If the Buyer breaches any of the warranties given in clause 55.1 then the Buyer is immediately in breach of an essential term and the Seller may terminate this Contract at any time by written notice to the Buyer (without the notice otherwise necessary under clause 18 of this Contract) and clause 19 of this Contract applies. This Contract remains on foot until it is terminated by the Seller.

55.3 Essential Condition

Each warranty given by the Buyer in clause 55.1 is an essential term of this Contract.

56. Caveat

Notwithstanding any interest of the Buyer in the Property, the Buyer must not lodge a caveat for registration in respect of the Land or the title to the Property prior to Completion.

57. Agent's Commission

57.1 Warranty and indemnity

The Buyer:

- (a) warrants to the Seller that the Buyer has not been introduced to the sale of the Property directly or indirectly through the services of any Agent other than the Seller Agent; and
- (b) indemnifies the Seller against any Costs incurred by the Seller, including payment of commission or any expenses to any Agent, which is due to the Buyer's breach of the warranty in clause 57.1(a).

57.2 Meaning of Costs

For the purposes of clause 57.1(b), Costs means:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants;
- (b) damages, liability, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

57.3 Non merger

The provisions of this clause 57 do not merge on Completion.

58. Notice to Complete

Where the Seller serves a Notice to Complete in accordance with this Contract, the Seller may in its absolute discretion and without any consent of the Buyer, by written notice to the Buyer, unilaterally:

- (a) extend the period for Completion under the Notice to Complete; or
- (b) withdraw that Notice to Complete.

59. Goods and Services Tax ("GST")

59.1 Definition

In this additional clause:

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

Business means the business of leasing the Land; and

GST, supply, supply of a going concern and **taxable supply** have the meaning given to them in the GST Act.

59.2 Supply of a going concern

- (a) The parties acknowledge and agree that:
 - (i) the sale of the Land is a supply of a going concern for the purposes of the GST Act;
 - (ii) the Seller supplies to the Buyer all of the things that are necessary for the continued operation of the Business;

- (iii) the Seller will carry on the Business until the date of the supply of the Business to the Buyer (Completion); and
 - (iv) the sale of the Business constitutes a GST-free supply.
- (b) The Buyer warrants that it is or is required to be registered for the purposes of the GST Act.

59.3 If supply is not a supply of a going concern

- (a) If for any reason this Contract does not give rise to a supply of a going concern then:
- (i) the Buyer must pay to the Seller the amount of the GST and penalties and/or interest properly imposed and payable by the Seller on the sale established by this Contract within 14 days after the Seller's liability for GST for the same is confirmed by correspondence or an assessment from the Commissioner of Taxation; and
 - (ii) the Seller shall deliver to the Buyer a tax invoice in a form which complies with the GST Act and its Regulations.
- (b) The amount of GST, penalties and/or interest payable pursuant to additional clause 59.3(a)(i), if any, shall be a debt due and payable on demand by the Buyer to the Seller. Furthermore, the Buyer agrees and acknowledges that the Land is hereby charged with the Seller's obligation to money in accordance with this clause 59.
- (c) The Seller shall be entitled to rely upon this Contract as endorsing the debt due and payable and may plead this Contract in bar to any defence raised by the Buyer in any proceedings for recovery that may be commenced.
- (d) Should this Contract give rise to a liability to pay GST pursuant to the GST Act, the Buyer agrees to keep the Seller indemnified in respect of any such liability.

59.4 Non merger

This additional clause 59 shall not merge on completion.

60. Breach of Covenant

60.1 Seller's disclosure

The Seller discloses to the Buyer that there may be:

- (a) unauthorized Improvements on the Land;
- (b) other defects (whether as to title or otherwise and whether patent or latent) in the Property;
- (c) breaches of covenant;
- (d) encroachments by or upon the Land or by the Improvements upon easements;

- (e) listings or interim listings of the Land or the Improvements on the Heritage Register;
- (f) the existence of any Hazardous Substance on or affecting the Land or the Improvements; or
- (g) applications which have been made under the Planning Legislation which affect the use of the Land or the erection or installation of any Improvements or Services on, over or within, the Land.

60.2 Buyer's acknowledgment

The Buyer acknowledges to the Seller that, except as otherwise specifically provided by this Contract, the Buyer:

- (a) physically inspected the Property;
- (b) been given an authority for it, and its advisers and consultants, to inspect the Building File;
- (c) had an opportunity to inspect to inspect the Building File and take copies of plans, surveys and other documents;
- (d) had an opportunity to obtain and check a survey in respect of encroachments by or upon the Land or the Improvements upon easements of any kind and the location of the boundaries of the Land;
- (e) has been adequately advised by the Buyer's advisers and consultants in relation to:
 - (i) the Property;
 - (ii) the Building File;
 - (iii) the effect, upon the Property, of the Planning Legislation, or any application, order, consent, approval or other matter, made under, or in relation to, the Planning Legislation;
 - (iv) any Heritage Affectations; and
 - (v) all documents forming part of this Contract;
- (f) has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Seller (or by any person on the Seller's behalf) in respect of:
 - (i) the nature of the Property;
 - (ii) the neighbourhood in which the Property is located;
 - (iii) the condition and state of repair of the Property;
 - (iv) the suitability of the Property for any particular purpose or use;
 - (v) any rights or privileges relating to the Property; or

(vi) any matter which has, or may have, any effect on the Property;

except those warranties that are contained within this Contract or are unable to be excluded at law; and

(g) is aware that:

(i) the subject matter of this sale does not include any licence or authorization under the Planning Legislation; and

(ii) the Seller has entered into this Contract on the basis that all the acknowledgements, representations and warranties made by the Buyer under this Contract are true, correct and not misleading.

60.3 Buyer's warranties

The Buyer warrants to the Seller that, because of the Buyer's own inspection and enquiries and its reliance upon advice received from its advisers and consultants, the Buyer:

(a) is satisfied as to the nature of the Land and the Property;

(b) accepts the Land and the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation;

(c) is satisfied about the purposes for which the Land and the Property may be used and about all restrictions and prohibitions on its use;

(d) in entering into this Contract, has relied entirely on enquiries relating to the Land and the Property made by the Buyer or on the Buyer's behalf;

(e) has taken into account the Disclosures; and

(f) has obtained appropriate independent advice on and is satisfied about:

(i) the Buyer's obligations and rights under this Contract;

(ii) the nature of the Land and the Property and the purposes for which the Land and the Property may be lawfully used; and

(iii) the Buyer's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1997* for depreciation of any plant or equipment in the Improvements and the Goods or in connection with the cost of construction of the Improvements and the Goods.

60.4 Buyer's further acknowledgement

In consequence of the Disclosures and the acknowledgements by the Buyer under this Contract, the Buyer acknowledges that it takes title subject to the matters contained in this Contract and agrees not to make any objection, requisition or claim for compensation in respect of:

(a) any encroachment by or upon the Property or by the Improvements upon any easements of any kind and the location of the boundaries of the Land; or

- (b) any breach of the *Building Act*, the *Land Act*, the *Buildings (Design and Siting) Act 1964* or any other Planning Legislation;
- (c) any matter disclosed in the Building File; or
- (d) any Heritage Affectations; or
- (e) any misrepresentation (other than a fraudulent misrepresentation), made by, or on behalf of, the Seller or its Agents, advisers or consultants in relation to the Property; or
- (f) the present state of repair, condition, dilapidation or infestation of the Land and the Improvements; or
- (g) the condition or existence or non-existence of Services; or
- (h) the ownership or location of any fuel storage tank or facility; or
- (i) the Disclosures.

60.5 Seller under no obligation

Except as required within this Contract, the Seller will not be obliged to:

- (a) apply for, or obtain, any approvals or permits under the Planning Legislation in respect of the Property;
- (b) apply for, or obtain, or hand over, any Certificate; or
- (c) do any work upon the Land.

60.6 Seller's Warranties

The Seller warrants that:

- (a) it will take all risk for the mechanical breakdown or reasonable wear and tear which may affect the Property between the date of this Contract and Completion;
- (b) to the best of the Seller's knowledge the Disclosures are complete and accurate;
- (c) it has not intentionally omitted any information from the Disclosures; and
- (d) It will provide the Buyer with a notice of any material change in the Disclosures that it becomes aware of, whether prior to the date of this Contract or up until Completion.

60.7 Seller's Acknowledgements

The Seller acknowledges to the Buyer that:

- (a) The Buyer has relied on the Disclosures and the Seller's Warranties in entering into the Contract; and,

- (b) The Buyer has entered into the Contract on the basis that all acknowledgements, representations and warranties made by the Seller are true, correct and not misleading.

61. Damages for delay in Completion

- 61.1** Subject to any other right under this Contract, including a right of rescission, the Buyer is not entitled to claim any damages for any delay by the Seller in completing this Contract.
- 61.2** If, due to the default of the Buyer, Completion does not occur by the Date for Completion, the Buyer must pay to the Seller, as liquidated damages, on Completion:
- (a) interest on the Price at the rate of 10% per annum, calculated on a daily basis from the Date for Completion until Completion; and
 - (b) in addition to any other damages to which the Seller is entitled both at law and under this Contract, the Seller acting reasonably may apply the amount of \$770.00 (including GST) towards the Seller's legal costs and disbursements .
- 61.3** The Buyer agrees that:
- (a) the damages payable by the Buyer to the Seller under clause 61.2 is a genuine and honest pre-estimate of loss to the Seller for the delay in Completion; and
 - (b) those damages must be paid on Completion.

62. Sublease

- 62.1** In this additional clause 62:
- (a) **"Sublease"** means the Sublease as referred to in the Tenancy Summary a copy of which is attached.
 - (b) **"Tenant"** means the Lessee under the Sublease referred to in the Tenancy Summary.
- 62.2** The Buyer warrants having read, or has been given the opportunity to read, the Sublease and is aware of the terms, covenants and obligations and agrees that it will not be entitled to refuse to complete or delay Completion of this Contract or make any objection, requisition or claim for compensation by reason of anything contained in the Sublease.
- 62.3** The Buyer recognizes the estate and rights of the Tenant and the Buyer undertakes at all times after Completion:
- (a) to observe the obligations of the Lessor under the Sublease; and
 - (b) to indemnify the Seller and keep the Seller indemnified against any damages, claims or actions arising out of any breach, on or after Completion, by the Buyer, of any of the obligation of the Lessor under the Sublease.
- 62.4** Excluded from the sale are fixtures and fittings, loose furniture and personal items of the Tenant under the Sublease or any employee, invitee or visitor of the Tenant. The Buyer warrants that it relies entirely on its inquiries in identifying them and will make no requisition, objection or claim for compensation against the Seller in respect of them.

- 62.5** The Seller does not warrant that, at the Date of Completion:
- (a) the Tenant will be in possession of the premises that are subject of the Sublease;
 - (b) the Tenant will not be in breach of its Sublease;
 - (c) the Seller has complied with the provisions of the **Leases Act**;
 - (d) the Sublease will be enforceable or legally binding.
- 62.6** The Buyer warrants that it does not rely on any amendments or warranties made by or behalf of the Seller and not contained in the Contract regarding the Sublease or the terms under which the Tenant occupies the premises the subject of the Sublease.
- 62.7** The Seller will be entitled to any rent, outgoings and other moneys payable under the Sublease up to and including Completion and the parties will make appropriate adjustments of any amount paid in advance on Completion.
- 62.8** On Completion, the Seller will provide the Buyer, the Notice of Attornment addressed to the Tenant under the Sublease;
- 62.9** The Buyer, on Completion, shall:
- (a) release the Seller as Lessor, under the Sublease;
 - (b) indemnify the Seller, and keep it indemnified, from and against all claims, loss, damage and cause of actions arising out of any breach, on or after Completion, by the Buyer and any assignee or successor in title to the Buyer, of any of those terms, covenants and obligation as lessor, under the Sublease.
- 62.10** The parties acknowledge that the Seller is prohibited from engaging in the following from the date of this Contract until Completion without the Buyer's prior written consent:
- (a) placing the Tenant in notice in the event of default;
 - (b) terminating the Sublease;
 - (c) surrendering the Sublease; and
 - (d) varying the terms of any of the Sublease or other such Sublease dealings without the knowledge and approval of the Buyer.

63. Directors' guarantee, indemnity and undertaking

63.1 In consideration of the Seller entering into this Contract to sell the Property at the request of the Buyer's director/s:

.....
[insert full name of Director]

of
[insert full address of Director]

and
[insert full name of Director]

of
[insert full address of Director]

and
[insert full name of Director]

of
[insert full address of Director]

(collectively, "the Buyer's Directors"), the Buyer's Directors agree to guarantee to the Seller:

- (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion; and
- (b) the payment of the balance of the Price and any other payment pursuant to this Contract by the Buyer to the Seller and to third parties.

63.2 This is a continuing guarantee and binds the Buyer's Directors notwithstanding:

- (a) the subsequent death, bankruptcy or liquidation of any one or more of the Buyer and the Buyer's Directors;
- (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to the Buyer's Directors; or
- (c) completion of this Contract.

63.3 In the event of any breach by the Buyer of an obligation or payment covered by this guarantee, including the payment of the balance of the Price, the Seller may proceed to recover the amount claimed as a debt or as damages from the Buyer's Directors without having instituted legal proceedings against the Buyer or exhausting the Seller's remedies against the Buyer.

63.4 The Buyer's Directors agree to keep the Seller indemnified against any liability, loss, damage, or claim which the Seller may incur in respect of this Contract and arising from any act or omission of the Buyer.

Executed as a Deed by)
)
.....)
[insert full name of Director])
in the presence of:)

.....
Signature of Witness

.....
Print full name of Witness

.....
Print address of Witness

.....
Signature of Director

.....
Print full name of Director

Executed as a Deed by)
)
.....)
[insert full name of Director])
in the presence of:)

.....
Signature of Witness

.....
Print full name of Witness

.....
Print address of Witness

.....
Signature of Director

.....
Print full name of Director

Executed as a Deed by)
)
.....)
[insert full name of Director])
in the presence of:)

.....
Signature of Witness

.....
Print full name of Witness

.....
Print address of Witness

.....
Signature of Director

.....
Print full name of Director

EXECUTION PAGE

SELLER:

EXECUTED by **S W P Nominees Pty Limited**)
ACN 076 682 614 in accordance with section 127)
of the *Corporations Act 2001*:)

Signature of Director

SCOTT WILLIAM PARSONS

Print full name of Director [BLOCK LETTERS]

Signature of Director/Secretary

MARIE DAWN PARSONS

Print full name of Director/Secretary [BLOCK LETTERS]

BUYER:

EXECUTED by)
)
.....)
[insert name of company])
)
ACN)
in accordance with s.127 of the *Corporations*)
Act 2001:)

Signature of Director

Print full name of Director

Signature of Director/Secretary

Print full name of Director/Secretary

OR

SIGNED by)
)
..... and)
[if applicable])
)
.....)
)
in the presence of:)

Signature of

Signature of Witness

Print full name of Witness [BLOCK LETTERS]

Signature of

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Turner Section 45 Block 3 on Deposited Plan 5711 with 16 units on Unit Plan 283

Unit 15 (Class A) entitlement 60 of 1000, 2 subsidiaries

Lease commenced on 08/12/1982, terminating on 25/02/2081

Proprietor

S W P Nominees Pty Limited

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
18/11/2011	1772230	Sublease to Maven Dental Group Pty Limited of the whole of the land Exp 29/09/2026
05/10/2016	2053659	Change of Name on Sub Lease (SL1772230)
05/10/2016	2053660	Variation Sublease/Underlease - extended to 29/09/2021 (SL1772230)
24/09/2021	3109180	Variation Sublease/Underlease (1772230)

End of interests

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Turner Section 45 Block 3 on Deposited Plan 5711 with 16 units on Unit Plan 283

Lease commenced on 08/12/1982, terminating on 25/02/2081

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 283

Link Corporate Services P/L PO Box 154 Curtin ACT, 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
16/10/1992	812892	Change of Address for Service of Notices
05/11/1992	817226	Special Resolution Altering Articles
26/02/1993	832734	Application to Register Court Order
13/12/2006	1502841	Change of Address
16/12/2013	1895734	Application to Note Special Resolution
13/01/2020	2253631	Application to Note Special Resolution
28/01/2022	3135410	Application to Note Special Resolution

End of interests

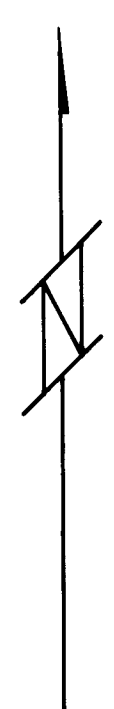


DIAGRAM NOT TO SCALE

REFERENCE MARKS

- ⊙ Denotes G.I.P. in road 1-83 radially from T.P.
- ⊙ " C.B. " " 1-83 " " T.P.

(Except as otherwise shown)

Azimuth: A-B (Strom)

I, NEVILLE HALL of CANBERRA a surveyor registered under the Surveyors Ordinance 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1976 and was completed on 6th AUGUST 1980

(Signature) *Neville Hall 9-3-80*

Surveyor registered under the Surveyors Ordinance 1967-1975
 DATES OF SURVEY: OCT. 1973, AUGUST 1978 & AUGUST 1980

I certify that this plan is the plan prepared in accordance with Section 6 of the Districts Ordinance 1968

[Signature]
 16.2.82
 Commonwealth Surveyor-General

PLAN OF
BLOCK 3 SECTION 45

DIVISION: TURNER
 DISTRICT: CANBERRA CENTRAL

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:1000

Field Books: K6525

0 10 20 40 60 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the TWENTIETH day of APRIL 1982 at 10 minutes past 12 o'clock in the AFTER noon

Approved *[Signature]*
 Registrar of Titles.

DEPOSITED PLAN
5711

81/2236

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Sheet No 1 of 10 Sheets

Block 3
Register Book Volume 862

Section 45
Folio 80

Division of TURNER
Deposited Plan No. 5711

I, M W HICKEY of PO BOX 21, HACKETT ACT, a surveyor registered under the Surveyors Ordinance 1967, hereby certify that—

- (a) the diagram on this sheet shows —
 - (i) the boundaries of the above-mentioned parcel of land,
 - *(ii) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be sub-divided, and
 - †(iii) the boundaries at ground level, or projected to ground level, of the extremities of each building, or building in the course of erection, on the parcel, and
- †(b) each building, or building in the course of erection, on the parcel is wholly within the parcel except to the extent to which—
 - (i) any awns and guttering (including downpipes) that form, or are to form, part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937, or
 - (ii) any rigid awning that forms, or is to form, part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands, or will stand, on land that forms part of a place that is a public place within the meaning of that Ordinance

Dated this TENTH day of SEPTEMBER 1982

M. W. Hickey
Registered Surveyor

*Delete if not applicable
†Delete if there is no building, or building in the course of erection, on the parcel

Address of the Corporation for service of documents
c/o PHIPSON NOMINEES PTY LIMITED
12TH FLOOR NATIONAL MUTUAL CENTRE
DARWIN PLACE CANBERRA CITY ACT.

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

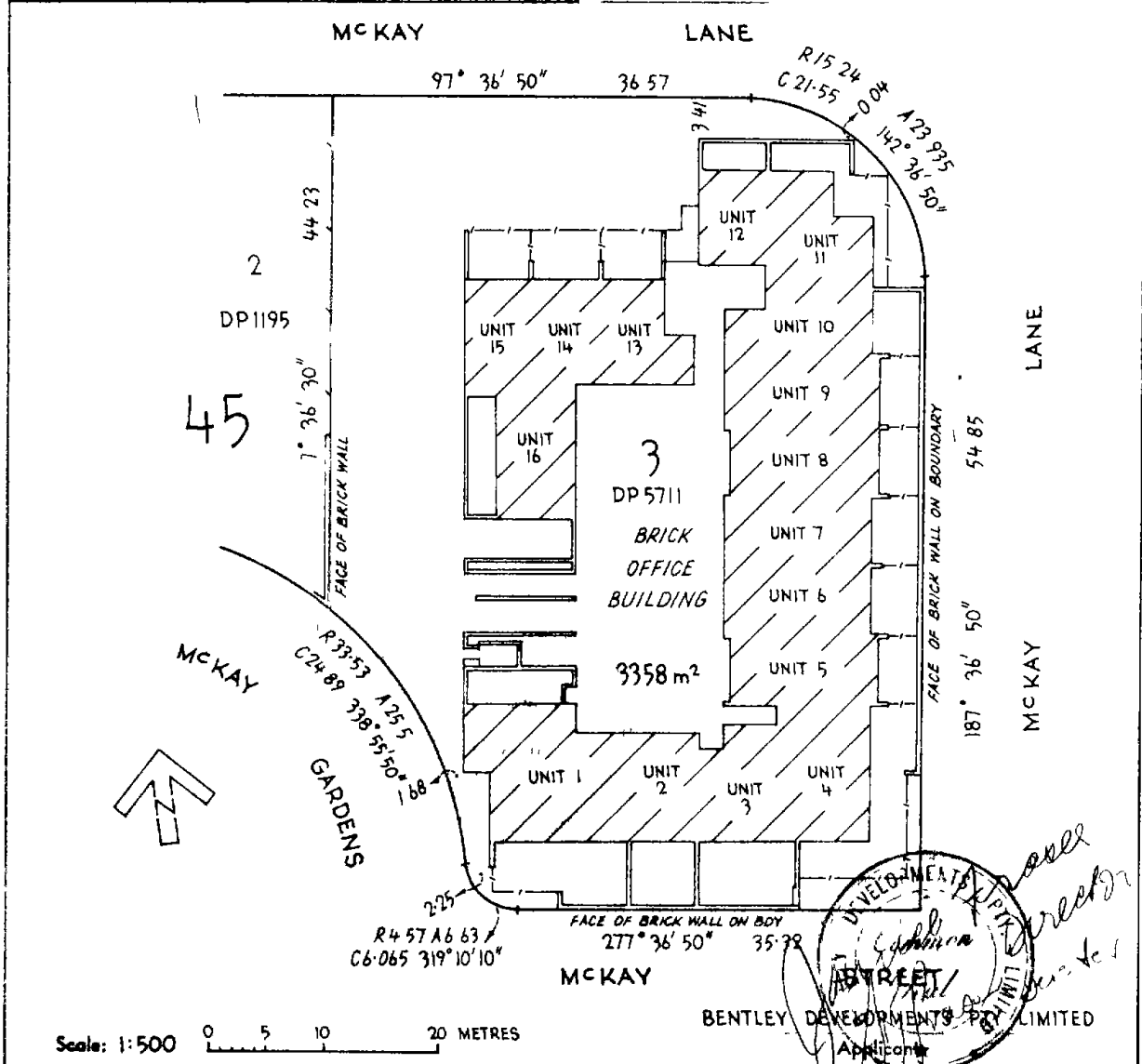
Dated this third day of December 19 82. 3/12/82 JS

Delegate of the Minister of State for the Capital Territory

Registered by me on the EIGHTH day of DECEMBER, 1982, at FOUR o'clock in the AFTER noon, the number allocated to the Units Plan being 283. The terms of the leases of the units and the lease of the common property expire on the TWENTY-FIFTH day of FEBRUARY 2083.



SITE PLAN



FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Block 3, Section 45, Division of TURNER

UNIT SUBSIDIARIES

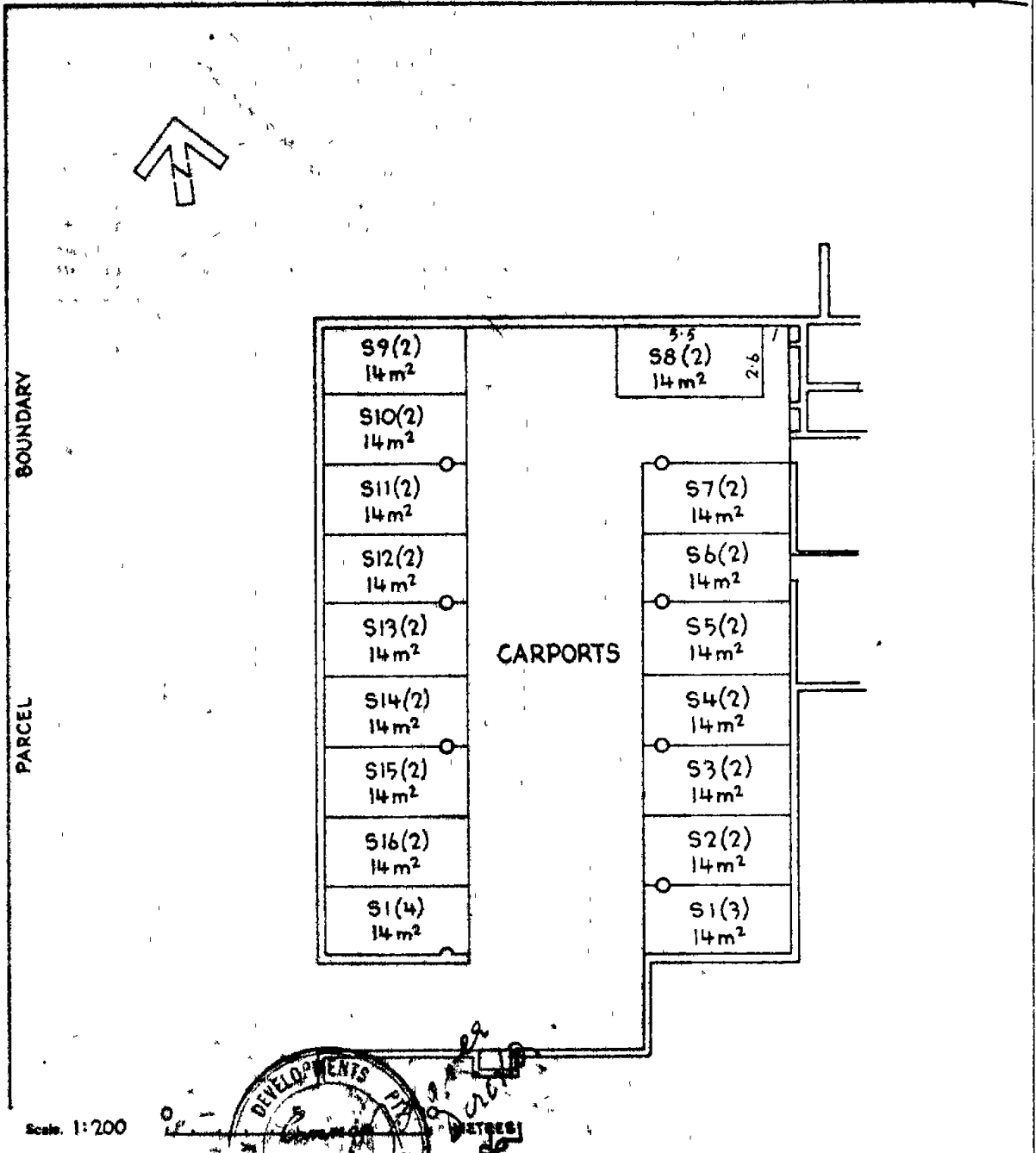
FLOOR PLAN

(1) BASEMENT

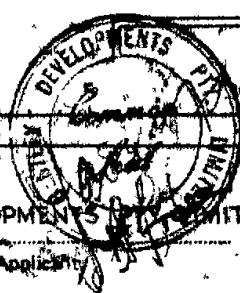
(1) Number of floor

MCKAY

LANE



Scale: 1:200



BENTLEY DEVELOPMENTS PTY LIMITED

Applicant

Delegate of the Minister of State for the Capital Territory

John [Signature]

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Block 3 Section 45 Division of TURNER

ONE LEVEL CLASS A UNITS AND UNIT SUBSIDIARIES

FLOOR PLAN

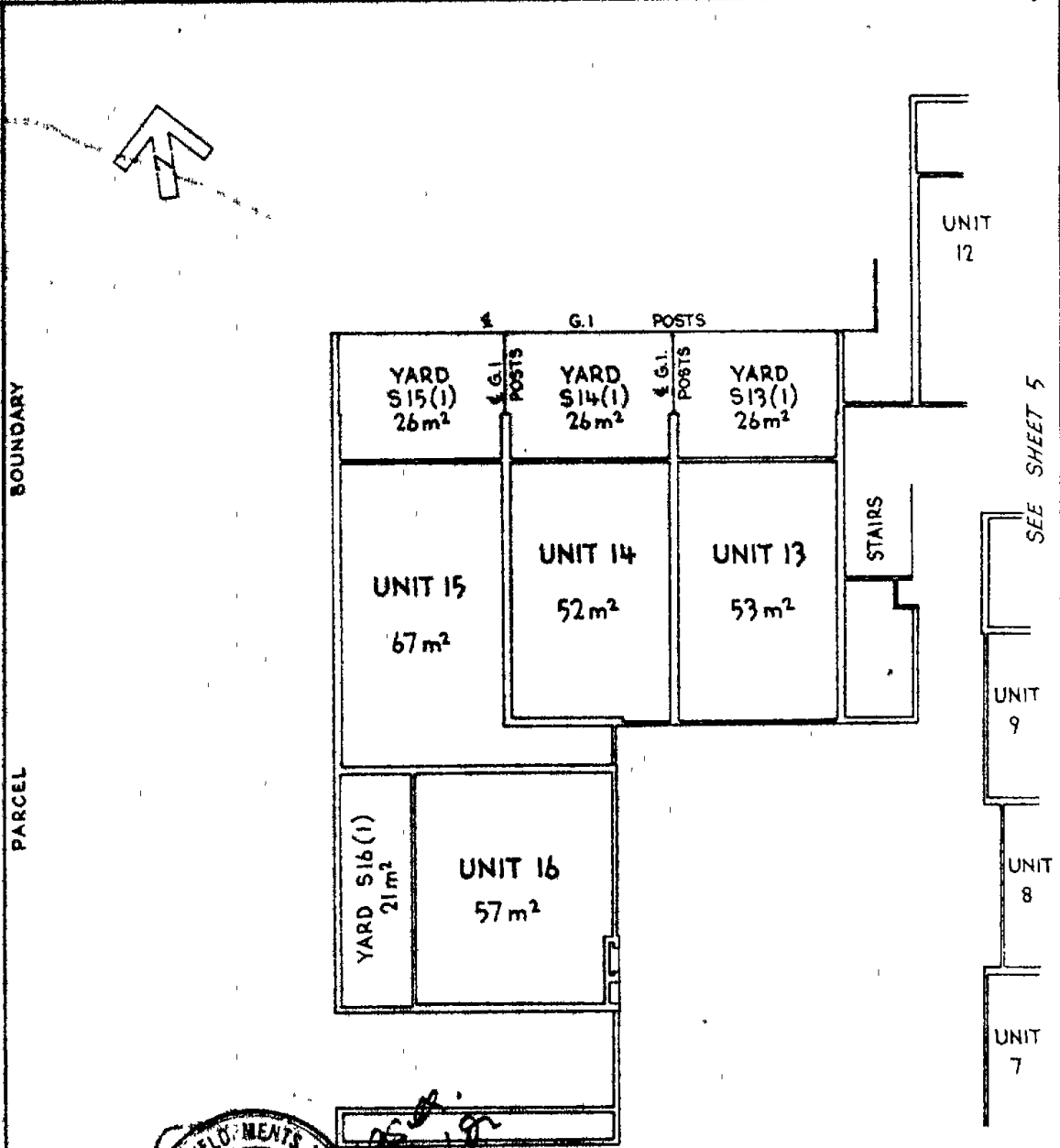
YARD SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE UNDERSIDES OF THE OVERHANGING EAVES AND THE HORIZONTAL PROLONGATIONS THEREOF

(1) GROUND

MCKAY

LANE

143 Number of floor



SEE SHEET 5

Scale 1:200

METRES

SEE SHEET 7

BENTLEY DEVELOPMENTS LIMITED

Applicant

Delegate of the Minister of State for the Capital Territory



[Handwritten Signature]

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Block 3, Section 45, Division of TURNER

UNITS 8, 9, 11 & 12
ONE LEVEL CLASS A UNITS
AND UNIT SUBSIDIARIES

FLOOR PLAN

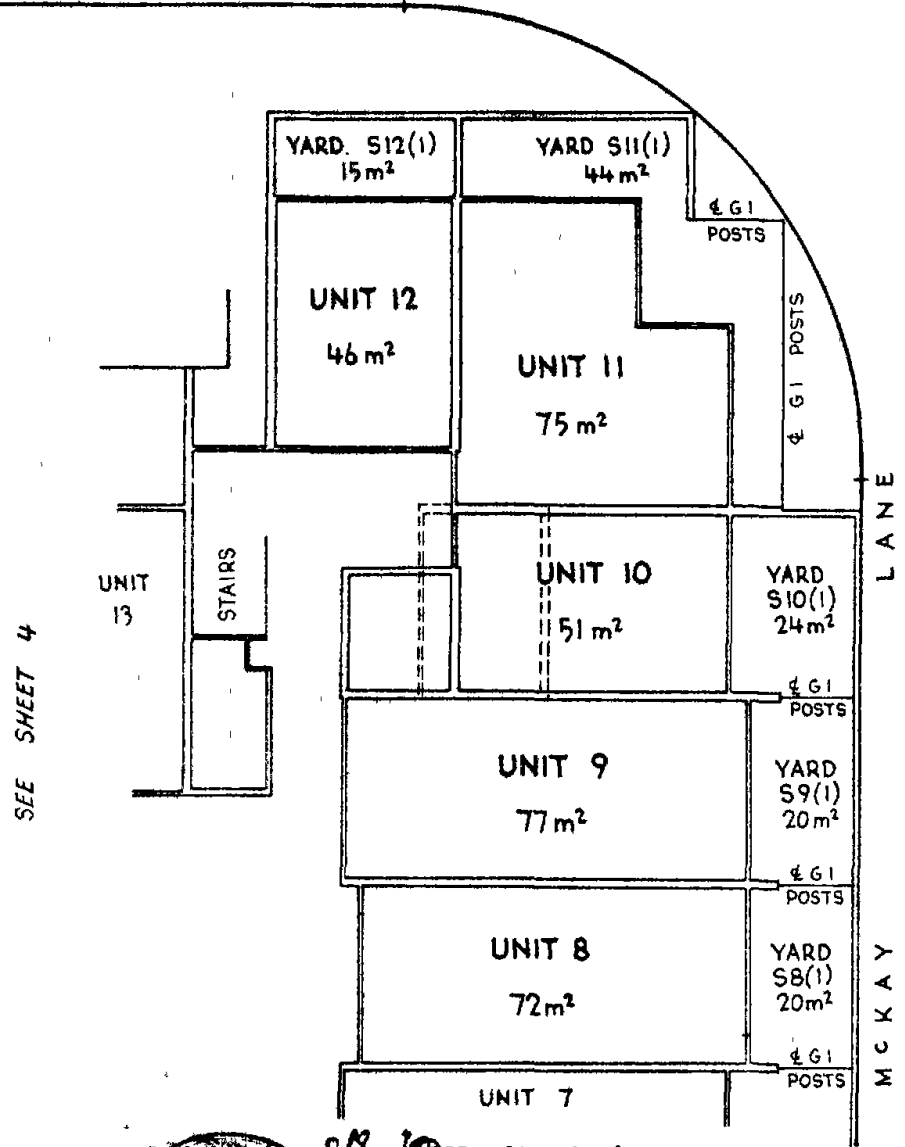
YARD SUBSIDIARIES ARE LIMITED
IN HEIGHT TO THE UNDERSIDES OF
THE OVERHANGING EAVES AND THE
HORIZONTAL PROLONGATIONS THEREOF

(1) GROUND

(1) Number of floor

UNIT 10
TWO LEVEL CLASS A UNIT & UNIT SUBSIDIARY (REFER TO SHEET 8)

MCKAY LANE



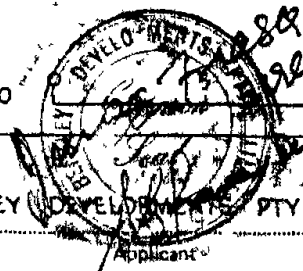
SEE SHEET 4

SEE SHEET 6

Scale: 1:200

10 METRES

BENTLEY DEVELOPMENTS PTY LIMITED



Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Block 3 Section 45 Division of TURNER

ONE LEVEL CLASS A UNITS AND UNIT SUBSIDIARIES

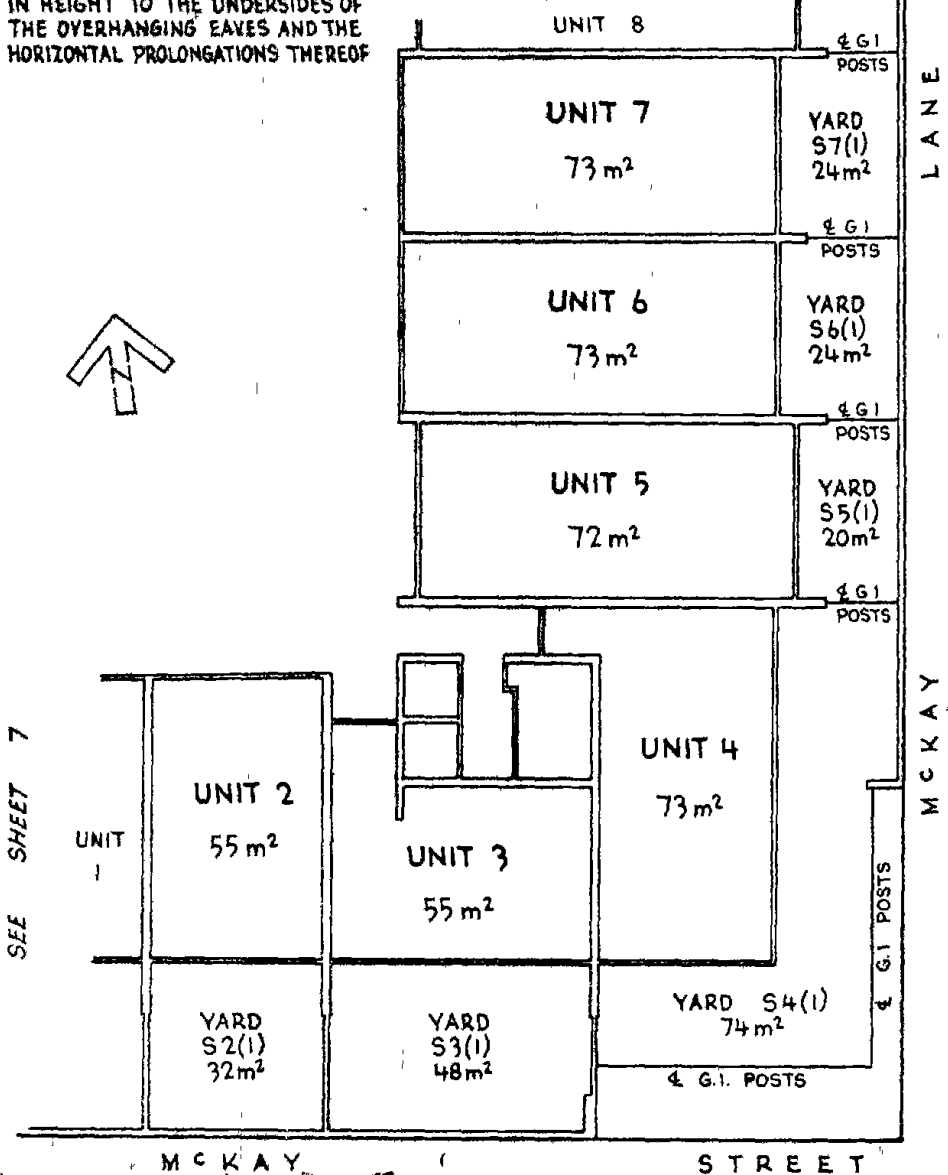
FLOOR PLAN

(1) GROUND

(1) Number of floor

YARD SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE UNDERSIDES OF THE OVERHANGING EAVES AND THE HORIZONTAL PROLONGATIONS THEREOF

SEE SHEET 5



Scale: 1:200



BENTLEY DEVELOPMENTS LIMITED

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

Block 3, Section 45, Division of TURNER

ONE LEVEL CLASS A UNIT AND UNIT SUBSIDIARIES

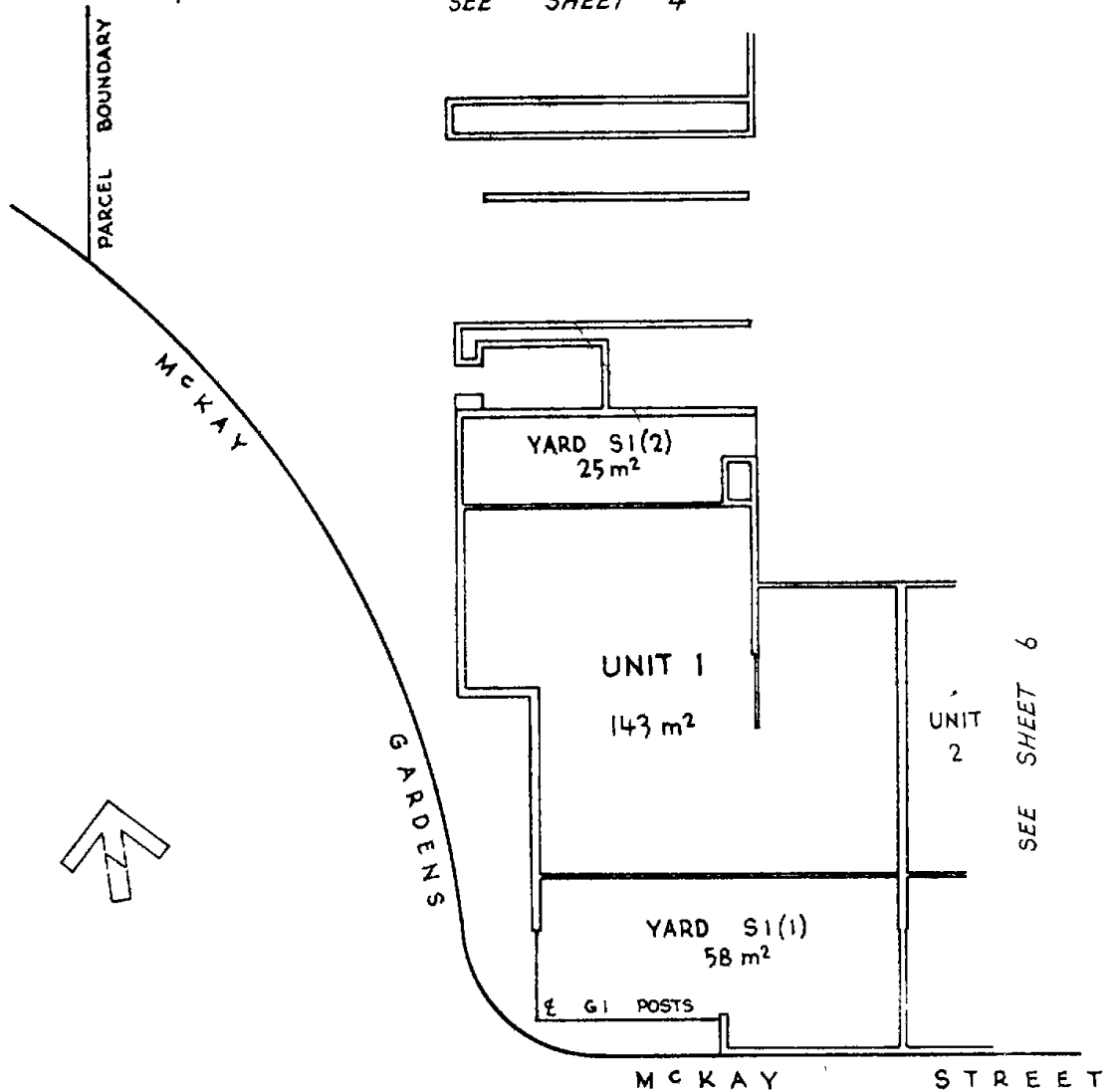
FLOOR PLAN

(1) GROUND

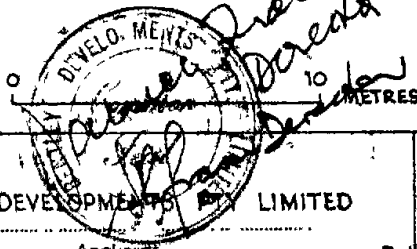
YARD SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE UNDERSIDES OF THE OVERHANGING EAVES AND THE HORIZONTAL PROLONGATIONS THEREOF

(1) Number of floor

SEE SHEET 4



Scale: 1:200



BENTLEY DEVELOPMENTS LIMITED

Applicant

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 283

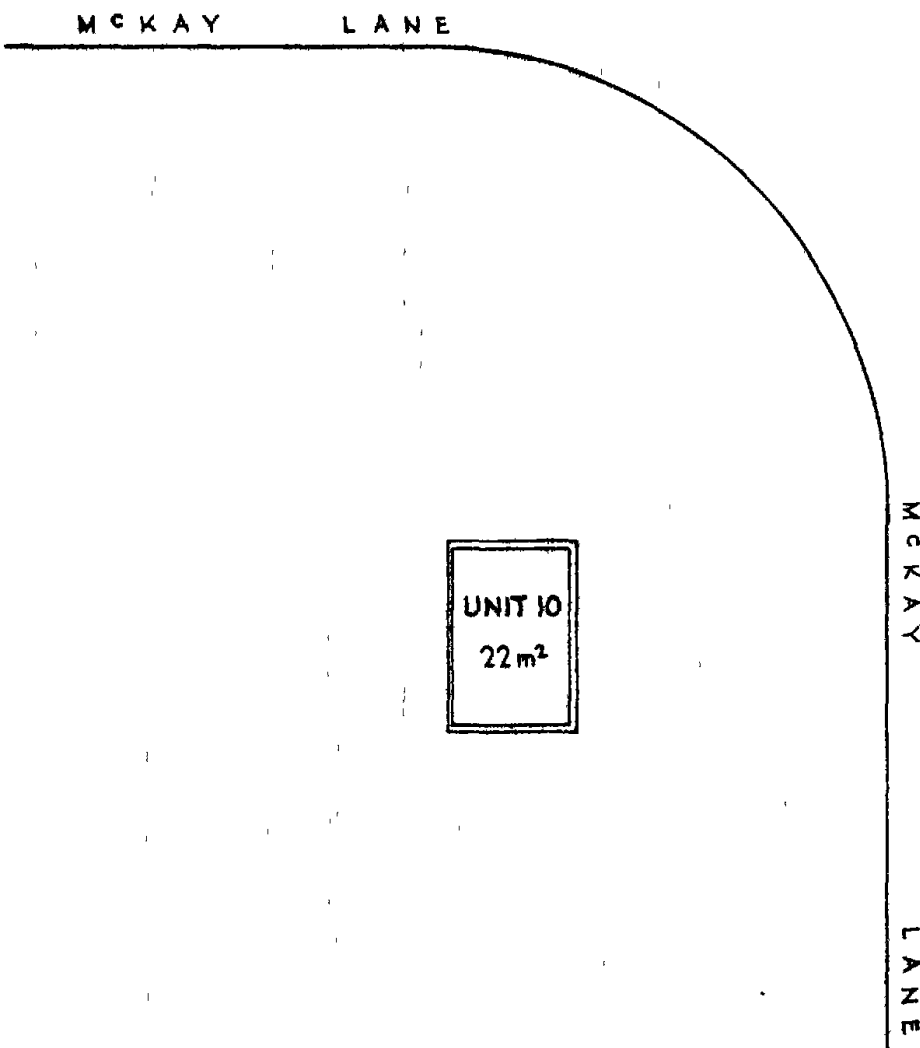
Block.....3....., Section.....45....., Division of.....TURNER.....

TWO LEVEL
CLASS A UNIT
(REFER TO SHEET 5)

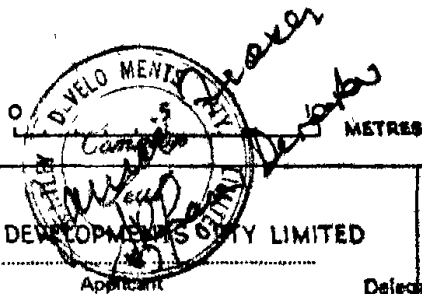
FLOOR PLAN

(1).....FIRST.....

(1) Number of floor



Scale: 1:200



BENTLEY DEVELOPMENTS PTY LIMITED

Applicant

Delegate of the Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

Sheet No. 9 of 10 Sheets

Units Plan No. 283

Block 3 Section 45 Division of TURNER

Schedule of Provisions Covenants and Conditions
subject to which Leases of Units are held

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
 - (a) "building" means the building or any buildings on the parcel at the date of the commencement of the lease and any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
 - (b) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. 283 ;
 - (c) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
 - (d) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
 - (e) "premises" means the land building and all other improvements on the parcel;
 - (f) "parcel" means the whole of the land comprising the Units Plan.
2. The term of the lease of each of the units expires on the twenty fifth day of February Two thousand and eighty one.
3. The Lessees of each of the Units Nos 1-16 Covenant with the Commonwealth as follows:

James Fraser
A. Fraser
James Fraser

- RENT (a) That from the date of grant of this lease the Lessee will pay to the Commonwealth rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee;
- MANNER OF PAYMENT OF RENT (b) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.
- PURPOSE (c) To use the premises only for the purpose of medical dental and paramedical uses and professional offices PROVIDED THAT not less than seventy five per centum (75%) of the gross floor area of the building is occupied sublet or leased for the purpose of medical dental and paramedical uses AND FURTHERMORE Units 3 7 10 and 11 be used for the purpose only of general and professional offices and/or professional rooms;
- GROSS FLOOR AREA (d) That the gross floor area of the building (including underground car parking) shall not be less than 940 square metres and shall not exceed 1500 square metres;
- CAR PARKING (e) That not less than twenty five carparking spaces shall be provided and maintained on the parcel;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (h) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;
- FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Commonwealth is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Commonwealth may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the

James Fraser
AB Fraser
W. W. W. W.

land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

RIGHT OF INSPECTION

(j) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

(k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

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

QUIET ENJOYMENT

(a) That the Lessee paying the rent and 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 Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth;

SURRENDER

(b) That the Lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings or other improvements upon the land.

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

DETERMINATION

(a) That if -

(i) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Commonwealth specifying the nature of such breach

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

ACCEPTANCE OF RENT

(b) That acceptance of rent by the Commonwealth shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

James Fraser
AB Fraser
Chen

NOTICES

- (c) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Commonwealth and delivered to or sent in a prepaid letter addressed to -
 - (i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and
 - (ii) the Corporation in accordance with the provisions of the Unit Titles Ordinance 1970;

FURTHER LEASE

- (d) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;

EXERCISE OF COMMONWEALTH POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 for the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Minister.


Dated the *third* day of *December* 1982
3/12/82 NT

SIGNED SEALED AND DELIVERED
 by VERNON EDWARD BERGER
 Delegate of the Minister
 for and on behalf of the
 Commonwealth in the
 presence of

H. H. Scoble
 PUBLIC SERVANT.

The Common Seal of BENTLEY
 DEVELOPMENTS PTY LIMITED
 was hereunto affixed in the
 presence of:

Vernon Berger

John H. Scoble

Delivered

Real Property (Unit Titles) Ordinance 1970

Sheet No. 10 of 10 Sheets

Units Plan No. 283

Block 3 Section 45 Division of TURNER

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 twenty fifth day of February Two thousand and eighty one.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. 283 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Corporation;
 - (b) That the Corporation will at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
 - (c) That the Corporation will not without the previous approval in writing of the Commonwealth erect any building or make any structural alterations to any building or part of a building or other improvements on the common property;
 - (d) That the Corporation shall provide and maintain carparking spaces for not less than twenty five cars upon the parcel;
 - (e) That the Corporation shall screen and keep screened all service areas to the satisfaction of the Commonwealth and ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (f) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Commonwealth may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation to effect the necessary work in accordance with the notice. If the Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation does not carry out the required work within the time specified by the Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;
 - (g) To permit any person or persons authorised by the Commonwealth to enter and inspect the common property at all reasonable times and in any reasonable manner;

Jamie Fraser
SB Fraser

- (h) To use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance and amendments thereunder.
- (i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Ordinance 1970.

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

Any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 or his delegate or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Minister.

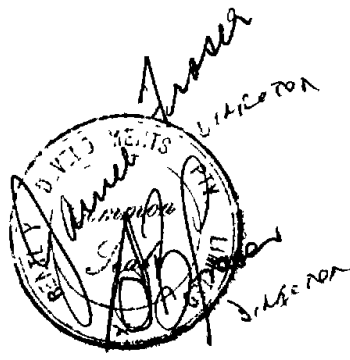
Dated this third day of December 1982
3/12/82
 NJ

SIGNED SEALED AND DELIVERED)
 by VERNON EDWARD BERGER)
 Delegate of the Minister)
 for and on behalf of the)
 Commonwealth, in the)
 presence of:

C. Leman

Public Servant

The Common Seal of BENTLEY)
 DEVELOPMENTS PTY LIMITED)
 was hereunto affixed in the)
 presence of:



DEP. REC.
11/4/91



No. 812892 The Proprietors of Units
Plan No 283 have changed their
address for service of Documents to:- Act
Strata Management Services PO Box
2208 Weston ACT 2611

Entered 16 OCT 1992 at Ten o'clock in
the fore noon

S. Robertson
S. ROBERTSON Deputy
Registrar of Titles

No. 817226 Certified copy of a special
Resolution altering the articles of the
company having been produced such
special resolution is hereby registered.

Filed - 5 NOV 1992 at Ten o'clock in
the Fore noon

S. Robertson
Registrar of Titles

No. 832734 Order of the Supreme Court
varying clause 3c of Form 4 herein in the
manner set out in the within instrument

Entered 26 FEB 1993 at Two o'clock
in the After noon

S. Robertson
S. ROBERTSON Deputy
Registrar of Titles

LODGED BY:

D.E. Bowditch

812892

REGISTRAR'S OFFICE
PO Box 3208
WESTON ACT



AUSTRALIAN CAPITAL TERRITORY NOTICE OF CHANGE OF ADDRESS FOR SERVICE OF DOCUMENTS

REAL PROPERTY (UNIT TITLES) ACT 1970

The Proprietors of the Units Plan described below hereby give notice that the Address for Service of Notice of Documents has been changed.

1. PREVIOUS ADDRESS

C/ Phipson Nominees Pty Limited
12th Floor National Mutual Centre
Darwin Place
CANBERRA CITY

2. NEW ADDRESS

C/ A.C.T. Strata Management Services
PO Box 3208
WESTON ACT 2611

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT PLAN NUMBER
TURNER	45	3	283

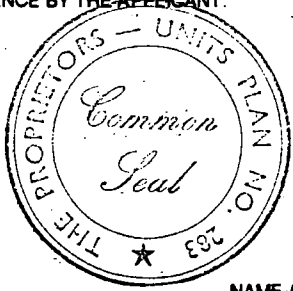
4. DATE

9th October, 1992

5. EXECUTION

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 AS AMENDED AND THE REAL PROPERTY (UNIT TITLES) ACT 1970 IN MY PRESENCE BY THE APPLICANT.

The Common Seal of The Proprietors Units Plan No. 283 was here unto affixed.



D. E. Bowditch
Authorised Person
SIGNATURE OF WITNESS.

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

INSTRUCTIONS FOR COMPLETION

- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK.

812094

OFFICE USE ONLY

CERTIFICATE OF REGISTRATION:

EXAMINED:	<i>SM</i>
ENTERED:	UP 283
REGISTERED:	<i>SM</i>

DATE:	16 th 10 92
TIME:	ten (AM) PM

S. Robertson
S. ROBERTSON Deputy



REGISTRAR OF TITLES.

Lodged By

National Australia Bank Limited

Box No. 8

898849

Seal Approval No. 314



Australian Capital Territory

Mortgage

Real Property Act 1925

1. Mortgagor (Full name and address of Mortgagor)

Mary Elizabeth STANWIX of 5 Dampier Crescent FORREST ACT

2. Mortgagee

National Australia Bank Limited A.C.N. 004044937 ("the Bank")

3. Estate or Interest affected (ie: whole, share, estate/interest)

Whole

4. Land

District/Division	Section	Block	Unit	Vol. Fol.	Instrument No.
FORREST	41	4		297:94	

5. Prior Interests (document numbers only)

Nil

The Mortgagor being registered or entitled to be registered as the proprietor of the land described in Item 4 ("the land") in consideration of the Bank providing or agreeing to provide loans, advances and other banking accommodation to or at the request of the Mortgagor hereby mortgages and charges all the estate and interest of the Mortgagor in the land to the Bank subject to the prior interests.

The Mortgagor covenants with the Bank as follows:

1. The Mortgage comprises:

- this instrument;
- any annexure hereto;
- all of the provisions in memorandum number MP 574914 ("the Memorandum") filed in the Office of the Registrar of Titles.

2. The Mortgagor will comply with this Mortgage and acknowledges that he has received and read a copy of the Memorandum prior to executing this Mortgage.

3. Upon default by the Mortgagor of this Mortgage the Bank shall demand in writing the payment of the monies hereby secured but not otherwise except in instances where the Bank and the Mortgagor have agreed in writing.

6. Date

29-4-94

7. Execution

Signed in my presence by the Mortgagor who is personally known to me:

Mary C Stanwit

Signature of Mortgagor(s)

Signature of Witness

John Epfer SOLICITOR

(Name and Designation of Witness - J.P., Solicitor
Commissioner for Declarations etc) (Block letters)

The Common Seal of

was hereunto affixed in accordance with its
Articles of Association and in the presence of:

Secretary

Director

Signed Accepted and Certified correct for the purposes of the Real Property Act 1925 in my presence by the Mortgagee.

Signed for and on behalf of
National Australia Bank Limited
by Mark Aynsley Edward TOZER

under Power of Attorney No. MD66809
who is personally known to me:

) National Australia Bank Limited
) by its Attorney who states that he has no
) notice of the revocation of the said Power
) of Attorney at the time of his executing
) this instrument.

Manager - National Australia Bank Limited

Documents Lodged Herewith

Office Use Only

Certificate of Title	Certificates	Other
297 : 94	2 (3)	

Certificate of Registration

Examined	
Entered	297:94 p
Registered	

Date	27 MAY 1994
Time	am/pm

B J McCarthy
B J MCCARTHY
DEPUTY REGISTRAR-GENERAL
Registrar of Titles



D. E. Bowditch
LODGED BY: PO Box 3208
WESTON ACT 2611

BOX NO: 7 Tullaroop St
DUFFY ACT 2611

REGISTRATION OFFICE
LAND TITLES

12 NOV 4 1992

817226



AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
REAL PROPERTY ACT 1925

SR
Document code

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

1. TITLE OF APPLICATION

To register an amendment to the Articles of a Body Corporate

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

The Proprietors of Units Plan No.283 hereby request the Registrar of Titles to note that at a Special General Meeting of the Proprietors held in Canberra on 26th October, 1992, it was resolved to amend the Articles which is as follows:-

A member of the Corporation shall not, except in accordance with the expressed permission contained in a Special Resolution of the Corporation and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on his Unit.

The Proprietors of Units Plan No.283 hereby certify the above to be a true copy of that resolution.

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
TURNER	45	3			283

4. DATE

3rd November, 1992

5. EXECUTION

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

The Common Seal of the Proprietors Units Plan No.283 was here unto affixed.



D. E. Bowditch
Authorised Person.

SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

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

INSTRUCTIONS FOR COMPLETION

- * THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
- * DELETE WHERE INAPPLICABLE. 817226
- * THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- * COMPLETE OR RULE UP ALL BOXES.
- * EXECUTION OF DOCUMENT BY-
 - ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg "AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".
 - CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.
 - SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.
- * TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK. ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.

OFFICE USE ONLY

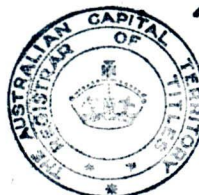
DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	Ø
VOLUME:FOLIO:	K. V.P. 283
REGISTERED:	Or

DATE:	- 5 NOV 1992
TIME:	Ten AM/PM



B. J. McCarthy

B. J. MCCARTHY DEPUTY

REGISTRAR OF TITLES.

LODGED BY:

CBG

REGISTRATION OFFICE
LAND TITLES

BOX NO:

B8

10 FEB 17 AID: 53

832734



AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
REAL PROPERTY ACT 1925

App
Document code

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

1. TITLE OF APPLICATION

Application to Vary Units Plan Schedule

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

1. I am the Solicitor for the Crown Lessees of Units 1-16 Units Plan 283 on Block 3 Section 45 Division of Turner.
2. On the 29th day of January, 1993 the Provisional Order of the Supreme Court of the Australian Capital Territory, made on the 3rd day of July, 1992, varying the provisions of the said Units Plan, was made final.
3. Annexed hereto and marked with the letter "A" is the original sealed Final Order.
4. I request that the Schedule of Provisions Covenants and Conditions applicable to the Units in the said Units Plan be amended in accordance with the said Order.

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
TURNER	45	3	1-16	881:1-16 inclusive	

4. DATE

16th February 1993.

5. EXECUTION

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

Signed by David Joseph Crossin,
Solicitor for the Unitholders,
Units 1-16 Units Plan 283

David Joseph Crossin
SIGNATURE OF APPLICANT

[Handwritten Signature]

SIGNATURE OF WITNESS.

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

INSTRUCTIONS FOR COMPLETION

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

OFFICE USE ONLY

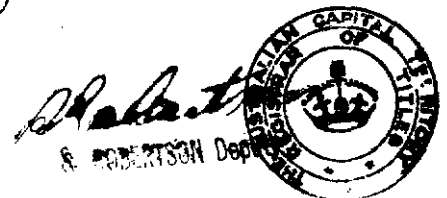
DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	U.P. 283
REGISTERED:	<i>DR</i>

DATE:	26 FEB 1993
TIME:	<i>two</i> AM/PM



REGISTRAR OF TITLES.

IN THE SUPREME COURT OF THE)
AUSTRALIAN CAPITAL TERRITORY)

No. SC 214 of 1992

IN THE MATTER of an Application by each of
the Crown Lessees of Units 1-16 in Units Plan 283
on Block 3 Section 45 in the Division of Turner to
vary the provisions of the said Crown Leases

- and -

IN THE MATTER of the City Area Leases Act
1936

BEFORE THE MASTER, MR. HOGAN

The 29th day of January, 1993

UPON MOTION made this day AND UPON READING the Affidavit of **DAVID JOSEPH CROSSIN** sworn the 7th day of January, 1993 and filed herein AND UPON HEARING Mr. R. Arthur of Counsel for the Applicant and Mr. Clarke of Counsel for the Minister of the Environment Land and Planning IT IS ORDERED that the Provisional Order made herein on the 3rd day of July, 1992 that Clause 3 (c) of the Schedule of Provisions, Covenants and Conditions subject to which leases of the units are held be amended by deleting therefrom the following words:-



Filed on behalf of the Applicant by:
Crossin Barker Gosling,
Solicitors,
6th Floor, Canberra House,
40 Marcus Clarke Street,
CANBERRA, A.C.T., 2601.

Telephone: (06) 201-7222
Reference: (06) DJC:EC:18576
DX 5614 Canberra

"PROVIDED THAT not less than seventy-five per cent (75%) of the gross floor area of the building is occupied, sublet or leased for the purpose of medical, dental and paramedical services **AND FURTHERMORE** that Units 3, 7, 10 and 11 be used for the purposes only of general and professional offices and/or professional rooms"

be made a Final Order.

By the Court

DEPUTY REGISTRAR

A handwritten signature in black ink is written over a circular court seal. The seal contains the text "THE SUPREME COURT" and "1927". The signature is stylized and appears to be "C. A. H.". The text "By the Court" is printed above the signature, and "DEPUTY REGISTRAR" is printed below it.

CROSSIN BARKER GOSLING

ATTORNEYS & SOLICITORS

15th February, 1993

Our ref: DJC:EC:18576

The Registrar of Titles,
Land Titles Office,
CANBERRA, A.C.T., 2601.

Attention: Ms. Sue Robinson.

Dear Sir,

re: Units 1-16 Units Plan 283.
Block 3 Section 45 Turner.
Application to Vary Provisions of Units Plan Schedule.

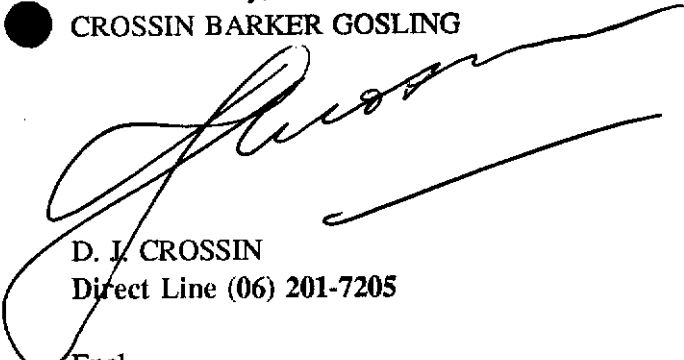
We refer to the writer's telephone conversation with Ms. Robinson and enclose the following:-

- (1) Application Form
- (2) Original of the sealed final order.
- (3) Cheque in the sum of \$56.00.

Would you please make the necessary amendments to the Units Plan Schedule.

Yours faithfully,

CROSSIN BARKER GOSLING


D. J. CROSSIN
Direct Line (06) 201-7205

Encl.



The
BARKER
GOSLING
Legal Group

CANBERRA
Canberra House
40 Marcus Clarke Street
Canberra ACT 2601

GPO Box 819
Canberra 2601
DX 5614 CANBERRA

Telephone (06) 201 7222
Facsimile (06) 257 4011

PARTNERS
David Crossin OBE
John Haslem
John Power
Colin Maclachlan
Rod Badgery
Greg Walker
Keith Fleming

CONSULTANT
Gerard Brennan

MELBOURNE

Barker Gosling
469 La Trobe Street

Telephone (03) 605 1777
Facsimile (03) 605 1737

SYDNEY

Barker Gosling
135 King Street

Telephone (02) 391 3333
Facsimile (02) 391 3456

BRISBANE

Barker Gosling
307 Queen Street

Telephone (07) 221 1244
Facsimile (07) 221 1219

PERTH

Downing & Downing
37 St. George's Terrace

Telephone (09) 221 2555
Facsimile (09) 221 2525

ADELAIDE

Andersons Barker Gosling
185 Victoria Square

Telephone (08) 238 6666
Facsimile (08) 238 6600

Barker Gosling is an association of the Canberra firm formerly known as Crossin Power Haslem, the Melbourne firm formerly known as Barker Harty & Co., the Sydney firm formerly known as Priddle Gosling, the Brisbane firm formerly known as Conwell Kirby & Lilley, the Perth firm of Downing & Downing and the Adelaide firm formerly known as Andersons.



1502841



LINK CORPORATE
SERVICES P/L

Lodging Party
6260 3722
Box Number

CA

Form 039

NOTICE OF CHANGE OF ADDRESS
FOR SERVICE OF DOCUMENTS

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

The proprietor/s of the Units Plan described below gives notice that the address for service of documents has been changed.

1. LAND

Vol:Fol (Common Property)	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
881-17 862-80	TURNER	45	3		UP 283

2. PREVIOUS ADDRESS

A.C.T. STRATA MANAGEMENT SERVICES
PO BOX 3208
WESTON ACT 2611

3. NEW ADDRESS

LINK CORPORATE SERVICES P/L LTD
PO BOX 154
CURTIN ACT 2605

4. DATE

4th JULY 2006.

5. EXECUTION

Signed by the applicant/s

OWNERS
CORPORATION
MANAGER.

Signature of applicant/s

Full name of witness

MAREE JOHNSTON

Signed in my presence

Maree Johnston

Signature of witness

6. OFFICE USE ONLY

Lodged by	CSW	Certificates Lodged	
Data Entered by	CSW	Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by	CSW	Registration Date	13 DEC 2006



ACT
Government

Justice and Community Safety

OFFICE OF REGISTERED
ACT Justice and Community Safety



SR\$1895734

10/12/2013 12:23:01 MULLJ

**SPECIAL I
BY OWNERS CORPORATION**

1895734

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Link Strata Management	PO Box 154 CURTIN ACT 2605	02 62603722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
881:17	TURNER	45	3	283

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

Default Rules – Amendment Rule 4 (a) Erections and Alteration, Amend Rule 11 Seal of Owners Corporation, Add Rule 12 Recoupment of Costs of Debt Collection

SUPPORTING DOCUMENTATION

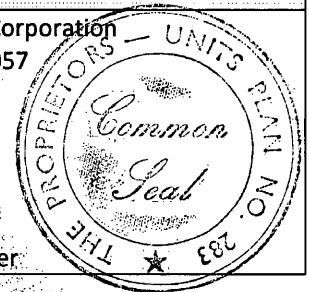
(Please tick appropriate item – Original signed copy must be supplied)

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of The Owners Corporation
Units Plan No 283 ABN: 84462423057
was affixed in the presence of :



Maree Johnston – Business Manager

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

Signature	Signature
Full Name (Block Letters) Janelle Adams – Strata Manager	Full Name (Block Letters) Maree Johnston – Business Manager
Address PO Box 154 CURTIN ACT 2605	Address PO Box 154 CURTIN ACT 2605
Office Held – Link Strata Management – Strata Manager	Office Held - Link Strata Management – Strata Manager

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	16 DEC 2013

It was **Resolved** at the Owners Corporation Units Plan No 283 Annual General Meeting dated 30 October 2013 to adopt the new default rules with the following additions and amendments:

Amend Rule 4 (a) Erections and alteration to read as follows:

“in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such resolution then by special resolution of the Corporation; and”

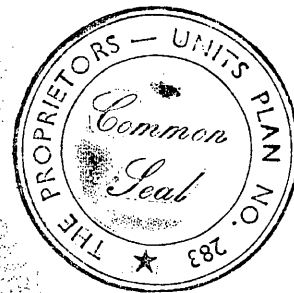
Amend Rule 11 Seal of Owners Corporation to read as follows:

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

Additional Rule 12 Recoupment of Costs of Debt Collection to read as follows:

- (1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to clause 1 shall be a debt enforceable by the owners corporation against the unit holder.
- (3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.



Unit Plan No. 283

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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 283

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 30 October 2013

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / General meeting was regularly convened (not following any adjournment under Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}).

Convened after Adjournment - The Annual General / General meeting was convened following an adjournment or adjournments Unit Titles (Management) Act 2011 {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

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

Date of decision Full text of reduced quorum decision.

--30 October 2013-----See Attached Minutes-----

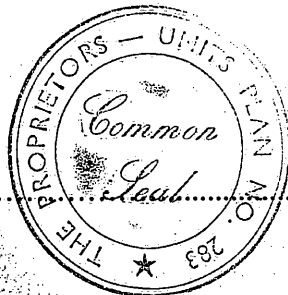
A4 Owners Corporation Declaration

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

.....30 October 2013.....*[insert date of affixing of seal]*

.....*Signature*.....

.....Manager for Units Plan No. 283 *Designation*



..... Seal

Unit Plan No. 283

Minutes of the Annual General Meeting

Held On Wednesday 30 October 2013 at 7.30 a.m at
McKay Gardens Professional Centre, Unit 15 / 5 McKay Street, Turner, ACT.

OPENING: The meeting opened at 7:40 a.m.

PRESENT: Dr A Etheridge (Unit 10), Dr T Richardson (Unit 14)

PROXIES: Dr S Parsons (Unit 1), Mr C Cai & Ms X Xia (Unit 4),
Mrs R Bromfield (Unit 7)

IN ATTENDANCE: Ms J Adams ~ Link Strata Management

QUORUM: A quorum was not present however; the meeting proceeded with a Reduced Quorum (S.3.9 of the Unit Titles Management Act 2011).

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

CHAIRPERSON: Dr A Etheridge (Unit 10)

1. **Motion 1 - Minutes of the previous Annual General Meeting:**
It was resolved to adopt the minutes of the previous Annual General Meeting dated 31st October 2013 as presented. **Carried.**
2. **Motion 2 - Election of Executive Committee:**
It was resolved that the existing Executive Committee will continue unchanged as follows:

Dr S Lising, Ms A Etheridge, Dr S Parsons, Dr A Miller, Mrs D Swanson.

Carried.
3. **Motion 3 - Financial Statements:**
It was resolved that the financial statements for the period 1st October 2012 to 30 September 2013 be accepted as presented. **Carried.**
4. **Motion 4 - Proposed Administrative Fund Budget – Resolved by ordinary resolution** that the proposed Administrative Fund expenditure budget of \$106,866.00 excluding GST and levy contributions of \$76,866.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in equal quarterly instalments being, 1st December 2013, 1st March 2014, 1st June 2014, and 1st September 2014. **Carried.**
5. **Motion 5 - Sinking Fund Budget: - Resolved by ordinary resolution** that the proposed Sinking Fund expenditure budget of \$31,119.00 and levy contributions of \$17,176.00 excluding GST be adopted, and levies be determined in accordance with the adoped budget, and be payable in equal quarterly instalments, being 1st December 2013, 1st March 2013, 1st June 2014, and 1st September 2014. **Carried.**

{Secretarial Note: Levies to be due as follows:

Period
From 1 October 2013 to 31 December 2013
From 1 January 2014 to 31 March 2014
From 1 April 2014 to 30 June 2014
From 1 July 2014 to 30 September 2014

Due Date
01 December 2013.
01 March 2014
01 June 2014
01 September 2014}



Unit Plan No. 283

Motion 6 – OH&S: - Resolved That if a Occupational Health and Safety Risk Assessment for the common property has not been undertaken in the last three years Link to obtain one by a properly qualified person and forward to the Executive Committee for consideration. **Carried.**

Motion 7 –:Rules of the Owners Corporation – Resolved by special resolution that the proposed and updated Rules of the Owners Corporation be adopted as presented. It was also agreed that Link arrange the appropriate lodgement with the Office of Regulatory Services. **Carried.**

Other Business:

Insurance Valuation: Link advised that the Owners Corporation should undertake an insurance valuation to ensure that the building is adequately insured as the last valuation was conducted January 2004. It was agreed that Link arrange one by a properly qualified person and forward to the Executive Committee for consideration.

Installation of Baby Change Table:- Resolved to ratify out of session decision by the Executive Committee for the installation of a baby changetable in the disabled toilet which is to include a nappy receptacle and a sign for the toilet. **Carried.**

External Painting: Link advised that the Sinking Fund report suggested 2103/14 be the year for external painting of the complex. It was agreed that Link obtain two quotes for the consideration of the Executive Committee.

Resurfacing of the Public Parking: The meeting suggested obtaining a quote for the resurfacing of the public parking area. It was agreed that Link arrange two quotes to undertake regular maintenance i.e. pot holes and seek recommendations on the resurfacing including re-marking for the considerations of the Executive Committee.

Major Fence Replacement: Link presented a quote from IC Fencing which noted two options ranging from \$3,225 (galvanised chain wire) - \$3,913 (black chain wire). The meeting discussed and it was agreed not to proceed with the project.

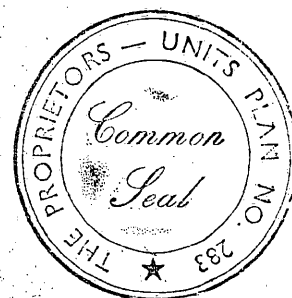
Ongoing Fire Maintenance: Link presented quotes at the meeting one from the current provider Wormald for \$2,225. + GST per annum and one from Layon Fire Service for \$2,100 + GST per annum. The meeting discussed and agreed to accept and continue with Wormald.

Three Year Spinkler Testing: Link presented quotes at the meeting one from the current provider Wormald for \$1,100 + GST and one from Layon Fire Service for \$550 + GST. The meeting discussed and agreed to accept the quote from the current provider Wormald.

Fire Safety Plan:

Link advised that queries had been made regarding evacuation procedures for the common property. It was noted a plan the inside of individual units is the responsibility of the occupant. Therefore the meeting suggested that Link undertake investigations if an evacuation plan is required for the common areas and if recommended a quote be provided for a plan which is to coincide with the individual units evacuation plans.

- There being no further business, the meeting closed at 8:20 am.



Units Plan No. 283 Rules

(see s 106)

Accepted AGM 30 October 2013

Note The owners corporation may amend the default rules under s 108.

1 Definitions—default rules

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such resolution then by special resolution of the Corporation; 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.

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

(4) Permission may be withdrawn by special resolution of the owners corporation.

8 Noise

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



- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

9 Illegal use of unit

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

10 What may an executive committee representative do?

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

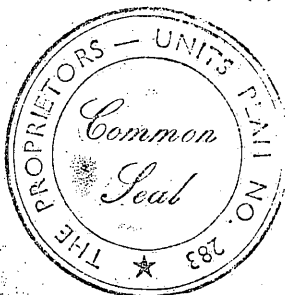
11. Seal of Owners Corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act 2011; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

13. Recoupment of Costs of Debt Collection

- (1) If the owners corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011 then, provided the legal or administrative action was commenced by the owners corporation in good faith, the unit holder shall, be liable to pay the owners corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.
- (2). The unit holder agrees that any monies which are payable pursuant to clause 1 shall be a debt enforceable by the owners corporation against the unit holder.
- (3) Notwithstanding clause 1, the owners corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the owners corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the owners corporation, receipts to evidence the amount due or paid by the owners corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the owners corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.





Access Canberra

Chief

LAND TITLES
ACCESS CANBERRA
Directorate



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18/12/2019 15:12:05

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2253631

Land Titles Act 1925

Form 094 - SR

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Link Strata Management	admin@linkservices.com.au	(02) 6260 3722

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
881:17	Turner	45	3	283

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

New rules approved for addition to existing.

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature <i>Christine Wilkinson</i>	Signature <i>Maree Johnston</i>
Full Name (Block Letters) CHRISTINE WILKINSON	Full Name (Block Letters) MAREE JOHNSTON
Address: PO BOX 154 CURTIN ACT 2605	Address: PO BOX 154 CURTIN ACT 2605
OFFICE HELD: STRATA MANAGER	Office Held: FINANCIAL ACCOUNTANT

OFFICE USE ONLY			
Lodged by <i>(Signature)</i>	Annexures/Attachments	Minutes/Resolution/Motion	
Data entered by <i>aw</i>	Evidence Manager Appointed	Yes <input type="checkbox"/>	
Registered by <i>TS</i>	Registration Date	13 JAN 2020	

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 283

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 20 November 2019

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / General meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}).

Convened after Adjournment - The Annual General / General meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

(If there is insufficient space here, tick and attach details to the notice)

Date of decision

Full text of reduced quorum decision

20 November 2019

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 21 November 2019 [of affixing seal]

Signed: *Christine Wilkinson*

Designation: Strata Manager for Units Plan No. 283



Common Seal

**ANNUAL GENERAL MEETING MINUTES
UNITS PLAN NO. 283 – McKay Gardens
5 McKay Street TURNER ACT**

HELD: Wednesday, 20 November 2019 at 5:30 p.m.
5 McKay Gardens Turner

MEETING FORMALITIES

PRESENT: Ms M Sageman, Ms A Etheridge, Dr S Parsons, Mrs M Parsons, Dr A Miller

IN ATTENDANCE: Mrs C Wilkinson representing Link Strata Management.

PROXIES: Ms F Hoberg – Unit 16 Proxy to Chairperson,
Ms R Bromfield – Unit 7 Proxy to Chairperson.

CHAIR: A Chairperson was not elected.
Mrs C Wilkinson – Link Strata – was asked to run the meeting

QUORUM: A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

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

Previous Minutes

MOTION 1: It was resolved that the Minutes of the previous General Meeting dated 13 December 2018 be confirmed as a true and accurate record of the proceedings of the meeting.

CARRIED

Matters Arising:

Financial Statements

MOTION 2: It was resolved that the financial statements for the period 1 October 2018 to 30 September 2019 be accepted as presented.

CARRIED

Insurance Renewal

Ordinary Resolution - That the Owners of Units Plan No. 283 authorise the Strata Manager to renew and adjust the building insurance in consultation with the Executive Committee.

CARRIED

Insurance Valuation

Ordinary Resolution - That the Owners of Units Plan No. 283 authorise the Strata Manager to obtain an insurance valuation for the consideration of the Executive Committee.

CARRIED



Administrative Fund Budget

MOTION 3: *Ordinary Resolution* - It was resolved that the proposed Administrative Fund expenditure budget of \$97,819.00 excluding GST and levy contributions of \$76,819.00 excluding GST be adopted with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2020, 1 March 2020, 1 June 2010 and 1 September 2020.

CARRIED

Secretarial Note: The owners present at the meeting agreed that work was needed for storm water drainage upgrade and Courtyard Landscaping remediation. After suitable quotations are received the preferred contractor may be approved by the Executive Committee as long as there is capacity within the existing budget or retained earnings to cover the cost.

Sinking Fund Budget

MOTION 4: *Ordinary Resolution* - It was resolved that the proposed Sinking Fund expenditure budget of \$6,724.00 excluding GST and levy contributions of \$19,371.00 excluding GST be adopted with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2020, 1 March 2020, 1 June 2010 and 1 September 2020.

CARRIED

Period of Levy	Levy Due Date
1 October 2019 to 31 December 2019	1 January 2020
1 January 2020 to 31 March 2020	1 March 2020
1 April 2020 to 30 June 2020	1 June 2020
1 July 2020 to 30 September 2020	1 September 2020

Rules of the Owners Corporation – Correspondence to Be Sent By Email

MOTION 5: *Special Resolution* – It was resolved that the Owners of Units Plan No. 283 agree to add the below rule to the Registered Rules.

All Strata Related Correspondence including General Meeting papers may be sent by email

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the *Unit Titles (Management) Act 2011*, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post

CARRIED AS A SPECIAL RESOLUTION

Election of Executive Committee

MOTION 6: *Ordinary Resolution* - It was resolved that the Owners of Units Plan No. 283 agree to appoint the following Owners to form the Executive Committee until the next Annual General Meeting:

Andrew Miller, Adelle Etheridge, Scott Parsons, Dorothea Swanson was nominated in her absence and has since confirmed her appointment.

CARRIED



General Business

Carpark Water Leak

Link to research with the plumber and report back to the Executive Committee with his recommendations. [Link to Action.](#)

Courtyard Gardens

It was discussed that the Cherry Tree and the Tea Tree in the courtyard require professional advice from a qualified arborist to ascertain the health of the trees and appropriate treatment, perhaps replacement. A trip hazard was also identified in the paving. [Link to seek quotes for landscaping advice for courtyard remediation.](#) [Link to Action.](#)

Bicycle Racks

It was decided to reinvestigate quotes for 1 or perhaps 2 bicycle racks to be installed at either end of the courtyard. [Link to seek quotes.](#)

Gutter Cleaning

[Link to check regularity of gutter maintenance and report to the Executive Committee.](#) [Link to Action.](#)

Ivy Maintenance

It was suggested that a notice be sent to all owners that the ivy growing within unit entitlement courtyards must be maintained and cut back by the owners prior to impacting on eaves and guttering. If unattended the Owners Corporation will maintain, the cost of which to then be on charged to the unit owner. [Link to send notice to all owners.](#)

Fire Door Replacement

The new Executive Committee were presented with a quotation from Form 1 Fire for the replacement of fire rated doors into the carpark. This quote was approved and [Link to send work order for same.](#) [Link to Action.](#)

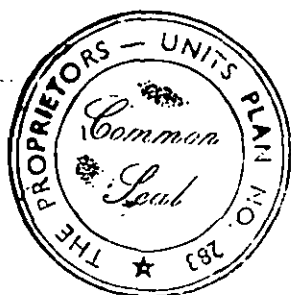
Fence Repair – McKay Street

[Link to seek quotes for the repair of the gates surrounding electricity meter.](#) [Link to Action.](#)

Public Footpath Enquiry

[Link to investigate avenues with the ACT Government re: having a footpath installed by ACT Government around the front of the complex due to the extreme slippery nature of the area after rain.](#) Also to research any easements through the Carpark area of the complex. [Link to Action.](#)

With no further business the meeting closed at 6:45 p.m.



Units Plan No. 283 Rules

(AGM 20-11-19)

(see s 106)

Note The Owners Corporation may amend the default rules under s 108.

1 Definitions—default rules

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such resolution then by special resolution of the Corporation; 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).

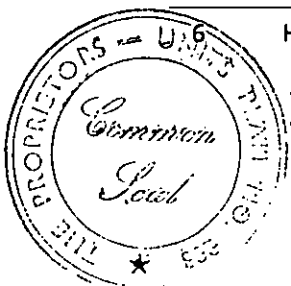
(2) Permission may be given subject to conditions stated in the resolution.

5 Use of common property

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

Hazardous use of unit

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



7 Use of unit—nuisance or annoyance

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

8 Noise

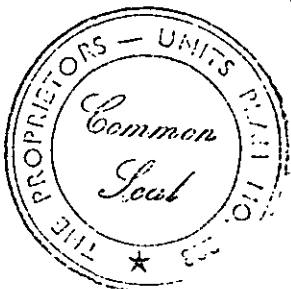
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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



11 Seal of Owners Corporation

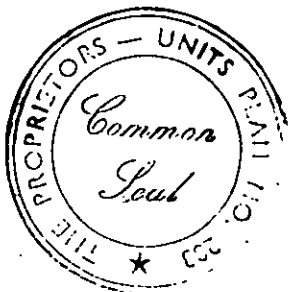
- (1) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal—
 - (a) The common seal may be affixed to:
 - (b) reduced quorum meeting notices;
 - (c) Rules registration documents;
 - (d) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (e) certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Costs / Debt Collection

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

13 Annual, Extraordinary and Special General Meeting papers may be sent by email.

For the purpose of giving notice of a general meeting under Section 3.6 of the Unit Titles (Management) Act 2011, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.





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20/01/2022 13:28:27 Elri p

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Act 1925

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LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Link Strata Management	<u>Admin@linkservices.com.au</u>	(02) 6260 3722

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
881:17	TURNER	45	3	283

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

New rules approved for addition to existing.

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

CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By: *Maree Johnston*
MAREE FRANCES JOHNSTON
FINANCIAL ACCOUNTANT

Witness: *Charnee Anne Grace Mugridge*
CHARNEE ANNE GRACE MUGRIDGE

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	EM	Registration Date	28/01/2022

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 283

A2 Annual General / ~~General~~ meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Tuesday 30 November 2021

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / ~~General~~ meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}).

Convened after Adjournment - The Annual General / ~~General~~ meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Tuesday 30 November 2021

See Attached Minutes

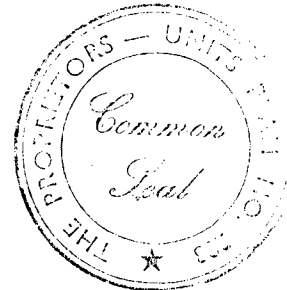
A4 Owners Corporation Declaration

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

Date Thursday 02 December 2021

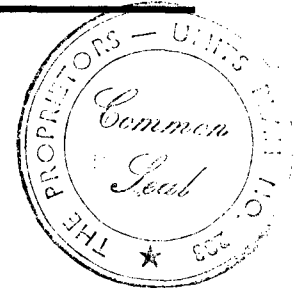
Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 283



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 283



DATE & TIME Tuesday 30 November 2021 at 5:00 PM
LOCATION Zoom Meeting, <https://us02web.zoom.us/j/89767200956>

ATTENDANCE

PRESENT: Dr Scott Parsons, Mr F Beghin on behalf of Heather Lopert
IN ATTENDANCE: C Mugridge representing Link Strata Management.
CHAIR: Dr Scott Parsons was elected Chairperson.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

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

1. PREVIOUS ANNUAL GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 24 November 2020 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 October 2020 to 30 September 2021 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$97,835.00 excluding GST and levy contributions of \$77,835.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2022, 1 March 2022, 1 June 2022 and 1 September 2022.

MOTION CARRIED

4. ADMINISTRATIVE FUND - TRANSFER OF FUNDS

The motion that the Owners Corporation agree to transfer \$150,000.00 from the Administration fund into the Sinking Fund was defeated.

MOTION DEFEATED

5. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$6,470.00 excluding GST and levy contributions of \$20,550.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2022, 1 March 2022, 1 June 2022 and 1 September 2022.

Levies to be due as follows:

Period of Levy	Levy Due Date
1 October 2021 to 31 December 2021	1 January 2022
1 January 2022 to 31 March 2022	1 March 2022
1 April 2022 to 30 June 2022	1 June 2022
1 July 2022 to 30 September 2022	1 September 2022

MOTION CARRIED

6. RULES OF THE OWNERS CORPORATION

It was resolved that the Owners Corporation resolves to adopt the Default Rules and the Alternative rules that have been approved previously and register the one set of rules with Land Titles Office and apply the Common Seal as required.

MOTION CARRIED

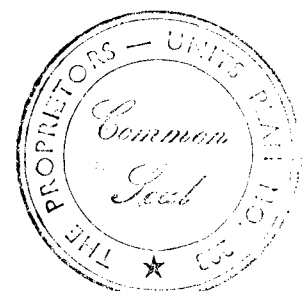
7. ELECTION OF EXECUTIVE COMMITTEE

It was resolved that the Owners Corporation agree to appoint the following Owners to form the Executive Committee until the next Annual General Meeting.

Steven Hosking, Scott Parsons

Andrew Miller, Adelle Etheridge, and Dorothea Swanson were nominated in their absence.

MOTION CARRIED



GENERAL BUSINESS

Dr Scott Parson discussed the upgrades and maintenance that the Executive Committee (EC) have approved at the last EC meeting.

The following outlines the source of funds for upgrading and maintenance the UP 283 complex. The various works have been prioritised to spread the financial load over several years, starting with tiling, horticulture, completion of the waste bin area, and painting.

It was decided to postpone installation of bike racks, repair of external irrigation, upgrade Unit facades, and roofing until funds become available

Make up of current works:

Horticulture	\$17,245
Tiling	\$8,000
Completion of bin area and rendering	\$7,700
Total	\$32,945 including GST

This to come out of Sinking Fund, leaving \$29,260.66 in the Sinking Fund

Painting	\$51,200
----------	----------

This to come out of the Administrative Fund, leaving \$104,074 in the Admin Fund

These 2 amounts can be taken out of the Investment at Call accounts without disturbing the Term deposits

With no further business the meeting closed at: 5:26 pm



“MCKAY GARDENS”
5 MCKAY GARDENS, TURNER ACT
UNITS PLAN No. 283

Schedule 1

1.1 Definitions—default rules

- (1) In these rules:
Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

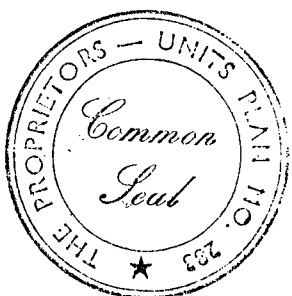
- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the owners corporation by special resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
(Part 3 is included in the new legislation commencing 01/11/2020)
- (3) However, if the structure is sustainability infrastructure, the owners corporation’s permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
 - a. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - b. the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - c. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - d. the pet owner cleans any area of the units plan that is soiled by the animal; and
 - e. the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

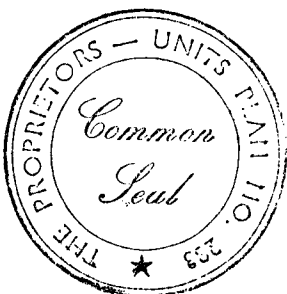
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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



1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

executive committee representative, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

owner, occupier or user, of a unit, for schedule 1 (Default rules)—see schedule 1, rule 1.1.



Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Execution of Documents

1(Approved at the AGM

30/12/2021)

- (1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.
- (2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.2 Recovery of Legal Costs / Debt Collection

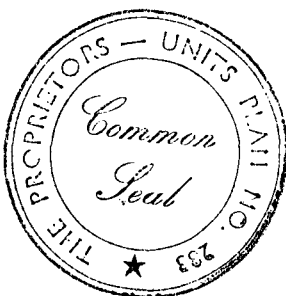
(Approved at the AGM 30/10/2013)

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

2.3 Annual, Extraordinary and Special General Meeting papers may be sent by email.

(Approved at the AGM 20/11/2019)

For the purpose of giving notice of a general meeting under Section 3.6 of the Unit Titles (Management) Act 2011, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.





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	15	Block	3	Section	45	Suburb	TURNER
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House)	()	()
Certificate Number:		Dated:

N/A

Please Note: There are no development covenants within the latest Crown Lease, therefore a Compliance Certificate is not applicable.

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

Applicant's Name : Info Track

Date: 25-MAR-25 09:19:48

E-mail Address :

Client Reference : 20250091 - 158114151



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

25-MAR-2025 09:19

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

TURNER Section 45/Block 3/Unit 15

Building Class: A

Area(m2): 3,359.6

Unimproved Value: \$1,650,000

Year: 2024

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

25-MAR-2025 09:19

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

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200308646 **Lodged** 12-SEP-03 **Type** Non-residential

-- Application Details -----

Description

McKAY GARDENS - Internal alterations and the joining of units 15 & 16

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	45	3-3	15
Canberra Central	Turner	45	3-3	16

-- Involved Parties -----

Role	Name
Contact	Dowse
Applicant	Dowse Norwood Architects
Lessee	Hosann Pty Ltd

-- Activities -----

Activity Name	Status
Da - No Notification	Approved

Application DA200308646 **Lodged** 12-SEP-03 **Type** Non-residential

-- Application Details -----

Description

McKAY GARDENS - Internal alterations and the joining of units 15 & 16

-- Site Details -----

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-- Involved Parties -----

Role	Name
Contact	Dowse
Applicant	Dowse Norwood Architects
Lessee	Hosann Pty Ltd

-- Activities -----

Activity Name	Status
Da - No Notification	Approved

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



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

25-MAR-2025 09:19

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of 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

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

27 March 2025

SYMONS PHILLIPS LAWYERS
PO BOX 3098
MANUKA ACT 2603

Ref UP283 - Unit 15
Re Lot 15 Units Plan No. 283
Fee 332.00 Paid
Above Fee includes GST

Dear Team,

As requested please find enclosed Section 119 Certificate, 2 Years Meeting Minutes, Certificate of Currency, Insurance Valuation, Maintenance Plan and Sinking Fund Plan.

Should you require further information please contact us.

Yours sincerely

Esther Manson
Chief Operations Officer

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 283

Unit No: 15

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

Entitlements

Unit Entitlement: **60**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Corporation's records can be inspected at

Address: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Maria Comyns	PO Box 154 CURTIN ACT 2605
Secretary		
Treasurer		
Committee	Dr Andrew Miller	PO Box 154 CURTIN ACT 2605
	Jodie Xia	PO Box 154 CURTIN ACT 2605
	Mr Scott Parsons	PO Box 154 CURTIN ACT 2605

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$6,224.80**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/24 to 31/12/24	1,556.20	01/01/25	09/01/25	0.00	01/01/25
01/01/25 to 31/03/25	1,556.20	01/03/25	25/03/25	0.00	01/03/25
01/04/25 to 30/06/25	1,556.20	01/06/25		0.00	01/06/25
01/07/25 to 30/09/25	1,556.20	01/09/25		0.00	01/09/25

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 283 - Unit 15

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

Paid to **31/03/25**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,810.44**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/24 to 31/12/24	452.61	01/01/25	09/01/25	0.00	01/01/25
01/01/25 to 31/03/25	452.61	01/03/25	25/03/25	0.00	01/03/25
01/04/25 to 30/06/25	452.61	01/06/25		0.00	01/06/25
01/07/25 to 30/09/25	452.61	01/09/25		0.00	01/09/25

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

Paid to **31/03/25**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

Other amounts owing

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

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 283 - Unit 15

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>APPEAL EXPS - COMMON</i> Strata Community Insurance	POL11091350	100,000.00	26/10/25	23/10/24	
<i>BUILDING</i> Strata Community Insurance	POL11091350	9,621,534.00	26/10/25	23/10/24	21,771.26
<i>CATASTROPHE-RENT</i> Strata Community Insurance	POL11091350	206,175.00	26/10/25	23/10/24	
<i>CATASTROPHE-STORAGE</i> Strata Community Insurance	POL11091350	68,725.00	26/10/25	23/10/24	
<i>CATASTROPHE-TEMP ACC</i> Strata Community Insurance	POL11091350	68,725.00	26/10/25	23/10/24	
<i>COMMON CONTENTS</i> Strata Community Insurance	POL11091350	96,215.00	26/10/25	23/10/24	
<i>FIDELITY GUARANTEE</i> Strata Community Insurance	POL11091350	100,000.00	26/10/25	23/10/24	
<i>GOVT AUDIT COSTS</i> Strata Community Insurance	POL11091350	25,000.00	26/10/25	23/10/24	
<i>LEGAL DEFENCE EXPENS</i> Strata Community Insurance	POL11091350	50,000.00	26/10/25	23/10/24	
<i>LOSS OF RENT</i> Strata Community Insurance	POL11091350	1,443,230.00	26/10/25	23/10/24	
<i>OFFICE BEARERS</i> Strata Community Insurance	POL11091350	1,000,000.00	26/10/25	23/10/24	
<i>OPTIONAL PAINT</i> Strata Community Insurance	POL11091350	Included	26/10/25	23/10/24	
<i>OWNER'S FIXTURES & I</i> Strata Community Insurance	POL11091350	300,000.00	26/10/25	23/10/24	
<i>PUBLIC LIABILITY</i> Strata Community Insurance	POL11091350	20,000,000.00	26/10/25	23/10/24	
<i>WORKERS COMP</i> Strata Community Insurance	POL11091350	Selected	26/10/25	23/10/24	

Fund Balances

Balances as at: 27 March 2025

Administrative Fund	139,328.40
Sinking Fund	97,166.99

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 283 - Unit 15

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

N/A

Sustainability Infrastructure

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

25th February 2081

Crown Lease Extension Application

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

N/A

Ongoing Development Approval

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

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 283 - Unit 15

Embedded Network

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

(i) Which utility service the embedded network applies to

N/A

(ii) The name of the embedded network provider

N/A

The Common Seal of The Owners Corporation No 283 was hereunto affixed on 27 March 2025 in the presence of Link Strata Management by its duly authorised officer being a person authorised under the Unit Titles (Management) Act 2011 to attest the fixing of the Common Seal.

This certificate is valid for a period of 30 days unless new or varied contributions are approved within that period.

Dated at Canberra the **27 March 2025**





CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11091350
PDS AND POLICY WORDING	Commercial Strata Product Disclosure Statement and Policy Wording SCI034-Policy-CS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_CSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 283 5 McKay Gardens, Turner, ACT, 2612
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/10/2024 Expiry Date: 4:00pm on 26/10/2025
INTERMEDIARY ADDRESS	Link Strata Management PO Box 154, Curtin, ACT, 2605
DATE OF ISSUE	23/10/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$9,621,534
		Common Area Contents	\$96,215
	PART B	Loss of Rent/Temporary Accommodation	\$1,443,230
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 283

A2 Annual General / ~~General~~ meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Thursday 10 November 2022

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / ~~General~~ meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}).

Convened after Adjournment - The Annual General / ~~General~~ meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Thursday 10 November 2022

See Attached Minutes

A4 Owners Corporation Declaration

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

Date Friday 11 November 2022

Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 283

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 283

DATE & TIME Thursday 10 November 2022 at 5:30 PM
LOCATION Zoom Meeting, <https://us02web.zoom.us/j/83406944927>

ATTENDANCE

PRESENT: Mr Cy Cai & Ms X Xia (Unit 3), Dr A Miller representing Millsuper P/L (Units 5 & 6), Ms A F Etheridge (Unit 10)

IN ATTENDANCE: Ms C Mugridge representing Link Strata Management.

APOLOGIES: Mr S Hosking representing Hosann Pty Ltd (Unit 16)

CHAIR: Dr A Miller was elected Chairperson.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

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

1. PREVIOUS ANNUAL GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 30 November 2021 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 October 2021 to 30 September 2022 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$105,860.00 excluding GST and levy contributions of \$85,860.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2023, 1 March 2023, 1 June 2023, and 1 September 2023.

MOTION CARRIED

4. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$20,565.00 excluding GST and levy contributions of \$21,167.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2023, 1 March 2023, 1 June 2023 and 1 September 2023.

Levies to be due as follows:

Period of Levy	Levy Due Date
1 October 2022 to 31 December 2022	1 January 2023
1 January 2023 to 31 March 2023	1 March 2023
1 April 2023 to 30 June 2023	1 June 2023
1 July 2023 to 30 September 2023	1 September 2023

MOTION CARRIED

5. SINKING FUND FORECAST REPORT AND MAINTENANCE PLAN REPORT

It was resolved that the Owners Corporation authorise an updated Sinking Fund Forecast Report and Maintenance Plan Report be obtained for the consideration of the Executive Committee to be put to the next General Meeting.

MOTION CARRIED

6. ELECTION OF EXECUTIVE COMMITTEE

It was resolved that the Owners Corporation agree to appoint the following owners to form the Executive Committee until the next Annual General Meeting.

Mr Cy Cai &, Dr A Miller, Ms A F Etheridge

MOTION CARRIED

GENERAL BUSINESS

Unit 7 Roof leaks

Discussion took place about the unit 7 and unit 1 roof leaks and the owners present agreed that Link Strata should obtain quotes to have the entire roof replaced with colorbond and raise the pitch, so water doesn't pool on the roof anymore.

Parking

The Owners present are not happy with the new parking arrangements and would like to have the arrangements returned to the original times of Monday to Friday and weekends free. Link to discuss with Wilson Parking.

Front Gate

The meeting agreed that the gate needs to be set to one opening time and not changed with daylight saving. Open the gate at 5:30am in the morning during daylight saving and 6:30am during the standard time. It was also agreed the back door needs to be replaced

and also a device installed to allow it to open and also lock open and close when required as currently tenants are placing a rock to keep the door open as the timer is not working. The owners would like the door to be on the same opening/closing times as the gate.

EV Chargers

Dr Miller's opinion was that every unit should be able to install an EV charger from their meter box to the garage, noting that units 11 and 12 may have issues due to the distance from the meter box. Dr Miller advised he will do a discussion paper to circulate to all owners regarding a proposed policy for the EV charges.

Front of Units

The strata manager was requested to obtain quotes to have the front windows/door replaced as this is now become a security risk as the doors are no longer locking at the cost to the Owners Corporation. Noting that ongoing maintenance of the door/windows will be the responsibility of the unit owner and not the Owners Corporation.

With no further business the meeting closed at: 6:00 pm

Units Plan No. 283

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	77,835.04	77,835.00	85,860.00
Parking Income	18,995.14	20,000.00	20,000.00
Interest On Overdue Levies	26.81	0.00	0.00
TOTAL ADMIN. FUND INCOME	96,856.99	97,835.00	105,860.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accountancy Fees	959.09	910.00	1,000.00
Bank Trans Fee	90.17	100.00	100.00
Consultants Fees	0.00	0.00	1,050.00
Income Tax Instalment	4,948.05	6,000.00	6,000.00
Income Tax Payment/(Refund)	3,989.40	0.00	0.00
Insurance	13,783.66	12,650.00	15,200.00
It Charges	232.80	235.00	250.00
Postage	26.00	55.00	30.00
Printing & Other Admin Costs	205.78	200.00	200.00
Registrar Generals Fees	214.09	0.00	0.00
Strata Management Fees	5,784.72	5,935.00	5,930.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Carpark	0.00	1,000.00	1,000.00
R & M - Cleaning	1,640.91	0.00	1,500.00
R & M - Cleaning Contractors	15,493.26	8,300.00	26,400.00
R & M - Cleaning Gutters	900.00	2,050.00	2,000.00
R & M - Electrical	370.00	600.00	200.00
R & M - Fire Services	8,394.60	8,150.00	2,700.00
R & M - Fire Services Contract	4,315.08	4,300.00	4,450.00
R & M - Garages	3,382.56	750.00	1,000.00
R & M - Gardening	2,988.17	1,700.00	1,000.00
R & M - Gardening Contractors	8,858.76	9,400.00	9,000.00
R & M - General Maintenance	3,917.27	3,500.00	2,000.00
R & M - Keys/Locks	122.73	200.00	150.00
R & M - Pest Control	1,327.27	1,500.00	1,500.00
R & M - Plumbing	8,934.15	5,000.00	5,000.00
R & M - Roof	3,440.00	0.00	2,000.00
R & M - Washroom Exp	2,691.58	3,300.00	0.00
R & M - Waste Removal	10,626.11	15,000.00	10,500.00

Units Plan No. 283

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
UTILITIES			
Electricity	3,594.89	4,500.00	4,000.00
Water & Sewerage	1,653.21	2,500.00	1,700.00
TOTAL ADMIN. EXPENDITURE	112,884.31	97,835.00	105,860.00
SURPLUS / DEFICIT	\$ (16,027.32)	\$ 0.00	\$ 0.00
Opening Admin. Balance	178,685.51	178,685.51	162,658.19
Sinking Fund Transfer	0.00	(150,000.00)	0.00
ADMINISTRATIVE FUND BALANCE	\$ 162,658.19	\$ 28,685.51	\$ 162,658.19

Units Plan No. 283

PROPOSED ANNUAL BUDGET

	ACTUAL 01/10/21-30/09/22	BUDGET 01/10/21-30/09/22	BUDGET 01/10/22-30/09/23
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	20,549.96	20,550.00	21,167.00
Interst Received On Investment	922.67	4,500.00	1,500.00
<u>TOTAL SINKING FUND INCOME</u>	21,472.63	25,050.00	22,667.00
<u>EXPENDITURE - SINKING FUND</u>			
R & M - Gardening	15,677.27	0.00	0.00
R & M - General Maintenance	12,577.55	6,470.00	20,565.00
R & M - Painting	51,250.00	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	79,504.82	6,470.00	20,565.00
<u>SURPLUS / DEFICIT</u>	\$ (58,032.19)	\$ 18,580.00	\$ 2,102.00
Opening Sinking Fund Balance	64,616.52	64,616.52	6,584.33
Administration Fund Transfer	0.00	150,000.00	0.00
<u>SINKING FUND BALANCE</u>	\$ 6,584.33	\$ 233,196.52	\$ 8,686.33

Units Plan No. 283

LOT BUDGET SUMMARY

30/09/2023

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund	Sinking Fund	
			Net	Net	Net Total
00001	1	130	3,069.50	756.72	3,826.22
00002	2	49	1,156.96	285.23	1,442.19
00003	3	49	1,156.96	285.23	1,442.19
00004	4	65	1,534.75	378.36	1,913.11
00005	5	65	1,534.75	378.36	1,913.11
00006	6	65	1,534.75	378.36	1,913.11
00007	7	65	1,534.75	378.36	1,913.11
00008	8	65	1,534.75	378.36	1,913.11
00009	9	69	1,629.19	401.64	2,030.83
00010	10	65	1,534.75	378.36	1,913.11
00011	11	67	1,581.97	390.00	1,971.97
00012	12	41	968.07	238.66	1,206.73
00013	13	47	1,109.74	273.58	1,383.32
00014	14	47	1,109.74	273.58	1,383.32
00015	15	60	1,416.69	349.26	1,765.95
00016	16	51	1,204.19	296.87	1,501.06
Total			\$23,611.51	\$5,820.93	\$29,432.44

Totals:

\$23,611.51

\$5,820.93

\$29,432.44

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO 283 - MCKAY GARDENS
5 MCKAY GARDENS, TURNER ACT 2612**

DATE: Thursday 20 July 2023

TIME: 5:00 pm

VENUE: Zoom Conference Meeting –

<https://us02web.zoom.us/j/87012822755?pwd=ZjlhTElEbC9DNHpicDNSd2Q5dGJBQT09>

Meeting Formalities

Present: DR A Miller, Ms X Xia

In Attendance: Ms C Mugridge representing Link Strata Management

AGENDA:

General Business

1. Roof Replacement

The Owner's Corporation does not have enough funds to replace the roof and will increase the levies next year to cover the cost of the roof replacement estimated to be around \$300,000.00.

After the roof has been replaced owners will be able to install solar panels if they are required.

After the replacement of the roof the next project will be to replace the fascia.

2. Window and Doors

As the owner's corporation is unable to replace the roof and the window and doors the EC advised that the replacement of the windows and doors will be an owner's expense not the owner's corporation.

3. Dr Miller advised that the gate code pad is not working and needs to be repaired and the code reset to have one code. The back door is also held open by a rock and the strata manager is determine if the door closer can be replaced so the door can be held open during the day and be closed and locked at night.

4. The Men's toilet closer is hard to open and needs to be adjusted so it is easier to open, and the metal vent has been kicked in and needs to be replaced.

With no further business the meeting closed at 5.39 pm

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 283

DATE & TIME Thursday 16 November 2023 at 5:00 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/89526915576?pwd=aWF0NEEyNi9VeWluYU5zdDNpaWJGZz09>

ATTENDANCE

Present:

Dr J Green representing Soldus Pty Limited, Ms X Xia, Dr A Miller representing Millsuper P/L Atf Miller Superannuation Fund, Ms A Etheridge, Mr S Parsons representing SWP Nominees Pty Ltd, Mr S Hosking representing Hosann Pty Ltd

In Attendance: Ms C Mugridge representing Link Strata Management

Chairperson:

Mr S Hosking was elected Chairperson however Ms C Mugridge facilitated the meeting on their behalf.

QUORUM

The Chairperson advised that a quorum was represented and declared the meeting open.

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 10 November 2022 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 October 2022 to 30 September 2023 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$109,690.00 excluding GST and levy contributions of \$89,690.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2024, 1 March 2024, 1 June 2024 and 1 September 2024.

MOTION CARRIED

4. PROPOSED SINKING FUND BUDGET

i. The motion that the proposed Sinking Fund expenditure budget of \$300,000.00 excluding GST and levy contributions of \$324,225.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2024, 1 March 2024, 1 June 2024, and 1 September 2024 **was defeated**.

MOTION DEFEATED

ii. It was resolved that the amended Administrative Fund expenditure budget of \$49,915.00 and levy contributions of \$50,000.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 January 2024, 1 March 2024, 1 June 2024, and 1 September 2024

MOTION CARRIED

Levies to be due as follows:

Period of Levy	Levy Due Date
01/10/23 to 31/12/23	1 January 2024
01/01/24 to 31/03/24	1 March 2024
01/04/24 to 30/06/24	1 June 2024
01/07/24 to 30/09/24	1 September 2024

Secretarial Note: It was agreed to engage a quantity surveyor and get the two roof quotes updated. The owners present wanted to know how much the Owners Corporation could borrow to pay for the roof and the impact on future levies.

5. PROPOSED STRATA MANAGEMENT AGREEMENT

It was resolved that the Owners Corporation enter into an agreement with Link Corporate Services Pty Ltd trading as Link Strata Management for two (2) years and the fees be in accordance with the Strata Management Agreement.

MOTION CARRIED

6. QUOTES AND INVOICES

The motion that the Owners Corporation agrees that the Strata Manager may accept a quote, issue a work order or make payment on an invoice where one Executive Committee member has approved the quote/work order request/invoice within seven days after the quote, work order request or invoice has been issued to the Executive Committee **was defeated**.

Secretarial Note: it was agreed that the strata manager can approve quotes and invoice under \$2,000.00 if over this amount then the EC will need to have two members approve.

MOTION DEFEATED

7. ELECTION OF EXECUTIVE COMMITTEE

It was resolved that the Owners Corporation agree to appoint the following Owners to form the Executive Committee until the next Annual General Meeting.

Andrew Miller, Stephen Hosking, Jodie Xia, Scott Parsons

MOTION CARRIED

8. GENERAL BUSINESS

Soffit

Owners agreed that the soffit near unit 3 needs to be made safe as it is sagging and may fall before the roof has been replaced. Link to action.

EV Charges and Solar Panel

The EC to make a policy regarding EV Charges and solar panels. Unit owners are to run their own electricity to the basement for the EV charging.

Bike Racks

EC to investigate installing bike racks.

There being no further business the chairperson declared the meeting closed at 6:00 PM

Asbestos Survey & Management Plan

**McKay Gardens
5 McKay St
Turner
ACT, 2612**

July 2010



Client: Link Corporate Services

CERTIFICATE OF APPROVAL FOR ISSUE OF DOCUMENTS

Document No: 5864_ASMP_5 McKay St Turner_20100803

Revision Status: A1

Title: Asbestos Survey & Management Plan
 McKay Gardens
 5 McKay St
 Turner
 ACT, 2612

Date of Issue: 03/08/10

Client: Link Corporate Services

Copy No: One

	Name	Position	Signature	Date
Prepared by:	Tammi Mason	Hazardous Materials Surveyor		03/08/10
Approved by:	Mark Hilton	Hazardous Materials Manager		03/08/10
Released by:	John Robson	Managing Director		03/08/10

RELEASE STATUS:

Confidential

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DISTRIBUTION (Add additional Pages as required)

Organisation	Attention	Copy No.	Actioned
Link Corporate Services	Gillian Walsh	1	03/08/10
Robson Environmental Pty Ltd	John Robson	2	03/08/10

TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	5
1.1	Purpose	5
1.2	Scope	5
1.3	Method	5
1.4	Key Findings	6
2	INTRODUCTION.....	8
2.1	Requirements for the Asbestos Survey & Management Plan	8
2.2	Exclusions	9
2.3	Limitations	9
3	ASBESTOS SURVEY	11
3.1	Survey Details	11
3.2	Survey Methodology	11
3.3	Sample Analysis	11
4	ASBESTOS RISK ASSESSMENT.....	13
4.1	Introduction	13
4.2	Asbestos Register	15
4.3	Photographs of Non ACM	17
4.4	Risk Assessment	19
5	ASBESTOS MANAGEMENT	20
5.1	Control Measures	20
5.2	Management of ACM	21
5.3	Management Decision Record	23
5.4	Timetable for Action	25
6	RESPONSIBILITIES	27
6.1	Management Responsibilities	27
6.2	Updating the Risk Assessment	28
6.3	Key Personnel	29
7	ASBESTOS REMOVAL WORKS.....	30
7.1	Management Responsibilities	30
7.2	Removalist Responsibilities	30
7.3	Licensing Requirements	30
7.4	Approval to Begin Asbestos Removal Works	31

7.5	Work in Areas Containing Asbestos – Trades Personnel	31
7.6	Emergency Work in Areas Containing Asbestos	31
7.7	Monitoring Arrangements	32
7.8	Clearance Inspections Prior To Re-Occupation	32
7.9	ACM removal/maintenance record	33
8	SAFE ASBESTOS REMOVAL PROCEDURES	35
9	UPDATING THE ASMP	37
10	APPENDICES	38
10.1	APPENDIX A – Laboratory Results	39
10.2	APPENDIX B – Plans	42
10.3	APPENDIX C – Glossary	43

1 EXECUTIVE SUMMARY

1.1 Purpose

This Asbestos Survey & Management Plan (ASMP) for McKay Gardens was commissioned by Link Corporate Services in order to ensure the occupants receive the highest standards of occupational health and safety in relation to in situ asbestos. The implementation of this Management Plan will assist Link Corporate Services in protecting the occupants of the premises from exposure to airborne asbestos fibres and the potential consequences of asbestos related disease.

1.2 Scope

Robson Environmental Pty Ltd was contracted to conduct a non-destructive asbestos survey of the premises. The survey was commenced on 6th July 2010.

The aim of the survey was to assess the extent, location and condition of asbestos containing material (ACM) in the premises.

Materials in similar locations which were visually consistent with those which have been identified as being an ACM are to be considered as being identical.

1.3 Method

The survey involved a visual inspection and subsequent sampling and analysis of collected samples by a National Association of Testing Authorities (NATA) laboratory using polarised light microscopy and/or x-ray diffraction. Samples were a representative selection of materials suspected of containing asbestos. Materials were not sampled from all areas due to the uniformity of the materials used.

The information contained in this document will assist Property Management to fulfil their obligations under the:

- *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018 (2005)];
- *Code of Practice for the Safe Removal of Asbestos* [NOHSC: 2002 (2005)];
- Dangerous Substances (General) Amendment Regulation 2007 (No1) SL2007-23;
- Dangerous Substances (General) Regulation 2004 SL2004 – 56;
- Work Safety Act 2008 [A2009-49];
- Work Safety regulations 2009 [A2009-45]
- ACT WorkCover requirements.

1.4 Key Findings

Asbestos: No Asbestos Containing Materials (ACM) were identified during the survey.

Refer to Section 1.4 - Table 1B for presumed ACMs and Section 2.2 for exclusions

Table 1B: Presumed ACM, concealed locations and required actions

TYPE	ACM	Locations	Action to be taken
The materials listed below while not identified on site, should be presumed to be present until a destructive survey confirms otherwise			
Presumed ACM	Insulation/pipe lagging	Inaccessible ducts, risers and ceiling and wall space cavities	<p>Destructive survey under controlled conditions prior to any refurbishment which is likely to disturb possible ACMs in these areas.</p> <p>Until these areas are surveyed they should be presumed to contain asbestos.</p> <p>No access to unauthorised personnel should be given</p>
	Asbestos millboard lining	Interior of air conditioning ductwork adjacent to heater elements	
	Asbestos insulation and gaskets/joints	Within mechanical equipment concealed by outer metal cladding, structure or housing	
	Asbestos vinyl floor tiles and covering & cushioning underlay	Beneath carpets and vinyl flooring	
	Asbestos sheeting	Backing material to ceramic tiles (Roofs, floors and walls) and packers to building construction joints, such as gable end verge under cloaking	
	Asbestos cement sheet formwork and electrical cable duct / water pipe	Subterranean areas	
	Asbestos brake linings	Lift Motor Room and large machinery	

Recommendations

- **There was no ACM identified, however this was not an intrusive survey. The owners should be aware of the limitations of the survey outlined in section 1.4 table 1B and section 2.2.**
- **Prior to any planned demolition, major refurbishment or maintenance, its effect upon any asbestos that may be contained within the building infrastructure section 1.4 table 1B must be established by reference to this document, including amendments.**

2 INTRODUCTION

This ASMP is designed to address the safe control of ACM identified by Robson Environmental Pty Ltd, in the premises. It is also designed to address any future asbestos findings.

This ASMP contains sections covering the identification, evaluation and control of asbestos hazards which were identified in a survey of the premises by Robson Environmental Pty Ltd in July 2010.

2.1 Requirements for the Asbestos Survey & Management Plan

The building manager must retain a copy of this ASMP and upon request; it must be made available to tenants. Prior to any repair, maintenance or building works to the premises, all personnel undertaking the works must be provided with a copy of this ASMP.

Maintenance, trades and other personnel must be instructed not to remove or damage identified ACM. If ACM is identified in the area where work is to be undertaken the ACM must be removed prior to the work commencing.

Removal of ACM must be undertaken by an ACT licensed Asbestos Removalist in accordance with the *Code of Practice for the Safe Removal of Asbestos, 2nd Edition* [NOHSC: 2002 (2005)].

This ASMP includes the following:

- A register of all known ACM
- Extent, form, condition and risks associated with the ACM
- Labelling requirements for ACM
- Safe work methods, removal methods and training requirements
- Responsibilities of all persons involved in ACM management
- Procedures to address incidents or spillage involving ACM
- A timetable for managing risks, including priorities for removal or control of ACM according to risk and timetable for reviewing risk assessments
- A procedure for reviewing and updating the ASMP and register of ACM, including a timetable

This ASMP addresses the current requirements for asbestos management and therefore must be updated as required to reflect legislative changes. The asbestos register and associated risk assessment within this ASMP is designed to be reviewed by a Class A Asbestos Assessor every 12 months.

Where ACM has been disturbed, removed, enclosed, encapsulated, sealed or its condition has deteriorated in the preceding 12 month period, the existing asbestos risk assessment will no longer be valid and the ASMP will need to be revised by the Class A Asbestos Assessor to reflect these changes.

2.2 Exclusions

The survey was non-destructive in nature. Therefore, sampling was limited to accessible materials. **No determination can be made regarding the possibility of concealed or inaccessible ACM without gaining access to areas that are not readily accessible to allow for inspections.**

Unless specifically noted, the survey did not cover exterior ground surfaces, sub-surfaces (e.g. infill/soil) or materials such as materials in laboratories or special purpose facilities.

When any building works are undertaken, care should be taken to determine the existence or otherwise of ACM. As a precaution, all materials that may or are likely to contain asbestos should be assumed to contain asbestos and be treated appropriately until sample and analysis confirms otherwise. If, during building works, ACM is located, those works should cease in the areas of concern and a licensed Asbestos Removalist contacted immediately to remove the material. A licensed Asbestos Assessor must issue a clearance certificate before works may recommence in the affected area.

Robson Environmental Pty Ltd recommends that prior to any works, our office be contacted. Our Asbestos Assessors can attend the site to observe the works process, advise as necessary, and in the event of asbestos being located, assist with assessing the extent of ACM. Further, Robson Environmental Pty Ltd provides all occupational hygiene services in relation to asbestos removal.

2.3 Limitations

Although all reasonable care and attention is taken in compiling this report, no guarantee as to its accuracy or completeness can be given. This may be a result of:

- normal construction practices of 'building in' some ACM (i.e. during previous renovations or additions)
- the random application of asbestos materials, and
- other physical or applied constraints on our investigation.

Our report is limited by the physical constraints of the structure under investigation. Prior to any refurbishment or hazardous material removal projects, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the hazardous materials, particularly in those areas which may require full or partial demolition, in order to determine the exact extent and location of these materials.

Although extensive, this ASMP must not be used as a specification or method statement for any future asbestos removal project. In these circumstances, detailed plans and quantities would be required.

3 ASBESTOS SURVEY

3.1 Survey Details

Robson Environmental Pty Ltd commenced the asbestos survey on 6th July 2010. The survey included all accessible building areas. Inaccessible areas and limitations are described in Sections 2.2 and Section 2.3 respectively.

3.2 Survey Methodology

The survey involved a visual inspection and subsequent sampling and analysis of materials in a NATA laboratory using polarised light microscopy and/or x-ray diffraction. Samples were a representative selection of materials suspected of containing asbestos. Materials were not sampled from all areas due to the uniformity of the materials used.

3.3 Sample Analysis

Table 2: Mineralogical analysis of samples for asbestos using polarising light microscopy and/or x-ray diffraction.

Sample Reference	Sample location	Sample type	Composition/ Assessment
5864 – A1	Unit 1 – window caulking	Caulking	No asbestos detected
5864 – A2	Unit 1 store ceiling space – sheet debris	Sheet	No asbestos detected
5864 – A3	Unit 1 – external eave	Sheet	No asbestos detected
5864 – A4	Toilet corridor adjacent unit 4 – eave sheet	Sheet	No asbestos detected
5864 – A5	Fire hose reel cupboard adjacent unit 12 – sheet debris on ground	Sheet	No asbestos detected
5864 – A6	Unit 12 – external eave sheet	Sheet	No asbestos detected
5864 – A7	External sheet beneath roof tiles	Sheet	No asbestos detected

NATA accredited laboratory: Envirolab Services Ltd

Accreditation number: 2901

Legend

Chrysotile	=	white asbestos
Amosite	=	grey or brown asbestos
Crocidolite	=	blue asbestos

- It should be noted that the above samples were a representative selection of materials suspected of containing asbestos.
- Samples may not have been taken from all areas due to the uniformity of the materials used throughout the premises.
- On-site inspections and an examination of the asbestos register and accompanying plans within this report should be undertaken prior to the commencement of any asbestos removal programme.

While Robson Environmental Pty Ltd has taken all care to ensure that this report includes the most accurate information available, where it uses test results prepared by third parties, it relies on the accuracy of the test results in preparing this report. In providing this report, Robson Environmental Pty Ltd does not warrant the accuracy of such third party analytical results.

4 ASBESTOS RISK ASSESSMENT

4.1 Introduction

The purpose of the risk assessment is to enable informed decisions to be made concerning the control of ACM. As per NOHSC: 2018 (2005), the risk assessment should take into account the information in the Asbestos Management Register, including:

- the type of ACM (bonded or friable)
- the condition and location of ACM
- whether the ACM is likely to be disturbed due to its condition and location and
- the likelihood of exposure.

Types of ACM

Bonded ACM	<p>Bonded asbestos is any material that contains asbestos firmly bound into a matrix. It may consist of cement or various resins/binders and cannot be reduced to a dust by hand pressure. As such it does not present an exposure hazard unless cut, abraded, sanded or otherwise disturbed. Therefore, the exposure risk from bonded ACM is negligible during normal building occupation.</p> <p><i>Note: if bonded ACM is damaged or otherwise deteriorated, the risk assessment must be reviewed to reflect a higher potential for exposure to asbestos fibres. When severely damaged, bonded ACM must be assessed as being friable. A Class A Asbestos Assessor must perform the risk assessment.</i></p>
Friable ACM	<p>Friable asbestos material can be crumbled or reduced to a dust by hand pressure when dry. It can represent a significant exposure hazard as a consequence of minor disturbance. Examples of friable asbestos are hot water pipe lagging, severely damaged asbestos cement sheet, limpet spray to structural beams and electrical duct heater millboard.</p>

ACM CONDITION RATING

1	Severe	Friable: Readily accessible, deteriorated surface in extremely poor condition
2	Poor	Friable: Unstable material that is relatively accessible Bonded: Readily accessible, deteriorated surface
3	Normal	Friable: Stable asbestos that is relatively inaccessible Bonded: Accessible surfaces in fair condition
4	Good	Bonded: Well sealed stable surfaces in accessible locations

ACM RISK RATING

A	Very High	Friable: Exposure to airborne asbestos as a consequence of extremely minor disturbance
B	High	Friable: Exposure to airborne asbestos occurs as a consequence of significant disturbance Bonded: Exposure to airborne asbestos likely as a consequence of significant disturbance
C	Medium	Friable: Exposure to airborne asbestos unlikely during normal building use Bonded: Exposure to airborne asbestos highly unlikely during normal building use
D	Low	Bonded: No exposure to airborne asbestos during normal building use

4.2 Asbestos Register

The Asbestos Register details the type, location, risk rating and action required for all identified ACM. The register should be accessed to inform all decisions made concerning the control of ACM. Action taken to control ACM must be recorded in this register in order to comply with the *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018(2005)].

Table 3A: Asbestos Register (to be updated as required)

ACM ¹	Sample No.	Photo No.	ACM type	Locations	Condition Rating	Risk Rating	Approx Quantity	Management Option Defer action (Inspect, label & maintain), encapsulate, repair or remove	Action Undertaken	Assessor/ Date assessed
Friable Asbestos	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Bonded Asbestos	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

1. See Section 5 Asbestos management for management options
2. Other mitigation actions only applicable if building is to remain in use
3. RA = Referred to another sample as being the same material

Refer to Section 1.4 - Table 1B for presumed ACMs and Section 2.2 for exclusions

Table 3C: Register of Sampled materials (which have been confirmed as non ACM)

Non ACM Sample Register			
Sample number	Photo No.	Material	Locations
5864 – A1	1	Caulking	All units – window caulking
5864 – A2	2	Sheet	Unit 1 store ceiling space – sheet debris
5864 – A3	3	Sheet	Unit 1 – external eave
5864 – A4	4	Sheet	Toilet corridor adjacent unit 4 – eave sheet
5864 – A5	5	Sheet	Fire hose reel cupboard adjacent unit 12 – sheet debris on ground
5864 – A6	6	Sheet	Unit 12 – external eave sheet
5864 – A7	-	Sheet	External sheet beneath roof tiles

Refer to Section 1.4 - Table 1B for presumed ACMs and Section 2.2 for exclusions

4.3 Photographs of Non ACM



Photograph 1:
All units – window caulking
(refer sample 5864 – A1)
No Asbestos Detected



Photograph 2:
Unit 1 store ceiling space – sheet
debris
(refer sample 5684 – A2)
No Asbestos Detected



Photograph 3:
Unit 1 – external eave
(refer sample 5864 – A3)
No Asbestos Detected



Photograph 4:
Toilet corridor adjacent unit 4 – eave sheet
(refer sample 5864 – A4)
No Asbestos Detected



Photograph 5:
Fire hose reel cupboard adjacent unit 12 – sheet debris on ground
(refer sample 5864 – A5)
No Asbestos Detected



Photograph 6:
Unit 12 – external eave sheet
(refer sample 5864 – A6)
No Asbestos Detected

4.4 Risk Assessment

Control Measures General Requirements

- Any ACM which is not scheduled for immediate removal should be labelled and maintained in good condition.
- The details of any deterioration or removal must be entered into the ACM register.
- Maintenance and other personnel must be made aware of the location of ACM.
- The Asbestos Register must be freely available to all stakeholders.
- Unless holding a valid ACT Asbestos Removal Licence, maintenance workers or occupants shall not remove or knowingly damage identified ACM.
- Prior to any planned demolition, refurbishment or maintenance, its effect upon any in situ asbestos must be established by reference to this document, including amendments.

Recommended Control Measures for the Premises

- Identified ACM should be labelled with approved asbestos warning labels or signs. Where labelling is not practicable, strict administrative controls must be in place to ensure ACM is not subject to accidental damage or misuse.
- The ACM should be maintained in good condition.
- Prior to any planned demolition, refurbishment or maintenance, its effect upon any in situ asbestos must be established by reference to this document, including amendments.

The asbestos register and associated risk assessments within the ASMP are designed to be reviewed by a Class A Asbestos Assessor every 12 months.

Where an ACM has been disturbed, removed, enclosed, encapsulated, sealed or its condition has deteriorated in the preceding 12 month period, the existing asbestos risk assessment will no longer be valid and the ASMP will need to be revised by a Class A Asbestos Assessor to reflect these changes.

Demolition or any other works within areas where asbestos is located is not to take place until the asbestos removal works have been completed and a Clearance Certificate issued by a Class A Asbestos Assessor.

5 ASBESTOS MANAGEMENT

5.1 Control Measures

General requirements

- ACM identified as representing an exposure risk (see Table 3 Asbestos Register) should be removed or otherwise controlled.
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register.
- Maintenance and other personnel must be made aware of the location of ACM.
- The Asbestos Register must be freely available.
- Unless holding a valid ACT Asbestos Removal Licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in situ asbestos must be established by reference to this document, including amendments.

Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is located to the exterior of the premises.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (E.g. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by an appropriately licensed Asbestos Removalist.**
- Register the event in the Asbestos Survey and Management Plan (ASMP).

5.2 Management of ACM

The options for short to medium-term management of ACM are outlined below.

1. Defer action

✓ Appropriate when	* Not appropriate when	✓ Advantages	* Disadvantages
Negligible risk of exposure and Asbestos inaccessible and fully contained or Asbestos stable and not liable to damage	Possibility of deterioration or damage Airborne dust exceeds recommended exposure standard	No initial cost Cost of removal deferred	Hazard remains Need for continuing assessment Asbestos management program required

2. Encapsulate or seal¹

✓ Appropriate when	* Not appropriate when	✓ Advantages	* Disadvantages
Removal difficult or not feasible Firm bond to substrate Damage unlikely Short life of structure	Asbestos deteriorating Application of sealant may cause damage to material Water damage likely Large areas of damaged asbestos	Quick and economical for repairs to damaged areas May be an adequate technique to control release of asbestos dust	Hazard remains Cost for large areas may be near removal cost Asbestos management system required Eventual removal may be more difficult and costly

¹ : Seal through application of paint, lacquer or PVA spray

3. Removal

✓ Appropriate when	✗ Not appropriate when	✓ Advantages	✗ Disadvantages
<p>Surface friable or asbestos poorly bonded to substrate</p> <p>Asbestos is severely water-damaged or liable to further damage or deterioration</p> <p>Located in air conditioning duct</p> <p>Airborne asbestos exceeds recommended exposure standard</p> <p>Other control techniques inappropriate</p>	<p>Located on complex and inaccessible surfaces</p> <p>Removal extremely difficult and other techniques offer satisfactory alternative</p>	<p>Hazard removed</p> <p>No further action required</p>	<p>Increases immediate risk of exposure especially to removal workers</p> <p>Creates major disturbance in building</p> <p>Often highest cost, most complex and time-consuming method</p> <p>Removal may increase fire risk in building; substitute required</p> <p>Possible contamination of whole building if removal is done poorly</p>

Option 2: Encapsulate or seal

Item no.	ACM and Location	Reason	Authorisation	Date

Option 3: Removal

Item no.	ACM and Location	Reason	Authorisation	Date

6 RESPONSIBILITIES

6.1 Management Responsibilities

The building manager must:

- ensure the ACM register and all relevant information pertaining to asbestos in the workplace is freely available upon request
- provide occupants with up-to-date information relating to the condition and relative risk of ACM in the workplace
- provide information on the control measures in place to contain ACM-related risk, and
- provide information to staff and contractors on measures to be taken to ensure there is no exposure to asbestos in the workplace, either through accident or negligence.

Management Action Record

Record all communication activities undertaken to inform staff/occupants of ACM in the workplace.

Action	Authorisation	Date

6.2 Updating the Risk Assessment

The *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018 (2005)] Section: 9.3.1 requires:

The register of ACM, including any risk assessments, should be reviewed every 12 months or earlier where:

- a risk assessment indicates the need for reassessment; or
- any ACM has been disturbed or moved

A visual inspection of identified ACM should be undertaken as part of any review.

The Dangerous Substances (General) Regulations 2004 (R13) requires the review of the Asbestos Survey Management Plan to be carried out by a at intervals determined by the criteria set out in Chapter 3, Part 3.4, Section 326 of the Dangerous Substances (General) Regulations 2004 (R13); the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessments are required in addition to an Asbestos Register and Survey. Class A Asbestos Assessors at Robson Environmental Pty Ltd are able to produce these documents to comply with your obligations.

Each review should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres
- controlling access to asbestos
- highlighting the need for action to maintain or remove ACM, and
- maintaining the accuracy of the ASMP.

Details of any mitigating actions must be recorded in the Asbestos Register (Refer Table 3).

6.3 Key Personnel

This section outlines the responsibilities of all persons involved in the safe management of ACM.

1. Building manager

Name:	
Contact details:	
Responsibilities:	<i>e.g. provision of information</i>

2. Occupational Health and Safety Representative

Name:	
Contact details:	
Responsibilities:	<i>e.g. keeping occupants informed of any changes to the status of ACM in the workplace</i>

3. Facilities Management (if applicable)

Name:	
Contact details:	
Responsibilities:	<i>e.g. arrange removal and repair works as required; maintaining the ASMP</i>

4. Other

Name:	
Contact details:	
Responsibilities:	

7 ASBESTOS REMOVAL WORKS

7.1 Management Responsibilities

Where it has been determined that ACM is to be removed, management or the client must ensure that a risk assessment is performed prior to the removal works, and that the removalist takes this risk assessment into account. This risk assessment must include the possibility of uncovering previously concealed ACM and ensuring concealed ACM is identified by a Class A Asbestos Assessor.

The client should provide a detailed scope of works for the Asbestos Removalist, including potential hazards, details about areas which may contain asbestos and arrangements for clearance inspections and air monitoring.

7.2 Removalist Responsibilities

Prior to the commencement of removal works, the licensed asbestos removal contractor must:

- provide a site-specific Asbestos Removal Control Plan (ARCP)
- ensure the removal is adequately supervised and carried out in a safe manner
- ensure all persons carrying out the removal are competent and trained for the type of work being carried out
- demonstrate that they have a health surveillance program in accordance with the requirements of NOHSC: 2002 (2005).

7.3 Licensing Requirements

All Asbestos Removalists in the ACT are licensed by the ACT Planning and Land Authority (ACTPLA).

As a minimum, the holder of an ACT Asbestos Licence is required to demonstrate practical experience in the industry for at least three years and possess a full and complete understanding of the requirements of the:

- *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC: 2018 (2005)]
- *Code of Practice for the Safe Removal of Asbestos* [NOHSC: 2002 (2005)]
- Work Safety Act 2008 [A2009-49]
- Work Safety regulations 2009 [A2009-45]
- ACT WorkCover requirements
- ACT Dangerous Substances Act A2004-7

ACTPLA specify requirements for authorising certifiers and builders as well as the respective requirements of ACT WorkCover and ACT NOWaste for the removal and transport of ACM.

7.4 Approval to Begin Asbestos Removal Works

- i. All removal methods and procedures are required to be undertaken in accordance with NOHSC: 2002 (2005).
- ii. Building management in conjunction with an Asbestos Assessor will inform the Asbestos Removalist of the Scope of Work.
- iii. The Class A Asbestos Assessor will be required to provide a clearance certificate on satisfactory completion of the works.

7.5 Work in Areas Containing Asbestos – Trades Personnel

Prior to commencement of works the following undertakings, procedures and awareness must be observed:

- i. Work must not proceed under any circumstance without first contacting the Building Manager or Authorised Person.
- ii. Refer to this ASMP (including amendments) to determine if asbestos materials are likely to be encountered in the general work area. If no asbestos is located in the area of intended work, the area may be entered by all relevant personnel on an unrestricted basis.
- iii. Work in areas where asbestos will or is likely to be disturbed will only be given to ACT licensed Asbestos Removalists and all access and works will be in accordance with the requirements of [NOHSC: 2002 (2005)].

7.6 Emergency Work in Areas Containing Asbestos

- i. If emergency access is required, contact the Building Manager.
- ii. If the Building Manager determines that asbestos is likely to be disturbed all works must be in accordance with the requirements of [NOHSC: 2002 (2005)] (i.e. a licensed Asbestos Removalists must be contacted to undertake any asbestos removal works).
- iii. A Class A Asbestos Assessor will be required to provide a clearance certificate on satisfactory completion of the works.

7.7 Monitoring Arrangements

To ensure control measures are effective, air monitoring should be performed whenever friable ACM is being removed from buildings. A Risk Assessment may also require that air monitoring is undertaken during or at the completion of the removal of Bonded ACM.

All air monitoring must be performed by a competent person accredited by NATA to perform air sampling for asbestos. Sampling should be performed in accordance with the *'Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)]*.

It is the Asbestos Removalist's responsibility to ensure that the maximum fibre levels throughout asbestos removal and associated works do not equal or exceed the minimum practical detection limit of 0.01 fibres per millilitre of air (f/mL). The consequences of airborne fibre levels observed at or exceeding those specified below will result in the Class A Asbestos Assessor instructing the contractor to take the appropriate 'Control /Action' as listed below from [NOHSC: 2002 (2005)]:

Control Level (airborne asbestos fibres/mL)	Control / Action
< 0.01	Continue with control measures
≥ 0.01	Review control measures
≥ 0.02	Stop removal work and find the cause

7.8 Clearance Inspections Prior To Re-Occupation

Following removal work, a clearance inspection must be undertaken prior to re-occupation of an asbestos work area. This shall be conducted by a Class A Asbestos Assessor.

All barriers and warning signs should remain in place until the area has been cleared.

2. Asbestos Control Measures

Work performed	Air monitoring/ decontamination	Clearance certificate issued	Other

3. Additional Information

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8 SAFE ASBESTOS REMOVAL PROCEDURES

Friable ACM:

The licensed Asbestos Removalist must provide a Safe Work Method Statement (SWMS) and an Asbestos Removal Control Plan (ARCP). However, an overview of basic requirements for removal of friable asbestos products is as follows:

- i. Obtain approval from the Building Manager to begin asbestos removal works.
- ii. Inform the building occupants of intended asbestos removal works.
- iii. Re-locate all occupants in immediate area and adjacent areas.
- iv. Rope or barricade the area adjacent to the removal area and place appropriate signage at the perimeter of the area for the removal of friable asbestos materials.
- v. Set up the removal area with appropriate materials (plastic, tape etc.) and the decontamination area to facilitate effective control of airborne fibres that may be generated during the removal of the friable asbestos (i.e. negative air units and wet decontamination facilities would be required for this type of removal).
- vi. Using protective clothing and a full face Power Air Purifying Respirator (PAPR) with a fitted P3 particulate filter (cartridge) respirator conforming to AS/NZS 1715:2009.
- vii. The ACM must be kept moist with a water mist spray during the removal of the material except where an electrical hazard exists.
- viii. Hand tools are preferred over power tools, and high-speed abrasive power tools should not be used. If low-speed power tools are used they should be fitted with local exhaust ventilation dust control. The ARCP must detail the proposed decontamination method when power tools are to be used within the removal area.
- ix. Removed asbestos and other materials are to be packed into plastic bags or containers marked as asbestos waste.
- x. Asbestos products must not be re-used.
- xi. All surfaces within the removal area to be thoroughly vacuumed to remove any asbestos residue.
- xii. All surfaces must be Polyvinyl Acetate (PVA) sprayed to seal any microscopic asbestos fibres or wet-wiped (oil/solvent or water-soaked rag) to remove asbestos fibres.
- xiii. Remove all asbestos containing material and all asbestos contaminated material from site for disposal in the approved manner.
- xiv. Obtain a visual Clearance Certificate from a Class A Asbestos Assessor.

Note: Air monitoring is required during the removal of friable ACM according to specific removal locations. The locations and frequency of all air monitoring must be determined and performed by NATA accredited personnel (refer Section 7.7).

Bonded ACM

The licensed Asbestos Removalist must provide a SWMS and an ARCP. However, an overview of basic requirements for removal of bonded ACM is as follows:

- i. Obtain approval from the Building Manager to begin asbestos removal works.
- ii. Inform the building occupants of intended asbestos removal works.
- iii. Re-locate all occupants in immediate and adjacent areas.
- iv. Rope or barricade adjacent to the removal area and place appropriate signage at the perimeter.
- v. Set up the removal and decontamination areas with appropriate materials (plastic, tape, etc.) to facilitate effective control of airborne fibres that may be generated during the removal of bonded ACM.
- vi. Using protective clothing and a half face particulate filter (cartridge) respirator conforming to AS/NZS 1715:2009.
- vii. Hand tools are preferred over power tools, and high-speed abrasive power tools should not be used. If low-speed power tools are used they should be fitted with local exhaust ventilation dust control. Asbestos cement sheeting should be wetted during removal where safe.
- viii. Removed contaminated materials are to be packed into disposal crates or wrapped in plastic sheeting.
- ix. Asbestos products must not be re-used.
- x. All surfaces within the removal area to be thoroughly vacuumed to remove any asbestos residue.
- xi. All surfaces must be Polyvinyl Acetate (PVA) sprayed (to seal any asbestos fibres) or wet-wiped (oil/solvent or water-soaked rag) (to remove asbestos fibres).
- xii. Remove all asbestos containing material and all asbestos contaminated material from site for disposal in the approved manner.
- xiii. Obtain a visual Clearance from a Class A Asbestos Assessor.

Note: Air monitoring may be required during the removal of bonded ACM. The locations and frequency of all air monitoring must be determined and performed by NATA accredited personnel (refer Section 7.7).

9 UPDATING THE ASMP

Where an ACM has been disturbed, removed, enclosed, encapsulated, sealed or its condition has deteriorated in the preceding 12 month period, the existing asbestos risk assessment will no longer be valid and the ASMP will need to be revised by a Class A Asbestos Assessor to reflect these changes.

The reviews should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres
- controlling access to asbestos
- highlighting the need for action to maintain or remove ACM, and
- maintaining the accuracy of the ASMP.

10 APPENDICES

10.1 APPENDIX A – Laboratory Results



Envirolab Services Pty Ltd
ABN 37 112 535 645
12 Ashley St Chatswood NSW 2067
ph 02 9910 6200 fax 02 9910 6201
enquiries@envirolabservices.com.au
www.envirolabservices.com.au

CERTIFICATE OF ANALYSIS 43094

Client:

Robson Environmental Pty Ltd
PO Box 112
Fyshwick
ACT 2609

Attention: Kyle Hulme

Sample log in details:

Your Reference:	5864, McKay Gardens
No. of samples:	7 Materials
Date samples received:	07/07/10
Date completed instructions received:	07/07/10

Analysis Details:

Please refer to the following pages for results and methodology summary.
Samples were analysed as received from the client. Results relate specifically to the samples as received.
Note, even after disintegration it can be difficult to detect the presence of asbestos in some asbestos -containing bulk materials using PLM and dispersion staining. This is due to the low grade or small length or diameter of the asbestos fibres present in the material, or to the fact that very fine fibres have been distributed intimately throughout the materials. Vinyl/asbestos floor tiles, some asbestos containing epoxy resins and some ore samples are examples of these types of material, which are difficult to analyse.

Report Details:

Date results requested by:	14/07/10
Date of Preliminary Report:	Not Issued
Issue Date:	13/07/10

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Accredited for compliance with ISO/IEC 17025. **Tests not covered by NATA are denoted with *.**

Results Approved By:

Asbestos was analysed by Approved Identifier:	Matt Mansfield
Asbestos was authorised by Approved Signatory:	Matt Mansfield


Matt Mansfield
Approved Signatory



Envirolab Reference: 43094
Revision No: R 00

Page 1 of 3

Client Reference: 5864, McKay Gardens

Envirolab Ref:	Sample ID:	Date analysed	Sample Description	Asbestos ID in materials
--	--	-	-	-
43094-1	5864-A1	13/7/2010	10x6x1mm hardened mastic	No asbestos detected
43094-2	5864-A2	13/7/2010	28x15x5mm Fibreboard	No asbestos detected
43094-3	5864-A3	13/7/2010	30x10x5mm Fibreboard	No asbestos detected
43094-4	5864-A4	13/7/2010	20x10x5mm fibreboard	No asbestos detected
43094-5	5864-A5	13/7/2010	75x60x5mm Fibreboard	No asbestos detected
43094-6	5864-A6	13/7/2010	0.25g Fibre cement & Paint	No asbestos detected
43094-7	5864-A7	13/7/2010	0.5g Fibre board	No asbestos detected

Envirolab Reference: 43094
Revision No: R 00



Page 2 of 3

Client Reference: 5864, McKay Gardens

Method ID	Methodology Summary
AS4964-2004	Asbestos ID - Qualitative identification of asbestos type fibres in bulk samples using Polarised Light Microscopy and Dispersion Staining Techniques.

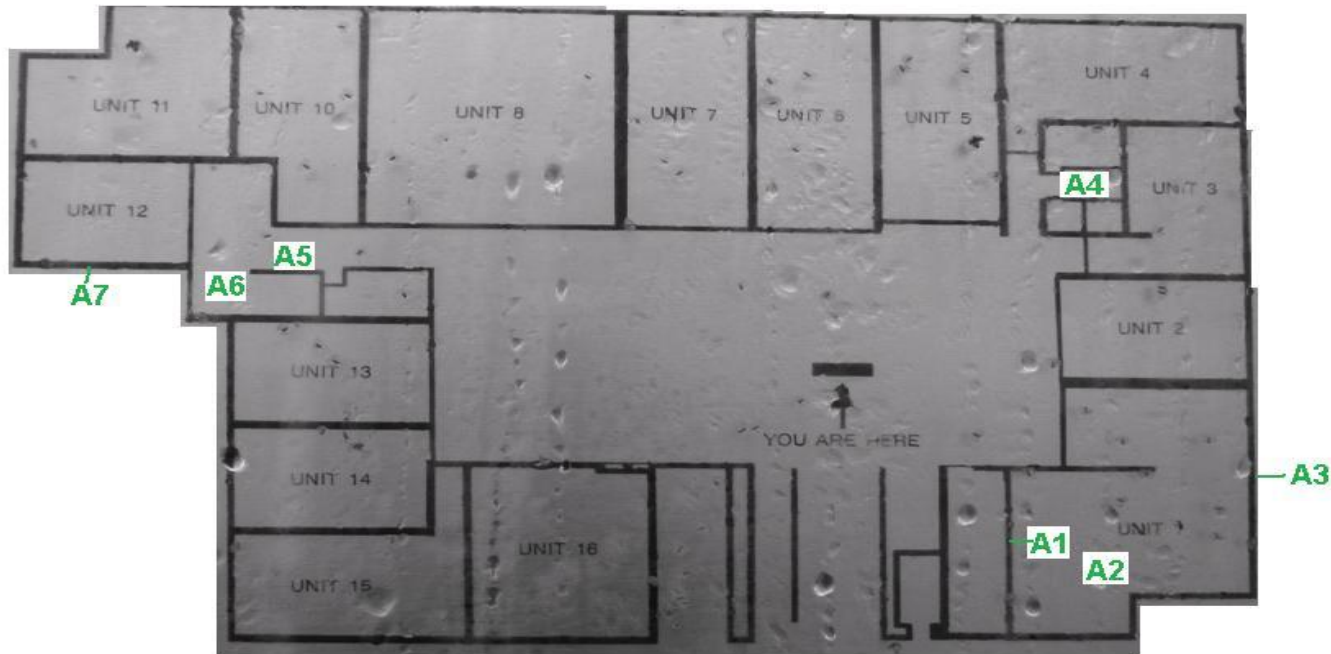
Envirolab Reference: 43094
Revision No: R 00



Page 3 of 3

10.2 APPENDIX B – Plans

McKay Gardens, Turner ACT



Legend:
Non ACM samples

Refer to Section 1.4 - Table 1B for presumed ACMs and Section 2.2 for exclusions

10.3 APPENDIX C – Glossary

ACM	<i>See asbestos containing material</i>
Air monitoring ¹	Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. <i>Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 2003 (2005)]</i>
Airborne asbestos fibres ²	Any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable asbestos fibres (those less than 3µm wide, more than 5µm long and with a length to width ratio of more than 3 to 1) are counted.
Amosite	Grey or brown asbestos
AMP	<i>See asbestos survey and management plan</i>
AR	<i>See Asbestos Register</i>
Asbestos Containing Material (ACM)	Any material, object, product or debris that contains asbestos.
Asbestos Register	Inventory of ACM by type, form, location, risk and required action.
Asbestos Removalist ²	A competent person who performs asbestos removal work. <i>Note: an asbestos removal licence is required in all State and Territory jurisdictions for friable ACM.</i>
Asbestos Survey and Management Plan (ASMP)	Document covering the identification, risk evaluation, control and management of identified asbestos hazards, developed in accordance with NOHSC: 2018(2005).
Asbestos ²	The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos–cement (AC) ²	Products consisting of sand aggregate and cement reinforced with asbestos fibres (E.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).
Bonded asbestos	ACM that is bonded into a stable matrix and cannot be reduced to a dust by hand pressure.
Chrysotile	White asbestos
Clearance inspection ²	An inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.

Clearance monitoring ²	Air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/mL.
Competent person ²	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.
Control monitoring ²	Air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Crocidolite	Blue asbestos
Exposure monitoring	Air monitoring in the breathing zone to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the National Exposure Standard.
Friable asbestos ²	Asbestos containing material which when dry is or may become crumbled, pulverised or reduced to powder by hand pressure.
In situ ²	Fixed or installed in its original position, not having been removed.
Inaccessible areas	Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Licensed Class A Asbestos Assessor	Person who is qualified to undertake the identification and assessment of asbestos and provide recommendations on its safe management.
Licensed Class B Asbestos Assessor	Person who is qualified to undertake the identification of asbestos.
Membrane	A flexible or semi-flexible material, which functions as the waterproofing component in a roofing or waterproofing assembly.
NATA	National Association of Testing Authorities (NATA)
NOHSC (<i>now SWA</i>)	National Occupational Health and Safety Commission (<i>now known as Safe Work Australia</i>)
Safe Work Australia Council (SWAC)	A council that provides a national forum for State and Territory governments, employers and employees to consult and participate in the development of policies relating to OHS and workers' compensation matters, and promote national consistency in the OHS and workers' compensation regulatory framework.
SWMS	Safe Work Method Statement
UST	Underground Storage Tank (fuel)

1. Definition sourced from: NOHSC: 2018(2005).

2. Definition sourced from: NOHSC: 2002(2005).



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11091350
PDS AND POLICY WORDING	Commercial Strata Product Disclosure Statement and Policy Wording SCI034-Policy-CS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_CSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 283 5 McKay Gardens, Turner, ACT, 2612
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/10/2024 Expiry Date: 4:00pm on 26/10/2025
INTERMEDIARY	Link Strata Management
ADDRESS	PO Box 154, Curtin, ACT, 2605
DATE OF ISSUE	23/10/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$9,621,534
		Common Area Contents	\$96,215
	PART B	Loss of Rent/Temporary Accommodation	\$1,443,230
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Insurance Valuation Report

For

5 McKay Gardens

5 McKay Gardens, Turner ACT 2612

Scheme Number: 283



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 216096

16 December 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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W www.qjagroup.com.au

QIA Group Pty Ltd
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QIA Group Pty Ltd

REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **5 McKay Gardens, Turner ACT 2612**.

1.2 Property Address

The property is situated at **5 McKay Gardens, Turner ACT 2612**.

1.3 Description of Building

The property is a mixed-use office/commercial centre comprising sixteen lots in a single storey building with covered access walkways, vehicular accommodation is provided by allocated spaces in a shared secure basement garage area. The units have each been fitted out by the occupiers to suit their own purposes. Common property includes toilet, driveway pavings, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 18 December 1982.

1.4 Client

The Proprietors 5 McKay Gardens.

1.5 Replacement Value

Recommended Insured Value: \$7,530,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

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

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

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

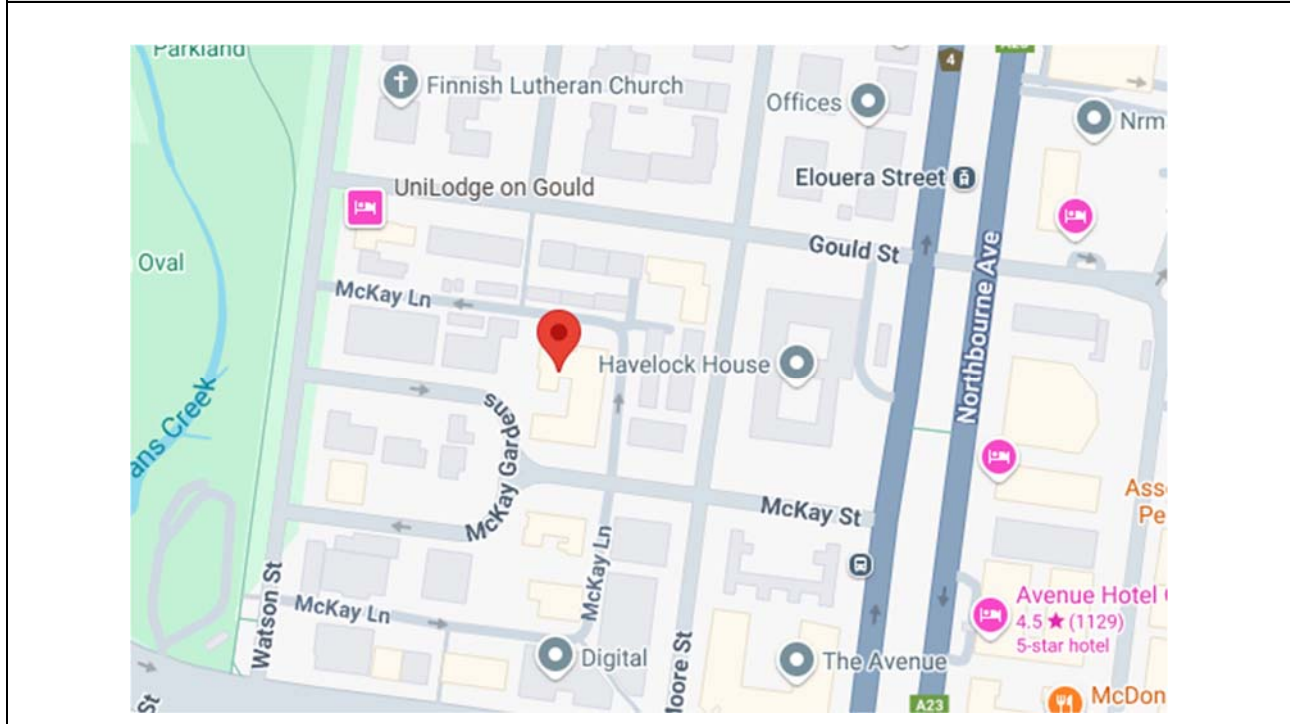
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$5,650,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$510,000
Progressive Subtotal:	\$6,160,000
Professional Fees:	\$680,000
Progressive Subtotal:	\$6,840,000
Removal of Debris:	\$280,000
Progressive Subtotal:	\$7,120,000
Cost Escalation for Insurance Policy Lapse Period:	\$410,000
Progressive Subtotal:	\$7,530,000
Recommended Insured Value:	\$7,530,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Face brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed roof.

ROOFING: Concrete tile.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete and bitumen.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



ACT Maintenance Plan

McKay Gardens

5 McKay Street, Turner, ACT 2612

Scheme Number: 283



COMPILED BY VON HARAMINA

**On 3 February 2023 for the
Period Commencing 1 January 2023
QIA Job Reference Number: 184806**

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

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REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
PROPERTY LOCATION.....	- 3 -
INSPECTION & DOCUMENTATION SUMMARY.....	- 3 -
BACKGROUND.....	- 4 -
REPORT INFORMATION.....	- 5 -
AREAS NOT INSPECTED (Typical)	- 5 -
PHOTOS	
PLAN	

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

5 McKay Street, Turner, ACT 2612

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on December 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

McKay Gardens - Plan No 283 (Class A)

5 McKay Street, Turner, ACT 2612

Date of preparation of Initial Maintenance Plan - 3 February 2023



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)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037																													
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													
SUPERSTRUCTURE																																																					
Repaint external/internal walkway ceilings - posts				Routine		Annually		OC	10	X																X																											
Maintain/repaint fascia				Routine		Annually		OC	10	X																X																											
Maintain window fixtures & fittings				Routine		Annually		OC	50			X														X																											
Repaint soffits				Routine		Annually		OC	10	X																X																											
Repaint door faces				Routine		Annually		OC	10	X																X																											
Maintain/replace external door/frames				Routine		Annually		OC	30				X					X								X																											
Repair/maintain handrail fixings				Routine/Safety		Annually		OC	35		X			X					X							X																											
Repaint awnings				Routine		Annually		OC	10	X																																											
Repaint handrails				Routine		Annually		OC	10	X																X																											
Repaint gables				Routine		Annually		OC	10	X																X																											
Maintain tiles				Routine/Safety		Annually		OC	40		X							X								X																											
BASEMENT																																																					
Maintain/replace supply/extraction/inline fans				Inspect/Service		Annually		Licensed Contractor	25							X																																					
Repaint line marking				Routine/Safety		Annually		OC	10		X															X																											
Maintain/repair ventilation ducting				Routine		Annually		OC	30											X																																	
Repaint door faces				Routine		Annually		OC	10		X															X																											
Maintain/repair main entry gate running gear				Inspect/Service		Annually		Licensed Contractor	15		X							X								X																											
Service/replace entry gate motor				FAAC		Annually		Licensed Contractor	9			X													X																												
DRIVEWAYS, PATHWAYS & PARKING																																																					
Topcoat/reseal bitumen driveway surface				Routine/Safety		Annually		OC	40											X						X																											
Maintain bitumen driveway (patchwork)				Routine/Safety		Annually		OC	40		X			X					X																																		
Maintain concrete driveway				Routine/Safety		Annually		OC	50					X												X																											
Maintain/repaint bollards				Routine/Safety		Annually		OC	10		X															X																											
Repaint line marking				Routine/Safety		Annually		OC	10		X															X																											
Replace traffic mirror				Routine/Safety		Annually		OC	15							X																																					
Maintain/replace wheelstops				Routine/Safety		Annually		OC	15							X										X																											
Pressure wash driveway, remove residue				Routine/Safety		Annually		OC	As required																																												
EXTERNAL WORKS																																																					
Maintain common pipework						Annually		Licensed Plumber	Ad Hoc					X												X																											
Maintenance of walkways				Routine/Safety		Annually		OC	50			X					X								X																												
Maintain/repair entry gate running gear (Centre courtyard)				Inspect/Service		Annually		Licensed Contractor	15		X						X									X																											
Service/replace entry gate motor (Centre courtyard)				FAAC		Annually		Licensed Contractor	9			X													X																												
Pressure wash pathways, remove residue				Routine/Safety		Annually		OC	As required																																												
FENCING																																																					
Repair/replace chainwire/mesh/gates fencing				Routine		Annually		OC	40											X						X																											
Repair/replace timber log/rail fencing				Routine		Annually		OC	25							X										X																											
Repair/replace timber fencing/gates				Routine		Annually		OC	25							X										X																											
Repaint boundary walls and fences				Routine		Annually		OC	10	X												X																															

ACT MAINTENANCE PLAN

McKay Gardens - Plan No 283 (Class A)

5 McKay Street, Turner, ACT 2612

Date of preparation of Initial Maintenance Plan - 3 February 2023



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)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037		
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													
FURNITURE & FITTINGS																										
Maintain/replace indoor/outdoor furniture				Routine/Safety		Annually		OC	15		X						X							X		
Maintain signage				Routine		Annually		OC	15					X							X					
Provision to replace emergency & exit lights				Compliance	AS2293.2-1995	Annually		Licenced Contractor	10	X				X				X					X			
Ongoing replacement of common area lighting				Routine/Safety		Annually		OC	15	X				X				X					X			
Provision to upgrade keypad/swipe readers				Inspect/Service		Annually		Licenced Contractor	5		X				X						X					
Maintain/replace door closers				Routine		Annually		OC	20		X							X								
Maintain/replace door hardware				Routine		Annually		OC	20		X							X								
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licenced Electrician	30																	
LANDSCAPING																										
Maintain irrigation system/controllers	Philmac Dundee			Routine		Annually		OC	20						X										X	
Remove/trim large trees				Routine		Annually		OC	As required		X					X					X					
Replace/refurbish garden mulch				Routine		Annually		OC	As required																	
AMENITIES																										
Maintain/replace fixtures/fittings				Routine		Annually		OC	10	X				X				X					X			
Maintain/replace extraction fans				Routine		Annually		OC	15			X						X								
Maintain tiling				Routine/Safety		Annually		OC	40				X					X						X		
Maintain/replace hand dryers	Ozwashroom			Inspect/Service		Annually		Licenced Contractor	6			X						X							X	
Repaint walls & ceilings				Routine		Annually		OC	10		X										X					
Replace toilets & basins				Routine/Safety		Annually		OC	15				X										X			
FIRE PROTECTION SYSTEMS & EVACUATION																										
Maintain/service Fire Panel & associated detection equipment	Firesense IFS-2600			Compliance	AS1851-2012	Monthly	Mar-22	Licenced Contractor	15							X										
Maintain fire hose reels				Compliance	AS1851-2012	6 monthly	Nov-22	Licenced Contractor	20					X										X		
Maintain/replace portable fire extinguishers		CO ² & ABE Powder		Compliance	AS1851-2012	6 monthly	Nov-22	Licenced Contractor	5	X					X						X					
Maintain/replace fire hydrant valve assemblies & seals				Compliance	AS1851-2012	6 Monthly	Nov-22	Licenced Contractor	30				X											X		
Review travel paths and exits				Compliance	AS1851-2012	3 monthly		OC																		
ROOF																										
Maintain roof/ridge capping tiles				Routine		5 yearly		Licenced Contractor	50					X											X	
Maintain/replace guttering				Routine		Annually		OC	35										X					X		
Maintain metal roof fixings/flashings				Routine		5 yearly		Licenced Contractor	50						X										X	
Maintain/replace downpipes				Routine		Annually		OC	35										X						X	
Repair/replace skylights				Inspect/Service		Annually		Licenced Contractor	15				X									X				
Repair/replace skylights				Inspect/Service		Annually		Licenced Contractor	15			X							X							
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																										

Sinking Fund Plan

McKay Gardens
5 McKay Street, Turner, ACT 2612
Scheme Number: 283



COMPILED BY VON HARAMINA

**On 3 February 2023 for the
15 Years Commencing: 1 October 2022
QIA Job Reference Number: 180580**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 20 -
ITEMISED ACCRUALS BY YEAR.....	- 24 -
REPORT INFORMATION.....	- 28 -
AREAS NOT INSPECTED	- 28 -

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

5 McKay Street, Turner, ACT 2612

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:	\$21.17
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$6,584.00
The proposed Sinking Fund Levy per entitlement is:	\$24.23

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.

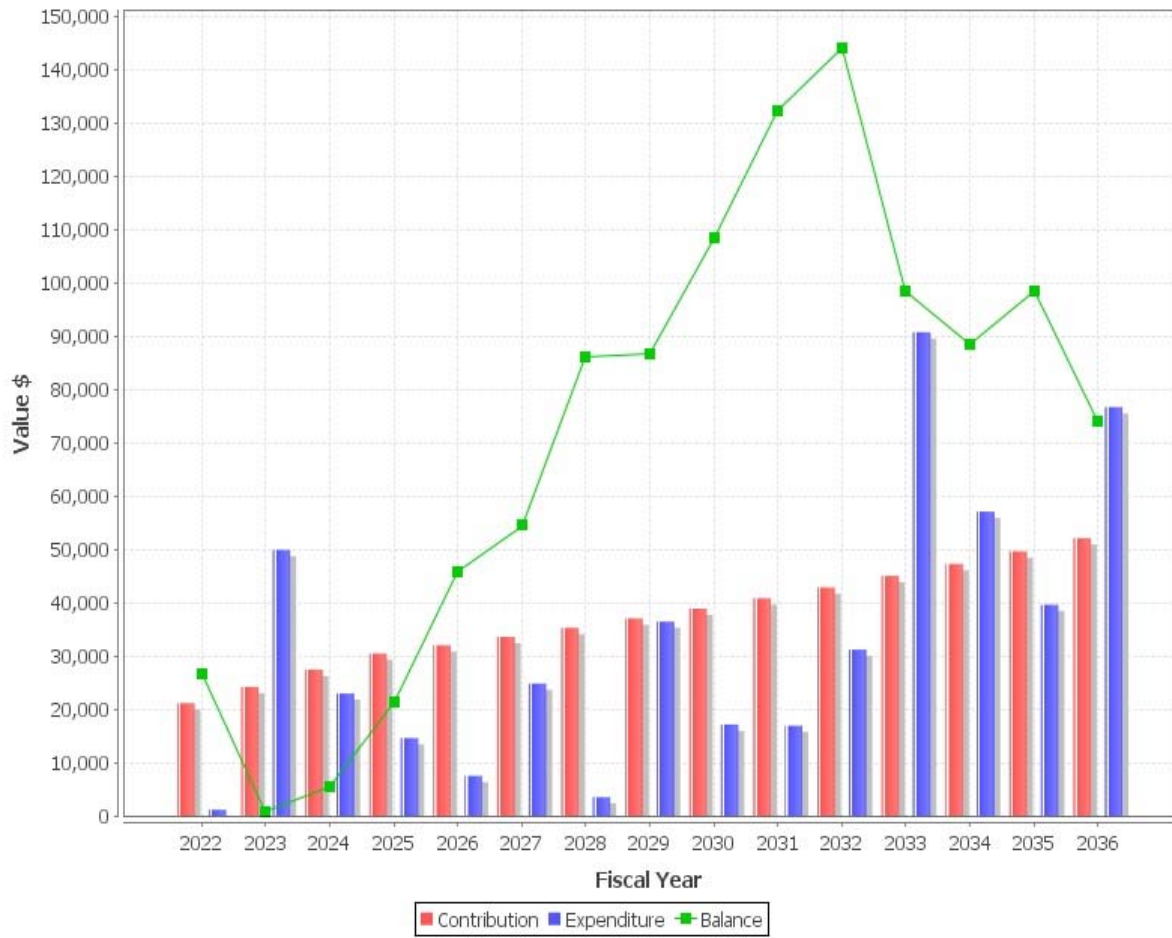
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/10/2022	\$6,584	\$21,167	\$21.17	\$1,146	\$26,605
2	01/10/2023	\$26,605	\$24,225	\$24.23	\$49,915	\$915
3	01/10/2024	\$915	\$27,431	\$27.43	\$22,970	\$5,376
4	01/10/2025	\$5,376	\$30,468	\$30.47	\$14,593	\$21,251
5	01/10/2026	\$21,251	\$31,993	\$31.99	\$7,496	\$45,748
6	01/10/2027	\$45,748	\$33,591	\$33.59	\$24,852	\$54,487
7	01/10/2028	\$54,487	\$35,271	\$35.27	\$3,513	\$86,245
8	01/10/2029	\$86,245	\$37,034	\$37.03	\$36,479	\$86,800
9	01/10/2030	\$86,800	\$38,886	\$38.89	\$17,129	\$108,556
10	01/10/2031	\$108,556	\$40,830	\$40.83	\$16,941	\$132,446
11	01/10/2032	\$132,446	\$42,872	\$42.87	\$31,206	\$144,111
12	01/10/2033	\$144,111	\$45,015	\$45.02	\$90,751	\$98,375
13	01/10/2034	\$98,375	\$47,266	\$47.27	\$57,089	\$88,552
14	01/10/2035	\$88,552	\$49,626	\$49.63	\$39,633	\$98,545
15	01/10/2036	\$98,545	\$52,111	\$52.11	\$76,701	\$73,955

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,146
<u>Total Forecast Expenditure for year - October 2022 (Inc GST):</u>	<u>\$1,146</u>
Includes GST amount of :	\$104
October 2023	Expense Inc GST
SUPERSTRUCTURE	
- Repaint external/internal walkway ceilings - posts	\$14,568
- Maintain/repaint fascia	\$5,773
- Repaint soffits	\$5,909
- Scaffold/access equip allowance	\$2,268
- Repaint door face	\$3,105
- Repaint awnings	\$4,519
- Repaint handrails	\$1,494
- Repaint gables	\$3,532
- Capital Replacement - General	\$1,203
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain bitumen driveway (patchwork)	\$3,153
- Maintain/repaint bollards	\$369
FENCING	
- Repaint boundary walls/fencing	\$1,397
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting	\$946
- Ongoing partial replacement of exterior lighting	\$633

AMENITIES

- Maintain fixtures/fittings	\$660
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$388
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<u>Total Forecast Expenditure for year - October 2023 (Inc GST):</u>	<u>\$49,915</u>
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Includes GST amount of :	\$4,538
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October 2024	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace handrail fixings	\$265
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- Maintain tiles	\$2,269
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- Capital Replacement - General	\$1,263
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BASEMENT

- Repaint line marking	\$777
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- Repaint door face	\$1,146
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- Maintain/repair main entry gate running gear	\$1,009
--	---------

DRIVEWAYS, PATHWAYS & PARKING

- Repaint line marking	\$1,188
------------------------	---------

EXTERNAL WORKS

- Maintain/repair entry gate running gear (Centre courtyard)	\$1,009
--	---------

FURNITURE & FITTINGS

- Provision to replace outdoor/indoor furniture	\$3,713
---	---------

- Provision to upgrade keypad/swipe readers	\$1,210
---	---------

- Provision to replace door closers	\$535
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- Provision to replace door hardware	\$706
--------------------------------------	-------

LANDSCAPING

- Provision to remove/trim trees/roots	\$2,292
--	---------

AMENITIES

- Repaint walls and ceilings	\$5,589
------------------------------	---------

<u>Total Forecast Expenditure for year - October 2024 (Inc GST):</u>	<u>\$22,970</u>
--	-----------------

Includes GST amount of :	\$2,088
--------------------------	---------

October 2025	Expense
	Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$913
--	-------

- Capital Replacement - General	\$1,326
---------------------------------	---------

BASEMENT

- Replace entry gate motor	\$1,952
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EXTERNAL WORKS

- Ongoing partial maintenance of walkways	\$3,695
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- Replace entry gate motor (Centre courtyard)	\$1,952
---	---------

AMENITIES

- Replace extraction fan	\$2,224
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- Replace hand dryer	\$1,306
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ROOF

- Replace skylights	\$1,224
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<u>Total Forecast Expenditure for year - October 2025 (Inc GST):</u>	<u>\$14,593</u>
--	-----------------

Includes GST amount of :	\$1,327
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October 2026	Expense
	Inc GST

SUPERSTRUCTURE

- Replace external door/frame	\$1,179
-------------------------------	---------

- Capital Replacement - General	\$1,393
---------------------------------	---------

AMENITIES

- Maintain floor tiles \$1,720
- Provision to replace toilet and basin \$1,765

FIRE PROTECTION SYSTEMS

- Provision to replace hydrant valve assemblies & seals \$702

ROOF

- Replace sky tubes \$737

Total Forecast Expenditure for year - October 2026 (Inc GST): \$7,496

Includes GST amount of : \$681

October 2027	Expense Inc GST
---------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General \$1,462

DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (patchwork) \$3,833
- Maintain concrete driveway 3% of total \$2,193

EXTERNAL WORKS

- Maintain common pipework \$3,330

FURNITURE & FITTINGS

- Maintain signage \$1,238
- Install/Replace sensors/exits/emergency lighting \$1,150
- Ongoing partial replacement of exterior lighting \$769

AMENITIES

- Maintain fixtures/fittings \$803

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels \$2,300

ROOF

- Maintain roof ridge capping/tiles	\$7,774
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<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$24,852</u>
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Includes GST amount of :	\$2,259
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October 2028	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace handrail fixings	\$322
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- Capital Replacement - General	\$1,535
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LANDSCAPING

- Replace irrigation pipeworks/controller	\$1,161
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$495
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<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$3,513</u>
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Includes GST amount of :	\$319
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October 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,612
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BASEMENT

- Replace exhaust/supply fan	\$3,900
------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror	\$683
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- Provision to replace wheel stops	\$737
------------------------------------	-------

FENCING

- Replace log post and rail/fence in 8 years	\$2,129
--	---------

- Replace timber fencing/gates in 8 years	\$8,672
---	---------

FURNITURE & FITTINGS

- Provision to upgrade keypad/swipe readers	\$1,544
---	---------

LANDSCAPING

- Provision to remove/trim trees/roots	\$2,925
--	---------

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$14,276
--	----------

<u>Total Forecast Expenditure for year - October 2029 (Inc GST):</u>	<u>\$36,479</u>
--	-----------------

Includes GST amount of :	\$3,316
--------------------------	---------

October 2030

Expense Inc GST

SUPERSTRUCTURE

- Maintain tiles	\$3,041
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- Capital Replacement - General	\$1,693
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BASEMENT

- Maintain/repair main entry gate running gear	\$1,352
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EXTERNAL WORKS

- Ongoing partial maintenance of walkways	\$4,716
---	---------

- Maintain/repair entry gate running gear (Centre courtyard)	\$1,352
--	---------

FURNITURE & FITTINGS

- Provision to replace outdoor/indoor furniture	\$4,976
---	---------

<u>Total Forecast Expenditure for year - October 2030 (Inc GST):</u>	<u>\$17,129</u>
--	-----------------

Includes GST amount of :	\$1,557
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October 2031		Expense Inc GST
SUPERSTRUCTURE		
- Replace external door/frame		\$1,505
- Capital Replacement - General		\$1,777
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain bitumen driveway (patchwork)		\$4,659
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting		\$1,398
- Ongoing partial replacement of exterior lighting		\$935
- Provision to replace door closers		\$753
- Provision to replace door hardware		\$993
AMENITIES		
- Maintain fixtures/fittings		\$976
- Maintain floor tiles		\$2,195
- Replace hand dryer		\$1,750
<u>Total Forecast Expenditure for year - October 2031 (Inc GST):</u>		<u>\$16,941</u>
Includes GST amount of :		\$1,540
October 2032		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace handrail fixings		\$391
- Capital Replacement - General		\$1,866
BASEMENT		
- Maintain ventilation ducting		\$2,766
DRIVEWAYS, PATHWAYS & PARKING		
- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%		\$10,430

FENCING

- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$2,023
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AMENITIES

- Replace extraction fan	\$3,129
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ROOF

- Provision to replace guttering in 15 years (partial accrual) 20%	\$6,525
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- Provision to replace down pipes in 15 years (partial accrual) 20%	\$2,353
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- Replace skylights	\$1,723
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<u>Total Forecast Expenditure for year - October 2032 (Inc GST):</u>	<u>\$31,206</u>
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Includes GST amount of :	\$2,837
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October 2033	Expense Inc GST
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SUPERSTRUCTURE

- Repaint external/internal walkway ceilings - posts	\$23,729
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- Maintain/repaint fascia	\$9,403
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- Replace window fixtures and fittings	\$1,348
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- Repaint soffits	\$9,624
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- Scaffold/access equip allowance	\$3,694
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- Repaint door face	\$5,057
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- Repaint handrails	\$2,434
---------------------	---------

- Repaint gables	\$5,752
------------------	---------

- Capital Replacement - General	\$1,960
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%	\$10,952
- Maintain/repaint bollards	\$601
- Repaint line marking	\$1,843

FENCING

- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$2,124
- Repaint boundary walls/fencing	\$2,276

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$632
--	-------

ROOF

- Provision to replace guttering in 15 years (partial accrual) 20%	\$6,851
- Provision to replace down pipes in 15 years (partial accrual) 20%	\$2,471

Total Forecast Expenditure for year - October 2033 (Inc GST): **\$90,751**

Includes GST amount of : **\$8,250**

October 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,058
---------------------------------	---------

BASEMENT

- Repaint line marking	\$1,266
- Repaint door face	\$1,867
- Replace entry gate motor	\$3,028

DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%	\$11,499
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EXTERNAL WORKS

- Maintain common pipework \$4,686
- Replace entry gate motor (Centre courtyard) \$3,028

FENCING

- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20% \$2,230

FURNITURE & FITTINGS

- Maintain signage \$1,742
- Provision to upgrade keypad/swipe readers \$1,971

LANDSCAPING

- Provision to remove/trim trees/roots \$3,734

AMENITIES

- Repaint walls and ceilings \$9,104

ROOF

- Provision to replace guttering in 15 years (partial accrual) 20% \$7,193
- Provision to replace down pipes in 15 years (partial accrual) 20% \$2,594
- Replace sky tubes \$1,089

Total Forecast Expenditure for year - October 2034 (Inc GST): \$57,089

Includes GST amount of : \$5,190

October 2035	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$2,161

DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface in 15 years (partial accrual) 20% \$12,074

EXTERNAL WORKS

- Ongoing partial maintenance of walkways	\$6,019
---	---------

FENCING

- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$2,342
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$1,699
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- Ongoing partial replacement of exterior lighting	\$1,137
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AMENITIES

- Maintain fixtures/fittings	\$1,186
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- Provision to replace toilet and basin	\$2,738
---	---------

ROOF

- Provision to replace guttering in 15 years (partial accrual) 20%	\$7,553
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- Provision to replace down pipes in 15 years (partial accrual) 20%	\$2,724
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<u>Total Forecast Expenditure for year - October 2035 (Inc GST):</u>	<u>\$39,633</u>
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Includes GST amount of :	\$3,603
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October 2036	Expense Inc GST
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SUPERSTRUCTURE

- Replace external door/frame	\$1,921
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- Provision to replace handrail fixings	\$475
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- Maintain tiles	\$4,075
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- Capital Replacement - General	\$2,269
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BASEMENT

- Maintain/repair main entry gate running gear	\$1,811
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DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%	\$12,678
--	----------

- Maintain concrete driveway 3% of total	\$3,402
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EXTERNAL WORKS

- Maintain/repair entry gate running gear (Centre courtyard)	\$1,811
--	---------

FENCING

- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$2,459
--	---------

FURNITURE & FITTINGS

- Provision to replace outdoor/indoor furniture	\$6,668
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AMENITIES

- Maintain floor tiles	\$2,801
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$3,567
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- Provision to replace hydrant valve assemblies & seals	\$1,143
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ROOF

- Provision to replace guttering in 15 years (partial accrual) 20%	\$7,931
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- Provision to replace metal roof in 19 years (partial accrual) 20%	\$20,828
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- Provision to replace down pipes in 15 years (partial accrual) 20%	\$2,860
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<u>Total Forecast Expenditure for year - October 2036 (Inc GST):</u>	<u>\$76,701</u>
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Includes GST amount of :	\$6,973
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint external/internal walkway ceilings - posts	\$12,012	2023	10		14568										23729			
- Maintain/repaint fascia	\$4,760	2023	10		5773										9403			
- Replace window fixtures and fittings	\$682	2025	8				913								1348			
- Repaint soffits	\$4,872	2023	10		5909										9624			
- Scaffold/access equip allowance	\$1,870	2023	10		2268										3694			
- Repaint door face	\$2,560	2023	10		3105										5057			
- Replace external door/frame	\$840	2026	5					1179					1505					1921
- Provision to replace handrail fixings	\$208	2024	4			265				322				391				475
- Repaint awnings	\$3,726	2023	15		4519													
- Repaint handrails	\$1,232	2023	10		1494										2434			
- Repaint gables	\$2,912	2023	10		3532										5752			
- Maintain tiles	\$1,782	2024	6			2269						3041						4075
- Capital Replacement - General	\$992	2022	1	1146	1203	1263	1326	1393	1462	1535	1612	1693	1777	1866	1960	2058	2161	2269
BASEMENT																		
- Replace exhaust/supply fan	\$2,400	2029	15								3900							
- Repaint line marking	\$610	2024	10			777										1266		
- Maintain ventilation ducting	\$1,470	2032	15											2766				
- Repaint door face	\$900	2024	10			1146										1867		
- Maintain/repair main entry gate running gear	\$792	2024	6			1009						1352						1811
- Replace entry gate motor	\$1,460	2025	9				1952									3028		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%	\$5,544	2032	1											10430	10952	11499	12074	12678
- Maintain bitumen driveway (patchwork)	\$2,600	2023	4		3153				3833				4659					
- Maintain concrete driveway 3% of total	\$1,488	2027	9						2193									3402
- Maintain/repaint bollards	\$304	2023	10		369										601			
- Repaint line marking	\$933	2024	9			1188									1843			
- Replace traffic mirror	\$420	2029	12								683							
- Provision to replace wheel stops	\$454	2029	8								737							
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2027	7						3330							4686		
- Ongoing partial maintenance of walkways	\$2,764	2025	5				3695					4716					6019	
- Maintain/repair entry gate running gear (Centre courtyard)	\$792	2024	6			1009						1352						1811
- Replace entry gate motor (Centre courtyard)	\$1,460	2025	9				1952									3028		
FENCING																		
- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$1,075	2032	1											2023	2124	2230	2342	2459
- Replace log post and rail/fence in 8 years	\$1,310	2029	25								2129							
- Replace timber fencing/gates in 8 years	\$5,336	2029	0								8672							
- Repaint boundary walls/fencing	\$1,152	2023	10		1397										2276			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FURNITURE & FITTINGS																		
- Provision to replace outdoor/indoor furniture	\$2,916	2024	6			3713						4976						6668
- Maintain signage	\$840	2027	7						1238							1742		
- Install/Replace sensors/exits/emergency lighting	\$780	2023	4		946				1150				1398				1699	
- Ongoing partial replacement of exterior lighting	\$522	2023	4		633				769				935				1137	
- Provision to upgrade keypad/swipe readers	\$950	2024	5			1210					1544					1971		
- Provision to replace door closers	\$420	2024	7			535							753					
- Provision to replace door hardware	\$554	2024	7			706							993					
LANDSCAPING																		
- Replace irrigation pipeworks/controller	\$750	2028	12							1161								
- Provision to remove/trim trees/roots	\$1,800	2024	5			2292					2925					3734		
AMENITIES																		
- Maintain fixtures/fittings	\$544	2023	4		660				803				976				1186	
- Replace extraction fan	\$1,663	2025	7				2224							3129				
- Maintain floor tiles	\$1,225	2026	5					1720					2195					2801
- Replace hand dryer	\$977	2025	6				1306						1750					
- Repaint walls and ceilings	\$4,389	2024	10			5589										9104		
- Provision to replace toilet and basin	\$1,257	2026	9					1765									2738	
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$8,784	2029	0								14276							
- Provision to replace fire hose reels	\$1,560	2027	9						2300									3567
- Provision to replace portable fire extinguishers	\$320	2023	5		388					495					632			
- Provision to replace hydrant valve assemblies & seals	\$500	2026	10					702										1143

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
ROOF																		
- Maintain roof ridge capping/tiles	\$5,274	2027	12						7774									
- Provision to replace guttering in 15 years (partial accrual) 20%	\$3,468	2032	1											6525	6851	7193	7553	7931
- Provision to replace metal roof in 19 years (partial accrual) 20%	\$9,108	2036	1															20828
- Provision to replace down pipes in 15 years (partial accrual) 20%	\$1,251	2032	1											2353	2471	2594	2724	2860
- Replace sky tubes	\$525	2026	8					737								1089		
- Replace skylights	\$916	2025	7				1224							1723				
Total				1146	49915	22970	14593	7496	24852	3513	36479	17129	16941	31206	90751	57089	39633	76701
Includes GST amount of				104	4538	2088	1327	681	2259	319	3316	1557	1540	2837	8250	5190	3603	6973

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
SUPERSTRUCTURE																		
- Repaint external/internal walkway ceilings - posts	\$12,012	2023	10	7106	14568	1887	3867	5947	8131	10424	12832	15360	18015	20802	23729	3073	6300	9688
- Maintain/repaint fascia	\$4,760	2023	10	2816	5773	748	1533	2357	3222	4131	5085	6087	7139	8243	9403	1218	2496	3839
- Replace window fixtures and fittings	\$682	2025	8	212	434	668	913	141	289	445	608	780	960	1149	1348	209	427	657
- Repaint soffits	\$4,872	2023	10	2882	5909	765	1569	2412	3298	4228	5204	6230	7307	8437	9624	1246	2555	3929
- Scaffold/access equip allowance	\$1,870	2023	10	1106	2268	294	602	926	1266	1623	1998	2391	2804	3238	3694	478	981	1508
- Repaint door face	\$2,560	2023	10	1515	3105	402	824	1267	1733	2222	2735	3274	3839	4433	5057	655	1343	2065
- Replace external door/frame	\$840	2026	5	213	437	673	920	1179	272	558	859	1174	1505	348	713	1096	1498	1921
- Provision to replace handrail fixings	\$208	2024	4	84	172	265	75	153	236	322	91	186	286	391	110	226	347	475
- Repaint awnings	\$3,726	2023	15	2204	4519	479	982	1510	2064	2646	3257	3899	4573	5281	6024	6804	7623	8483
- Repaint handrails	\$1,232	2023	10	729	1494	194	397	610	834	1069	1316	1576	1848	2134	2434	315	646	994
- Repaint gables	\$2,912	2023	10	1723	3532	457	937	1442	1971	2527	3111	3723	4367	5043	5752	745	1527	2348
- Maintain tiles	\$1,782	2024	6	720	1475	2269	447	917	1409	1927	2470	3041	599	1228	1889	2582	3310	4075
- Capital Replacement - General	\$992	2022	1	1146	1203	1263	1326	1393	1462	1535	1612	1693	1777	1866	1960	2058	2161	2269
BASEMENT																		
- Replace exhaust/supply fan	\$2,400	2029	15	408	837	1288	1760	2257	2778	3325	3900	376	770	1184	1619	2076	2555	3059
- Repaint line marking	\$610	2024	10	246	505	777	101	206	317	434	556	685	820	961	1110	1266	164	336
- Maintain ventilation ducting	\$1,470	2032	15	195	399	614	839	1076	1324	1585	1859	2147	2449	2766	266	546	840	1149
- Repaint door face	\$900	2024	10	364	745	1146	148	304	468	640	820	1010	1209	1417	1637	1867	242	496
- Maintain/repair main entry gate running gear	\$792	2024	6	320	656	1009	199	407	627	857	1098	1352	266	546	839	1148	1471	1811
- Replace entry gate motor	\$1,460	2025	9	453	928	1428	1952	275	563	866	1184	1517	1868	2236	2622	3028	426	873

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface in 15 years (partial accrual) 20%	\$5,544	2032	1	734	1505	2314	3164	4057	4994	5978	7011	8095	9234	10430	10952	11499	12074	12678
- Maintain bitumen driveway (patchwork)	\$2,600	2023	4	1538	3153	889	1823	2804	3833	1081	2216	3408	4659					
- Maintain concrete driveway 3% of total	\$1,488	2027	9	322	661	1016	1390	1782	2193	309	632	973	1330	1705	2099	2512	2946	3402
- Maintain/repaint bollards	\$304	2023	10	180	369	48	98	151	206	264	325	389	456	527	601	78	159	245
- Repaint line marking	\$933	2024	9	377	773	1188	167	343	527	720	924	1137	1361	1596	1843	259	532	817
- Replace traffic mirror	\$420	2029	12	72	147	225	308	395	487	582	683	77	158	243	332	426	524	627
- Provision to replace wheel stops	\$454	2029	8	77	158	243	333	426	525	628	737	114	234	359	491	630	775	928
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2027	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
- Ongoing partial maintenance of walkways	\$2,764	2025	5	857	1757	2703	3695	853	1750	2691	3679	4716	1089	2233	3434	4695	6019	1390
- Maintain/repair entry gate running gear (Centre courtyard)	\$792	2024	6	320	656	1009	199	407	627	857	1098	1352	266	546	839	1148	1471	1811
- Replace entry gate motor (Centre courtyard)	\$1,460	2025	9	453	928	1428	1952	275	563	866	1184	1517	1868	2236	2622	3028	426	873
FENCING																		
- Replace cyclone/mesh fencing/gates in 15 years (partial accrual) 20%	\$1,075	2032	1	142	292	449	614	787	969	1159	1360	1570	1791	2023	2124	2230	2342	2459
- Replace log post and rail/fence in 8 years	\$1,310	2029	25	223	457	703	961	1232	1517	1815	2129	151	310	476	651	835	1027	1230
- Replace timber fencing/gates in 8 years	\$5,336	2029	0	908	1862	2863	3914	5018	6177	7394	8672							
- Repaint boundary walls/fencing	\$1,152	2023	10	681	1397	181	371	570	780	1000	1231	1473	1728	1995	2276	295	604	929

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FURNITURE & FITTINGS																		
- Provision to replace outdoor/indoor furniture	\$2,916	2024	6	1178	2414	3713	732	1500	2306	3153	4042	4976	980	2010	3090	4225	5417	6668
- Maintain signage	\$840	2027	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
- Install/Replace sensors/exits/emergency lighting	\$780	2023	4	461	946	267	547	841	1150	324	665	1023	1398	394	808	1243	1699	479
- Ongoing partial replacement of exterior lighting	\$522	2023	4	309	633	178	366	562	769	217	445	684	935	264	541	832	1137	321
- Provision to upgrade keypad/swipe readers	\$950	2024	5	384	787	1210	279	573	881	1204	1544	357	731	1125	1537	1971	455	933
- Provision to replace door closers	\$420	2024	7	170	348	535	92	190	292	399	511	629	753	130	267	410	561	719
- Provision to replace door hardware	\$554	2024	7	224	459	706	122	250	384	526	674	830	993	172	352	541	740	948
LANDSCAPING																		
- Replace irrigation pipeworks/controller	\$750	2028	12	143	292	450	615	788	970	1161	131	268	413	564	723	891	1066	1250
- Provision to remove/trim trees/roots	\$1,800	2024	5	727	1490	2292	529	1085	1669	2282	2925	676	1385	2130	2913	3734	862	1768
AMENITIES																		
- Maintain fixtures/fittings	\$544	2023	4	322	660	186	382	587	803	226	464	714	976	275	564	867	1186	
- Replace extraction fan	\$1,663	2025	7	516	1058	1627	2224	384	788	1212	1656	2124	2614	3129	541	1108	1704	2330
- Maintain floor tiles	\$1,225	2026	5	311	638	981	1342	1720	397	814	1252	1712	2195	507	1039	1598	2185	2801
- Replace hand dryer	\$977	2025	6	303	621	955	1306	257	527	811	1109	1422	1750	345	707	1087	1486	1905
- Repaint walls and ceilings	\$4,389	2024	10	1773	3634	5589	724	1484	2282	3120	4000	4923	5893	6912	7981	9104	1179	2417
- Provision to replace toilet and basin	\$1,257	2026	9	319	655	1007	1377	1765	248	509	783	1070	1372	1689	2022	2371	2738	385

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$8,784	2029	0	1495	3065	4713	6444	8261	10169	12172	14276							
- Provision to replace fire hose reels	\$1,560	2027	9	338	693	1066	1457	1868	2300	323	663	1020	1394	1787	2200	2634	3089	3567
- Provision to replace portable fire extinguishers	\$320	2023	5	189	388	90	184	282	386	495	114	234	361	493	632	146	299	460
- Provision to replace hydrant valve assemblies & seals	\$500	2026	10	127	260	401	548	702	91	186	286	392	502	618	740	868	1002	1143
ROOF																		
- Maintain roof ridge capping/tiles	\$5,274	2027	12	1143	2343	3603	4926	6315	7774	877	1798	2765	3780	4846	5966	7141	8375	9671
- Provision to replace guttering in 15 years (partial accrual) 20%	\$3,468	2032	1	459	942	1448	1980	2538	3124	3740	4386	5064	5777	6525	6851	7193	7553	7931
- Provision to replace metal roof in 19 years (partial accrual) 20%	\$9,108	2036	1	965	1979	3043	4160	5333	6565	7859	9217	10643	12140	13713	15363	17097	18917	20828
- Provision to replace down pipes in 15 years (partial accrual) 20%	\$1,251	2032	1	166	340	522	714	915	1127	1349	1582	1826	2083	2353	2471	2594	2724	2860
- Replace sky tubes	\$525	2026	8	133	273	420	575	737	114	234	360	492	630	776	929	1089	168	345
- Replace skylights	\$916	2025	7	284	582	895	1224	212	434	667	912	1169	1439	1723	298	610	939	1283
TOTAL ACCRUALS				43291	40034	46928	59531	79243	82678	107845	101412	111844	123841	121708	81248	76964	92770	73954

* 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.

