

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		3	4613	30	52	Lyneham
		and known as Unit 3C, Murdoch Street, Lyneham ACT 2602				
Seller	Full name	Katherine Anne Hirschfeld				
	ACN/ABN					
	Address					
Seller Solicitor	Firm	Colquhoun Murphy				
	Email	Andy@colquhounmurphy.com				
	Phone	02 6248 0499	Ref: Andy Colquhoun			
	DX/Address	GPO Box 169, Canberra ACT 2601				
Stakeholder	Name	Fuse Management Pty Ltd				
Seller Agent	Firm	Fuse Management Pty Ltd				
	Email	zoe@fuseproperty.com.au				
	Phone	0251107090	Ref: Zoe Stead			
	DX/Address	56 Monaro Street, Queanbeyan NSW 2620				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments & dishwasher as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof.						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☐ Yes						
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ 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)	
	Balance				☐ Deposit by Instalments (clause 52 applies)	
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ 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	NIL% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

54. INTERPRETATION

54.1 Definitions

In this Contract, the following expressions have the following meanings:

- (a) **ACT** means the Australian Capital Territory;
- (b) **Asbestos** has the meaning ascribed to that term in the *Dangerous Substances Act 2004* (ACT);
- (c) **Auction Conditions** means the auction conditions contained in this Contract (if any);
- (d) **Authority** means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Directorate;
- (e) **Bond** means either:
 - (i) a deposit bond issued to the Seller at the request of the Buyer; or
 - (ii) a bank guarantee issued by a bank operating in Australia;with the issuer, expiry date (if any) and amount approved by the Seller;
- (f) **Contaminated** has the meaning ascribed to that term in the *Environment Protection Act 1997* (ACT);
- (g) **Corporation** has the meaning ascribed to that term in section 57A of the *Corporations Act 2001* (Cth);
- (h) **Director** means all of the directors of the Buyer (if any) together, and each of them individually;
- (i) **Director's Guarantee** means the guarantee given by the Directors of the Buyer in the form annexed to this Contract as Annexure A;
- (j) **Directorate** means the Environment, Planning and Sustainable Development Directorate of the Australian Capital Territory;
- (k) **Foreign Person** has the meaning ascribed to that term under the *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (l) **Guarantors** means the Directors of the Buyer where the Buyer is a Corporation;
- (m) **Insolvency Event** means:
 - (i) if the Buyer is an individual or a group of individuals, any one or more of the following:
 - (A) the commission by the Buyer of an act of bankruptcy as defined by any Commonwealth, State or Territory Act;
 - (B) the entering into by the Buyer of any arrangement, or the assignment of any property, for the benefit of the Buyer's creditors;
 - (C) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;
 - (D) any event analogous to those referred to in sub clauses (A)-(C) above;
 - (ii) if the Buyer is a Corporation, any one or more of the following:
 - (A) the appointment of a liquidator, external administrator or receiver of the Buyer;
 - (B) the deemed failure of the Buyer to comply with a statutory demand issued pursuant to the *Corporations Act 2001* (Cth);
 - (C) the entering into by the Buyer of any arrangement, or the assignment of any property for the benefit of the Buyer's creditors;
 - (D) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;

(E) any event analogous to those referred to in sub clauses (A)-(D) above.

(n) **Laws** means:

- (i) principles of law or equity established by decisions of courts;
- (ii) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or any governmental agency or body; and
- (iii) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a governmental agency or body that have the force of law;

(o) **Printed Terms** means the terms of The Law Society of the Australian Capital Territory: Contract for Sale contained in this contract.

(p) **Prohibited Entity** means any person or entity which:

- (i) is a terrorist organisation as defined by part 5.3 of the *Criminal Code Act 1995* (Cth);
- (ii) has a connection with any country or named person or entity which is the subject of international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs and Trade in the Government Gazette under part 4 of the Charter of the *United Nations Act 1945* (Cth) as at the date of this Contract; or
- (iii) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign Affairs and Trade or under any law.

(q) **Schedule** means the schedule of information in this Contract titled 'Schedule', normally the first page; and

(r) **Special Conditions** means these special conditions of this Contract.

54.2 Printed Terms

- (a) In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency.
- (b) For the avoidance of doubt, unless otherwise stated, the terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

54.3 Amendments to Printed Terms

(a) The Printed Terms are amended as follows:

- (i) Clause 2.3 is amended so that the words "in cash (up to \$3,000.00)" are replaced with the words "electronic funds transfer";
- (ii) Clause 2.6 is amended so that the words "or in cash (up to \$200.00)" are deleted;
- (iii) Clause 17.1.1(a) is amended so that the reference to "5%" is replaced with "1%";
- (iv) Clause 17.1.2(a) is amended so that the reference to "5%" is replaced with "1%";
- (v) a new clause 18.12 is added to clause 18 as follows:

"Each time a Notice to Complete is served by the Seller in accordance with this clause, the Seller may unilaterally:

- a) extend the time and date by which to complete the Contract as specified in the Notice to Complete; and
- b) withdraw the Notice to Complete

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."

- (vi) Clause 22.1.1 is deleted;

- (vii) Clause 22.1.3 is amended so that the words “by the party not at fault” are replaced with the words “by the Seller”;
- (viii) Clause 22.2 is amended so that:
 - (A) the words “the party at fault” are replaced with the words “where the Buyer is at fault, the Buyer”; and
 - (B) the words “the party not at fault” are replaced with the words “the Seller”;
- (ix) Clause 22.3 is amended so that:
 - (A) the words “clause 22.1.1 or” are deleted from clause 22.3.1; and
 - (B) the words “the party not in default” are replaced with the words “the Seller” in clause 22.3.1; and
- (x) Clause 28.2 is amended so that the reference to “5%” is replaced with “\$1,000.00”.

55. ENTIRE AGREEMENT

55.1 Entire Agreement

- (a) The Buyer acknowledges and agrees that this Contract contains the entire agreement between the Buyer and Seller in respect of the Property.

55.2 Own Enquiries

- (a) The Buyer warrants that:
 - (i) they have relied entirely upon their own enquiries (including inspections) of this Property; and
 - (ii) they do not rely on any other document, arrangement, representations or matter, regardless of form, as amending or qualifying anything set out in this Contract.

56. AUCTION CONDITIONS

56.1 Application of Auction Conditions

- (a) The Auction Conditions apply and form part of this Contract if the Property is sold at auction.

57. ADJUSTMENTS

57.1 Buyer to Pay Land Charges in Event of Delay

- (a) If, as a consequence of conduct by or fault of the Buyer, Completion does not occur by the Date for Completion specified in the Schedule, then notwithstanding clause 8, the Buyer shall be liable to pay Land Charges from and including the Date for Completion.

58. CONDITION OF THE PROPERTY

58.1 Current State and Condition

- (a) The Buyer acknowledges and agrees that:
 - (i) it is purchasing the Property in its current state, condition and state of repair as at the date of this Contract (subject to fair wear and tear) and subject to any and all defects whether latent or patent;
 - (ii) it shall not make any requisition, objection or claim for compensation in respect of the condition and state of repair of the Property; and
 - (iii) the Seller is not required to carry out or effect any repairs, renovations to the Property or replace any part of the Property which may be requested by the Buyer or ordered by any Authority after the date of this Contract except as required by clause 15.5.

58.2 No Requisition, Objection, Claim or Action

- (a) Unless expressly provided otherwise in this Contract or any Law, the Buyer agrees not to raise any requisition or objection or make any claim for compensation in respect of:
 - (i) any encroachment by or upon the subject Land;
 - (ii) the fence or boundary erections (if any) not standing on their correct boundaries;
 - (iii) any heritage significance of the Property under the heritage provisions of the Planning Act;
 - (iv) the nature, location, availability, non-availability, condition, existence or non-existence of any Service;
 - (v) the fitness for purpose of the Property for any particular purpose; or
 - (vi) the existence of Asbestos, contaminants or other substances on the Land or in the Property or Improvements which may lead to the land being Contaminated.

59. AGENT WARRANTY

59.1 No Other Agent

- (a) The Buyer warrants that they were not introduced to the Property or the Seller by any person or agent other than the Seller's Agent noted on the Schedule, and that the sale of the Property to the Buyer was negotiated only by the Seller's Agent.

59.2 Indemnity

- (a) The Buyer indemnifies and will keep indemnified the Seller from any claim for commission and all costs, demands, expenses and other charges arising out of or incidental to any breach of the warranty provided in clause 59.1.
- (b) This clause 59 shall not merge on Completion.

60. KEYS TO IMPROVEMENTS

60.1 To be Provided on Completion

- (a) On Completion, the Seller will supply any and all keys to the Improvements that are in the Seller's possession to the Buyer.

60.2 No Requisition, Objection, Claim or Action

- (a) The Buyer will not delay Completion, nor make any objection, requisition, claim for compensation as a consequence of the Seller's failure to comply with this clause 60.

61. INCAPACITY

61.1 Death or Incapacity

- (a) If the Buyer, being a natural person (and if the Buyer comprises more than one person, then any one or more of them);
 - (i) dies; or
 - (ii) is found by a court or tribunal to be incapable of administering their estate or affairs;before Completion, then the Seller may rescind this Contract by written notice and the provisions of Printed Term 21 apply.

61.2 Insolvency

- (a) If the Buyer (and if the Buyer comprises more than one entity, then any one or more of them) undergoes an Insolvency Event before Completion, then the Buyer will be in breach of an essential obligation under this Contract and the Seller may terminate this Contract in accordance with Printed Term 19.

62. ELECTRONIC TRANSACTIONS

62.1 Definitions

For the purposes of this clause 62:

- (a) **Electronic Exchange** means the exchanging the Contract by the parties by electronic means;
- (b) **Electronic Signature** means a signature made or placed on a document by electronic means, and include a digital signature or an electronic copy of a signature; and
- (c) **Electronically Sign** means the act of signing a document with an Electronic Signature.

62.2 Electronic Signatures

- (a) The parties:
 - (i) agree that any party may Electronically Sign this Contract; and
 - (ii) consent to the Electronic Exchange of this Contract.
- (b) The parties warrant and agree that:
 - (i) a Contract:
 - (A) signed by both parties, where one (1) or more of the signatures is an Electronic Signature; and
 - (B) exchanged, whether by Electronic Exchange or otherwise; and
 - (ii) a printed hardcopy of the Contract as described in clause 62.2(b)(i) is sufficient evidence of:
 - (A) the parties' intention to enter into and be bound by the Contract;
 - (B) the parties' consent to and acceptance of the Electronic Signature and the conduct of this Contract electronically; and
 - (C) the Contract being a document which is in writing and signing in a manner that results in a binding agreement between the parties.
- (c) The parties agree to do all things necessary to give effect to this Contract, including signing a copy of this Contract and the Director's Guarantee in wet ink and exchanging printed copies in the same form and date as this Contract, where:
 - (i) required to do so by a third party; and
 - (ii) where a failure to do so would prevent or delay Completion, or when otherwise compelled by Law.
- (d) Either party may give written notice to the other party stating an obligation under clause 62.2(c) is required and both parties must then comply with its obligations within 7 Business Days of that notice with time being of the essence.

63. FOREIGN ACQUISITION

63.1 Buyer is not a foreign person

- (a) Subject to clause 63.2, the Buyer and the Guarantors each represent and warrant to the Seller that:
 - (i) it is not a Foreign Person; and
 - (ii) the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Property to the Purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth).

63.2 Buyer is a foreign person

- (a) If the Buyer or the Guarantors are a Foreign Person, the Buyer must:
 - (i) inform the Seller of that fact before the date of this Contract; and

- (ii) on or before the date of this Contract, make an application to the Commonwealth Treasurer for approval for the transfer of the Property under the *Foreign Acquisitions and Takeover Act 1975* (Cth); and
- (iii) on or before the Date for Completion, provide the Seller with sufficient evidence that the transfer has been approved.

63.3 Termination if transfer not approved

- (a) The warranties and obligations of the Buyer and Guarantors under this clause 63 are an essential term of this Contract and a breach of which will entitle the Seller to immediately terminate the Contract.

64. PROHIBITED ENTITY

64.1 Buyer not a prohibited entity

- (a) The Buyer and the Guarantors each represent and warrant to the Seller that:
 - (i) it is not a Prohibited Entity;
 - (ii) it is not owned or controlled by, nor does it act on behalf of, a Prohibited Entity;
 - (iii) no person who has any interest in or relationship with the Buyer (whether directly or indirectly) is a Prohibited Entity;
 - (iv) no Prohibited Entity will obtain any legal or equitable interest in the property on Completion of this Contract; and
 - (v) it has complied with all laws relating to Prohibited Entities, including part 4 of the *Charter of United Nations Act 1945* (Cth) and part 5.3 of the *Criminal Code Act 1995* (Cth).
- (b) The representations and warranties contained in this clause are taken to be made by the Buyer and the Guarantors upon exchange of this Contract and also on Completion.

65. SERVICE OF NOTICES

65.1 Time of Service

- (a) Any notice, claim or authority served under clause 26.2.1 is taken to have been received:
 - (i) if delivered before 5:00pm on a Business Day, on the day that it is delivered; or
 - (ii) if delivered after 5:00pm on a Business Day, on the next Business Day.
- (b) Subject to clause 65.1(a), any notice, claim or authority served under clause 26.2.2:
 - (i) by leaving it at the relevant address is taken to have been received one (1) Business Day after it was left at that address;
 - (ii) by post to the relevant address is taken to have been received two (2) Business Days after it was posted; and
 - (iii) by email to the party's solicitor is taken to have been received on the date that it enters the recipient's electronic information system.

66. SHUTDOWN PERIOD

66.1 Shutdown Period

- (a) For the purposes of this clause 66:
 - (i) **Isolate** means any mandatory government requirement to self-isolate, or any or any mandatory medical requirement to be isolated in hospital (and **Isolation** has a corresponding meaning); and

- (ii) **Pandemic** means the COVID-19 (or any variant thereof) pandemic as declared by the World Health Organisation; and
- (iii) **Relevant Places** means any one (1) or more of the following:
 - (A) the ACT Law Society settlements room;
 - (B) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (C) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (D) the place of business of a party's solicitors;
 - (E) the ACT Land Titles Office; or
 - (F) the ACT Revenue Office; and
- (iv) **Shutdown Period** means any period of time during which any of the Relevant Places are:
 - (A) closed due to any direction by a Government Department, authority or company policy;
 - (B) unable to be attended by the Buyer or the Seller due to the party (or their representative) being in Isolation,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event reasonably causes a party (the **Affected Party**) to be unable to complete this Contract during the period of closure or Isolation.

66.2 Notice of Closure

- (a) The Affected Party to this Contract may invoke this clause 66 by written notice to the other party that gives sufficient details of the event (including by providing supporting evidence of any closure or Isolation) giving rise to the Shutdown Period.
- (b) The Affected Party must notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

66.3 Extensions

- (a) In the event that Completion is due to occur during a Shutdown Period, then the Date for Completion is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.
- (b) In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during a Shutdown Period, then the date of expiration of that notice is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.
- (c) If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period, then such notice is deemed to be served one (1) Business Day after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.

66.4 Payment of Damages

- (a) In the event that damages are payable by either party under this Contract, no damages shall be payable by either party for any day or period during a Shutdown Period.

67. BOND

67.1 Deposit by Bond

- (a) This Special Condition 67 applies only if the Seller agrees, at its sole discretion, to accept a Bond as payment for the Deposit.
- (b) If the amount secured under the Bond is less than 10% of the Price, the Buyer must pay the balance in accordance with Printed Term 2.
- (c) The Bond must show the Seller as the beneficiary of the Bond.

67.2 Delivery of Bond

- (a) The Buyer must deliver the Bond to the Seller's Solicitor on or before the Date of this Contract and this time is of the essence.
- (b) Subject to the remainder of this Special Condition 67, the delivery of the Bond in accordance with 67.2(a), to the extent of the amount secured under the Bond, will be a valid payment of the Deposit for the purposes of this Contract.

67.3 Default by the Buyer

- (a) If seven (7) days prior to the expiration of the term of the Bond (or, if the term of the Bond is extended, seven (7) days prior to the expiration of the relevant extended period):
 - (i) Completion has not occurred; and
 - (ii) the Buyer has not delivered to the Seller's solicitors a Bond in identical terms for an extended period; and
 - (iii) the Buyer has not paid the amount secured by the Bond as Deposit to the Stakeholder;the Buyer shall be in default and the Seller may, by written notice and without serving any Default Notice, terminate this Contract.

67.4 Completion

- (a) The Buyer shall pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.

67.5 Termination by the Seller

- a) If the Seller exercises its rights under Printed Term 19, to the extent that the amount has not already been paid by the underwriter under the Bond, the Buyer must, on demand by the Seller, pay the remainder of the Deposit to the Stakeholder.
- b) The Seller agrees and acknowledges that the payment under the Bond, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 67.4(a).

68. GUARANTEE

68.1 Guarantee by Buyer's Directors

- (a) Where the Buyer is a Corporation, each Director of that Corporation shall guarantee the Corporation's performance of its obligations under this Contract by executing the Director's Guarantee.
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ANNEXURE A – DIRECTOR’S GUARANTEE

I agree as follows:

1. I am a Director of the Buyer.
2. This guarantee is binding and enforceable against me and all other Directors of the Buyer who provide the guarantee by signing below and, for the purposes of this guarantee, a reference to myself includes a reference to all those other Directors.
3. In consideration of the Seller entering into this Contract at my request, I 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 all money payable to the Seller or to third parties under this Contract or otherwise.
4. This is a continuing guarantee and binds me notwithstanding;
 - (a) my subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one (1) or more of the Directors; and
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to any of the Directors; and
 - (c) Completion of this Contract.
5. In the event of any breach of this Contract by the Buyer, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from the Directors without having instituted legal proceedings against the Buyer or any other of the Directors and without first exhausting the Seller’s remedies against the Buyer.
6. I agree to keep the Seller indemnified against all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Executed on _____ (date)
by:

In the presence of:

Director Name:

Witness Name:

Witness Address:

Executed on _____ (date)
by:

In the presence of:

Director Name:

Witness Name:

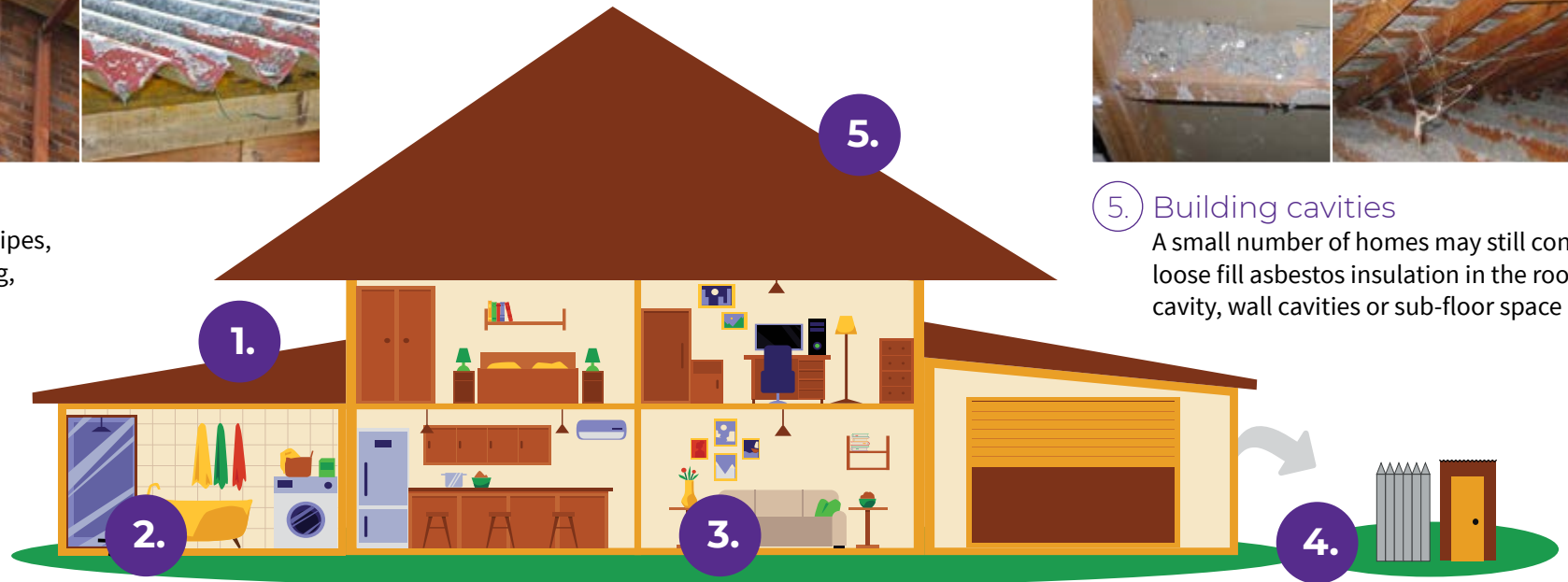
Witness Address:

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

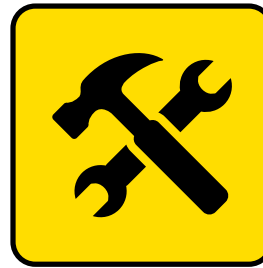
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

Volume 2396 Folio 23 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Lyneham Section 52 Block 30 on Deposited Plan 11518 with 12 units on Unit Plan 4613

Unit 3 (Class A) entitlement 84 of 1000, 8 subsidiaries

Lease commenced on 16/01/2019, terminating on 13/12/2117

Proprietor

Katherine Anne Hirschfeld

Windermere Villa 4/27 Harbour Road Hamilton QLD, 4007

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630226	Development Application	28/09/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/01/2017

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Demolition of the existing dwellings and the construction of twelve (12) new two storey dwellings with underground parking and associated works. Lease variation to consolidate blocks 1, 2 and 3, and to allow 12 dwellings.

Volume 2396 Folio 20 Edition 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Lyneham Section 52 Block 30 on Deposited Plan 11518 with 12 units on Unit Plan 4613

Lease commenced on 16/01/2019, terminating on 13/12/2117

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4613

Whittles Canberra PO Box 3208 Weston ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
06/12/2024	3351563	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

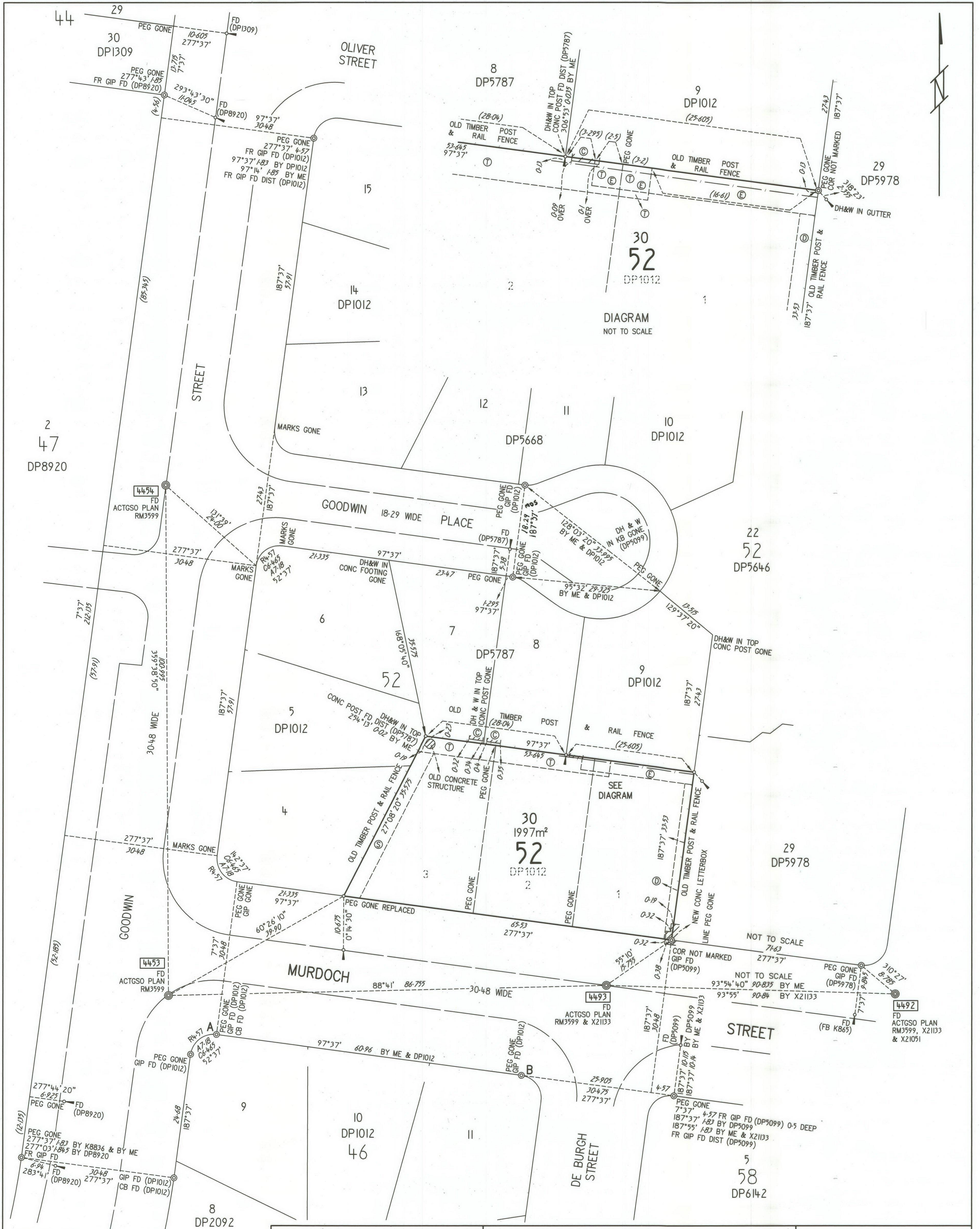
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REFERENCE MARKS

- ⊙ Denotes GIP in road 1:83 radially from TP
- ⊙ Denotes CB in road 1:83 radially from TP
- ⊙ Denotes PLAQUE IN KERB
- ⊙ Denotes DEEP-DRIVEN-ROD
- Denotes DH&W IN KERB
- (Except as otherwise shown)

NOTE

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

Ⓢ DENOTES CORRUGATED STEEL SHED

Ⓢ DENOTES PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 2.5 WIDE

Ⓢ DENOTES PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 1.5 WIDE

Ⓢ DENOTES PROPOSED SEWERAGE SERVICE EASEMENT 3 WIDE

Ⓢ DENOTES PROPOSED SEWERAGE SERVICE EASEMENT 3-2 WIDE

NOTE

Azimuth: A-B (Strom)

Field Books: Surveyor's Ref: J-2017-058

I, MATTHEW DEAN STEVENSON
of LONERGAN SURVEYING PTY LTD, CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in accordance
with the Surveyors Practice Directions and was completed on 07/07/2017

(Signature) 6/10/2017

Surveyor registered under the Surveyors Act 2007

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

11-10-2017

Surveyor-General of the ACT

PLAN OF
BLOCK 30 SECTION 52
BEING A CONSOLIDATION OF BLOCKS 1-3

DIVISION: LYNEHAM
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:400

1:400

0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory the 5th day of November 2017 at 6 minutes past 3 o'clock in the After noon

Approved *Craig Simmons*
Craig Simmons
Registrar-General

Registrar of Titles

DEPOSITED PLAN
11518
AMENDS DP1012



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601
PHONE: (02) 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	3	Block	30	Section	52	Suburb	LYNEHAM
------	---	-------	----	---------	----	--------	---------

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) N/A	()	()
Certificate Number:		Dated:

Please Note: There are no development covenants within the latest Unit Plans, 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 : Colquhoun Murphy
E-mail Address : andy@colquhounmurphy.com
Client Reference : 20260577

Date: 07-SEP-26 08:47:05



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

07-SEP-2026 08:47

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

LYNEHAM Section 52/Block 30/Unit 3

Building Class: A

Area(m2): 1,997.8

Unimproved Value: \$2,400,000

Year: 2025

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.



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

07-SEP-2026 08:47

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

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201630226 **Lodged** 28-SEP-16 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Demolition of the existing dwellings and the construction of twelve (12) new two storey dwellings with underground parking and associated works. Lease variation to consolidate blocks 1, 2 and 3, and to allow 12 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	52	1-1	
Canberra Central	Lyneham	52	2-2	
Canberra Central	Lyneham	52	3-3	
Canberra Central	Lyneham	52	30-30	

-- Involved Parties -----

Role	Name
Lessee	Chistos Parascos
Lessee	Marie Evy Camilla Parascos
Lessee	Simo Kalevi Koskimaki
Applicant	Zdravko Tokic
Representor	Roberts, D

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200812958 **Lodged** 30-NOV-08 **Type** See Subclass

-- Application Details -----

Description

SINGLE RESIDENTIAL - OUTBUILDINGS - Construction of pergola at rear of existing residence

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	52	3-3	
Canberra Central	Lyneham	52	30-30	

-- Involved Parties -----

Role	Name
Applicant	Spanline
Lessee	Simo Koskimaki

-- Activities -----

Activity Name	Status
Merit Track	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

07-SEP-2026 08:47

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

Application DA200500418 **Lodged** 18-FEB-05 **Type** Single Dwelling

-- Application Details -----

Description

Alterations to internal residence removal of walls and windows. Construction of a timber deck at rear of residence and removal of a tree.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	52	3-3	
Canberra Central	Lyneham	52	30-30	

-- Involved Parties -----

Role	Name
Applicant	Koskimaki

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

Application DA20037427 **Lodged** 23-JUL-03 **Type** Single Dwelling

-- Application Details -----

Description

Proposed extension

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	52	1-1	
Canberra Central	Lyneham	52	30-30	

-- Involved Parties -----

Role	Name
Applicant	Alarcon

-- Activities -----

Activity Name	Status
Ba Single House	Approved

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

07-SEP-2026 08:47

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

assessments/development-applications/check-if-you-need-a-da

Please Note: A section master plan exists or is being considered over this section.

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 this 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.

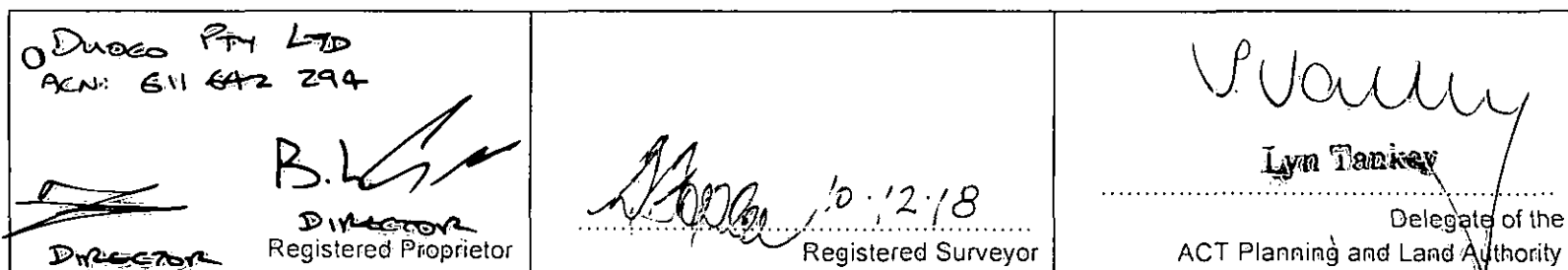
URBAN FOREST ACT 2023

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 ----

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

Division	Section	Block	Class of Units (A or B)	Units Plan No.
LYNEHAM	52	30	'A'	4613



XUP: 21609



Access
Canberra.

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2310-15 2395-54	CANBERRA CENTRAL / LYNEHAM	52	30	11518	4613
NAME OF MANAGER / OWNERS CORPORATION					
ACT STRATA MANAGEMENT SERVICE					
ADDRESS FOR SERVICE OF NOTICE					
5 LYONS PLACE. LYONS ACT 2606					
SURVEYOR'S DECLARATION					
I, JOHN WARREN FOXLEE of 42 YIMAN STREET WARAMANGA. ACT. 2601					
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:					
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 28/11/2018.					
2. The survey is in accordance with the following Acts:					
• <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.					
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE <i>UNIT TITLES ACT 2001</i> .					
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.					
OR					
3 (a), (b), (c)					
a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.					
 Signature of Registered Surveyor				10th December 2018 Dated	
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> ,					
AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND					
 Lyn Tankey Delegate of the Authority / Executive				4th January 2019 Dated	
OFFICE USE ONLY					
LODGED BY		REGISTERED BY			
EXAMINED BY		REGISTRATION DATE		16 JAN 2019	
DATA ENTERED BY					



SCHEDULE OF UNIT ENTITLEMENTS

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / LYNEHAM	52	30	4613

[illegible]

102

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

Folio

20

Delegate of the Authority/Executive

Dave Peffer
Registrar-General



Deputy Registrar-General

Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	Units Plan No.
LYNEHAM	52	30	4613

FLOOR NUMBER

LEGEND and SPECIFICATION SHEET

- BS DENOTES BINS STORE
- C " CARPORT
- CP " COMMON PROPERTY
- D " TIMBER DECK
- SR " STOREROOM
- SW " STAIRWAY
- T " TERRACE
- TP " TIMBER PERGOLA OVER
- Y " YARD
-  " BRICK WALL (COMMON PROPERTY)
-  " CONCRETE COLUMN (BASEMENT)
-  " FACE OF WALL IS CARPORT BOUNDARY
-  " HORIZONTAL SLAT WALL
-  " METAL FENCE
-  " PROLOGATION OF HORIZONTAL SLAT WALL TO TERRACE
-  " PROLONGATION OF CENTRE OF PARTY WALL
-  " RENDERED WALL
-  " STEPS AND LANDING (COMMON PROPERTY)

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALLS, UNLESS NOTED OTHERWISE.

THE POSITIONS OF THE WALL CENTRELINES HAVE BEEN DERIVED FROM ON-SITE MEASUREMENTS AND INFORMATION ON THE CONSTRUCTION PLANS.

WHERE SUBSIDIARY TERRACES, BALCONIES OR YARDS ADJOIN A BUILDING WALL, THE FACE OF SUCH WALL IS THE SUBSIDIARY BOUNDARY.

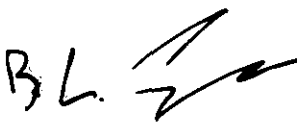
WHERE SUBSIDIARY YARDS TERRACES OR DECKS ARE ENCLOSED BY RENDERED WALLS, HORIZONTAL SLAT FENCING, PALING FENCING OR METAL FENCING THE FACE OF SUCH STRUCTURE IS THE SUBSIDIARY BOUNDARY. THE MATERIAL OF THE STRUCTURE IS COMMON PROPERTY.

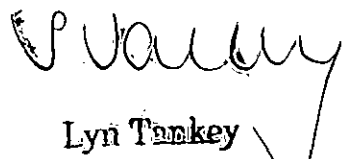
UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLE ACT 2001, WHERE APPLICABLE.


DIRECTOR

DNOCO Pty Ltd

ACN: 611 642 294


DIRECTOR
Registered Proprietor


Lyn Tankey
Delegate of the
ACT Planning and Land Authority

LAND TITLES
ACCESS CANBERRA

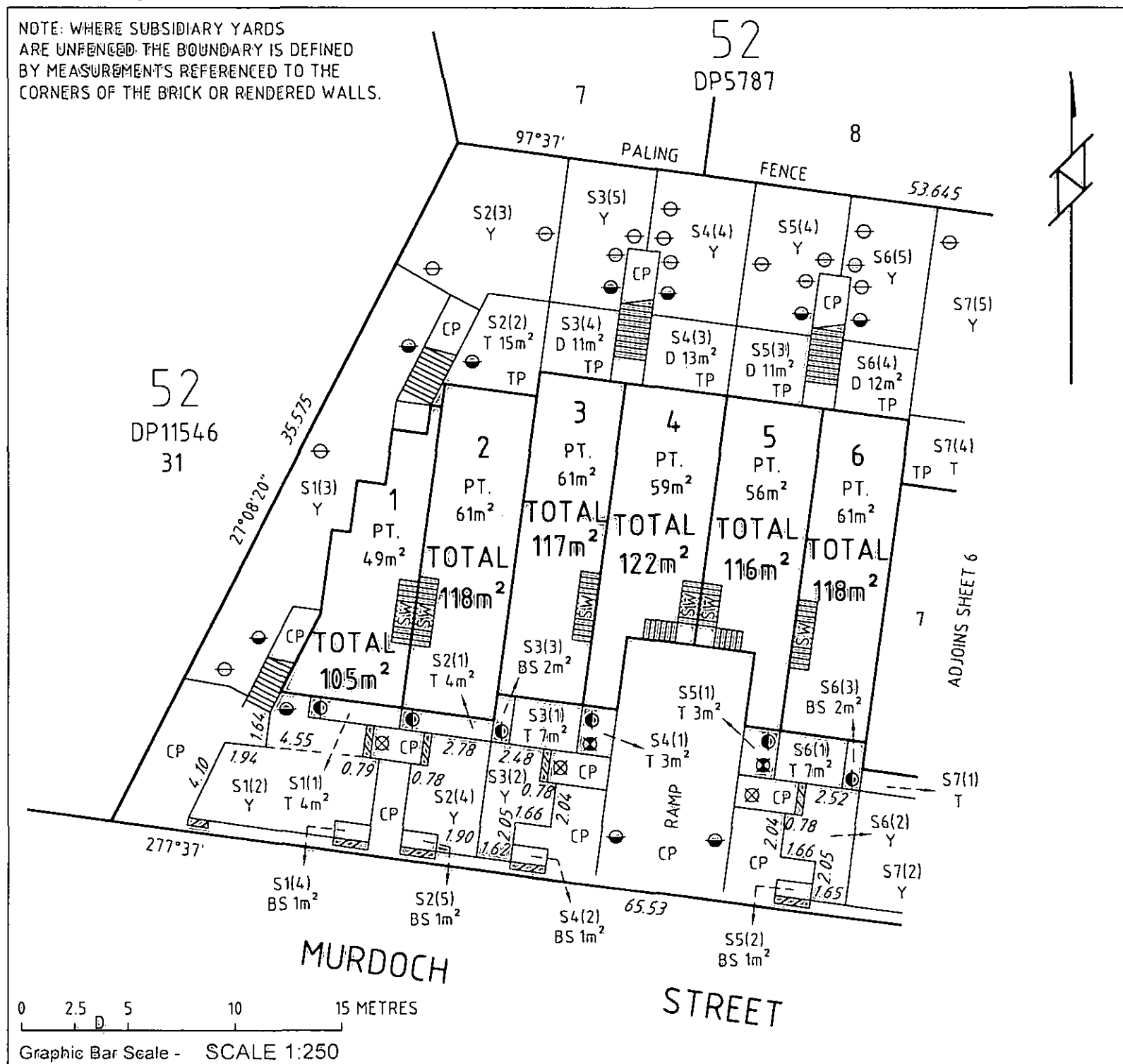
Form 091 - FP

Chief Minister, Treasury and Economic Development Directorate

FLOOR PLAN

Division	Section	Block	Units Plan No.
LYNEHAM	52	30	4613

FLOOR NUMBER	GROUND
--------------	--------



O Duoco Pty Ltd ACN: 64 642 294

DIRECTOR

B.L.
DIRECTOR
Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

LAND TITLES
ACCESS CANBERRA

Form 091 - FP

Chief Minister, Treasury and Economic Development Directorate

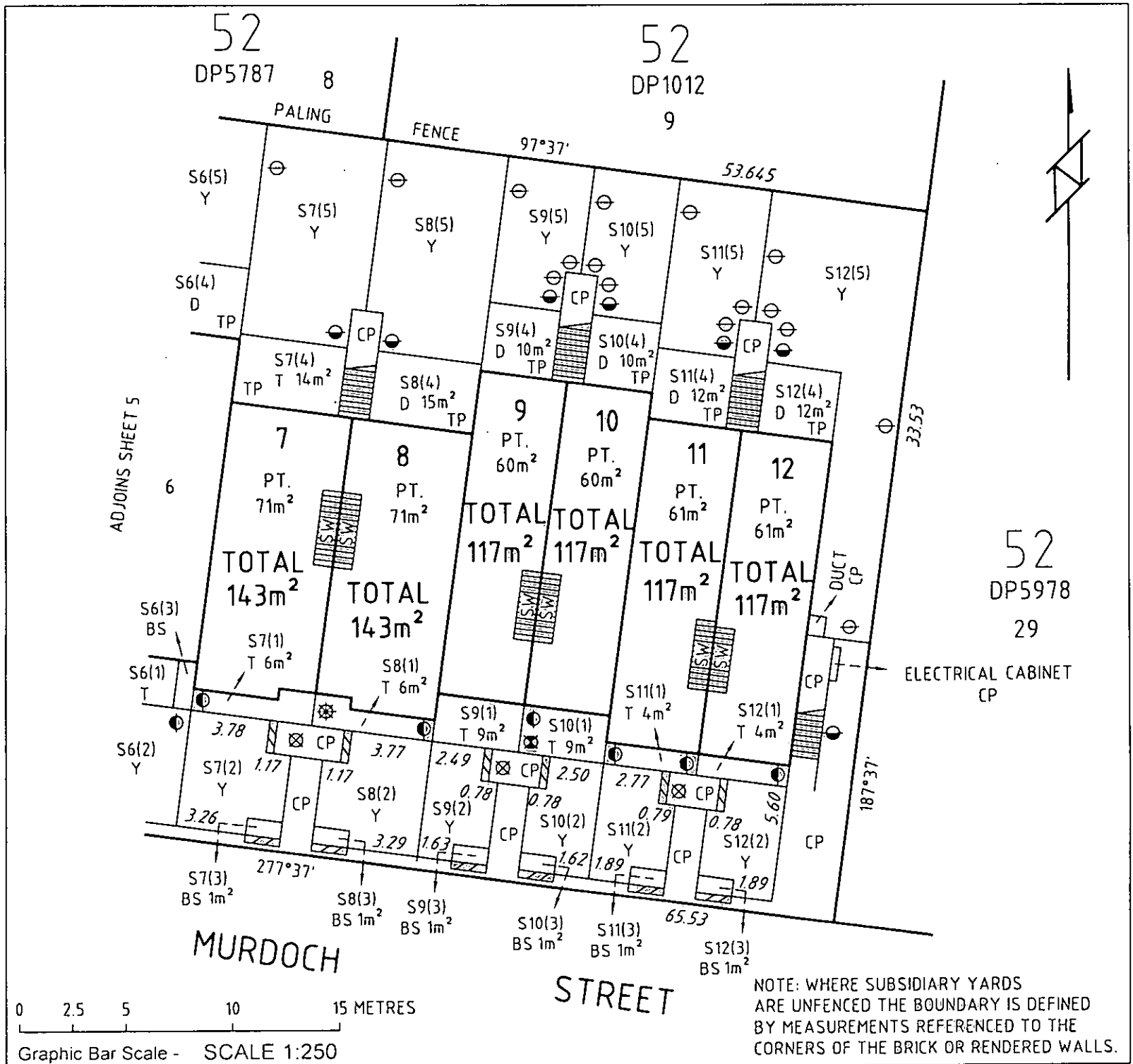
FLOOR PLAN

Division	Section	Block
LYNEHAM	52	30

Units Plan No.

4613

FLOOR NUMBER	GROUND
--------------	--------



Dudoco Pty Ltd ACN: 611 642 294

DIRECTOR

DIRECTOR
Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

LAND TITLES
ACCESS CANBERRA

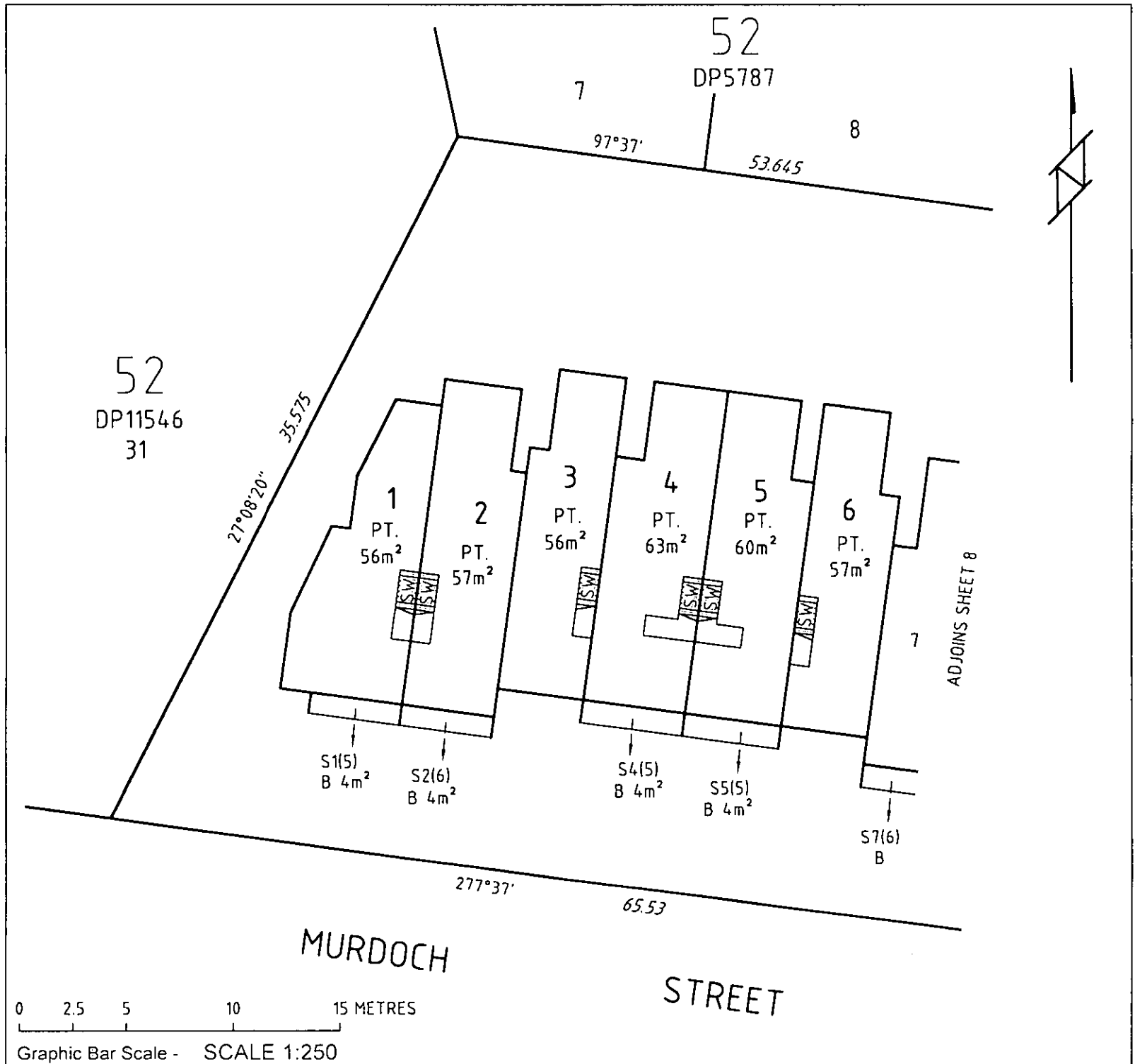
Form 091 - FP

Chief Minister, Treasury and Economic Development Directorate

FLOOR PLAN

Division	Section	Block	Units Plan No.
LYNEHAM	52	30	4613

FLOOR NUMBER	FIRST
--------------	-------

O DUDCO Pty LTD
ACN: 611 642 294

DIRECTOR

Registered Proprietor

Lyn Tenkey

Delegate of the
ACT Planning and Land Authority

Form 091 - FP

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

FLOOR PLAN

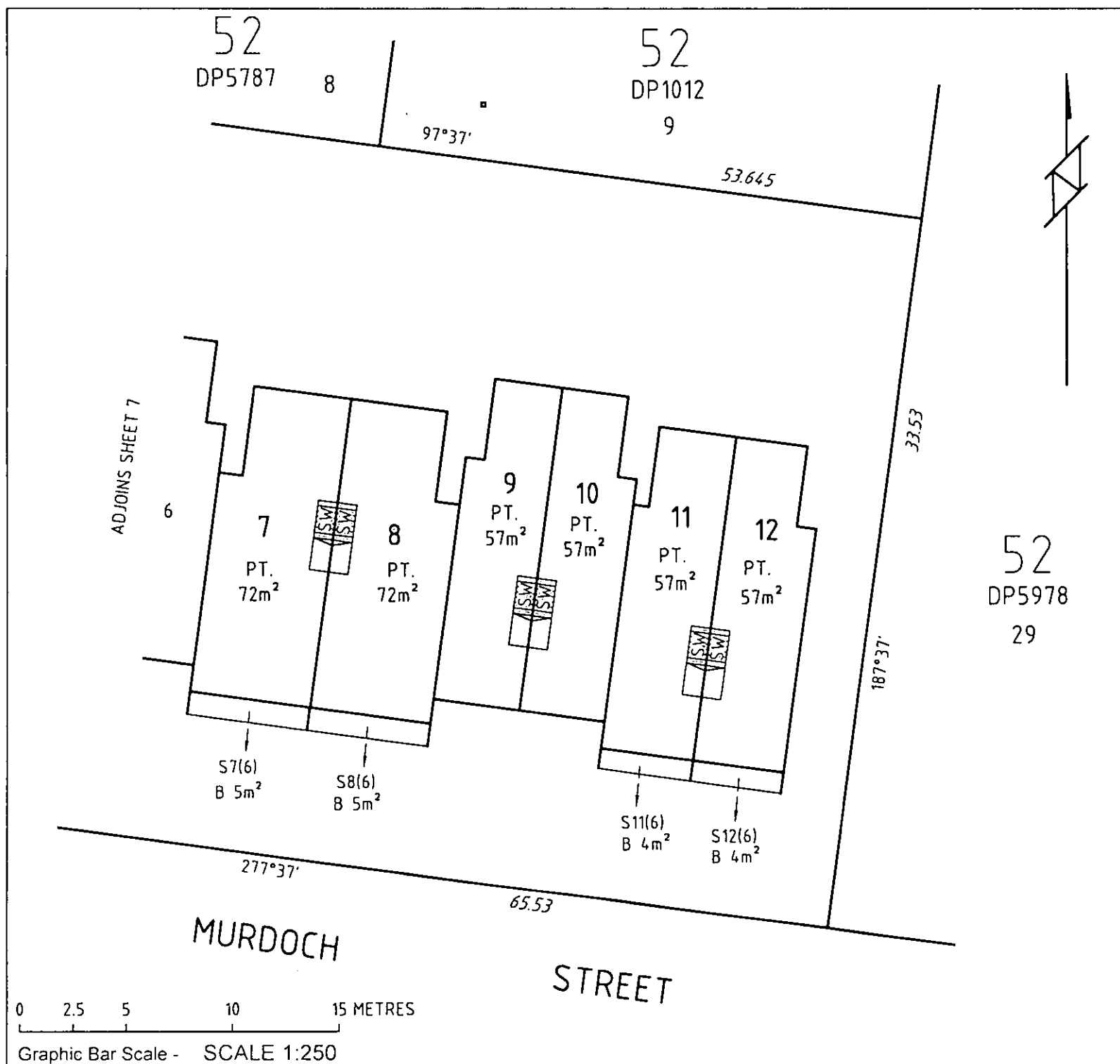
Division	Section	Block
LYNEHAM	52	30

Units Plan No.

4613

FLOOR NUMBER

FIRST



O'Duoco Pty Ltd ACN: 611 642 294

DIRECTOR

DIRECTOR
Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

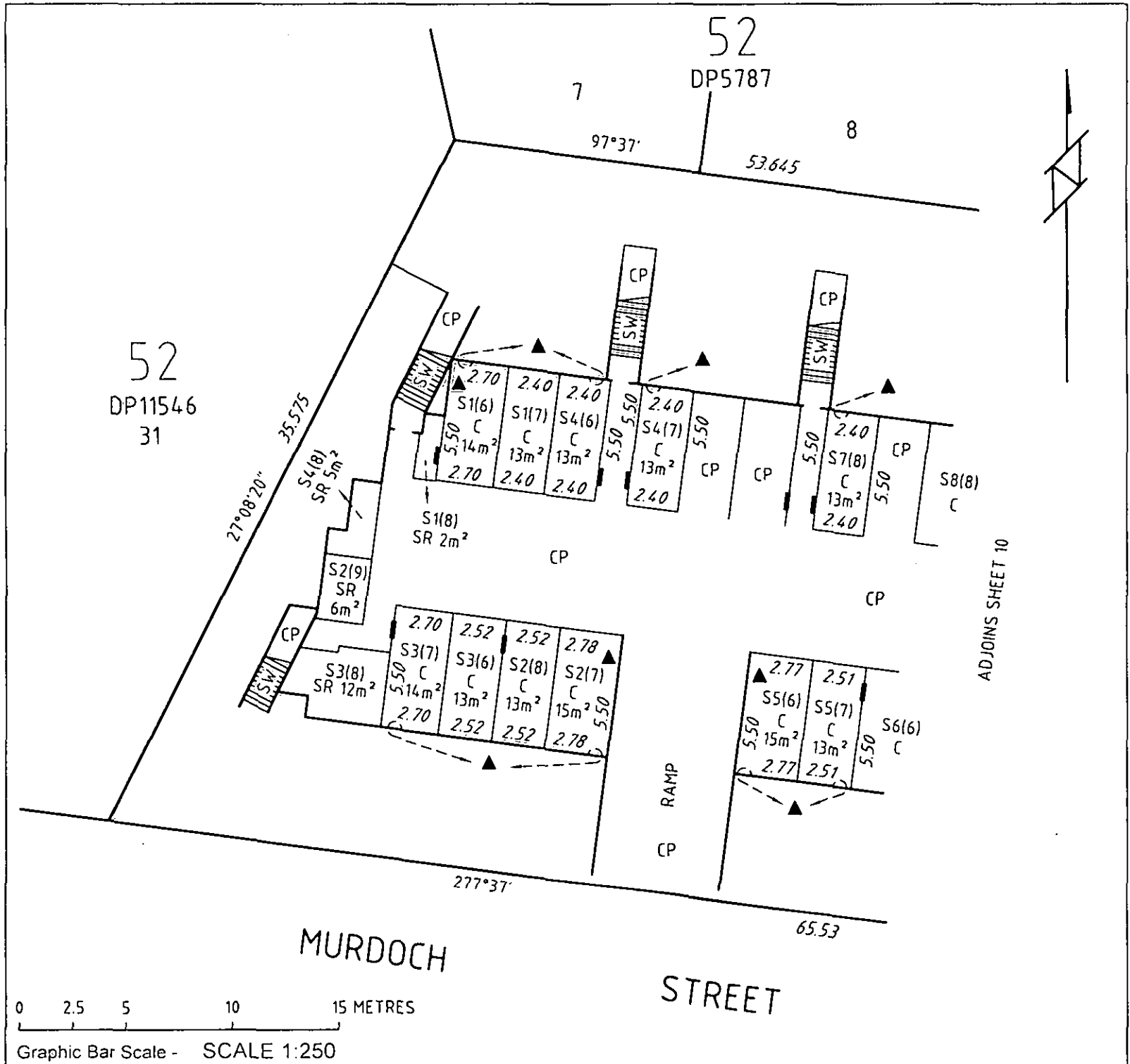
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	Units Plan No.
LYNEHAM	52	30	4613

FLOOR NUMBER	BASEMENT
--------------	----------



O Duoco Pty Ltd ACN 611 642 294

DIRECTOR

DIRECTOR
Registered Proprietor
Lyn TenkeyDelegate of the
ACT Planning and Land Authority

LAND TITLES
ACCESS CANBERRA

Form 091 - FP

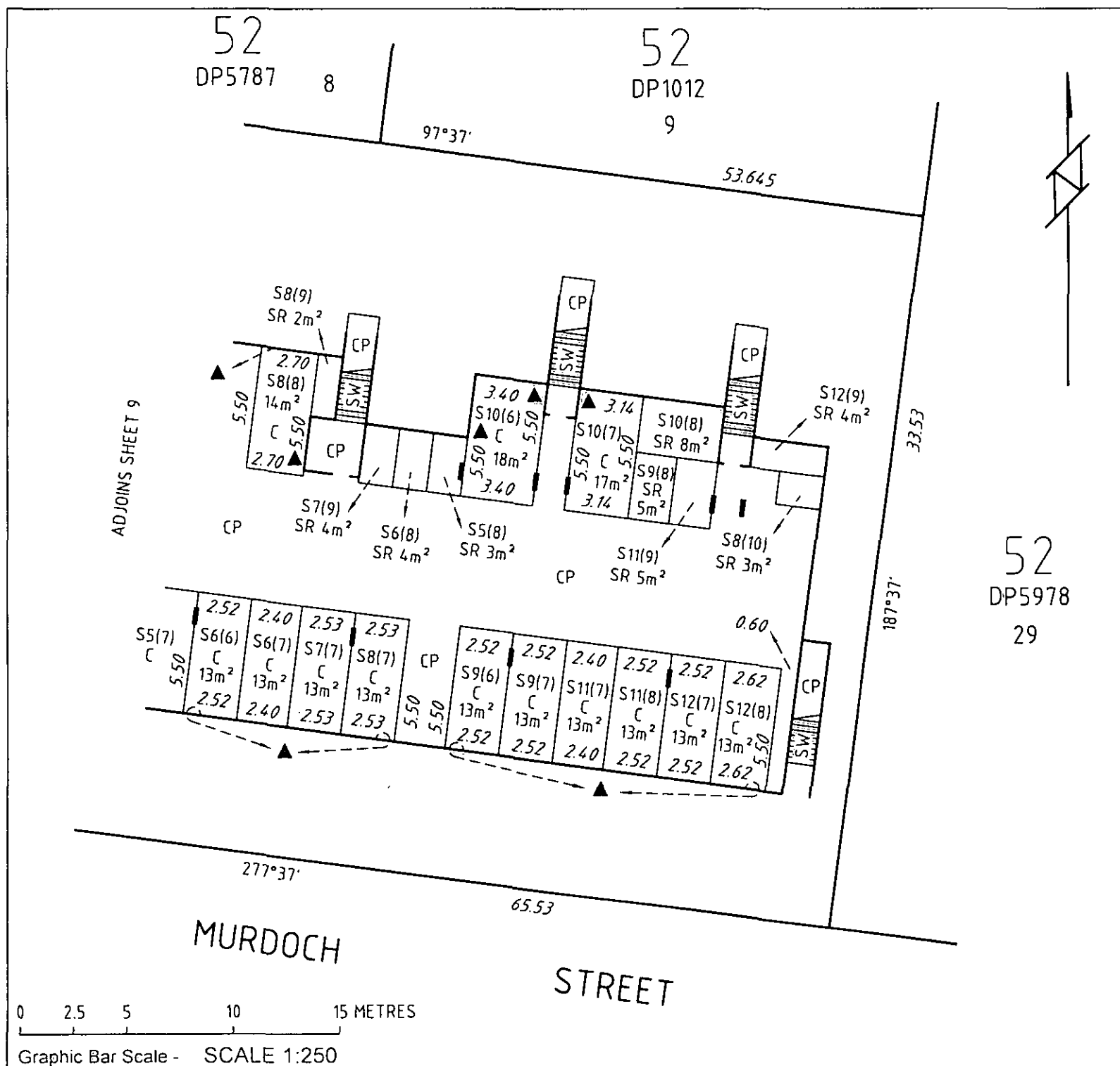
Chief Minister, Treasury and Economic Development Directorate

FLOOR PLAN

Division	Section	Block
LYNEHAM	52	30

Units Plan No.
4613

FLOOR NUMBER	BASEMENT



DUGGO Pty LTD
ACN: 611 642 294


DIRECTOR


DIRECTOR
Registered Proprietor


V. Vally
Delegate of the

ACT Planning and Land Authority

LAND TITLES
ACCESS CANBERRA

Form 091 - FP

Chief Minister, Treasury and Economic Development Directorate

FLOOR PLAN

Division	Section	Block	Units Plan No.
LYNEHAM	52	30	4613

--	--

UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT & SUBSIDIARY IDENTIFIER			SUBSIDIARIES							SUBSIDIARY Total
	UNIT N°	FLOOR	SHEET N°	YARD Sub N°	BIN STORE Sub N°	BALCONY Sub N°	CARPORT Sub N°	DECK Sub N°	STORE ROOM Sub N°	TERRACE Sub N°	
3A MURDOCH STREET	1	GROUND	5	2,3	4					1	8
		FIRST	7			5					
		BASEMENT	9				6,7		8		
3B MURDOCH STREET	2	GROUND	5	3,4	5					1,2	9
		FIRST	7			6					
		BASEMENT	9				7,8		9		
3C MURDOCH STREET	3	GROUND	5	2,5	3			4		1	8
		FIRST	7								
		BASEMENT	9				6,7		8		
3D MURDOCH STREET	4	GROUND	5	4	2			3		1	8
		FIRST	7			5					
		BASEMENT	9				6,7		8		
5A MURDOCH STREET	5	GROUND	5	4	2			3		1	8
		FIRST	7			5					
		BASEMENT	9,10				6,7		8		
5B MURDOCH STREET	6	GROUND	5	2,5	3			4		1	8
		FIRST	7								
		BASEMENT	10				6,7		8		
5C MURDOCH STREET	7	GROUND	6	2,5	3					1,4	9
		FIRST	8			6					
		BASEMENT	10				7,8		9		
5D MURDOCH STREET	8	GROUND	6	2,5	3			4		1	10
		FIRST	8			6					
		BASEMENT	9,10				7,8		9,10		
7A MURDOCH STREET	9	GROUND	6	2,5	3			4		1	8
		FIRST	8								
		BASEMENT	10				6,7		8		
7B MURDOCH STREET	10	GROUND	6	2,5	3			4		1	8
		FIRST	8								
		BASEMENT	10				6,7		8		
7C MURDOCH STREET	11	GROUND	6	2,5	3			4		1	9
		FIRST	8			6					
		BASEMENT	10				7,8		9		
7D MURDOCH STREET	12	GROUND	6	2,5	3			4		1	9
		FIRST	8			6					
		BASEMENT	10				7,8		9		

O Duoco Pty Ltd ACN: 611 642 294

DIRECTOR

DIRECTOR
Registered Proprietor

Lyn Tenkey

Delegate of the
ACT Planning and Land Authority

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4613

Block 30 Section 52 Division of LYNEHAM

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

1. The term of the lease of each of the units expires on the thirteenth day of December Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

x



- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
 - (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. Each Lessee of each of the Units Nos. 1 – 12 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;

x

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- (c) not to use any unit subsidiary to that unit as a habitation;
- (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

x   

- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

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

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

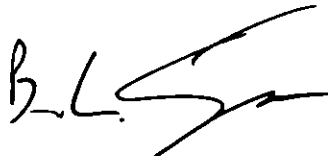
- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

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- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

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

x   

(e) "dwelling":

- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

and includes outbuildings and works normal to a dwelling;

(f) "Lessee" shall:

- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;

x  BLS  

- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;
- (n) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the Fourth day of January 2019.


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

LESSEE: DUOCO PTY LIMITED A.C.N. 611 642 294



DIRECTOR

B.L. 
DIRECTOR

FORM 5

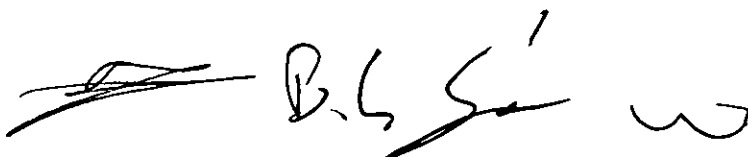
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4613

Block 30 Section 52 Division of LYNEHAM

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 thirteenth day of December Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

x 

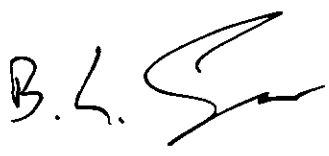
- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. **4613** ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

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

x  B.  

- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or

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the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

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

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

X  B.L.S.  W

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

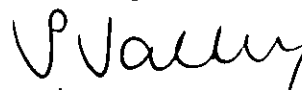
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 4613 ";
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

x  B.L.  W

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

DATED the Fourth day of January 2019.

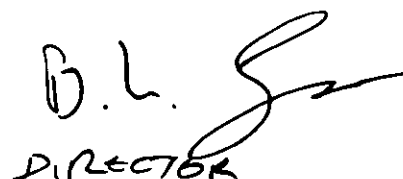


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: ⁰DUOCO PTY LIMITED A.C.N. 611 642 294



DIRECTOR



DIRECTOR



Access
Canberra.

Chief Minister, T

LAND TITLES
ACCESS CANBERRA

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Land Titles Act 1925

SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Whittles Canberra	info.canberra@whittles.com.au	02 5131 2600

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2396:20	LYNEHAM	52	30	4613

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

Article 13 – Registration of Rules

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) – Management Agreement

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

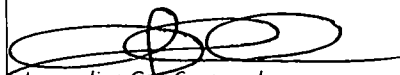
The common seal of the Owners Units Plan: 4613
ABN: 55 686 224 070
was affixed in the presence of an authorised person.

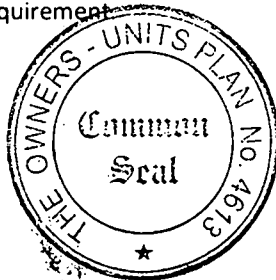
CERTIFICATION *Delete the inapplicable

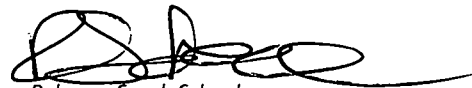
Applicant

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

Signed By:


Jacqueline Gay Cavanagh
Branch Manager




Rebecca Sarah Schenk
Witness

for: Whittles Canberra
on behalf of the Registered Proprietor/Managing Agent

VOI category 1 sighted

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	006/12/.2024





ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2396:20	LYNEHAM	52	30		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	16

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No. 4613

The Owners of the Units Plan No 4613 hereby request the Registrar of Titles to note that at the General Meeting of the Owners held in Canberra on the 29th of July 2024 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 Registration of Rules

That the Owners Corporation adopts the following House Rule to be registered with the Land Titles Office:

All occupants with an electric vehicle are required to install a 15amp PowerPoint where there vehicle is garaged at their own cost and not use house power to charge vehicles.

Carried by Special Resolution (no dissent noted)



House Rules

Unit Plan 4613 "North @ Lyneham"



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

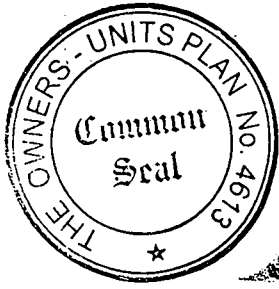
- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

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

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 their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

1.13 Electric vehicle charging

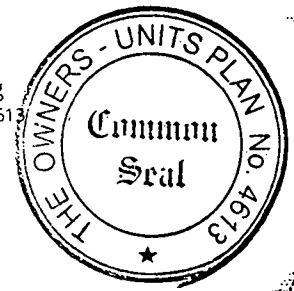
- (1) All occupants with an electric vehicle are required to install a 15amp powerpoint where the vehicle is garaged at their own cost and not use house power to charge vehicles.





Strata and Community Title Services

Minutes of the General Meeting
Owners Corporation for UNIT PLAN NO 4613
"North @ Lyneham"
29 Jul 2024



Minutes of the General Meeting

Owners Corporation for UNIT PLAN NO 4613 "North @ Lyneham"

Meeting Date	29 July 2024		
Meeting Location	Online Voting Only		
Time	05:00 PM	Opened: 05:00 PM	Closed: 05:00 PM
Lots Represented	00001 M Knight 00002 H DiBella 00004 J Coot 00005 L Cespedes-Liarte 00006 S Bradshaw 00007 M Dowle & E Dowle 00008 D O'Sullivan & C Jacobs 00012 M Trainor & T Trainor		
Chairperson	M Trainor		
Additional Attendees	T Rapson – Whittles Canberra		
Apologies	Nil		

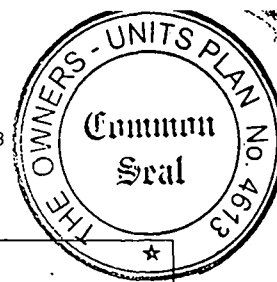
Item 1	
Declaration of Interest	
All owners or their nominees, are reminded that they are required to advise if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.	
Notes	
No further pecuniary interest was declared.	

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 15/5/24 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 6	No: 0	Abs: 1	Inv: 1



Strata and Community Title Services

Minutes of the General Meeting
Owners Corporation for UNIT PLAN NO 4613
"North @ Lyneham"
29 Jul 2024



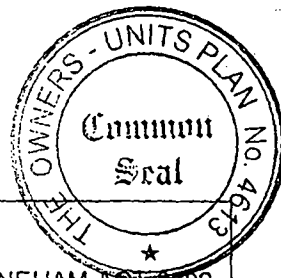
Motion 3				
Additional Sinking Fund Expenditure		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation accepts additional Sinking Fund expenditure of up to \$8,500.00 for the purpose of funding the solar panel installation.				
Motion CARRIED.				
VOTES		Yes: 5	No: 2	Abs: 0
				Inv: 1

Motion 4				
Special Levy - Sinking Fund		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation strike a one-off special levy of \$8,311.50 for the purpose of funding the solar panel installation.				
This levy is to be contributed by members in accordance with their Unit Entitlements.				
Levy Due Date: 19/08/24				
Motion CARRIED.				
VOTES	Yes: 7	No: 0	Abs: 0	Inv: 1

Motion 5				
Additional House Rule		Special Resolution		
That the Owners Corporation adopts the following House Rule to be registered with the Land Titles Office: All occupants with an electric vehicle are required to install a 15amp powerpoint where the vehicle is garaged at their own cost and not use house power to charge vehicles.				
Motion CARRIED.				
VOTES	Yes: 7	No: 0	Abs: 0	Inv: 1

Item 6				
General Business				
No further business discussed.				

STRATA MANAGEMENT AGREEMENT



THE OWNERS – UNITS PLAN		4613	Owners Corporation
ABN 55686224070		Address: 3-7 MURDOCH STREET, LYNEHAM ACT 2602	
NAME OF AGENT: A.C.T. SMS Pty Ltd (trading as ACT Strata Management Services)			
ABN: 96144703435		Address Unit 43 / 2 King Street, Deakin ACT 2600	
Telephone: 02 5131 2600			
PARTICULARS:			
Commencement Date	06/02/2023		
Initial Term	3 Years		
Management Fee	\$3,960.00	Inc GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	4613		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
EXECUTED BY:			
Owners Corporation			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature	Signature		
Name	Name		
Position	Position		
Agent			
Executed by in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager	Signature Name		

Phere Reten to Minutes of
A-L M 20 23

1. DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,

provided however:

- h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011) to be appointed then the works will be Non-Standard Work; and
- i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

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



2. WARRANTIES AND ACKNOWLEDGEMENT

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

3. APPOINTMENT OF THE AGENT

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

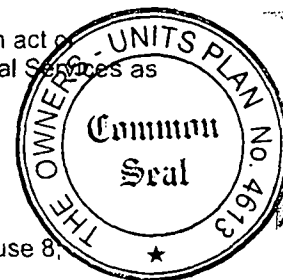
4. TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with either clause 9 or clause 10.

5. DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.

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



6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8,
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

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

8 PAYMENT OF FEES

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

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 1 month prior to the end of the Initial Term to the Agent that it does not wish the Agreement to be automatically extended.
- b) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- c) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for reconstruction or amalgamation of its business, or
- d) at any time by notice in writing provided a handover period of at least 28 days is allowed.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days: and
 - ii) the Owners Corporation has failed to rectify the breach.
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due.
- c) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to vary the Crown lease for the Land pursuant to section 166 of Act.
- d) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation



11 DISCLOSURE

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

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan,
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.

- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant codes of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

15 GST

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

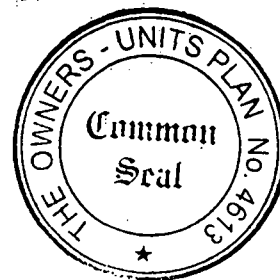
16 NOTICES

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

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

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.



SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

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

INSURANCE

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

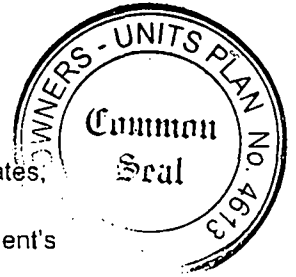
- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up to date correspondence file.
- Recording and retaining notices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

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (concluding by 6.30pm) attendance except where the Unit Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

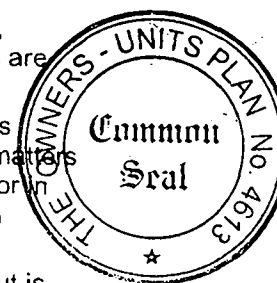
RULES

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



REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00pm and 7.00am on 02 51312600. If a call-out is required, this will be an Additional Service.



ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and email to EC	Included
Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so.	Included
Distribute minutes to chairman for revisions	Included
Distribute minutes to owners	Included
Distribute levy notices.	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors.	Included
Arrange non-routine repairs and maintenance.	Included
Make non-routine payments to contractors upon approval by the EC.	Included
Instigate collection procedures against non-payers.	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

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



REPAIRS AND MAINTENANCE

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

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

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

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.

- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.



SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$2.75	Per owner
2.	Attend executive committee meetings during office hours	\$150.00 \$150.00	First Hour Each subsequent hour
3.	Attend executive committee meetings outside office hours	\$200.00 \$200.00	First Hour Each subsequent hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$2.75	Per owner
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$2.75	Per owner
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$150.00 \$150.00	First Hour Each subsequent hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$200.00 \$200.00	First hour Each subsequent hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$2.75	Per owner
9.	Attending meeting with executive committee or contractors during office hours	\$150.00	Per hour or part thereof (Plus, travel time)
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$150.00	Per hour or part thereof (Plus, travel time)
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$200.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$150.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$150.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
16.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$150.00	Per hour charged in 15 min intervals
17.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$150.00	Per hour charged in 15 min intervals
18.	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
19.	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$2.75	Per letter (Minimum Charge \$22.00)
20.	Renewal of lease or change in units of entitlement	\$200.00	Per unit. A minimum charge of \$2,000.00 (plus costs)

21	Change to lease purpose clause	\$150.00	Per hour charged in 15 min intervals
22	Adjourned/other meeting charge	\$150.00 \$200.00	Per hour or part thereof during business hours Per hour or part thereof after hours
23	After hours call out	\$200.00	Per hour or part thereof (plus travel time)
24	Lodgement of taxation return	\$275.00	Per return
25	Lodgement of quarterly BAS	\$275.00	Per statement
26	Attending to other GST or tax related activities	\$150.00	Per hour charged in 15 min intervals
27	Section 119 certificates and requisitions	*\$300.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
28	Levy arrears notices (to be recharged to defaulting owner):	\$33.00 \$55.00 \$55.00 \$275.00	1 st Reminder Letter 2 nd Reminder Letter Final Notice Debt Collection
29	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$150.00 \$150.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
30	Assistance with management of building defects	\$150.00	Per hour charged in 15 min intervals
31	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$150.00	Per hour charged in 15 min intervals

*These fees have been negotiated between the parties to agreement the owner's unit plan no: 4613
Date: 06/02/2023





ACT Building Inspection Services

A.B.N.: 64 154 063 662
PO BOX 235
CALWELL ACT 2905
Phone: 0405 795 628
Email: info@actbis.com.au
Web: www.actbis.com.au

Katherine Hirschfeld
PO Box 2076
ASCOT QLD 4007

Invoice No.: 10034
Date: 05/06/2026

Tax Invoice

Description	Fee
Energy Rating Report (EER)	345.91
ACTPLA Lodgment Fee's - No GST	47.00

Refer property: 3C Murdoch Street, LYNEHAM ACT 2602

PAID
17/06/2026

Total Excluding GST	\$392.91
Total GST	\$32.09
Total Including GST	\$425.00
Amount Received	\$0.00
Invoice Balance	\$425.00

Thank you for your business

Remittance Advice

Katherine Hirschfeld
PO Box 2076
ASCOT QLD 4007

ACT Building Inspection Services
PO BOX 235
CALWELL ACT 2905

Invoice No.: 10034
Date: 05/06/2026
Amount Due: \$425.00

Amount: \$ _

Please charge my: ☐ MasterCard ☐ Visa

Card No.:

Signature: _

CVV2 No.: _

Name on Card:

Exp. Date : / _

I will pay by Direct Deposit/EFT ☐ Please make payment to: CBA David Navarro BSB: 062-593 ACC: 10239722

ENERGY RATING FACT SHEET

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT. The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve 0 to 6 stars in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

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

What information is NOT applicable when assessing my homes energy efficiency?

-  Heating and cooling
-  Hot water systems
-  Lighting systems and appliances
-  Solar panels

How can I improve my Energy Rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

-  Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
-  Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

ACT Legislation currently PROHIBITS Inspectors from assuming insulation values which may have been the case previously. Documented proof or visual sighting is now required to verify the existence and rating of insulation.

The Energy Rating is calculated using software approved by the ACT Government

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

28 Points 6 Stars

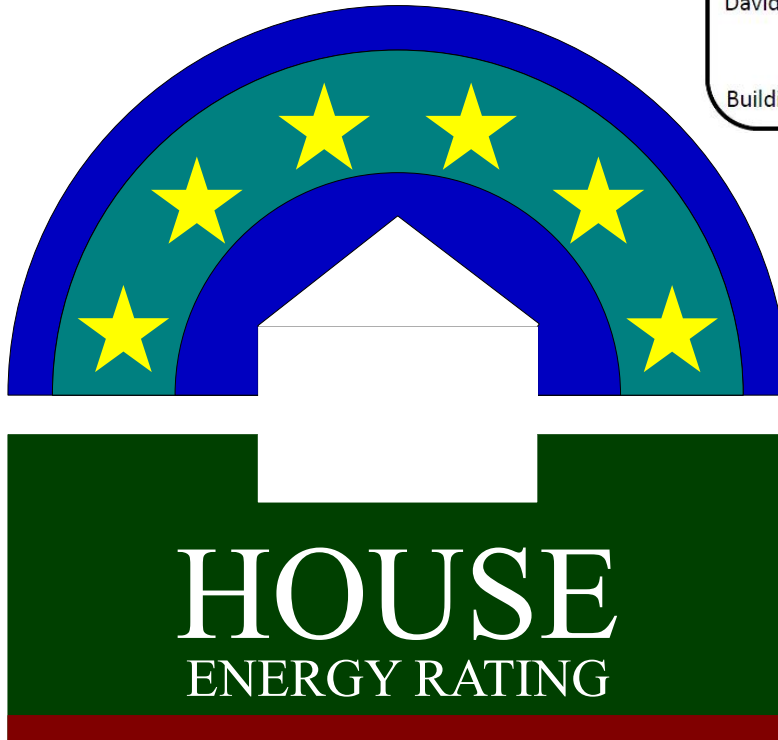
4 June 2026

David Navarro

20121345

D Navarro

Building Assessor – Class A Energy Efficiency



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 28 POINTS**

Name: Katherine Hirschfeld

Ref No: 10034

House Title: Block: 30 Section: 52

Date: 04-06-2026

Address: 3C Murdoch Street

LYNEHAM ACT

2602

Reference: Y:\ACTBIS EER\2026 EER'S\LM 052 030 00U 03C

Total Floor Area: 121.70 sqm

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	28											
Potential	28											

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

Design options	Additional points
----------------	-------------------

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	28	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : North

Area : 8 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	28	★★★★★★
2. North East	27	★★★★★★
3. East	24	★★★★★★
4. South East	23	★★★★★★
5. South	26	★★★★★★
6. South West	25	★★★★★★
7. West	23	★★★★★★
8. North West	23	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block: 30 Section: 52, 3C Murdoch Street, LYNEHAM ACT

Assessor's Name: David Navarro
 Net Conditioned Floor Area: 113.7 m²

Net Conditioned Floor Area: 113.7 m²				Points		
Feature				Winter	Summer	Total
CEILING				12	0	13
Surface Area: 5		Insulation: 9				
WALL				-3	-2	-6
Surface Area: -6		Insulation: 5		Mass: -5		
FLOOR				8	-1	6
Surface Area: 4		Insulation: 2		Mass: 0		
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 41 %				
Exhaust Fans 28 %		Doors 15 %				
Down Lights 0 %		Gaps (around frames) 16 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				5	-9	-3
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	8	7%	-9	17	-6	2
S	6	5%	-7	4	-2	-6
Total	14	12%	-16	21	-9	-3

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 1 point

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	28	-12	28*

* includes 12 points from Area Adjustment

Detailed House Data

House Details

HouseTitle	Block: 30 Section: 52
StreetAddress	3C Murdoch Street
Suburb	LYNEHAM ACT
Postcode	2602
AssessorName	David Navarro
FileCreated	04-06-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Open	No	No	No	Carp	R1.0	53.2m ²
2	Suspended Slab	Open	No	No	No	Tiles	R1.0	10.0m ²
3	Timber	NA	Yes	No	No	Carp	R0.0	48.5m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	10.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	8.3m	2.7m
2	Framed: FC Sheet Clad	Yes	R1.0	30.3m	2.7m
3	Framed: FC Sheet Clad	Yes	R1.0	25.8m	2.4m
4	Framed: FC Sheet Clad	No	R2.5	8.0m	2.4m
5	Weatherboard	No	R2.0	41.0m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R5.5	63.2m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	S	1.8m	1.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	S	1.8m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	N	2.1m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	N	1.5m	0.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	N	1.5m	1.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
4	N	1.5m	0.6m	0.0m	0.0m	0.0m	0.0m	3.7m	1.5m	3.7m	0.2m

Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²

Area of Lightweight Mass		0m ²
	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

T: 1300 309 169
E: insurance@rapidsolutions.com.au
M: PO Box 550 Kotara NSW 2289
W: www.rapidsolutions.com.au



CERTIFICATE OF CURRENCY

This is intended for use as evidence that the Cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy Schedule.

The Insured: ACT Building Inspection Services Pty Ltd
Trading As:
Address: 19 Denovan Circuit
Calwell ACT 2905
ABN: 64 154 063 662

PARTICULARS OF INSURANCE COVER

Policy Number: AUS-26-10151
Period of Insurance: 07 January 2026 To: 07 January 2027
Limit of Professional Indemnity: \$1,000,000 in the aggregate and \$500,000 in any one claim during the period of insurance including costs and expenses.
Limit of General Liability \$5,000,000 Any one claim and in the aggregate during the period of insurance including costs and expenses..
Sub-Limit of General Liability
Environmental Impairment: \$250,000 Any one claim and in the aggregate during the period of insurance.
Limit of Products Liability: \$5,000,000 any one claim and in the aggregate during the period of insurance including costs and expenses.

Business Activities and/or Extensions covered under this policy:

(PPI) Residential Building Inspections - AS4349.1-2007; (PPI) Timber Pest Inspections - AS4349.3-2010; Energy Rating Reports; Handyman & Maintenance Services; Other Building Inspections/Consultancy Work - AS4349.0-2007

Issued on: 22 December 2025 11:37:28AM

This Certificate of Currency is current only at the date and time of issue.



Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

02/09/26

Whittles Canberra Pty Ltd
ABN 39 634 756 031

K HIRSCHFELD
PO BOX 2076
ASCOT, QLD, 4007

Dear Sir/Madam

RE: Units Plan 4613
3-7 MURDOCH STREET, LYNEHAM
Lot: 00003
OWNER: K Hirschfeld

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully

A handwritten signature in dark ink, appearing to read "Matthew Lane", written over a light blue horizontal line.

Matthew Lane
Strata Manager
Whittles Canberra

*Unit Titles (Management) Certificate Determination 2012***SECTION 119 CERTIFICATE***Unit Titles (Management) Act 2011*

Date of Certificate 02/09/2026
 Units Plan in respect of which certificate issue: 0000004613
 Unit in respect of which certificate issued: Lot:00003

Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person) K Hirschfeld

If authorised person, authorised by: (owner) K Hirschfeld

The Owners Corporation of Units Plan 4613 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	H DIBELLA - 3B MURDOCH STREET LYNEHAM ACT 2602
Member	J M COOT - 3D MURDOCH STREET LYNEHAM ACT 2602
Member	S M BRADSHAW - 5B MURDOCH STREET LYNEHAM ACT 2602
Member	N M DAJKOVICH - 168 DEXTER STREET COOK ACT 2614
Chairperson	M TRAINOR - 7D MURDOCH STREET LYNEHAM ACT 2602

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed:	Whittles PO Box 3208 Weston ACT 2611
--	---

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:	Unit 43, 2nd Floor, 2 King Street DEAKIN ACT 2600
---	---

4. Insurance

4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation)	Yes
4.2 Copy of Insurance Valuation attached	Yes

5. Reports & Contracts

5.1 Copy attached of current Sinking Fund Forecast	Yes
5.2 Current Service Contracts	Expiry
Whittles Canberra	06/02/2026

6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$3,780.00	Number of instalments/year	4	Period	01/04/26 - 31/03/27
----------------------------	------------	----------------------------	---	--------	---------------------

Administrative Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/26 to 30/06/26	\$945.00	15/04/26	\$0.00	15/04/26	04/05/26
01/07/26 to 30/09/26	\$945.00	15/07/26	\$0.00	15/07/26	-
01/10/26 to 31/12/26	\$945.00	15/09/26	\$0.00	15/09/26	
01/01/27 to 31/03/27	\$945.00	15/12/26	\$0.00	15/12/26	

Amount (if any) outstanding: \$945.00

Amount (if any) in credit: N/A

Other Fees O/S - \$53.65

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$768.00	Number of instalments/year	4	Period	01/04/26 - 31/03/27
----------------------------	----------	----------------------------	---	--------	---------------------

Sinking Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/26 to 30/06/26	\$192.00	15/04/26	\$0.00	15/04/26	04/05/26
01/07/26 to 30/09/26	\$192.00	15/07/26	\$0.00	15/07/26	-
01/10/26 to 31/12/26	\$192.00	15/09/26	\$0.00	15/09/26	
01/01/27 to 31/03/27	\$192.00	15/12/26	\$0.00	15/12/26	

Amount (if any) outstanding: \$192.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund \$57,717.72CR

Sinking Fund \$38,924.69CR

Special Notes

Information to all Lots: No information

This development is a Class A - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

Expires 13/12/2117

The common seal of the Owners

Units Plan 4613

Was hereunto affixed on 02/09/2026

in the presence of Whittles Canberra



A handwritten signature in black ink, appearing to read "Matthew Lane".

Matthew Lane
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

TO: Whittles Canberra
PO Box 3208, Weston, ACT 2611
email to - info.canberra@whittles.com.au

SETTLEMENT DATE: ____ / ____ / ____

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____ WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:

K Hirschfeld

[informationCertificateRequestedByAddress]

Units Plan 4613

3-7 MURDOCH STREET, LYNEHAM

Lot: 00003

OWNER: K Hirschfeld

TAX INVOICE

02/09/2026

Whittles Canberra
ABN 39 634 756 031
PO Box 3208
WESTON ACT 2611

K Hirschfeld
PO BOX 2076
ASCOT QLD 4007

DESCRIPTION:

Searching and completing document for
provisions of
Section 119 of the *Units Plan (Management)*
Act 2011, Lot : 00003 at
3-7 MURDOCH STREET, LYNEHAM

Units Plan 4613

FEE:	As prescribed	\$320.90	PAID
	Plus 10% GST	\$32.09	PAID

TOTAL:	\$353.00	PAID
---------------	----------	------

OWNER: K Hirschfeld

EFT Payment:

Whittles Canberra
BSB - 185 300
A/C - 304517394
EFT Reference: Lot 3 Plan 4613
Email remittance to: info.canberra@whittles.com.au

With Compliments

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 4613

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 19 March 2026

Tick applicable box, or both boxes if applicable:

☒ Regularly Convened ☐ Convened after

The general meeting was regularly **adjournment**

convened (not following any The general meeting was convened

adjournment under UTMA s3.9(3) following an adjournment or

or (6) (a), part 3.1, schedule 3). Adjournments (under UTMA

s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
19 March 2026	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: 26.3.26

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General Information**

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

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UTMA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

B3 ***How many reduced quorum decisions be disallowed?***

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).

The petition must-

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

B4 ***How may reduced quorum decisions be confirmed?***

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 ***How may reduced quorum decisions be revoked?***

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 4613

Meeting Date	Thursday, 19 March 2026																													
Meeting Location	Whittles, Deakin Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 and via electronic meeting room.																													
Time	05:00 PM	Opened: 05:00 PM	Closed: 06:10 PM																											
Lots Represented	<table><tr><td>00001</td><td>W C Lee & S Du</td><td>Owner present</td></tr><tr><td>00002</td><td>H DiBella</td><td>Owner present</td></tr><tr><td>00003</td><td>Katherine Hirschfeld</td><td>Electronic vote</td></tr><tr><td>00004</td><td>J M Coot</td><td>Owner present</td></tr><tr><td>00005</td><td>L. Castanon</td><td>Electronic vote</td></tr><tr><td>00006</td><td>S M Bradshaw</td><td>Owner present</td></tr><tr><td>00007</td><td>N M Dajkovich</td><td>Owner present</td></tr><tr><td>00008</td><td>Cara Jacobs and Dominic O'Sullivan</td><td>Electronic vote</td></tr><tr><td>00012</td><td>M O & T L Trainor</td><td>Owner present</td></tr></table>			00001	W C Lee & S Du	Owner present	00002	H DiBella	Owner present	00003	Katherine Hirschfeld	Electronic vote	00004	J M Coot	Owner present	00005	L. Castanon	Electronic vote	00006	S M Bradshaw	Owner present	00007	N M Dajkovich	Owner present	00008	Cara Jacobs and Dominic O'Sullivan	Electronic vote	00012	M O & T L Trainor	Owner present
00001	W C Lee & S Du	Owner present																												
00002	H DiBella	Owner present																												
00003	Katherine Hirschfeld	Electronic vote																												
00004	J M Coot	Owner present																												
00005	L. Castanon	Electronic vote																												
00006	S M Bradshaw	Owner present																												
00007	N M Dajkovich	Owner present																												
00008	Cara Jacobs and Dominic O'Sullivan	Electronic vote																												
00012	M O & T L Trainor	Owner present																												
By Proxy	Nil.																													
Chairperson	M Trainor																													
Additional Attendees	Matthew Lane representing Whittles Canberra Pty Ltd																													
Apologies	Nil.																													

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2				
Alternate Voting Methods	Ordinary Resolution			
That the Owners Corporation adopt electronic voting methods for this and all future General Meetings and Executive Committee Meetings, in accordance with Section 10 of the Unit Titles (Management) Regulation 2011. Voting methods include but are not limited to teleconference, video conference, email and other electronic means including online pre-voting.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 3				
Confirmation of Minutes	Ordinary Resolution			
That the minutes of the previous Annual General Meeting held on 24/4/25 be confirmed. It was declared that the Annual General Meeting held on 24/4/25 was closed at 6:30 PM				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 1	Inv: 0

Motion 4				
Financial Statement	Ordinary Resolution			
That the financial statement for the period 1/1/25 to 31/12/25 be adopted.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 5				
Management Agreement		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 6				
Insurance Renewal	Ordinary Resolution			
That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 7				
Fire Safety Review		Ordinary Resolution		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<i>Dates of attendance are to be confirmed with the fire service technician.</i>				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 9				
Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$44,425.00 be accepted.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 10				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$45,000.00 for the period 1/1/26 to 31/12/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 30.3.26, 30.6.26, 30.9.26, 30.12.26.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 11				
Sinking Fund Levy	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$9,148.00 for the period 1/1/26 to 31/12/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy due dates are 30.3.26, 30.6.26, 30.9.26, 30.12.26.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Motion 12				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes: 9	No: 0	Abs: 0	Inv: 0

Item 13		
Utility Supplies Review		
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.		

Item 14		
General Business		
Rear doors: The manager is to have a quote prepared to correct the rear doors were water ingress is present. Tiling works: The Manger is to issue to the Executive Committee the tiling quote for \$13000 and await instructions Garage Controller: The Manager is to have the garage controller repaired.		

Election of Committee
Election of Ordinary Member
M Trainor, S M Bradshaw, H DiBella, N M Dajkovich, J M Coot will form the Executive Committee for the year.

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 02 5131 2600.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

THE OWNERS UNIT PLAN NO 4613
3-7 MURDOCH STREET, LYNEHAM

Year ending December 2026

ADMINISTRATION FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	11,250.00	11,250.00	11,250.00	11,250.00	\$45,000.00
Arrears	356.90	0.00	0.00	0.00	\$356.90
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	11,606.90	11,250.00	11,250.00	11,250.00	\$45,356.90
EXPENDITURE					
Carpark - Security gate/roller door	300.00	300.00	300.00	300.00	\$1,200.00
Common property	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Garage - Security gate/roller door	200.00	200.00	200.00	200.00	\$800.00
Grounds	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes	600.00	600.00	600.00	600.00	\$2,400.00
Insurance - Renewal	0.00	0.00	16,000.00	0.00	\$16,000.00
Management - Agreed Services	1,230.00	1,230.00	1,230.00	1,230.00	\$4,920.00
Plumbing	250.00	250.00	250.00	250.00	\$1,000.00
Roofing	375.00	375.00	375.00	375.00	\$1,500.00
Security	305.00	0.00	0.00	0.00	\$305.00
Utilities - Electricity	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Utilities - Water	75.00	75.00	75.00	75.00	\$300.00
Total	7,335.00	7,030.00	23,030.00	7,030.00	\$44,425.00

SINKING FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	2,287.00	2,287.00	2,287.00	2,287.00	\$9,148.00
Arrears	178.00	0.00	0.00	0.00	\$178.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	2,465.00	2,287.00	2,287.00	2,287.00	\$9,326.00
EXPENDITURE					
Capital improvements	164.00	164.00	164.00	164.00	\$656.00
Carpark - Ventilation	0.00	2,800.00	0.00	0.00	\$2,800.00
Common property - Tiling	0.00	13,000.00	0.00	0.00	\$13,000.00
Fire systems	154.75	154.75	154.75	154.75	\$619.00
Solar Panels - Installation	0.00	0.00	8,500.00	0.00	\$8,500.00
Total	318.75	16,118.75	8,818.75	318.75	\$25,575.00

CASH FLOW SUMMARY

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	38,573.23	42,845.13	47,065.13	35,285.13	\$38,573.23
Add: Contributions	11,250.00	11,250.00	11,250.00	11,250.00	\$45,000.00
Add: Arrears	356.90	0.00	0.00	0.00	\$356.90
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	7,335.00	7,030.00	23,030.00	7,030.00	\$44,425.00
CLOSING BALANCE	42,845.13	47,065.13	35,285.13	39,505.13	\$39,505.13
<u>SINKING FUND</u>					
Opening Balance	32,498.69	34,644.94	20,813.19	14,281.44	\$32,498.69
Add: Contributions	2,287.00	2,287.00	2,287.00	2,287.00	\$9,148.00
Add: Arrears	178.00	0.00	0.00	0.00	\$178.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	318.75	16,118.75	8,818.75	318.75	\$25,575.00
CLOSING BALANCE	34,644.94	20,813.19	14,281.44	16,249.69	\$16,249.69

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
Number of Lots 12

Lot Number	— Effective from 01/01/26 —		— Effective from 01/01/26 —	
	UE	ADMIN Fund	UE	SINKING Fund
1	80	\$900	80	\$183
2	83	\$934	83	\$190
3	84	\$945	84	\$192
4	78	\$878	78	\$178
5	77	\$866	77	\$176
6	84	\$945	84	\$192
7	88	\$990	88	\$201
8	89	\$1,001	89	\$203
9	84	\$945	84	\$192
10	84	\$945	84	\$192
11	82	\$923	82	\$187
12	87	\$979	87	\$199
QUARTERLY TOTAL		<u>\$11,251.00</u>		<u>\$2,285.00</u>

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A

Details of Reduced Quorum Decisions

A1 The Owners-Units Plan No 4613

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 24 April 2025

Tick applicable box, or both boxes if applicable:



Regularly Convened



Convened After Adjournment

The general meeting was regularly

convened (not following any

adjournment under UTMA s3.9(3)

or (6) (a), part 3.1, schedule 3).

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced Quorum Decisions

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

Date of Decision	Full Text of Reduced Quorum Decision
24 April 2025	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.



Tegan Rapson
Strata Manager

8 May 2025



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UTMA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

B3 How many reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 4613 "North @ Lyneham"

Meeting Date	Thursday, 24 April 2025		
Meeting Location	Via Microsoft Teams		
Time	05:00 PM	Opened: 05:04 PM	Closed: 02:28 PM
Lots Represented	00002 H DiBella 00006 S Bradshaw 00007 M Dowle 00008 D O'Sullivan 00012 M Trainor		
Absentee Voters	00004 J Coot 00005 L Castanon 00010 K Tane		
Chairperson	M Trainor		
Additional Attendees	T Rapson – Whittles Canberra Pty Ltd		
Apologies	Nil		

Item 1	
Declaration of Interest	
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.	
Notes	
No further interests were declared.	

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous General Meeting held on 29/7/24 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 0
Notes				
M Trainor reported issues with the solar panel installation, including complications with ACT Planning				

Motion 2 - Continued

due to the complex being incorrectly classified as commercial instead of residential. The meeting agreed to pause progress with the current provider and explore alternative providers for a new quote to help resolve the issue.

M Trainor will contact the ACT Government to seek clarification on the building's classification. The Manager will locate the Crown Lease documents to confirm unit usage and provide it to M Trainor to assist with the government inquiry. The latter will also contact alternative providers that have successfully provided quotes for complexes in nearby suburbs.

Motion 3**Financial Statement****Ordinary Resolution**

That the financial statement for the period 1/1/24 to 31/12/24 be adopted.

Motion CARRIED.**VOTES**

Yes: 8

No: 0

Abs: 0

Inv: 0

Item 4**Management Agreement**

The current agreement in place expires 6/2/26.

A copy of the agreement is available for viewing at www.whittles.com.au via the Owners Portal.

Item 5**Electric Vehicle Charging**

A discussion will be held regarding the House Rule on electric vehicle charging, which will cover, but is not limited to, the following points:

- Use of house power for personal charging purposes
- Consequences for non-compliance with the House Rule
- Responsibilities of residents wishing to install electric vehicle chargers

Notes

The meeting reviewed the current policy requiring residents to install their own 15-amp power supply for electric vehicle charging or otherwise incur a special levy. Mark confirmed that this policy was adopted via a motion passed last year. He advised that only one unit, 7A, is currently non-compliant.

It was agreed that the \$1,300.00 annual special levy for use of house power will be charged to Unit 7A, and the resident will be given a further 30 days to install a compliant charger. M Trainor noted his own installation took approximately two weeks, and therefore the 30-day timeframe was considered reasonable. Should the resident remain non-compliant after this period, the Executive Committee will consider passing a motion to formally record a breach.

Motion 6				
Insurance Renewal		Ordinary Resolution		
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. That the building sum insured be increased by 5% upon renewal.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 0
Motion 7				
Fire Safety Review		Ordinary Resolution		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 0
Motion 8				
Sinking Fund Forecast Review		Ordinary Resolution		
That the Owners Corporation reviews the current Sinking Fund Forecast and is satisfied that the forecast expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2031. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution.				
Motion CARRIED.				
VOTES	Yes: 7	No: 0	Abs: 1	Inv: 0
Motion 9				
Maintenance Plan Review		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 0
Notes				
M Trainor reported that the basement’s self-leveling drain had flooded due to leaf buildup and required manual clearing. The Manager suggested adding annual post-autumn drain cleaning to the gardener’s				

Motion 9 - Continued

scope, for which the meeting agreed.

D O'Sullivan noted the gardener's concern about the size and potential root damage from trees near Units 5C and 5D. It was agreed to engage an arborist for assessment. M Trainor will review the original planting guide to help identify the species, believed to be an Acer variety. Further actions will be considered once the species is confirmed.

Motion 10**Administration Fund Expenditure Budget Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$42,000.00 be accepted.

Motion CARRIED.**VOTES**

Yes: 8

No: 0

Abs: 0

Inv: 0

Motion 11**Sinking Fund Expenditure Budget Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$25,575.00 be accepted.

Motion CARRIED.**VOTES**

Yes: 8

No: 0

Abs: 0

Inv: 0

Motion 12**Levy Year Amendment Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation amends the levy year to run from 1 April to 31 March, effective 1 January 2026.

Motion CARRIED.**VOTES**

Yes: 8

No: 0

Abs: 0

Inv: 0

Motion 13				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$47,380.00 for the period 1/1/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is no change from the previous levies. Levy Due Dates: 15/05/25, 15/07/25, 15/09/25, 15/11/25 & 15/01/26				
Motion CARRIED.				
VOTES	Yes: 7	No: 1	Abs: 0	Inv: 0

Motion 14				
Sinking Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$8,200.00 for the period 1/1/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies. Levy Due Dates: 15/05/25, 15/07/25, 15/09/25, 15/11/25 & 15/01/26				
Motion CARRIED.				
VOTES	Yes: 7	No: 1	Abs: 0	Inv: 0

Item 15	
Financial Audit	
Due to the Owners Corporation consisting of less than 100 units and having an annual turnover of less than \$250,000.00 per annum, there is no requirement under the Unit Titles (Management) Act 2011 to have a financial audit carried out.	

Motion 16				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes: 8	No: 0	Abs: 0	Inv: 0

Item 17
Election of Executive Committee
S Bradshaw, H DiBella, M Dowle, D O'Sullivan, and M Trainor have been elected to the Committee.

Item 18	
General Business	
Basement Pedestrian Doors	M Dowle raised the need to update the fire exit door codes, as they had not been changed in some time. M Trainor noted that the eastern end door was deteriorated and required replacement. The Manager confirmed that work orders had previously been issued for both items and will follow up to ensure they are actioned.

Owners are able to access and update their personal details online via the Whittles Owners Portal.

To access your account, go to <https://owner.whittles.com.au> and login using either your registered mobile number or email address.

**Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.*

If you have another property you would like to consider for management by Whittles, please let your Strata Manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

THE OWNERS UNIT PLAN NO 4613
3-7 MURDOCH STREET, LYNEHAM

Year ending December 2025

ADMINISTRATION FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	11,845.00	11,845.00	11,845.00	11,845.00	\$47,380.00
Arrears	702.00	0.00	0.00	0.00	\$702.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	12,547.00	11,845.00	11,845.00	11,845.00	\$48,082.00
EXPENDITURE					
Common property	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Garage - Security gate/roller door	200.00	200.00	200.00	200.00	\$800.00
Grounds	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes	600.00	600.00	600.00	600.00	\$2,400.00
Insurance - Renewal	0.00	0.00	16,000.00	0.00	\$16,000.00
Management - Additional services fee	75.00	75.00	75.00	75.00	\$300.00
Management - Agreed Services	1,175.00	1,175.00	1,175.00	1,175.00	\$4,700.00
Plumbing	250.00	250.00	250.00	250.00	\$1,000.00
Roofing	375.00	375.00	375.00	375.00	\$1,500.00
Utilities - Electricity	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Utilities - Water	75.00	75.00	75.00	75.00	\$300.00
Total	6,750.00	6,750.00	22,750.00	6,750.00	\$43,000.00

SINKING FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	2,050.00	2,050.00	2,050.00	2,050.00	\$8,200.00
Arrears	243.00	0.00	0.00	0.00	\$243.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	2,293.00	2,050.00	2,050.00	2,050.00	\$8,443.00
EXPENDITURE					
Capital improvements	164.00	164.00	164.00	164.00	\$656.00
Carpark - Ventilation	0.00	2,800.00	0.00	0.00	\$2,800.00
Common property - Tiling	0.00	13,000.00	0.00	0.00	\$13,000.00
Fire systems	154.75	154.75	154.75	154.75	\$619.00
Solar Panels - Installation	0.00	0.00	8,500.00	0.00	\$8,500.00
Total	318.75	16,118.75	8,818.75	318.75	\$25,575.00

CASH FLOW SUMMARY

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	22,366.57	28,163.57	33,258.57	22,353.57	\$22,366.57
Add: Contributions	11,845.00	11,845.00	11,845.00	11,845.00	\$47,380.00
Add: Arrears	702.00	0.00	0.00	0.00	\$702.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	6,750.00	6,750.00	22,750.00	6,750.00	\$43,000.00
CLOSING BALANCE	28,163.57	33,258.57	22,353.57	27,448.57	\$27,448.57
<u>SINKING FUND</u>					
Opening Balance	24,306.69	26,280.94	12,212.19	5,443.44	\$24,306.69
Add: Contributions	2,050.00	2,050.00	2,050.00	2,050.00	\$8,200.00
Add: Arrears	243.00	0.00	0.00	0.00	\$243.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	318.75	16,118.75	8,818.75	318.75	\$25,575.00
CLOSING BALANCE	26,280.94	12,212.19	5,443.44	7,174.69	\$7,174.69

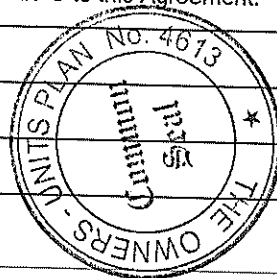
CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
 Number of Lots 12

Lot Number	— Effective from 01/01/25 —		— Effective from 01/01/25 —	
	UE	ADMIN Fund	UE	SINKING Fund
1	80	\$948	80	\$164
2	83	\$983	83	\$170
3	84	\$995	84	\$172
4	78	\$924	78	\$160
5	77	\$912	77	\$158
6	84	\$995	84	\$172
7	88	\$1,042	88	\$180
8	89	\$1,054	89	\$182
9	84	\$995	84	\$172
10	84	\$995	84	\$172
11	82	\$971	82	\$168
12	87	\$1,031	87	\$178
QUARTERLY TOTAL		<u>\$11,845.00</u>		<u>\$2,048.00</u>

STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN 4613		Owners Corporation
ABN 55686224070		Address: 3-7 MURDOCH STREET, LYNEHAM ACT 2602
NAME OF AGENT: A.C.T. SMS Pty Ltd (trading as ACT Strata Management Services)		
ABN: 96144703435 Address Unit 43 / 2 King Street, Deakin ACT 2600		
Telephone: 02 5131 2600		
PARTICULARS:		
Commencement Date	06/02/2023	
Initial Term	3 Years	
Management Fee	\$3,960.00	Inc GST
Agreed Services	Services set out in Attachment A to this Agreement.	
Additional Services	Services set out in Schedule B to this Agreement.	
Additional Services Fees	Services set out in Schedule C to this Agreement.	
Units Plan	4613	
Payment Method	Monthly in advance.	
Annual Fee Review at Annual General Meeting	By negotiation	
EXECUTED BY:		
Owners Corporation		
The common seal of the Owners Corporation was affixed on:		
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:		
Signature	Signature	
Name	Name	
Position	Position	
Agent		
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:		
Signature of a Manager	Signature Name	



Phere Reten Lo Martin's at
A-L m 20 23

1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,

provided however:

- h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011) to be appointed then the works will be Non-Standard Work; and
- i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

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

2 WARRANTIES AND ACKNOWLEDGEMENT

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

3 APPOINTMENT OF THE AGENT

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

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with either clause 9 or clause 10.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.

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

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

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

8 PAYMENT OF FEES

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

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 1 month prior to the end of the Initial Term to the Agent that it does not wish the Agreement to be automatically extended.
- b) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- c) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for reconstruction or amalgamation of its business, or
- d) at any time by notice in writing provided a handover period of at least 28 days is allowed.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days: and
 - ii) the Owners Corporation has failed to rectify the breach.
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due.
- c) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to vary the Crown lease for the Land pursuant to section 166 of Act.
- d) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

11 DISCLOSURE

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

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.

- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant codes of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

15 GST

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

16 NOTICES

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

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

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

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

INSURANCE

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

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

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (concluding by 6.30pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

RULES

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

REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00pm and 7.00am on 02 51312600. If a call-out is required, this will be an Additional Service.

ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and email to EC	Included
Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so.	Included
Distribute minutes to chairman for revisions	Included
Distribute minutes to owners	Included
Distribute levy notices.	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors.	Included
Arrange non-routine repairs and maintenance.	Included
Make non-routine payments to contractors upon approval by the EC.	Included
Instigate collection procedures against non-payers.	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

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

REPAIRS AND MAINTENANCE

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

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjusters and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

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

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.

- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$2.75	Per owner
2.	Attend executive committee meetings during office hours	\$150.00 \$150.00	First Hour Each subsequent hour
3.	Attend executive committee meetings outside office hours	\$200.00 \$200.00	First Hour Each subsequent hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$2.75	Per owner
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$2.75	Per owner
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$150.00 \$150.00	First Hour Each subsequent hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$200.00 \$200.00	First hour Each subsequent hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$2.75	Per owner
9.	Attending meeting with executive committee or contractors during office hours	\$150.00	Per hour or part thereof (Plus, travel time)
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$150.00	Per hour or part thereof (Plus, travel time)
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$200.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$150.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$150.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
16	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$150.00	Per hour charged in 15 min intervals
17	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$150.00	Per hour charged in 15 min intervals
18	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
19	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$2.75	Per letter (Minimum Charge \$22.00)
20	Renewal of lease or change in units of entitlement	\$200.00	Per unit. A minimum charge of \$2,000.00 (plus costs)

21	Change to lease purpose clause	\$150.00	Per hour charged in 15 min intervals
22	Adjourned/other meeting charge	\$150.00 \$200.00	Per hour or part thereof during business hours Per hour or part thereof after hours
23	After hours call out	\$200.00	Per hour or part thereof (plus travel time)
24	Lodgement of taxation return	\$275.00	Per return
25	Lodgement of quarterly BAS	\$275.00	Per statement
26	Attending to other GST or tax related activities	\$150.00	Per hour charged in 15 min intervals
27	Section 119 certificates and requisitions	*\$300.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
28	Levy arrears notices (to be recharged to defaulting owner):	\$33.00 \$55.00 \$55.00 \$275.00	1 st Reminder Letter 2 nd Reminder Letter Final Notice Debt Collection
29	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$150.00 \$150.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
30	Assistance with management of building defects	\$150.00	Per hour charged in 15 min intervals
31	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$150.00	Per hour charged in 15 min intervals

*These fees have been negotiated between the parties to agreement the **owner's unit plan no:** 4613
Date: 06/02/2023



Certificate of Insurance

ABN 29 008 096 277

Units Plan 4613
C/ - ACT Strata Management Services
PO Box 3208
WESTON NSW 2611

Date: 09.09.2025
Invoice No: I4850560

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
PO Box 631
NORTH SYDNEY NSW 2059

Period 15.09.2025 to 15.09.2026

Policy No. POL11151048

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4613
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Units Plan 4613

SITUATION:

"North @ Lyneham" 3-7 Murdoch Street, LYNEHAM ACT 2602

INTEREST INSURED:

Building Sum Insured	\$	7,737,185
Common Contents Sum Insured	\$	77,372
Loss of Rent/Temporary Accommodation	\$	1,160,578
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Lot Owners' Wall Coverings		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	50,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	1,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4613
Residential Strata/Community Corporation

EXCESS:

Standard Excess	\$	2,000
Flood Excess	\$	2,000
Storm Surge Excess		Not Applicable
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess		Nil
Appeal Expenses Excess		Nil
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2019
Primary Wall Construction	Brick
Secondary Wall Construction	Not Applicable
Roof Construction	Colourbond
Floor Construction	Concrete
Aluminium Composite Panels	No
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	12
Number of Levels	2
Number of Basements	1
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %



Certificate of Insurance

ABN 29 008 096 277

Units Plan 4613
C/ - ACT Strata Management Services
PO Box 3208
WESTON NSW 2611

Date: 25.08.2025
Invoice No: I4841652

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Workers Compensation - EDI

Insurer Insurance Aust Limited (t/as CGU)
GPO Box 1574
CANBERRA CITY ACT 2601

Period 15.09.2025 to 15.09.2026

Policy No. O/25-1451

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4613
Workers Compensation - EDI

EMPLOYERS' INDEMNITY INSURANCE

INSURED: Units Plan 4613
TRADING AS: Units Plan 4613

LOCATION: "North @ Lyneham" 3-7 Murdoch Street
LYNEHAM ACT 2602

REGISTERED FOR GST: YES

DETAILS FOR: Units Plan 4613
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	G/Employees	1000
			=====
TOTAL			1000
			=====

Please check your Policy document for full details of the
cover provided and the payment schedule.

NB: Premium includes any applicable levies.

Insurance Valuation Report

For

3-7 Murdoch Street

3-7 Murdoch Street, Lynham

Scheme Number: 4613



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 174894

06 May 2022

Professional Indemnity Insurance Policy Number 96 0968886 PLP

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QIA Group Pty Ltd
ABN 27 116 106 453
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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **3-7 Murdoch Street, Lynham** .

1.2 Property Address

The property is situated at **3-7 Murdoch Street, Lynham** .

1.3 Description of Building

The property consists of 12 townhouses with basement parking. Common property includes driveway, paving, boundary walls & fences. The plans provided by the Client indicate that the Property was Registered in 2018.

1.4 Client

The Owners for 3-7 Murdoch Street .

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$6,485,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement costs only and excludes loss of revenue.

2.3 Current Trends

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 including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost: \$4,990,000

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 6% per annum over the relevant period \$450,000

Progressive Subtotal: \$5,440,000

Professional Fees: \$440,000

Progressive Subtotal: \$5,880,000

Demolition and Removal of Debris: \$250,000

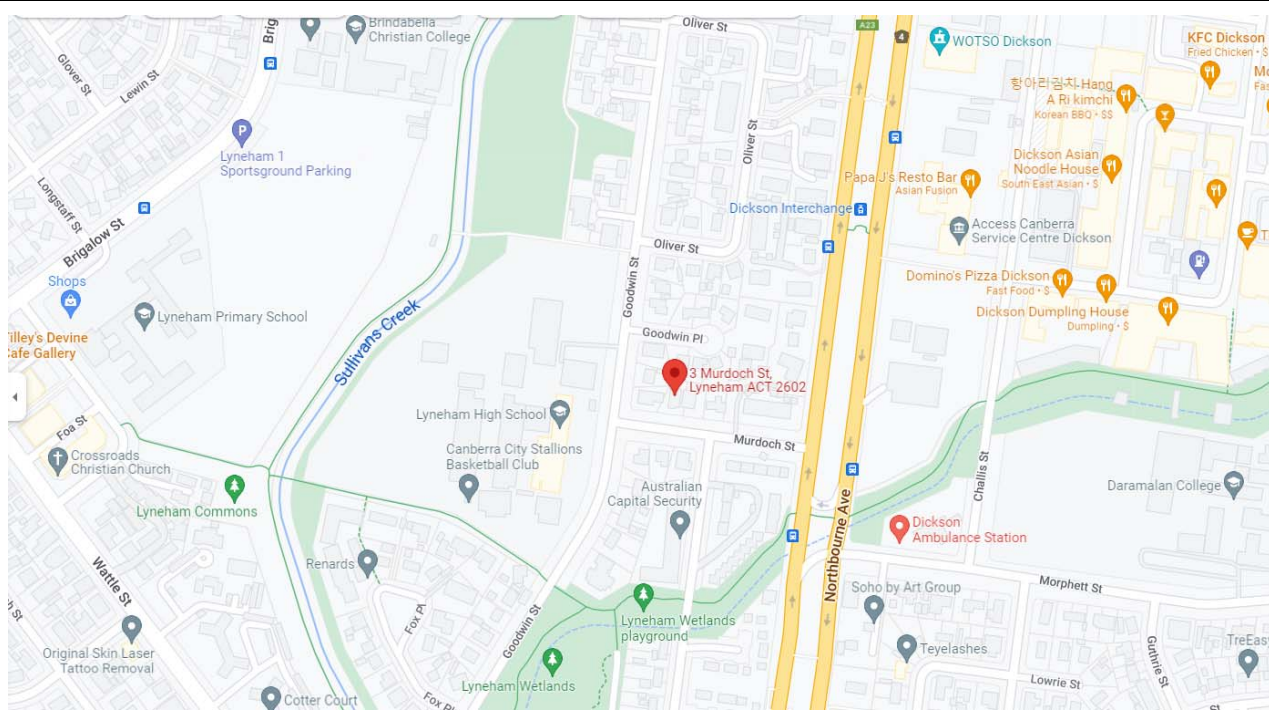
Progressive Subtotal: \$6,130,000

Cost Escalation for Insurance Policy Lapse Period: \$355,000

Progressive Subtotal: \$6,485,000

Reinstatement Cost Assessment Value: \$6,485,000 (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: Concrete & Timber framed.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & villa board.

EXTERNAL WALL FINISHES: Face brick & Villa board & rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck.

ROOFING: Clip lock.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

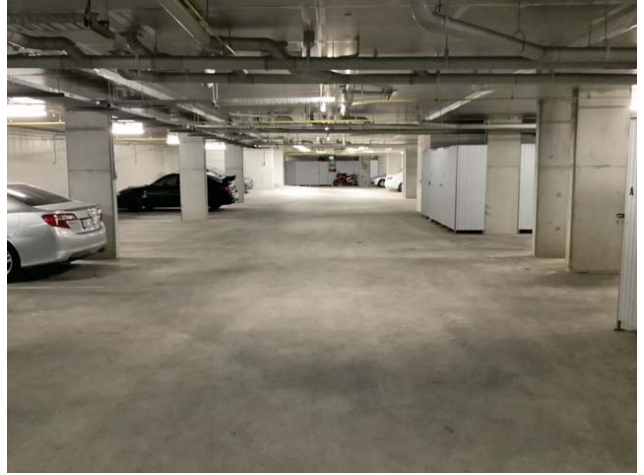
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



ACT Maintenance Plan

3-7 Murdoch Street

3-7 Murdoch Street, Lynham ACT 2602

Scheme Number: 4613



COMPILED BY CRAIG WELSH

**On 15 May 2021 for the
Period Commencing 1 January 2021
QIA Job Reference Number: 160990**

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

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INTRODUCTION

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

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

PROPERTY LOCATION

3-7 Murdoch Street, Lynham ACT 2602

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on 15 April 2021

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.

	ACT MAINTENANCE PLAN			
	3-7 Murdoch Street - 4613			
	3-7 Murdoch Street, Lyham ACT 2602 (Class A)			
	Date of preparation of initial Maintenance Plan - 15 May 2021			

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)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE	General Description of Asset or Item to be maintained (If Long-term assets may require regular inspection for deterioration upon Group replacement may be suitable period of days)	Manufacturer name, model or Capacity where known	Serial number or ID where known	When known or assumed	Frequency, Location, or Frequency - Inspected only or Inspected & Maintained	Applicable Australian Standards, Regulations or Codes where applicable	Frequency, Year, or Frequency of inspection or maintenance	Date when last inspection, testing or repair was carried out	Company or person responsible for inspection, testing or maintenance	Based on manufacturer anticipated life (years applicable)	Forecast date when major refurbishment or replacement may be required for each particular asset or capital item. Where a Shading Panel has been proposed, date may represent forecast expenditure where appropriate													
	Recent buildings				Routine		Annually		OC	10							X							
	Recent balcony ceilings				Routine		Annually		OC	10							X							
	Recent soffits				Routine		Annually		OC	10							X							
	Maintain entry Jels				Routine		Annually		OC	30								X						X
	Recent door face				Routine		Annually		OC	10							X							
	Provide to reduce salutes/horizontal slings				Routine/daily		Annually		OC	35							X		X				X	
	Recent balustrade/handrails				Routine		Annually		OC	10							X							
	Recent parapets				Routine		Annually		OC	10							X							
BASEMENT	Maintain/reduce environmental fans				Inspector/Service		Annually		Licensed Contractor	25											X			
	Recent fire marking				Routine/daily		Annually		OC	10							X					X		
	Recent bollards				Routine		Annually		OC	10							X							
	Maintain ventilator ducting				Service		Annually		Licensed Contractor	25									X					X
	Recent door face				Routine		Annually		OC	10							X							
	Maintain/reduce main garage door running gear				Service		Annually		Licensed Contractor	8											X			
	Maintain/upgrade garage door motor				Inspector/Service		Annually		Licensed Contractor	20											X			
	Maintain/upgrade stormwater pumps				Service		Annually		Licensed Plumber	20												X		
	Maintain/reduce stormwater pump controller				Inspector/Service		Annually		Licensed Contractor	20														
DRIVEWAY																								
	Maintain driveway				Routine/daily		Annually		OC	35													X	
	EXTERNAL WORKS																							
	Maintain common driveway								Licensed Plumber												X			
	Ongoing partial maintenance of concrete pathways				Routine/daily		Annually		OC													X		
	FENCING																							
	Provide to reduce timber leaching				Routine		Annually		OC														X	
FURNITURE & FITTINGS																								
	Maintain signage				Routine		Annually		OC	20													X	
	Provide to upgrade intercom systems & associated equipment				Routine		Annually		OC	15											X			
	Provide to reduce door cleaners				Routine		Annually		OC	20							X		X			X		
Inspect/maintain electrical anti-theft alarm RCDs				Compliance	AS/NZS 3000:2018	Bi-Annually		Licensed Electrician	30															

		ACT MAINTENANCE PLAN	
		3-7 Murdoch Street - 4613	
		3-7 Murdoch Street, Lynham ACT 2602 (Class A)	
		Date of preparation of Initial Maintenance Plan - 15 May 2021	
			

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)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
General Description of Asset or Item to be maintained (NB: Long-term assets may require regular inspection or replacement or replacement may be required prior to expiry of useful life)				Manufacturer name, model number, serial number, etc. (where known)	Serial number or ID (where known or assumed)	Where known or assumed	(Visual, functional, or performance inspection or tested & monitored)	Applicable Australian Standard, Regulatory Code, or other applicable	Frequency, both, or inspection frequency of maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for inspection or maintenance	Based on manufacturer recommendations or anticipated useful life (where applicable)												
FIRE PROTECTION SYSTEMS																								
Inspect/Upgrade Fire Indicator Panel				Inspect/Service	AS1570.1:2015	Annually		Licensed Contractor	15															X
Maintain/replace fire hose reels				Compliance	AS1681	6 monthly		Licensed Contractor	20															X
Maintain/replace fire extinguishers				Compliance	AS1681	6 monthly		Licensed Contractor	5			X											X	
Install/replace exit signage/emergency lighting				Compliance	AS1681/AS2233	Annually		Licensed Contractor	5		X		X		X		X		X		X		X	
ROOF																								
Maintain metal roof battings/battens				Routine		5 Yearly		Licensed Contractor	50											X				
Provision to replace down pipes				Routine		5 Yearly		Licensed Contractor	35												X			
Construction Items																								
Roofline - A subsequent inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																								
Roofwaterproofing - As per Roofline, paying particular attention to items that may cause injury to occupants/occupant's vehicles																								
Services - As inspection refers across additional level of attention or maintenance may be required, e.g. Checking a pump and inspection/repairs - Inspect to ascertain operation is normal and ready for use																								
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																								

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.

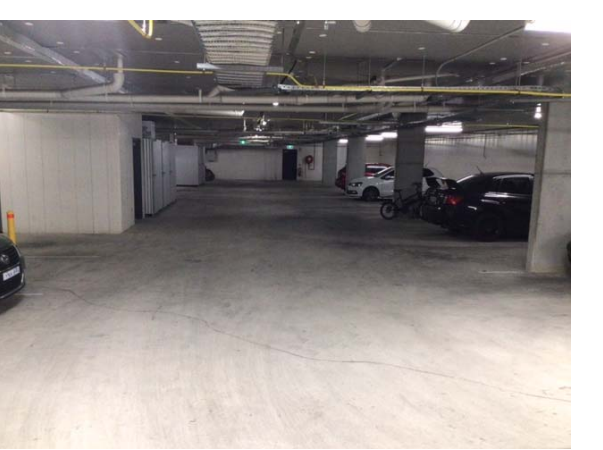
The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or 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.



Multi-unit residential

Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

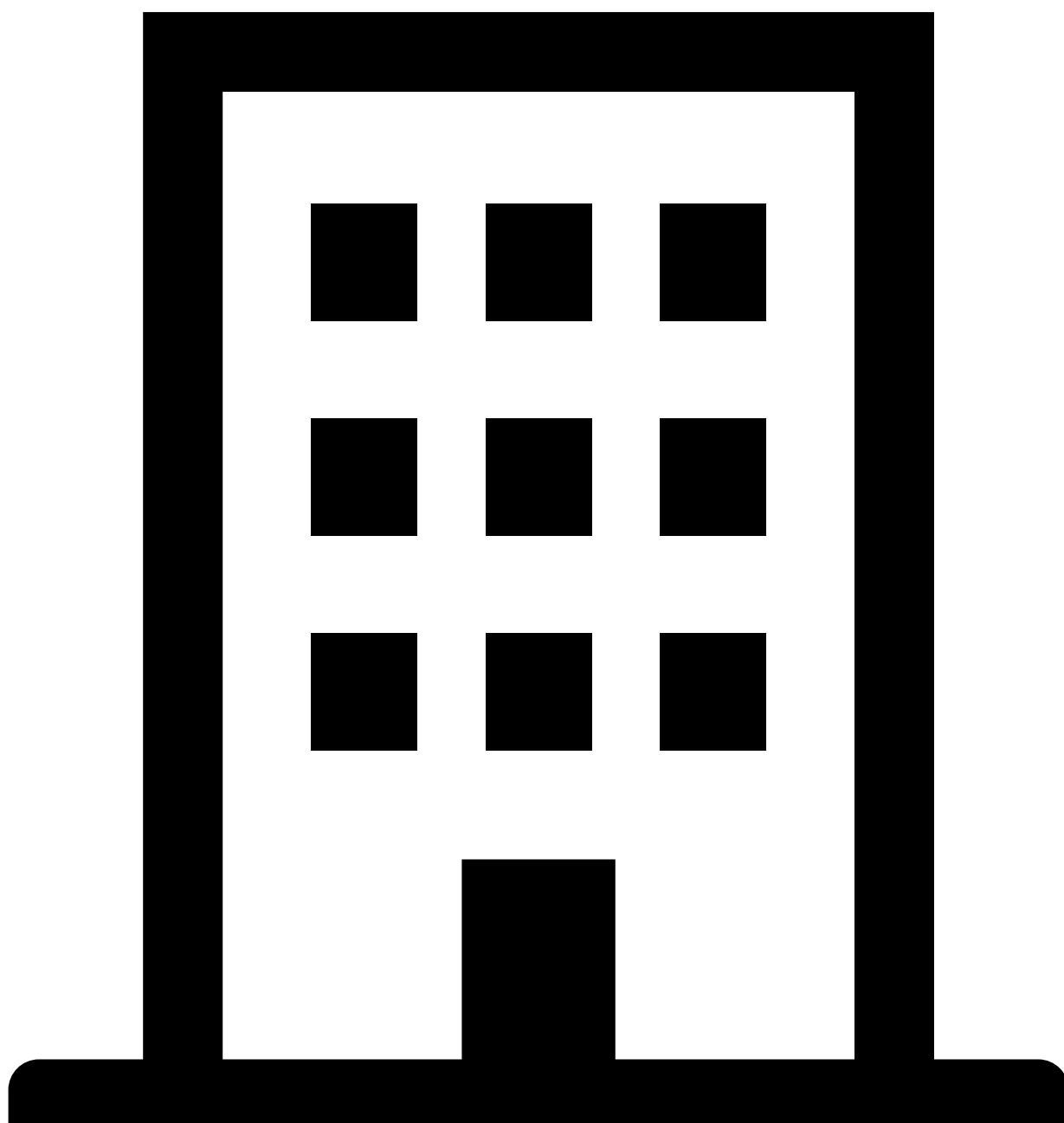
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Introduction

Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

How to use this guide – which section covers what?

Section 1 outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

Section 2 explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

Section 3 explains how to plan your maintenance program.

Section 4 provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

Section 5 provides useful information to assist unit owners and owners corporations.

Building Types – knowing your A's from your B's

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.



Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. 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 of 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.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

Type	Style	Typical subdivision	General responsibilities
Villa, Townhouses, Semi Detached and Detached Houses	One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.	Usually part of a plan of subdivision called “Class B”, in which the individual owner owns the entire dwelling inside and out.	The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.
Low rise	Two to three storey ‘walk ups’ comprising of small blocks of units.	Usually form part of a plan of subdivision called “Class A”.	Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC.
Medium rise	Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access.		
High rise	Nine or more storeys of vertically integrated accommodation, with lift access.		



TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

1. Who is Responsible for Repairs and Maintenance?

Unit Owners

In 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.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

Class A Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
<i>Inside unit:</i>			
Flooring	X		
Windows and fly screens	X		Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required.
Ceiling lining and cornices	X		
Walls lining/painting	X		
Doors	X		
Heating and cooling	X		Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.
Balconies	X	X	Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
<i>Common property:</i>			
Pool/gym/sauna		X	
Gardens, landscaping		X	
Paths and driveways		X	

Class A Maintenance Responsibility*

Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
Doors/windows outside unit		X	
Intercoms/ security systems		X	
Parking/garage areas		X	
Roof		X	
Other:			
Pest control of complex		X	
Lifts/stairwells/corridors		X	
Fire control and safety of common areas		X	

*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

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

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

Class B Maintenance Responsibility*

Building element	Unit owner	Owners Corporation	Other
Inside unit:			
Flooring	X		
Windows and fly screens	X		
Ceiling lining and cornices	X		
Walls lining	X		
Doors	X		
Heating and cooling	X		
Balconies	X		
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
Common property:			
Pool/gym/sauna		X	
Gardens, landscaping		X	Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property.

Class B Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation	Other
Paths and driveways		X	If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.
Doors/windows outside unit		X	If in common areas
Intercoms/ security systems	X		Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.
Parking areas		X	OC has responsibility for common parking areas (eg visitor) but not personal garages.
Roof	X		
Other:			
Pest control of common areas of complex	X	X	OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit.
Lifts/stairwells		X	
Fire control and safety of common areas		X	

Owners Corporations

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.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

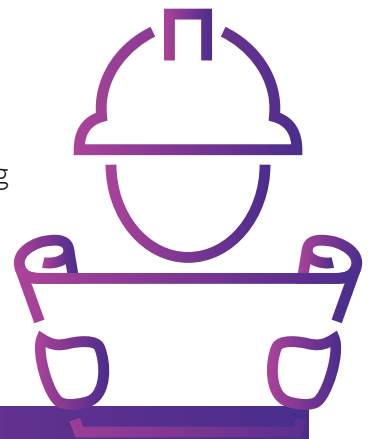
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.



TOP TIPS

Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.

Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

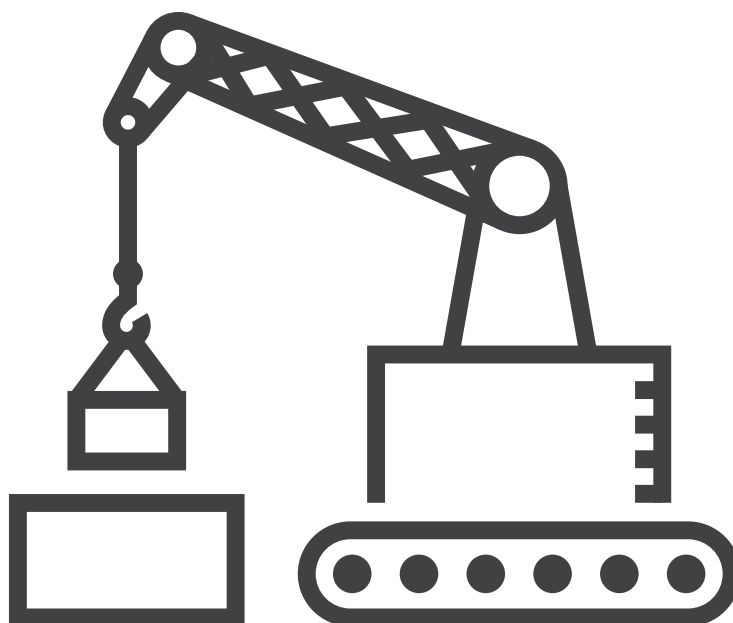
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

Did you know?

COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



TOP TIPS

Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.

2. Show Me the Money – Financial Management

Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or 'fees to inspect' records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



Did you know?

Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.

Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

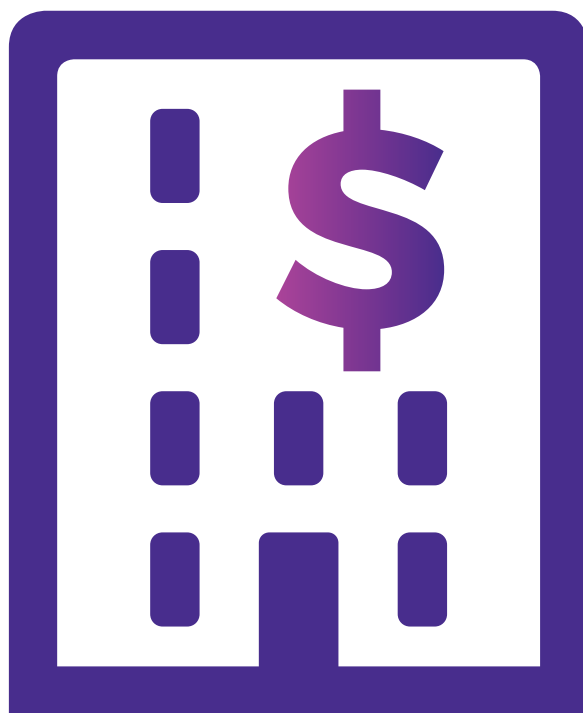
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



Did you know?

The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.

3. Maintenance Program

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. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

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.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



TOP TIPS

An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.

Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



Did you know?

Access Canberra can also assist with any questions about fair trading and building standards. Visit www.act.gov.au/accessCBR or phone 13 22 81.



4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner:

Unit No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Appliances and fittings					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Glazing					
Internal Plasterboard					
Wall & ceiling linings					
Cornices					
Joinery					
Windows					
Doors					
Door handles, hinges, locks and latches					
Fly screens					
Shower screens					
Benches, wall cabinets & vanities					
Internal Flooring					
Ceramic tiles					
Timber floorboards					
Carpet					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Plumbing & Draining					
Tapware					
Pipes, drains and traps					
Balcony floor wastes					
Toilet Cistern					
Shower trays					
Electrical					
Interior lighting					
Smoke alarms					
Oven and stove tops					
Hot water service					
Gas Appliances					
Hot water service					
Heating					
Painting					
General					
Door-frames					
Balustrades					
Heating, Ventilation & Air Conditioning					
Air conditioning units					
Air vents, exhaust fans					
Balconies and Terraces					
Tiling and grouting					
Paving	(E.g. Removal of weeds and plant material and ensuring drains are not blocked)				
Parking					
Garage doors					
Door openers					

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation:

Unit Plan No:

Building Name:

Location/Address:

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Pest control					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Foundation Footings & Slab					
Footings & foundations					
Slab					
Timber Construction					
Eaves					
Decks					
Balustrades					
External Surfaces					
Render					
Brickwork					
Mouldings					
Structural Steel & Metal Work					
Protective coating					
Glazing					
Windows and doors					
Glass balustrades					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Roofing					
Iron/battens					
Flashing					
Roofing					
Bird-proofing					
Internal Flooring (main foyer and hallways)					
Ceramic tiles					
Carpet					
Plumbing & Draining					
External taps					
Pipes, drains and traps					
Membranes on balconies					
Gutters (including box gutters)					
Downpipes					
Rain water tanks					
Stormwater					
Basement inspection outlets					
Plumbing under roads, paths, tiles					
Intelligent Building Systems & Controls					
Waterproofing Systems					
Electrical					
External lighting					
Switchboard & meter box					
Solar panels					
Painting					
Common areas					
External walls on balconies					
Balustrades on balconies					
Heating, Ventilation & Air Conditioning					
Boilers and heater controllers					
Cooling water towers					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
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Security Systems

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

Lifts

Lift cars					
Lift motors					
Lift controllers					

Pools, Spas and Gymnasiums

Pool fence					
Pool or sauna heater					
Thermostats, heating and ventilation control devices					
Water pumps and filters					

Parking

Garage doors					
Door openers					
Bike storage facilities					

Landscaping & External Works

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

Building Fire Systems

Essential safety measure <i>(including Alternative Building Solutions)</i>	Nature and/or frequency of test or inspection	Tick if required for this building
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability	
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes	
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA	
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)		
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes	
Building occupant warning system	Monthly as prescribed AS 1851 Section 9	
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA	
Fire hose reel system	Every six months to AS 1851 Section 14	
Sprinkler system	Weekly to AS 1851 Section 21	
Portable fire extinguishers	Every six months to AS 1851 Section 15.4	
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA	

Access, Exits and Lifts

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

Signage

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Exit signs (including direction signs)	Every 6 months to AS 2293.2	
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible	

Lighting

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Emergency lighting	Every 6 months to AS/NZS 2293.2	

Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

6. Useful Information

External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

Common Areas

Surface	Manufacturer	Type	Colour
Brick			
Roof tiles/sheeting			
Pavers			
Floor Tiles			
Wall Tiles			
Carpet			
Glazing			

Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

Paint

Internal			
Architraves			
Doors			
Ceilings			

Important Telephone Numbers

Contact	Name	Phone number
Emergency Services		000
Builder		
Units Manager		
Executive Committee		
Plumber		
Electrician		
Pest Control		
Gas (faults & emergencies)		
Electricity (faults & emergencies)		
Water (faults & emergencies)		
Maintenance Person		
Access Canberra		13 22 81

Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

www.publish.csiro.au/books/series/42

Guide to Standards & Tolerances 2007

www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Guide to the Obligations of Owners Corporation Managers

www.act.gov.au/accessCBR

Unit Titles Dispute Resolution Guide

www.act.gov.au/accessCBR

Unit Titles (Management) Act 2011

www.legislation.act.gov.au/a/2011-41

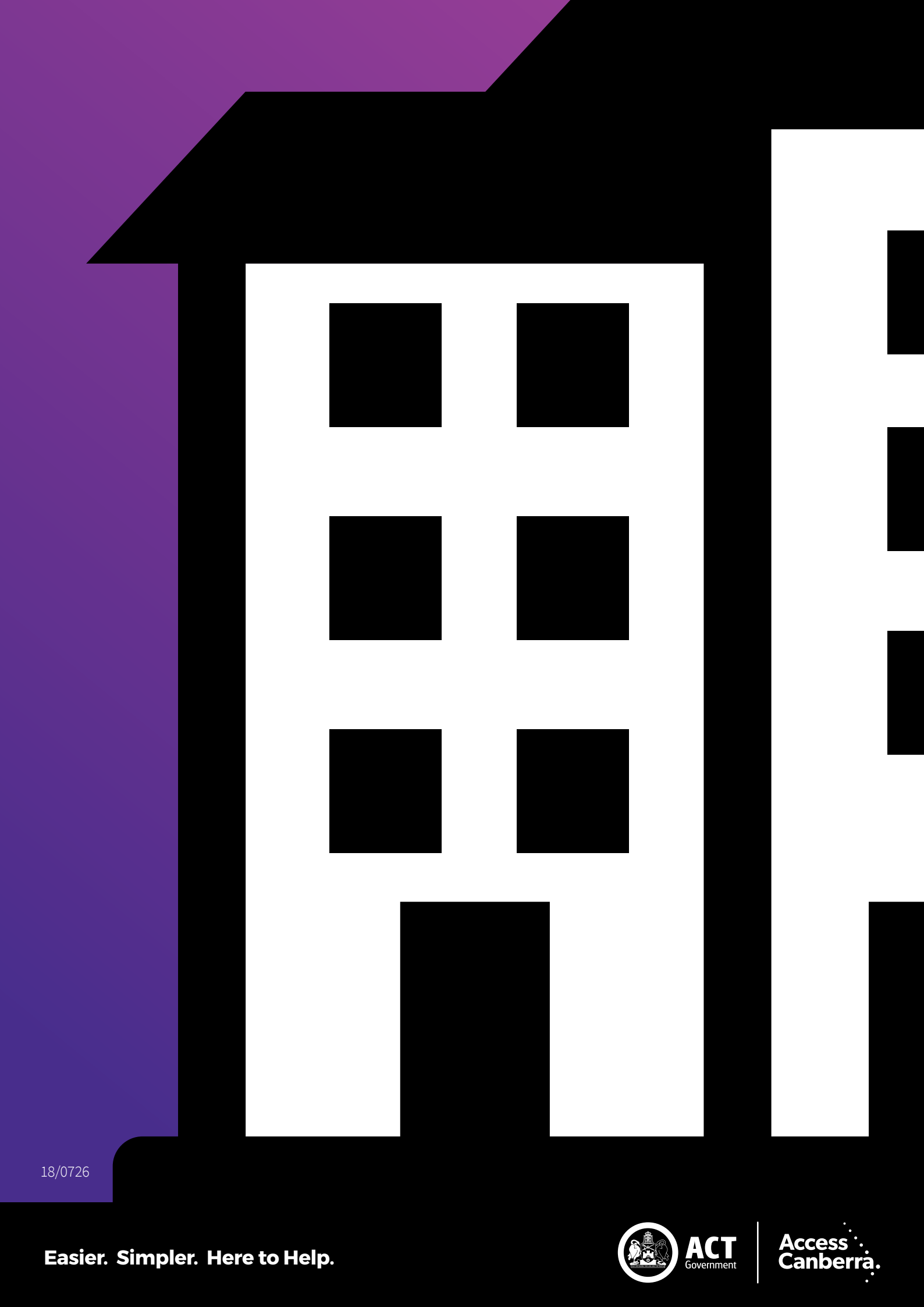
Owners Corporation Network of the ACT (OCN)

www.ocnact.org.au

Additional Requirements

This annexure is to be used to document building elements unique to individual buildings.

[illegible]



Sinking Fund Plan

3-7 Murdoch Street
3-7 Murdoch Street, Lynham, ACT 2602
Scheme Number: 4613



COMPILED BY SIMON VINCENT

**On 30 April 2021 for the
15 Years Commencing: 1 January 2021
QIA Job Reference Number: 160989**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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INTRODUCTION

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

LOCATION

3-7 Murdoch Street, Lynham, ACT 2602

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:	\$1.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$2,000.00
The proposed Sinking Fund Levy per entitlement is:	\$3.52

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Report Year	Year		Opening Balance	Income		Expenses	Closing Balance (End of Year)
	Fiscal From			Contribution Total P.A.	Contribution per Entitlement		
1	01/01/2021		\$2,000	\$1,000	\$1.00	\$600	\$2,400
2	01/01/2022		\$2,400	\$3,517	\$3.52	\$1,202	\$4,715
3	01/01/2023		\$4,715	\$5,394	\$5.39	\$1,118	\$8,991
4	01/01/2024		\$8,991	\$7,271	\$7.27	\$1,275	\$14,986
5	01/01/2025		\$14,986	\$9,148	\$9.15	\$3,864	\$20,271
6	01/01/2026		\$20,271	\$11,025	\$11.03	\$2,693	\$28,603
7	01/01/2027		\$28,603	\$12,902	\$12.90	\$1,020	\$40,485
8	01/01/2028		\$40,485	\$14,779	\$14.78	\$53,550	\$1,714
9	01/01/2029		\$1,714	\$16,656	\$16.66	\$2,212	\$16,157
10	01/01/2030		\$16,157	\$18,533	\$18.53	\$6,992	\$27,698
11	01/01/2031		\$27,698	\$20,410	\$20.41	\$8,883	\$39,225
12	01/01/2032		\$39,225	\$22,287	\$22.29	\$6,928	\$54,584
13	01/01/2033		\$54,584	\$22,956	\$22.96	\$15,353	\$62,187
14	01/01/2034		\$62,187	\$23,644	\$23.64	\$7,263	\$78,568
15	01/01/2035		\$78,568	\$24,354	\$24.35	\$22,436	\$80,486

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$600
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>		<u>\$600</u>
Includes GST amount of :		\$55
January 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$619
FIRE PROTECTION SYSTEMS		
- Install/Replace exit signage/emergency lighting		\$583
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>		<u>\$1,202</u>
Includes GST amount of :		\$109
January 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$637
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$481
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>		<u>\$1,118</u>
Includes GST amount of :		\$102
January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$656
FIRE PROTECTION SYSTEMS		
- Install/Replace exit signage/emergency lighting		\$619

Total Forecast Expenditure for year - January 2024 (Inc GST): \$1,275

Includes GST amount of : \$116

January 2025	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$676

BASEMENT

- Replace garage door motor in 5 years \$3,188

Total Forecast Expenditure for year - January 2025 (Inc GST): \$3,864

Includes GST amount of : \$351

January 2026	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$696

BASEMENT

- Repaint line marking \$1,340

FIRE PROTECTION SYSTEMS

- Install/Replace exit signage/emergency lighting \$657

Total Forecast Expenditure for year - January 2026 (Inc GST): \$2,693

Includes GST amount of : \$245

January 2027	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$717

FURNITURE & FITTINGS

- Provision to replace door closers 20% of total \$303

Total Forecast Expenditure for year - January 2027 (Inc GST): \$1,020

Includes GST amount of : \$93

January 2028Expense
Inc GST**SUPERSTRUCTURE**

- Repaint building	\$25,082
- Repaint balcony ceilings	\$2,787
- Repaint soffits	\$1,672
- Scaffold/access equip allowance	\$6,131
- Repaint door face	\$1,672
- Provision to replace balustrade/handrail fixings	\$139
- Repaint balustrade/handrails	\$4,459
- Repaint pergolas	\$7,246
- Capital Replacement - General	\$739

BASEMENT

- Repaint bollard	\$139
- Repaint door face	\$2,230

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$557
- Install/Replace exit signage/emergency lighting	\$697

Total Forecast Expenditure for year - January 2028 (Inc GST): \$53,550

Includes GST amount of : \$4,868

January 2029Expense
Inc GST**SUPERSTRUCTURE**

- Maintain entry tiles 5% of total	\$1,130
- Capital Replacement - General	\$761

FURNITURE & FITTINGS

- Provision to replace door closers 20% of total	\$321
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Total Forecast Expenditure for year - January 2029 (Inc GST): \$2,212

Includes GST amount of : \$201

January 2030	Expense Inc GST
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SUPERSTRUCTURE

- | | |
|--|-------|
| - Provision to replace balustrade/handrail fixings | \$148 |
| - Capital Replacement - General | \$784 |

BASEMENT

- | | |
|--|---------|
| - Replace stormwater pumps in 10 years | \$5,322 |
|--|---------|

FIRE PROTECTION SYSTEMS

- | | |
|---|-------|
| - Install/Replace exit signage/emergency lighting | \$739 |
|---|-------|

<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$6,992</u>
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Includes GST amount of : \$636

January 2031	Expense Inc GST
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SUPERSTRUCTURE

- | | |
|---------------------------------|-------|
| - Capital Replacement - General | \$807 |
|---------------------------------|-------|

EXTERNAL WORKS

- | | |
|----------------------------|---------|
| - Maintain common pipework | \$1,644 |
|----------------------------|---------|

FURNITURE & FITTINGS

- | | |
|--|---------|
| - Provision to upgrade intercom systems & associated equipment | \$3,045 |
| - Provision to replace door closers 20% of total | \$341 |

ROOF

- | | |
|---|---------|
| - Maintain metal roof fixings/flashings | \$3,045 |
|---|---------|

<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>	<u>\$8,883</u>
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Includes GST amount of : \$808

January 2032Expense
Inc GST**SUPERSTRUCTURE**

- Maintain entry tiles 5% of total \$1,235
- Provision to replace balustrade/handrail fixings \$157
- Capital Replacement - General \$831

BASEMENT

- Replace garage door motor in 5 years \$3,921

FIRE PROTECTION SYSTEMS

- Install/Replace exit signage/emergency lighting \$784

Total Forecast Expenditure for year - January 2032 (Inc GST): **\$6,928**

Includes GST amount of : **\$630**

January 2033Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General \$856

BASEMENT

- Provision to replace exhaust/supply fans \$7,754
- Maintain/repair main garage door running gear \$2,100

FURNITURE & FITTINGS

- Provision to replace door closers 20% of total \$362

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$646

ROOF

- Provision to replace down pipes in 28 years (partial accrual) \$3,635

Total Forecast Expenditure for year - January 2033 (Inc GST): **\$15,353**

Includes GST amount of : **\$1,396**

January 2034	Expense Inc GST
---------------------	--------------------

SUPERSTRUCTURE

- | | |
|--|-------|
| - Provision to replace balustrade/handrail fixings | \$166 |
| - Capital Replacement - General | \$882 |

BASEMENT

- | | |
|------------------------|---------|
| - Repaint line marking | \$1,697 |
|------------------------|---------|

DRIVEWAY

- | | |
|----------------------------------|---------|
| - Maintain driveway 10% of total | \$2,038 |
|----------------------------------|---------|

EXTERNAL WORKS

- | | |
|--|---------|
| - Ongoing partial maintenance of concrete pathways | \$1,647 |
|--|---------|

FIRE PROTECTION SYSTEMS

- | | |
|---|-------|
| - Install/Replace exit signage/emergency lighting | \$832 |
|---|-------|

<u>Total Forecast Expenditure for year - January 2034 (Inc GST):</u>	<u>\$7,263</u>
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Includes GST amount of :	\$660
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January 2035	Expense Inc GST
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SUPERSTRUCTURE

- | | |
|------------------------------------|---------|
| - Maintain entry tiles 5% of total | \$1,350 |
| - Capital Replacement - General | \$908 |

BASEMENT

- | | |
|--------------------------------|---------|
| - Maintain ventilation ducting | \$1,799 |
|--------------------------------|---------|

FENCING

- | | |
|---|---------|
| - Provision to replace timber fencing in 20 years (partial accrual) | \$4,284 |
|---|---------|

FURNITURE & FITTINGS

- | | |
|--|---------|
| - Maintain signage | \$1,714 |
| - Provision to replace door closers 20% of total | \$384 |

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$10,283
- Provision to replace fire hose reels	\$1,714
<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$22,436</u>
Includes GST amount of :	\$2,040

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	\$18,000	2028	10								25082							
- Repaint balcony ceilings	\$2,000	2028	10								2787							
- Repaint soffits	\$1,200	2028	10								1672							
- Scaffold/access equip allowance	\$4,400	2028	10								6131							
- Maintain entry tiles 5% of total	\$788	2029	3									1130			1235			1350
- Repaint door face	\$1,200	2028	10								1672							
- Provision to replace balustrade/handrail fixings	\$100	2028	2								139		148		157		166	
- Repaint balustrade/handrails	\$3,200	2028	10								4459							
- Repaint pergolas	\$5,200	2028	10								7246							
- Capital Replacement - General	\$530	2021	0	600	619	637	656	676	696	717	739	761	784	807	831	856	882	908
BASEMENT																		
- Provision to replace exhaust/supply fans	\$4,800	2033	15													7754		
- Repaint line marking	\$1,020	2026	8						1340								1697	
- Repaint bollard	\$100	2028	10								139							
- Maintain ventilation ducting	\$1,050	2035	3															1799
- Repaint door face	\$1,600	2028	10								2230							
- Maintain/repair main garage door running gear	\$1,300	2033	15													2100		
- Replace garage door motor in 5 years	\$2,500	2025	7					3188							3921			
- Replace stormwater pumps in 10 years	\$3,600	2030	12										5322					
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,225	2034	4														2038	
EXTERNAL WORKS																		
- Maintain common pipework	\$1,080	2031	7											1644				

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Ongoing partial maintenance of concrete pathways	\$990	2034	4														1647	
FENCING																		
- Provision to replace timber fencing in 20 years (partial accrual)	\$2,500	2035	5															4284
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2035	17															1714
- Provision to upgrade intercom systems & associated equipment	\$2,000	2031	13											3045				
- Provision to replace door closers 20% of total	\$224	2027	2							303		321		341		362		384
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$6,000	2035	17															10283
- Provision to replace fire hose reels	\$1,000	2035	17															1714
- Provision to replace portable fire extinguishers	\$400	2023	5			481					557					646		
- Install/Replace exit signage/emergency lighting	\$500	2022	2		583		619		657		697		739		784		832	
ROOF																		
- Maintain metal roof fixings/flashings	\$2,000	2031	6											3045				
- Provision to replace down pipes in 28 years (partial accrual)	\$2,250	2033	5													3635		
Total				600	1202	1118	1275	3864	2693	1020	53550	2212	6992	8883	6928	15353	7263	22436
Includes GST amount of				55	109	102	116	351	245	93	4868	201	636	808	630	1396	660	2040

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repair building	\$18,000	2028	10	2821	5726	8718	11800	14975	18245	21613	25082	2940	5969	9088	12301	15611	19019	22530
- Repair balcony ceilings	\$2,000	2028	10	313	636	969	1311	1664	2027	2402	2787	327	663	1010	1367	1734	2113	2503
- Repair soffits	\$1,200	2028	10	188	382	581	787	998	1216	1441	1672	196	398	606	820	1041	1268	1502
- Scaffold/access equip allowance	\$4,400	2028	10	689	1400	2131	2884	3660	4460	5283	6131	719	1459	2221	3007	3816	4649	5507
- Maintain entry tiles 5% of total	\$788	2029	3	111	226	344	465	591	719	852	989	1130	400	811	1235	437	887	1350
- Repair door face	\$1,200	2028	10	188	382	581	787	998	1216	1441	1672	196	398	606	820	1041	1268	1502
- Provision to replace balustrade/handrail fixings	\$100	2028	2	16	32	48	65	83	101	120	139	73	148	77	157	82	166	87
- Repair balustrade/handrails	\$3,200	2028	10	501	1018	1550	2098	2662	3244	3842	4459	523	1061	1616	2187	2775	3381	4005
- Repair pergolas	\$5,200	2028	10	815	1654	2519	3409	4326	5271	6244	7246	849	1724	2626	3554	4510	5495	6509
- Capital Replacement - General	\$530	2021	0	600	619	637	656	676	696	717	739	761	784	807	831	856	882	908
BASEMENT																		
- Provision to replace exhaust/supply fans	\$4,800	2033	15	496	1008	1535	2077	2636	3211	3804	4415	5044	5692	6359	7046	7754	650	1318
- Repaint line marking	\$1,020	2026	8	207	421	640	867	1100	1340	191	387	590	798	1013	1234	1462	1697	242
- Repaint bollard	\$100	2028	10	16	32	48	65	83	101	120	139	16	33	50	68	86	105	124
- Maintain ventilation ducting	\$1,050	2035	3	97	196	299	405	514	626	741	860	983	1109	1239	1373	1511	1653	1799
- Repaint door face	\$1,600	2028	10	251	509	775	1049	1331	1622	1922	2230	261	531	808	1093	1388	1690	2003
- Replace garage door in 28 years	\$4,800	2048	30	281	571	870	1177	1494	1820	2156	2502	2859	3226	3604	3993	4395	4808	5233
- Maintain/repair main garage door running gear	\$1,300	2033	15	134	273	416	563	714	870	1030	1196	1366	1541	1722	1908	2100	176	357
- Replace garage door motor in 5 years	\$2,500	2025	7	600	1219	1856	2512	3188	512	1039	1582	2141	2717	3310	3921	629	1277	1945
- Replace stormwater pumps in 10 years	\$3,600	2030	12	464	942	1435	1942	2465	3003	3557	4128	4716	5322	535	1085	1652	2237	2838
DRIVEWAY																		
- Maintain driveway 10% of total	\$1,225	2034	4	119	242	369	499	633	772	914	1061	1212	1367	1528	1693	1863	2038	548
EXTERNAL WORKS																		
- Maintain common pipework	\$1,080	2031	7	128	261	397	537	681	830	984	1141	1304	1471	1644	264	535	815	1103

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Ongoing partial maintenance of concrete pathways	\$990	2034	4	96	196	298	403	512	624	739	857	979	1105	1235	1368	1505	1647	443
FENCING																		
- Provision to replace colorbond/slat fencing in 33 years	\$7,000	2053	35	371	733	1146	1551	1969	2398	2841	3297	3767	4251	4749	5262	5791	6335	6896
- Provision to replace timber fencing in 20 years (partial accrual)	\$2,500	2035	5	230	468	712	964	1223	1490	1765	2048	2340	2641	2950	3269	3597	3936	4284
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2035	17	92	187	285	386	489	596	706	819	936	1056	1180	1308	1439	1575	1714
- Replace mail boxes in 23 years	\$1,300	2043	25	87	177	269	364	462	562	666	773	883	997	1114	1234	1358	1486	1617
- Provision to upgrade intercom systems & associated equipment	\$2,000	2031	13	238	483	735	995	1262	1538	1822	2114	2415	2725	3045	286	581	885	1198
- Provision to replace door closers 20% of total	\$224	2027	2	40	80	122	165	210	256	303	158	321	168	341	178	362	189	384
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$6,000	2035	17	553	1122	1709	2313	2935	3576	4236	4916	5617	6338	7081	7847	8635	9447	10283
- Provision to replace fire hose reels	\$1,000	2035	17	92	187	285	386	489	596	706	819	936	1056	1180	1308	1439	1575	1714
- Provision to replace portable fire extinguishers	\$400	2023	5	156	316	481	105	213	324	439	557	122	247	376	509	646		
- Install/Replace exit signage/emergency lighting	\$500	2022	2	287	583	305	619	324	657	343	697	364	739	386	784	410	832	434
ROOF																		
- Replace guttering in 33 years	\$5,250	2053	35	278	565	860	1163	1476	1799	2131	2473	2825	3188	3562	3947	4343	4752	5172
- Maintain metal roof fixings/flashings	\$2,000	2031	6	238	483	735	995	1262	1538	1822	2114	2415	2725	3045	562	1141	1737	2351
- Provision to replace down pipes in 28 years (partial accrual)	\$2,250	2033	5	233	472	719	974	1236	1506	1783	2070	2365	2668	2981	3303	3635	794	1611
TOTAL ACCRUALS				11426	22619	34261	46063	55670	66669	79695	40719	52279	59722	65623	74194	74807	84202	79578

* 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.





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?	☐ No	☐ 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)

- 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.
- 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.
- 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

- The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 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.
- 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.
- There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 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. 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.

- 4.4 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 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* 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.

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