

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

Schedule

Land	The unexpired term of the Lease	Unit 33	UP No. 4066	Block 2	Section 177	Division/District Phillip
	and known as 33/121 Easty` Street, Phillip ACT 2606					
Seller	Full name	Euan William Ruddick				
	ACN/ABN					
	Address	11/86 Mawson Drive, Mawson ACT 2607				
Seller Solicitor	Firm	KJB Law				
	Email	susu@kjblaw.com.au				
	Phone	02 6281 0999			Ref: Susu Huang	
	DX/Address	PO Box 105, Woden ACT 2606 / DX 24009 Woden / 10 Corinna Street, Woden				
Stakeholder	Name	Cream Residential Trust Account				
Seller Agent	Firm	Cream Residential				
	Email	chris.wilson@creamresidential.com.au				
	Phone	62810822 / 0418620686			Ref: Chris Wilson	
	DX/Address	P O Box 5054 Garran ACT 2605				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments, dishwasher, garage door remote x2, and air conditioner remote x1, as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 28 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input type="checkbox"/> No <input type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)				
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$440.00	(GST inclusive)

Tenancy Summary

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

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

Name	LMM Solutions	Phone	02 6209 1515
Address	PO Box 884 Gunghalin, ACT 2912		

SPECIAL CONDITIONS

1. KEYS

Upon Completion, the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the Improvements and all remaining keys to the Improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the Improvements.

2. IMPROVEMENTS

Notwithstanding anything contained in this Contract to the contrary, the Buyer acknowledges that the Buyer has inspected the Improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the Civil Law (Sale of Residential Property) Act 2003 the Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the Improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

3. AGENCY CLAUSE

The Buyer warrants that the Buyer was not introduced to the Property or to the Seller by any agent other than the Seller's Agent and will indemnify and keep indemnified the Seller against any claim for compensation, damages and other actions which may be threatened or brought by any other agent in respect of this sale arising out of a breach of this warranty. This clause shall not merge on Completion.

4. NON-MERGER OF MONIES DUE

The Buyer agrees that their obligations in relation to payment of any monies due under this Contract for Sale shall not merge on Completion.

5. WAIVER

5.1. A Seller's failure or delay in exercising a power or right does not operate to waive that power or right.

5.2. The exercise of a power or right by the Seller does not preclude either its further exercise in the future or the exercise of any other power or right.

5.3. Only a written waiver by or on behalf of the Seller shall be effective.

5.4. Waiver of a power or right by the Seller is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

6. ADJUSTMENTS

6.1 If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment of all Land Charges, excluding Income, under clause 8.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

6.2 Notwithstanding any other clause of this Contract, if the Property is liable for land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants in writing that the Buyer will reside in the Property on and from Completion.

7. SPECIAL WATER METER READING

The Buyer shall not seek any undertaking from the Seller or their solicitor or seek to hold back all or any part of the settlement or deposit monies due to the Seller or delay or seek to delay completion or make any requisition, objection, demand or claim in respect of any amount of excess water alleged to have been consumed on account of the Buyer's failure to apply for a special reading or the relevant authority's failure to furnish the same to the Buyer prior to completion.

8. AMENDMENT TO PRINTED TERMS

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

9. SHUTDOWN PERIOD – ACT**9.1. Definitions**

Unless the context indicates otherwise, each word or phrase defined in this clause 9 has the meaning given to it in this clause 9.1.

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

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

WHO means the World Health Organisation

9.2. Shutdown period

In this clause 9 Shutdown Period means any day:

9.2.1 When any of the following is closed:

9.2.1.1 the ACT Law Society settlements room;

9.2.1.2 the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;

9.2.1.3 the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;

9.2.1.4 the business of the Seller's solicitor;

9.2.1.5 the business of the Buyer's solicitor;

9.2.1.6 the ACT Land Titles Office; or

9.2.1.7 the ACT Revenue Office.

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

9.2.2 When the Buyer or the Seller is not able to attend any of the places of business or such other places as necessary to progress the requisite processes to effect Completion listed in clause 9.2.1 due to being isolated.

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

9.3. Notice of closure

9.3.1 Either party to this Contract may invoke this clause 9 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or isolation) giving rise to the Shutdown Period.

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

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

9.4. Completion extended

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

9.5. Extension of Notice to Complete

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

9.6. Extension of other notice

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

9.7. Payment of damages

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

9.8. Inconsistency

To the extent of any inconsistency between this clause 9 and any other provision of this contract, this clause 9 prevails.

10. ELECTRONIC TRANSACTION**10.1** Generally, and for the purposes of:

- 10.1.1** the Electronic Transactions Act 2001 (ACT);
- 10.1.2** the Electronic Transactions Act 1999 (Cth); and
- 10.1.3** Electronic Conveyancing National Law (ACT) Act 2020 (ACT)

each party consents to:

- 10.1.4** the electronic signing of this Contract whether by counterparts or otherwise, by a party using DocuSign, SignMe, SignIT or other electronic signing tool acceptable to the Seller ("the Platform");
- 10.1.5** the electronic exchange of this Contract which may be effected utilising the Platform or by means of the emailing by one party (or that's party solicitor) to the other (or the other party's solicitor) or a wet ink or electronically signed Contract;
- 10.1.6** the physical exchange of electronically signed counterparts;
- 10.1.7** the electronic Completion of this Contract (if available at the time of Completion); and
- 10.1.8** notices being served or received under this Contract electronically, including by email.

10.2 Each party warrants to the other that:

- 10.2.1** the electronically signed and/or exchanged Contract; and
- 10.2.2** if reasonably required by any party, a print out of the Contract which has been electronically signed and/or exchanged,

is sufficient evidence of that party's:

- 10.2.3** intention to enter into and be bound by the Contract;
- 10.2.4** consent to conducting this Contract electronically; and
- 10.2.5** the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

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

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the *Civil Law (Property) Act 2006* (ACT);

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

Planning Act means the *Planning and Development Act 2007* (ACT);

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the

Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

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

- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges,

provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

- 9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
- 9.2.2 completed the tenancy summary on page 2 of this Contract.

- 9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
 - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
 - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
 - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

- (i) the Prescribed Terms; and
- (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction; and

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and

13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

13.6 The Seller must within 7 days of the Effective Date:

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total

amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case

the period specified in clause 52.6 will apply; and

- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

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

* Alter as necessary

** Alter as necessary

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

21. Rescission

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

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

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

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

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

22.3 The parties agree that:

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

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

23.2 This clause is an essential term.

24. GST

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

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

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST

payable by the Seller in respect of the sale of the Property; and

- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor

as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;
 - except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller

has actual knowledge, or ought reasonably to have knowledge, of that thing.

- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Section 119 Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.

37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the

Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

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

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of this Contract:

37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

(b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and

37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under clause 38.1 must be given:

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

38.2.2 in any other case — not later than 14 days after the later of the following happens:

(a) the Date of this Contract;

(b) another period agreed between the Buyer and Seller ends.

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

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

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

46. Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

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

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

the Buyer is in default and the Seller may terminate this Contract immediately by written

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

- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

* Alter as necessary

Volume 2153 Folio 93 Edition 4**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Phillip Section 177 Block 2 on Deposited Plan 11051 with 201 units on Unit Plan 4066

Unit 33 (Class A) entitlement 41 of 10000, 3 subsidiaries

Lease commenced on 03/12/2014, terminating on 08/09/2113

Proprietor

Euan William Ruddick

33/121 Easty Street Phillip ACT 2606

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
10/02/2022	3136676	Mortgage to Newcastle Permanent Building Society Limited (ACN: 087 651 992)

End of interests

Volume 2153 Folio 60 Edition 1**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Phillip Section 177 Block 2 on Deposited Plan 11051 with 201 units on Unit Plan 4066

Lease commenced on 03/12/2014, terminating on 08/09/2113

COMMON PROPERTY**Proprietor**

The Owners-Units Plan No 4066

C/- LMM Solutions Pty Limited POBox 884 Gunghalin, ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTSOriginal title is **Volume N/A Folio N/A****Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
03/12/2014	1945914	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2149/62
03/06/2015	1974224	Application to Note Special Resolution
12/12/2017	2119706	Change of Address
22/08/2018	2169867	Application to Note Special Resolution
26/05/2021	3075753	Application to Note Special Resolution

End of interests



ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community

LAND TITLES

REGISTRATION



SR\$1974224

26/05/2015 09:28:32 QUINN

SPECIAL
BY OWNERS CC

1974224

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2153:60	PHILLIP	177	2	4066

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

Amend Rules 4 & 11 & add new rule 12

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by	TB	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	AM		
Registered by		Registration Date	3 JUN 2015

Approved form AF 2012 - 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)
 This form revokes AF2010-81

(Unintentional version registered by ACT Parliamentarians' Council's Office)

**MINUTES OF REDUCED QUORUM ANNUAL GENERAL MEETING
UNIT PLAN 4066 - WILARA
15 MOWER PLACE, 121 EASTY STREET PHILLIP**



Held: On Tuesday, 17th February 2015 at 5.50pm

At: Apollo Room, Hellenic Club Woden, Cnr Matila and Callam Street Phillip

Present: Ms G Taylor (Unit 3), Mr M Tate (Unit 5), Dr Li (Unit 6), Mr P Surkus & Ms E Speed (Unit 8), Mr & Mrs Hawkins (Unit 38), Mr T Nguyen (Unit 39), Ms C Weerdenburg (Unit 46), Ms L Tinio & Mr M McConchie (Unit 51), Mr K Dixit (Unit 55), Ms L Millward (Unit 56), Ms A Purcell (Unit 57), Mr & Mrs Colman (Unit 61), Mr P Alexander (Unit 65), Ms T Cheesman (Unit 66), Mr J Dhingra (Unit 68), Mr R Jamal (Unit 70), Mr D Frost (Unit 71), Ms D Emms (Unit 72), Mr S Hui (Unit 73), Ms M Boag (Unit 81), Mr R D'Ambro (Unit 85), Mr T Witton (Unit 89), Ms R Fletcher (Unit 99), Mr W Ross (Unit 102), Mr K McGrane (Unit 107), Mr L Daveson (Unit 108), Mr C & Mrs Laing (Unit 118), Mr P Docherty & Ms E Fitzgerald (Unit 124), Ms D Smith (Unit 130), Mr & Mrs Paynter (Unit 131), Mr & Mrs Clarke (Unit 133), C Bhutia & P Gopalan (Unit 138), Ms K McClung (Unit 141), Mr I Yousafzal (Unit 143), Mrs T Canham on behalf of Mr S Canham (Unit 146), Mr H Cheng (Unit 153), Mr & Mrs Ladlad (Unit 155), Ms C Irish (Unit 163), Mr D Tatreault (Unit 165), Mr & Mrs McGregor (Unit 167), Mr B Cartledge & Ms R Olsen (Unit 170), Ms U Narain (Unit 175), Ms E Bailey (Unit 177), Ms H Xu (Unit 180), Mr T Gairey (Unit 187), Mr & Mrs Wojtkiewicz (Unit 193), Ms C Fenwick, Miss C Wilson & Mr E Adriaanse representing Independent Strata Management Pty Ltd

Proxies: Mr S Wojtkiewicz (Unit 9), Mr N Lobanov (Units 64 & 110), Mr K Barnett & Ms Z Corey (Unit 145), Mr T Craig (Unit 154), Mr S Patrick (Unit 195), Ms S Kong (Unit 199)

Apologies: Nil

Chair: Mrs L Laing was elected chairperson for the meeting.

Quorum: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

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

MINUTES

MOTION 1: It was resolved that the Minutes of the Inaugural Meeting be noted. **CARRIED**

MOTION 2:

It was resolved that the Owners Corporation of UP4066 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee. **CARRIED**

Secretarial Note: Those present agreed that this cover appeared adequate at this time.

Office Bearers

MOTION 3: It was resolved that the Owners Corporation of UP4061 obtain Office Bearers insurance cover to an amount as determined by the Executive Committee. **CARRIED**

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$78,922.93 in the Administrative Fund and a balance of \$13,569.26 in the Sinking Fund. The balance of the Cheque Account is \$86,856.25.

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

CARRIED

INVESTMENT OF FUNDS

MOTION 5: *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for UP4066.*

CARRIED

SINKING FUND FORECAST

Discussion took place regarding the Sinking Fund Forecast that had been obtained for the development. It was clarified that a copy of the forecast was and is available on the Owners Portal website for Owners to access. A copy of this can also be provided upon request.

MOTION 6: *It was resolved that the Owners Corporation of UP4066 give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

CARRIED

BUDGET DEBATE

Administrative Fund

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$328,350.00(excl. GST) be adopted.*

CARRIED

Sinking Fund

MOTION 8: *It was resolved that the proposed Sinking Fund budget of \$19,658.00(excl. GST) be adopted.*

CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 9: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing February 2015, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 April, 1 July, 1 October 2015, and 1 January 2016.*

CARRIED

CONTRACTOR COMPLIANCE

MOTION 10: *It was resolved that the services of Laing & Simmons Commercial Real Estate be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of \$75.00 (plus GST).*

CARRIED

APPOINTMENT OF SERVICE CONTRACTORS

MOTION 11: *It was resolved that the Executive Committee be authorised to make determinations concerning appointment of a service contractor.*

CARRIED

ELECTION OF COMMITTEE

MOTION 12: *It was resolved that the Owners Corporation of UP4066 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

CARRIED



Secretarial Note: The following Owners approached the Managing Agent after the meeting had commenced –

Ms G Taylor (Unit 3)
Mr M Hawkins (Unit 38)
Mr D Frost (Unit 71)
Ms D Emms (Unit 72)
Ms M Boag (Unit 81)
Mrs L Laing (Unit 118)
Ms M Stolk (Unit 141)
Mr I Yousafzal (Unit 143)
Ms C Irish (Unit 163)



The motion passed was for 7 members only. Managing Agent to liaise with the Owners above to confirm the final 7 members of the newly elected Committee.

RULE AMENDMENTS AND ADDITIONS (see Attachment A)

Erections and Alterations

MOTION 13: *It was resolved that Rule 4 of the Default Rules be amended.*

CARRIED

Seal of Owners Corporation

MOTION 14: *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a).*

CARRIED

Recovery of Legal Fees

MOTION 15: *It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering be expended from the Administrative Fund.*

CARRIED

GENERAL BUSINESS

Basement Doors

It was outlined that the fire doors from the stairwells to the basement bang loudly when closed. Managing Agent to report to Milin to rectify.

Visitors' Carspaces

Those present expressed their concerns with resident parking in the Visitors Parking bays instead of their allocated parking bay.

Please note that all permanent residents are to use their allocated parking bays only. Visitor car parks are for legitimate visitors only. Owners are asked to pass this information onto their Property Managers if applicable and it was agreed that this be included in the House Rules once compiled.

Building Consultant Report

An owner advised the meeting of his wish to obtain an independent building report detailing the building structure and viability of building materials used. The Managing Agent advised that any internal defects should be reported to Milin Builders and confirmed to the meeting that any structural defects will also be repaired and that structural defects are not governed by the 90 day period. After discussion it was agreed for the Managing Agent to request a list of building materials from the developer so that owners can further consider this. It was further agreed that the elected Executive Committee will address this if it was a concern to owners.

Wheelchair Accessibility Carpark

A discussion was had on the wheelchair accessible car spaces in the underground carpark. The Managing Agent advised that as Wilara was designed with many adaptable units, some car spaces belonging to individual units are marked with a wheelchair sign as they are provisioned to be wheelchair accessible as an adaptable unit. These car spaces belong to the unit as marked and are not necessarily tenanted by residents needing this provision however these spaces are private property and belong to the owner of the unit. Please be advised that residents are not to park in these allocated bays unless you are the registered Owner/tenant.

Mirrors in basement

Those present expressed their concern with the driveway into the basement as it can be hard to see ongoing-incoming traffic. It was agreed quotes would be sought for installing mirrors in the necessary areas, Managing Agent to liaise with Executive Committee to confirm requirements.

Ongoing Lift Maintenance

An Owner asked if it was possible to split the costs for the ongoing maintenance of the lifts so that this was only contributed to by owners living in the buildings containing lifts. The Managing Agent advised that this is not possible as there is only one budget and all unit owners are required to contribute to the budget according to unit entitlements as per the Unit Titles Act/Unit Titles (Management) Act. It was further noted that the budget would need to be split in order to separate these costs and that to split a budget requires 'unopposed resolution' of the Owners Corporation.

Garbage Enclosures

Those present questioned the frequency the recycling bins are emptied. Managing Agent advised that recycling was emptied once per week and general waste is twice per week. It was agreed that signage will be installed in the bin areas to display the correct procedures when disposing of rubbish.

Pet Approvals

A discussion was had regarding animals being in the pool area. Managing Agent advised the meeting that animals are not permitted in the pool or BBQ areas at any time and that all pet applications must be submitted to the Executive Committee for approval. It was further noted that pet approval could not be unreasonable withheld.

It was also agreed that a sign will be installed in the BBQ areas to display 'No Animals' as per the pool signage.

Secretarial Note: please find attached a pet application for your reference, noting that animals are not allowed on the common property except to gain access to and from the units.

The meeting closed at 7.20pm

IMPORTANT 90 Day Defect Period

Milan Builders have advised that they will be attending to all defects reported as part of the 90 Day Maintenance period over three days in March.

Please be advised that all defects lists must be with Milin by close of business Friday, 27th of February 2015 to allow time to collate. We encourage you to utilise the enclosed form and return ASAP to Milin, please refer to the first page of the agenda.

Further to this, please note that only units who have reported defects will be attended.

Please send your defects lists directly to Milan via reception@Milin.com.au



1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

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

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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



8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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



11**Seal of Owners Corporation**

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to:
 - (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (iv) certifications under Section 119 of the Actby the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12**Recovery of Legal Fees**

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





ACT
Government

Justice and Community Safety



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OFFICE OF REGULATORY
ACT Justice and Community Safety Directorate

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
LMM Solutions Pty Ltd	PO Box 884, Gungahlin ACT 2912	0409 989 108

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2153/60	Phillip	177	2	4066

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

Add Amended Rule 13 (House 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) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Full Name (Block Letters) LAUREN UPTON	Full Name (Block Letters) GRACE UPTON
Address 8 Fingal Street, Crace	Address 8 Fingal Street, Crace
Office Held Director	Office Held Strata Associate

OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	22 AUG 2018

Approved form AF 2012 - 85 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)

This form revokes AF2010-61
Authorised by the ACT Parliamentary Counsel - also accessible at www.legislation.act.gov.au



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Residents and their guests are required to read, understand and abide by these Rules.

Introduction

The following House Rules have been established for the mutual benefit of all residents (both owners and tenants) in order to provide convenience, comfort and privacy of the residents of **Wilara**. A copy of these House Rules must be provided by owners and/or Property Managers to all residents. At all times, the Unit Titles (Management) Act legislates all matters relating to Strata.

Managing Agent

LMM Solutions Pty Ltd

PO Box 884

Gungahlin ACT 2912

Email: enquiries@LMMsolutions.com.au

Phone: 0409 989 108

Web: www.LMMsolutions.com.au

Emergency Contacts

ACT POLICING –

Situation	Details	Contact No.
Emergency	You or someone else is in immediate danger and the offender is still in the vicinity, or there has been a serious accident.	000 (Triple zero) and ask for the Police – remain on the phone until Police arrive.
Crime Stoppers	To report illegal activity or provide information on unsolved crimes anywhere in Australia. You may remain anonymous.	1800 333 000 (toll free)
Police Attendance	You require Police assistance but there is no immediate danger. To report suspicious activity, theft, car accident with no serious injury.	131 444
National Security Hotline	To report suspicious behaviour or terrorist activity.	1800 123 400

AFTER HOURS EMERGENCY CONTACTS –

If you experience **emergency** building maintenance issues out of normal business hours please see list below of reputable contractors who provide **24/7 availability**.

Service	Types of Issues	Business Name	Contact No.
Plumbing	Toilet backing up, blocked drains, irrigation system leaking	Laser Plumbing	6147 0414
Electrician	Unit has no power	Maritex Commercial	0400 664 326
Glass Replacement	Broken window or door	Discount Glass	6253 1099
Garage Doors	Door won't operate	ACT Doorland	6260 1550
Locksmith	Locked out of unit	Night & Day Locksmiths	6290 1938
SES	Storm damage	State Emergency Services	132 500



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



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House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Alterations and Erections

1. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation and/or the Executive Committee.
2. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the Managing Agent for consideration by the Owners Corporation and/or Executive Committee. (In the case of tenants, requests should be submitted to the Property Manager.)
4. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
5. Unit front doors are fire rated - security screen doors, deadbolts, cyber locks and peepholes **are not** permitted to be installed to the front doors of the unit.

Animals/Pets

6. In accordance with Section 32 of the Unit Titles (Management) Act 2011, animals are not permitted unless the Owners Corporation gives written approval. A *Pet Approval application form* is attached to these House Rules.
7. The Owners Corporation/Executive Committee is authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant (as outlined in the application form).
8. The Owners Corporation/Executive Committee may review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
9. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
10. Any damage or soiling of any common property is the responsibility of the pet owner.
11. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet. All pets must be individually approved.
12. The House Rules relating to pets are strictly enforced by the Owners Corporation/Executive Committee.
13. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of residency that all pets must be granted approval PRIOR to moving into the development. This requirement must be conveyed to all prospective buyers and tenants.
14. All pets must be kept on a lead when moving around the development.

Appearance

15. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
16. All residents are encouraged to assist in keeping the common area clean and free from litter and damage. This includes entrance foyers, car parking areas, driveways, lawns and landscaped areas.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Balconies and Courtyards

17. Balconies are not to be used as a storage area.
18. NO feeding of animals (eg. wild birds – native or introduced, possums, etc) from balconies, in courtyards or anywhere on the common property.
19. The draping of rugs, mats, sheets, blankets, clothing, washing, etc. over balcony railings or courtyard walls is not permitted.
20. No permanent washing structures are permitted on balconies. Retractable or fold-down clotheslines may be permitted upon application to the Owners Corporation/Executive Committee and must be retracted or folded down when not in use.
21. A clotheshorse (drying rack) is allowed on the balcony but should be removed when not in use.
22. Balustrades/railings and courtyard walls MUST NOT be covered with any type of covering (internally or externally) unless approval is granted by the Owners Corporation/Executive Committee.
23. Care must be taken when cleaning and watering plants on balconies. Residents must ensure that water does wash through to adjoining balconies and not fall onto lower balconies or motor vehicles below.
24. Furniture or gardening items MUST NOT be bolted down onto balconies.
25. The use of barbeques on balconies is permitted but must not cause an inconvenience to other residents.

Complaints

26. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Managing Agent.
27. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
28. **Verbal and/or anonymous complaints cannot be acted upon.**
29. Incidents that infringe particular laws of the ACT - such as noisy parties or trespassing - should be referred to the ACT Police, especially late at night or where your personal safety is threatened. (Please see "Emergency Contacts".)

Damage and Vandalism

30. A resident and their visitors must not damage any part of the common property.
31. If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
32. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

Doors – foyer, unit and fire escape

33. Under no circumstances are any doors opening onto common areas to be left or propped open at any time.
34. Fire escape doors must be kept shut at all times.
35. Doors leading from basement car parks must not be jammed open at any time.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



36. Residents and visitors must ensure that doors close behind them.
37. Fire doors and exit passageways must not be obstructed at any time.
38. Doormats are not to be used to prop open doors.
39. Unit front doors are fire-rated. Security screen and flyscreen doors, deadbolts, cyber locks and peepholes MUST NOT be installed to the front doors of the units. Exceptions may be provided upon application the Owners Corporation/Executive Committee for fire-rated peepholes and night latches. If the unit door is damaged by installing incorrect devices, the cost of replacement will be the responsibility of the unit owner.

Evacuation from the Building in an Emergency

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

Facilities - Barbeque Area, Pool, Gym

42. Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury, loss of life or loss of property arising from the use of these facilities.
43. Guests must be accompanied by the unit resident at all times.
44. Barbeque and courtyard picnic areas are to be cleaned after use.
45. Children under 16 years of age must be supervised by a parent or guardian at all times.
46. Facilities must be left clean and tidy after use.
47. Please ensure that the gates or doors are closed behind you.
48. No food, glass items, alcohol or cigarettes are permitted in these areas. (NB – food is permitted in the barbeque area only.)
49. Please act responsibly when using the facilities and report any faults to the Managing Agent.
50. Gym must not be used for commercial purposes – for example, personal training.
51. Use of the facilities is shared and all residents have equal rights to use them. Residents and guests must not behave in such a way that controls the space and deters other residents from rightfully using these facilities. Shouting, playing games, loud and drunken or boisterous behaviours are not permitted. Consistent offenders may be suspended from using the facilities or loss of your tenancy agreement.

Floor Coverings

52. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
53. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



54. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
55. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.

Garbage and Recycling

56. The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
57. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
58. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins provided.
59. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
60. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas. If it is determined that residents have contaminated either the household waste or recycling hopper, the cost of rectification may be charged.
61. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

ACT Government Recycling and Waste Disposal locations:

All depots open 7 days a week from 7.30 am to 5.00 pm (except Good Friday and Christmas Day)

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge.
West - West Belconnen	Parkwood Road, Macgregor	<ul style="list-style-type: none"> ✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Green Waste recycling – drop off garden waste for free.
South - Phillip	Botany Street, Phillip	<ul style="list-style-type: none"> ✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans.
South - Mugga Lane	Mugga Lane, Symonston	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge. ✓ Green Waste recycling – drop off garden waste for free.

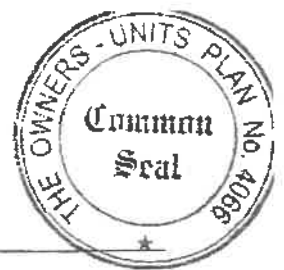
If you are unsure of how to dispose of your items, please refer to **A-Z Waste and Recycling Guide** (alphabetical guide to waste and recycling in the ACT), which can be found at <http://www.tccs.act.gov.au/recycling-and-waste>.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Infringement Notices

62. If instructed by the Executive Committee/Owners Corporation, the Managing Agent may issue a *Default Rules Infringement Notice* to a resident should there be on-going breach of the Default Rules and/or House Rules. Outlined below is the process which will be followed:

Step 1 -

- Issue correspondence to unit addressing breach and request remedy.
- Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- Provide a copy of the Rules in full.
- Provide reasonable timeframe for the resident to address the breach.

Step 2 -

- If contact is not made or if the matter remains unresolved, issue follow up correspondence to unit addressing breach and request remedy.
- Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.

Step 3 -

- If contact is not made or if the resident fails to address the breach in a reasonable timeframe (as notified in the original communication), advice is to be sought from the Executive Committee/Owners Corporation in relation to issuing a *Default Rules Infringement Notice*.
- If majority approval provided, a *Default Rules Infringement Notice* will be issued to the resident.
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- A fee of \$110.00 (inclusive of GST) will be added to the unit levy.
- Again, provide reasonable timeframe for the resident to address the breach.

Step 4 -

- Should the breach remain unresolved, issue a further *Default Rules Infringement Notice* to the resident.
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- A fee of \$165.00 (inclusive of GST) will be added to the unit levy.
- Again, provide reasonable timeframe for the resident to address the breach.

If the breach continues to remain unresolved, final advice will be sought from the Executive Committee/Owners Corporation in relation to making application to ACAT (ACT Civil and Administrative Tribunal) on behalf of the Owners Corporation.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Legal Fee Recovery

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

Moving In and Moving Out

- 64.
65. Furniture should be covered when moving to avoid damage to the walls and lift.
66. Lift doors **MUST NEVER** be held open! This causes mechanical failure and the lift to malfunction.
67. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

Noise

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

Parking and Vehicles

70. Residents should only park their vehicles in their unit's allocated car space in the underground garage. DO NOT block or use other residents' car parking space without their consent to do so.
71. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
72. "Visitors" parking spaces are for the use of residents' visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
73. Vehicles must observe a 10 kph speed limit within the complex.
74. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
75. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas or in the underground parking areas.
76. Residents are not allowed to wash cars in the car park.
77. Fire hydrants are never to be used by residents for the purpose of washing vehicles.
78. Residents are not to tailgate or follow others on foot into the basement carpark. If you observe this occurring, please report it to the Managing Agent with any available details such as the vehicle registration.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



Real Estate Signs

79. Real Estate and Leasing "A-frame" signs (sandwich boards) are permitted in the outside common area. The sign must not create a hazard to pedestrians and motor vehicles and can only denote the location of properties for sale or lease and only during open inspections.
80. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Owners Corporation/Executive Committee.
81. Without limiting the previous paragraph, signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Owners Corporation/Executive Committee.
82. Under no circumstances are real estate signs to be erected in the perimeter garden or common property lawn area.
83. Rectification of any damage caused as a result of the erection of a real estate sign, will be the responsibility of the unit advertised for sale.
84. Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

Security and Safety

85. Fob keys are required to gain access to buildings and the underground garage.
86. Additional or replacement fob keys are issued by the Managing Agent. All additional fob keys must be formally requested in writing by the owners of the unit or their authorised agent.
87. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
88. All faults with the security system and/or individual residents' fob keys should be reported to the Managing Agent.
89. In the interest of maintaining the security of Wilara, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
90. Unknown or unauthorised persons must not be admitted to the building.
91. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

Smoke Detectors

92. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.
93. If smoke from an apartment sets off the fire alarm, costs associated with Fire and Rescue attendance will be passed on to the unit owner. (For example - a smoke detector activated due to burning food requiring ACT Fire & Rescue attendance.)

Smoking

94. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



95. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.

Storage

96. For safety and appearance, resident MUST NOT store any items in common property areas including entrance foyers, stairwells, access pathways, in vehicle parking bays or in the basement.
97. Parking bays are not to be used for general storage other than bicycles. All residential units have a storage cage allocated for the storage of personal items.

Visitors and Guests

98. Residents are responsible for their visitors and guests at all times within the development.
99. Please ensure that visitors and guests are aware of and abide by the Rules of the Owners Corporation.

Window Coverings

100. Unit owners and residents must ensure that window treatments used in their units (including blinds, curtains, drapes, etc.) are neutral and not intrusive in colour when viewed from the outside of the unit unless otherwise approved by the Owners Corporation.
101. Residents are not permitted to display any signs, flags, advertising material in any external window of their unit without prior written approval of the Owners Corporation.
102. Residents are not permitted to cover unit windows with foil or other forms of coverings without prior written approval of the Owners Corporation.

General Information

103. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
104. The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
105. Residents are responsible for any damage by their guests and visitors.
106. Residents are responsible for any annoyance caused by them to other residents.
107. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. This is a requirement under law. Corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
108. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
109. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
110. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.



House Rules

UNITS PLAN 4066 - Wilara

121 Easty Street & 15 Mower Place, Phillip



111. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
112. "NO JUNK MAIL" stickers are permitted to be installed on individual mail boxes. Stickers are not to be vibrant in colour as to detract from the appearance of the letterbox bank and "NO JUNK MAIL" must not be handwritten.
113. Residents should NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.
114. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Managing Agent immediately.
115. Festive lights are permitted to be installed on individual balconies with the following conditions being adhered to:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 February.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of 11.00pm and 6.00am.
 - Festive lights are permitted on individual balconies or courtyards for 1 week around other celebrations/festivals with prior written approval of the Executive Committee.
116. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.
117. Advertising posters (eg. goods, motor vehicles for sale, lost and found items) are not to be displayed or placed on any external or internal walls including lifts.

Attachments

Attachment 1 - Pet Approval Application Guidelines

Attachment 2 - Default Rules (as amended)

As outlined in Section 32 of the Unit Titles (Management) Act 2011, all pets must be approved by the Owners Corporation – see excerpt below:

32 Animals – owners corporation's consent

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owners corporation.
- (2) The owners corporation may give consent under this section with or without conditions.
- (3) However, the owners corporation's consent must not be unreasonably withheld.
- (4) In this section, animal includes:
 - (a) an amphibian; and
 - (b) a bird; and
 - (c) a fish; and
 - (d) a mammal (other than a human being); and
 - (e) a reptile.

The Executive Committee have been delegated the authority to make all determinations concerning applications for keeping of animals.

It is a condition of residency that pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed by owners and real estate agents to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.

Any damage or soiling of common property is the responsibility of the pet owner.

Cats must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any common property or other resident's property.

All animals must be leashed at all times whilst on common property.

Permissions are pet specific. Permission granted to an individual pet and is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

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



Pet Approval Application Form



Development Name: _____ Unit No.: _____

☐ Owner/Property Manager
authorisation attached?

Pet Owner Name: _____

Phone: _____ Email: _____

Pet Owner Name: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Particulars of animal *(please complete one form per animal):*

Name of pet: _____ Age: _____

Pet type: Dog / Cat / Bird / Other _____ Breed: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or at a general meeting of the Owners' Corporation.

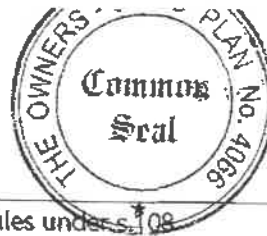
Signatures: _____
Owner 1 Owner 2

Dated: ____/____/____

Please return the completed form to: LMM Solutions Pty Ltd
Email: enquiries@lmm solutions.com.au P: 0409 989 108

Default Rules

Schedule 4 – Unit Titles (Management) Act s.106



UP4066 - Wilara

Note – the Owners Corporation may amend the Default Rules under s.108

1 Definitions—Default Rules

- (1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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



8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and

Note Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) The Managing Agent may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act without following procedure outlined in Rule 11(1).

12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 12(1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rules 12(1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 12(1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 House Rules

As attached.

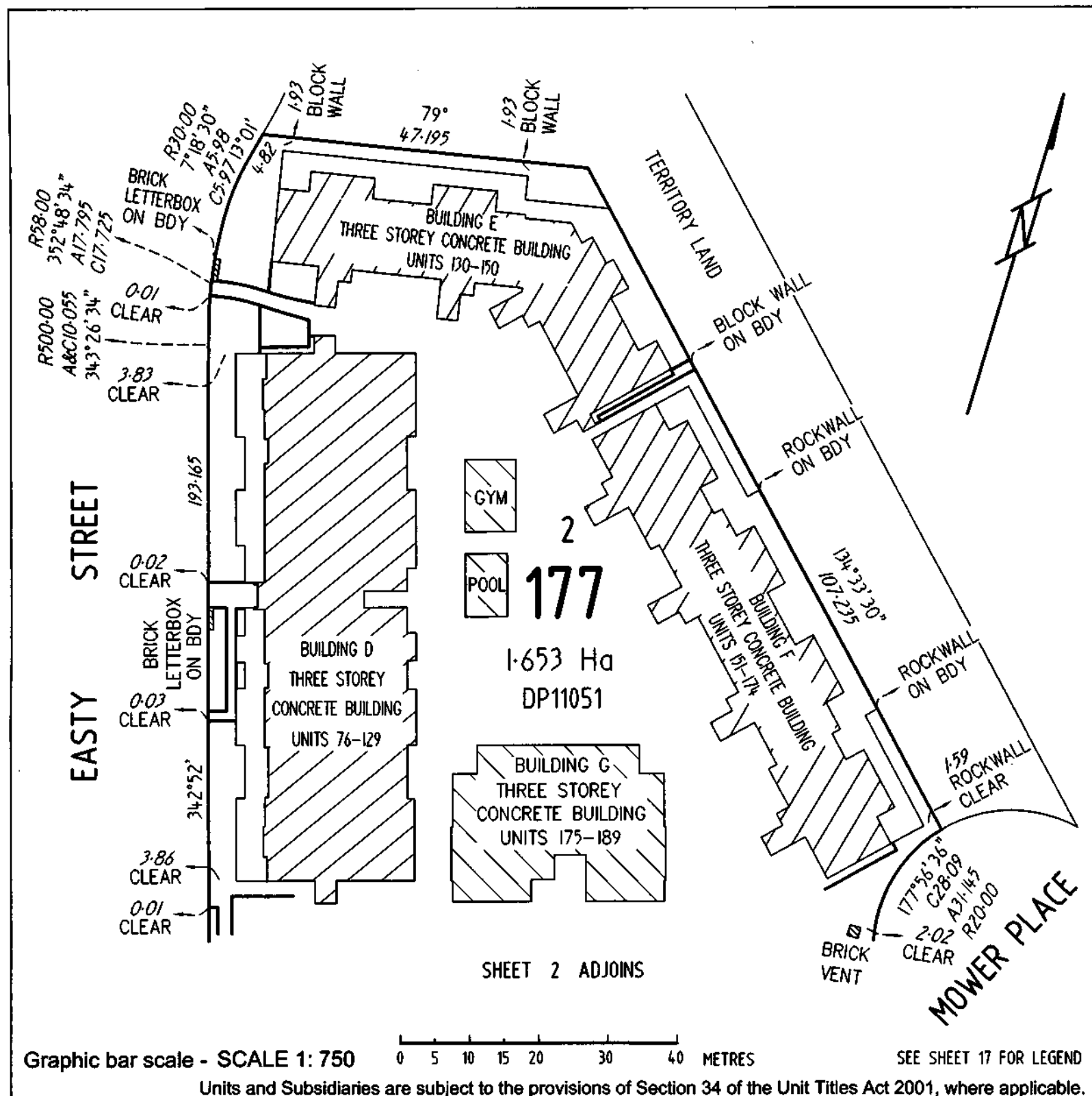


Form 088 - SP

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

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
PHILLIP	177	2	A	4066



WODEN RESI G PTY LIMITED ACN 160726803
 & WODEN RESI D PTY LIMITED
 ACN 160742156 BY THEIR ATTORNEY
 ALFONSO DEL RIO PURSUANT TO
 POWER OF ATTORNEY
 ACT REGISTRATION NO-0140417

Registered Proprietor

S. Nolas 27/10/2014

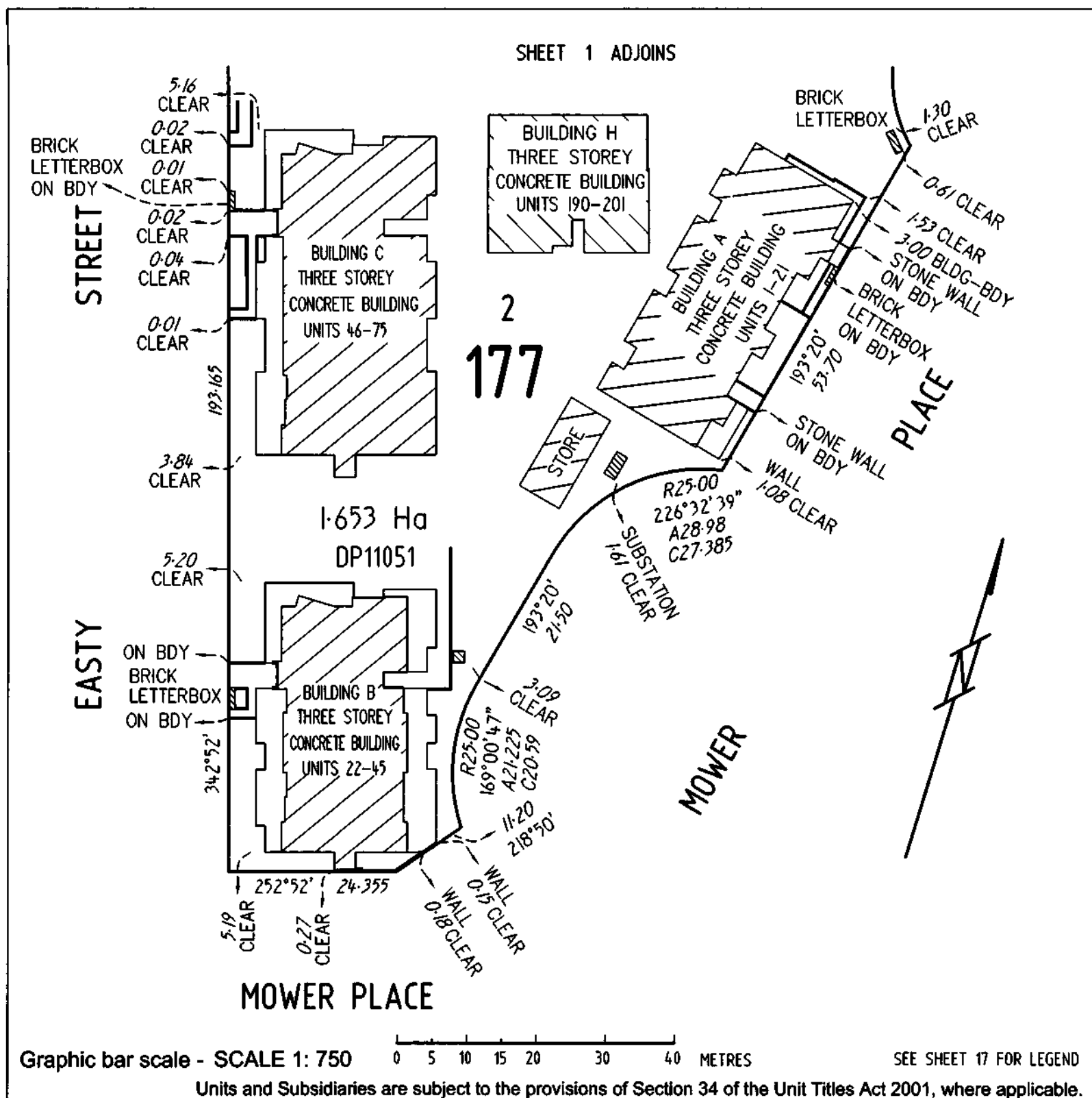
Registered Surveyor

Sharon Harmer
Sharon Harmer

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

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
PHILLIP	177	2	A	4066



WODEN RESI G PTY LIMITED ACN 160726803
& WODEN RESI D PTY LIMITED
ACN 160742156 BY THEIR ATTORNEY
ALFONSO DEL RIO PURSUANT TO
POWER OF ATTORNEY
ACT REGISTRATION NO 0140417

Wrote 27/10/2014

Registered Surveyor

Sharon Harmer
Sharon Harmer

Sharon Harmer

Delegate of the
ACT Planning and Land Authority


ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety 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
274-29 2149-62	PHILLIP	177	2	11051	4066

NAME OF MANAGER / OWNERS CORPORATION

INDEPENDENT STRATA MANAGEMENT

ADDRESS FOR SERVICE OF NOTICE

GPO BOX 1539 CANBERRA CITY ACT 2601

SURVEYOR'S DECLARATION

I, STEPHEN JOHN NOAKES

of LANDdata SURVEYS PTY LIMITED

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

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / ~~under my immediate supervision~~ (delete whichever is not applicable) and was completed on 24/10/2014

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

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

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

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

OR

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

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

Signature of Registered Surveyor

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

 Sharon Harmer Delegate of the Authority / Executive	26 November 2014 Dated
OFFICE USE ONLY	

JM

Registered 3 DEC 2014

SUE

Form 078

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

District/Division	Section	Block
PHILLIP	177	2

Unit Plan No
4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	50	3	2153	61
2	43	3	2153	62
3	44	3	2153	63
4	44	3	2153	64
5	43	3	2153	65
6	43	3	2153	66
7	45	4	2153	67
8	48	4	2153	68
9	42	3	2153	69
10	43	4	2153	70
11	43	4	2153	71
12	42	3	2153	72
13	42	3	2153	73
14	43	4	2153	74
15	48	4	2153	75
16	42	3	2153	76
17	44	4	2153	77
18	44	4	2153	78
19	42	3	2153	79
20	42	3	2153	80
21	44	4	2153	81
22	52	4	2153	82
23	43	3	2153	83
24	43	3	2153	84
25	43	3	2153	85

Aggregate

WODEN RESIDENTIAL PTY LIMITED ACN 160726803 & WODEN RESIDENTIAL PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

[Signature]
Signature of Lessee

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

Volume	Folio
2153	60

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

Dated Twenty Sixth day of November 2014

[Signature]
Sharon Harmer

Sharon Harmer
Delegate of the Authority/Executive

[Signature]
Brett Phillips
Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
PHILLIP	177	2	4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	43	3	2153	86
27	43	3	2153	87
28	43	3	2153	88
29	53	4	2153	89
30	50	4	2153	90
31	53	3	2153	91
32	41	3	2153	92
33	41	3	2153	93
34	42	3	2153	94
35	42	3	2153	95
36	42	3	2153	96
37	51	4	2153	97
38	51	4	2153	98
39	54	3	2153	99
40	42	3	2153	100
41	42	3	2154	1
42	43	3	2154	2
43	43	3	2154	3
44	43	3	2154	4
45	52	4	2154	5
46	52	4	2154	6
47	42	3	2154	7
48	42	3	2154	8
49	42	3	2154	9
50	42	3	2154	10

Aggregate

WODEN RESID PTY LIMITED ACN 160726803 & WODEN RESID PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

[Signature]
 Signature of Lessee

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

Volume	Folio
2153	60

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

Dated Twenty sixth day of November 2014

[Signature]
 Sharon Harmer

.....
 Delegate of the Authority/Executive

[Signature]
Brett Phillips
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
PHILLIP	177	2	4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	43	3	2154	11
52	43	3	2154	12
53	43	3	2154	13
54	43	3	2154	14
55	53	4	2154	15
56	50	4	2154	16
57	53	3	2154	17
58	41	3	2154	18
59	41	3	2154	19
60	41	3	2154	20
61	42	3	2154	21
62	42	3	2154	22
63	42	3	2154	23
64	42	3	2154	24
65	51	4	2154	25
66	51	4	2154	26
67	53	3	2154	27
68	41	3	2154	28
69	41	3	2154	29
70	41	3	2154	30
71	43	3	2154	31
72	43	3	2154	32
73	43	3	2154	33
74	43	3	2154	34
75	52	4	2154	35

Aggregate

WODEN RESIDENTIAL PTY LIMITED ACN 160726803 & WODEN RESIDENTIAL PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

Signature of Lessee

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

Volume

Folio

2153

60

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

Dated Twenty ^{sixth} ~~ninth~~ this day of November 2014

Sharon Harmer

Sharon Harmer
 Delegate of the Authority/Executive

Brett Phillips
Brett Phillips
 Registrar-General

Deputy Registrar-General



SUE

Form 078

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

District/Division	Section	Block
PHILLIP	177	2

Unit Plan No
4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	44	3	2154	36
77	44	3	2154	37
78	44	3	2154	38
79	53	4	2154	39
80	44	3	2154	40
81	44	3	2154	41
82	44	3	2154	42
83	44	3	2154	43
84	43	3	2154	44
85	43	3	2154	45
86	43	3	2154	46
87	43	3	2154	47
88	43	3	2154	48
89	43	3	2154	49
90	52	4	2154	50
91	43	3	2154	51
92	43	3	2154	52
93	43	3	2154	53
94	42	3	2154	54
95	42	3	2154	55
96	42	3	2154	56
97	51	4	2154	57
98	54	3	2154	58
99	42	3	2154	59
100	42	3	2154	60

Aggregate

WODEN RESID PTY LIMITED ACN 160726803 & WODEN RESID PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

Signature of Lessee

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

Volume**Folio**

2153

60

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

Dated ^{sixth} ~~Twenty-ninth~~ this day of November 2014

Sharon Harmer

.....
Sharon Harmer
Delegate of the Authority/Executive

Brett Phillips
Brett Phillips
Registrar-General

.....
Deputy Registrar-General



**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block
PHILLIP	177	2

Unit Plan No
4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	42	3	2154	61
102	42	3	2154	62
103	42	3	2154	63
104	42	3	2154	64
105	42	3	2154	65
106	42	3	2154	66
107	42	3	2154	67
108	50	4	2154	68
109	42	3	2154	69
110	42	3	2154	70
111	42	3	2154	71
112	43	3	2154	72
113	43	3	2154	73
114	43	3	2154	74
115	52	4	2154	75
116	55	3	2154	76
117	43	3	2154	77
118	43	3	2154	78
119	43	3	2154	79
120	42	3	2154	80
121	42	3	2154	81
122	42	3	2154	82
123	42	3	2154	83
124	42	3	2154	84
125	42	3	2154	85

Aggregate

WODEN RESID PTY LIMITED ACN 160726803 & WODEN RESID PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

Signature of Lessee

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

Volume

Folio

2153

60

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

Dated ^{sixth} ~~Twenty-ninth~~ this day of November 2014

Sharon Harmer

Sharon Harmer

Delegate of the Authority/Executive

Brett Phillips
Brett Phillips
Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block
PHILLIP	177	2

Unit Plan No
4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	51	4	2154	86
127	43	3	2154	87
128	42	3	2154	88
129	42	3	2154	89
130	66	3	2154	90
131	66	3	2154	91
132	66	3	2154	92
133	66	3	2154	93
134	63	3	2154	94
135	66	3	2154	95
136	66	3	2154	96
137	64	3	2154	97
138	64	3	2154	98
139	64	4	2154	99
140	64	3	2154	100
141	61	4	2155	1
142	64	3	2155	2
143	64	5	2155	3
144	64	3	2155	4
145	64	3	2155	5
146	64	5	2155	6
147	64	3	2155	7
148	62	6	2155	8
149	64	3	2155	9
150	64	3	2155	10

Aggregate

WODEN RESI G PTY LIMITED ACN 160726803 & WODEN RESI D PTY
 LIMITED ACN 160742156 BY THEIR ATTORNEY
 ALFONSO DEL RIO PURSUANT TO POWER OF
 ATTORNEY ACT REGISTRATION No. 0140417

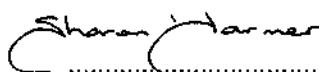

 Signature of Lessee

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

Volume	Folio
2153	60

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

Dated Twenty ^{sixth} ~~ninth~~ this day of November 2014



Sharon Harmer
 Delegate of the Authority/Executive


 Brett Phillips
 Registrar-General



Deputy Registrar-General


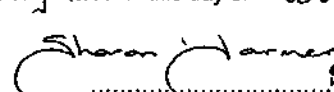
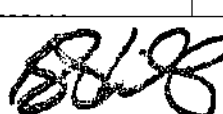

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
PHILLIP	177	2	4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	66	3	2155	11
152	66	3	2155	12
153	66	3	2155	13
154	66	3	2155	14
155	66	5	2155	15
156	66	3	2155	16
157	66	3	2155	17
158	66	3	2155	18
159	64	3	2155	19
160	64	3	2155	20
161	64	3	2155	21
162	64	5	2155	22
163	64	5	2155	23
164	64	5	2155	24
165	64	3	2155	25
166	64	3	2155	26
167	64	7	2155	27
168	64	3	2155	28
169	64	3	2155	29
170	64	3	2155	30
171	64	3	2155	31
172	64	7	2155	32
173	64	3	2155	33
174	64	3	2155	34
175	61	4	2155	35
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
WODEN RESIDENTIAL PTY LIMITED ACN 160726803 & WODEN RESIDENTIAL PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417  Signature of Lessee			Volume	Folio
			2153	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Twenty sixth</u> th this day of <u>November</u> 2014  Sharon Harmer Delegate of the Authority/Executive			 Brett Phillips Registrar-General  Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
PHILLIP	177	2	4066

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	44	3	2155	36
177	44	3	2155	37
178	44	3	2155	38
179	61	4	2155	39
180	60	4	2155	40
181	42	3	2155	41
182	42	3	2155	42
183	42	3	2155	43
184	60	4	2155	44
185	60	4	2155	45
186	43	3	2155	46
187	43	3	2155	47
188	43	3	2155	48
189	60	4	2155	49
190	60	3	2155	50
191	43	3	2155	51
192	43	3	2155	52
193	60	3	2155	53
194	59	3	2155	54
195	42	3	2155	55
196	42	3	2155	56
197	59	3	2155	57
198	60	3	2155	58
199	42	3	2155	59
200	42	3	2155	60

Aggregate

WODEN RESIDENTIAL PTY LIMITED ACN 160726803 & WODEN RESIDENTIAL PTY LIMITED ACN 160742156 BY THEIR ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0140417

[Signature]
 Signature of Lessee

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

Volume**Folio**

2153

60

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

Dated Twenty ^{sixth} ~~ninth~~ this day of November 2014

[Signature]
 Sharon Harmer

Sharon Harmer
 Delegate of the Authority/Executive

[Signature]
Brett Phillips
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PHILLIP	177	2

Unit Plan No
41066

2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
15 MOWER PLACE	1	35	GROUND	1	1	35			2	24	3	24	3
	2	35	GROUND	2	1	35			2	24	3	24	3
	3	35	GROUND	3	1	35			2	24	3	24	3
	4	35	GROUND	4	1	35			2	25	3	25	3
	5	35	GROUND	5	1	35			2	25	3	25	3
	6	35	GROUND	6	1	35			2	25	3	25	3
	7	35	GROUND	7	1, 2	35, 35			3	25	4	25	4
	8	43	FIRST	8			1, 2	43, 43	3	22	4	22	4
	9	43	FIRST	9			1	43	2	24	3	24	3
	10	43	FIRST	10			1, 2	43, 43	3	24	4	24	4
	11	43	FIRST	11			1, 2	43, 43	3	25	4	25	4
	12	43	FIRST	12			1	43	2	25	3	25	3
	13	43	FIRST	13			1	43	2	25	3	25	3
	14	43	FIRST	14			1, 2	43, 43	3	25	4	25	4
	15	51	SECOND	15			1, 2	51, 51	3	23	4	23	4
	16	51	SECOND	16			1	51	2	24	3	24	3
	17	51	SECOND	17			1, 2	51, 51	3	25	4	25	4
	18	51	SECOND	18			1, 2	51, 51	3	25	4	25	4
	19	51	SECOND	19			1	51	2	25	3	25	3
	20	51	SECOND	20			1	51	2	25	3	25	3
	21	51	SECOND	21			1, 2	51, 51	3	25	4	25	4
121 EASTY STREET	22	36	GROUND	22	1	36			2, 3	36, 26	4	26	4
	23	36	GROUND	23	1	36			2	26	3	26	3
	24	36	GROUND	24	1	36			2	26	3	26	3
	25	36	GROUND	25	1	36			2	26	3	26	3
	26	36	GROUND	26	1	36			2	26	3	26	3
	27	36	GROUND	27	1	36			2	26	3	26	3
	28	36	GROUND	28	1	36			2	26	3	26	3
	29	36	GROUND	29	1	36			2, 3	36, 26	4	26	4
	30	44	FIRST	30			1	44	2, 3	36, 26	4	26	4
	31	44	FIRST	31			1	44	2	26	3	26	3
	32	44	FIRST	32			1	44	2	26	3	26	3
	33	44	FIRST	33			1	44	2	26	3	26	3
	34	44	FIRST	34			1	44	2	26	3	26	3
	35	44	FIRST	35			1	44	2	26	3	26	3
	36	44	FIRST	36			1	44	2	26	3	26	3
	37	44	FIRST	37			1	44	2, 3	36, 26	4	26	4
	38	52	SECOND	38			1	52	2, 3	36, 26	4	26	4
	39	52	SECOND	39			1	52	2	28	3	31	3
	40	52	SECOND	40			1	52	2	26	3	26	3
	41	52	SECOND	41			1	52	2	26	3	26	3
	42	52	SECOND	42			1	52	2	26	3	26	3
	43	52	SECOND	43			1	52	2	26	3	26	3
	44	52	SECOND	44			1	52	2	26	3	26	3
	45	52	SECOND	45			1	52	2, 3	36, 26	4	26	4
	46	37	GROUND	46	1	37			2, 3	37, 27	4	27	4
	47	37	GROUND	47	1	37			2	27	3	27	3
	48	37	GROUND	48	1	37			2	27	3	27	3
	49	37	GROUND	49	1	37			2	27	3	27	3
	50	37	GROUND	50	1	37			2	26	3	26	3
	51	37	GROUND	51	1	37			2	26	3	26	3
	52	37	GROUND	52	1	37			2	27	3	27	3
	53	37	GROUND	53	1	37			2	27	3	27	3
	54	37	GROUND	54	1	37			2	27	3	27	3
	55	37	GROUND	55	1	37			2, 3	37, 27	4	27	4
	56	45	FIRST	56			1	45	2, 3	37, 27	4	27	4
	57	45	FIRST	57			1	45	2	27	3	27	3
	58	45	FIRST	58			1	45	2	27	3	27	3
	59	45	FIRST	59			1	45	2	27	3	27	3
	60	45	FIRST	60			1	45	2	27	3	27	3

WODEN RESI G PTY LIMITED ACN 160726803

& WODEN RESI D PTY LIMITED

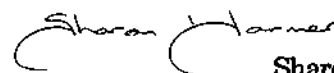
ACN 160742156 BY THEIR ATTORNEY

ALFONSO DEL RIO PURSUANT TO

POWER OF ATTORNEY

ACT REGISTRATION NO-0140417

Registered Proprietor

Sharon Harmer

 Delegate of the
ACT Planning and Land Authority

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

Form 091 - FP

FLOOR PLAN

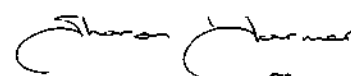
Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES									SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM			
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
121 EASTY STREET	61	45	FIRST	61			1	45	2	27	3	27	3	
	62	45	FIRST	62			1	45	2	28	3	28	3	
	63	45	FIRST	63			1	45	2	27	3	27	3	
	64	45	FIRST	64			1	45	2	27	3	27	3	
	65	45	FIRST	65			1	45	2, 3	37, 28	4	28	4	
	66	53	SECOND	66			1	53	2, 3	37, 28	4	28	4	
	67	53	SECOND	67			1	53	2	27	3	27	3	
	68	53	SECOND	68			1	53	2	27	3	27	3	
	69	53	SECOND	69			1	53	2	28	3	28	3	
	70	53	SECOND	70			1	53	2	28	3	28	3	
	71	53	SECOND	71			1	53	2	28	3	31	3	
	72	53	SECOND	72			1	53	2	28	3	31	3	
	73	53	SECOND	73			1	53	2	27	3	31	3	
	74	53	SECOND	74			1	53	2	27	3	27	3	
	75	53	SECOND	75			1	53	2, 3	37, 28	4	28	4	
	76	39	GROUND	76	1	39			2	30	3	30	3	
	77	39	GROUND	77	1	39			2	30	3	30	3	
	78	39	GROUND	78	1	39			2	29	3	29	3	
	79	39	GROUND	79	1	39			2, 3	38, 28	4	28	4	
	80	38	GROUND	80	1	38			2	29	3	29	3	
	81	38	GROUND	81	1	38			2	30	3	30	3	
	82	38	GROUND	82	1	38			2	30	3	30	3	
	83	38	GROUND	83	1	38			2	30	3	30	3	
	84	38	GROUND	84	1	38			2	30	3	30	3	
	85	38	GROUND	85	1	38			2	30	3	30	3	
	86	38	GROUND	86	1	38			2	30	3	30	3	
	87	38	GROUND	87	1	38			2	30	3	30	3	
	88	38	GROUND	88	1	38			2	30	3	30	3	
	89	38	GROUND	89	1	38			2	29	3	29	3	
	90	39	GROUND	90	1	39			2, 3	38, 28	4	28	4	
	91	39	GROUND	91	1	39			2	29	3	29	3	
	92	39	GROUND	92	1	39			2	30	3	30	3	
	93	39	GROUND	93	1	39			2	30	3	30	3	
	94	47	FIRST	94			1	47	2	30	3	30	3	
	95	47	FIRST	95			1	47	2	30	3	30	3	
	96	47	FIRST	96			1	47	2	29	3	29	3	
	97	47	FIRST	97			1	47	2, 3	38, 28	4	28	4	
	98	46	FIRST	98			1	46	2	28	3	31	3	
	99	46	FIRST	99			1	46	2	28	3	31	3	
	100	46	FIRST	100			1	46	2	30	3	30	3	
	101	46	FIRST	101			1	46	2	30	3	30	3	
	102	46	FIRST	102			1	46	2	29	3	29	3	
	103	46	FIRST	103			1	46	2	30	3	30	3	
	104	46	FIRST	104			1	46	2	30	3	30	3	
	105	46	FIRST	105			1	46	2	30	3	30	3	
	106	46	FIRST	106			1	46	2	30	3	30	3	
	107	46	FIRST	107			1	46	2	29	3	29	3	
	108	47	FIRST	108			1	47	2, 3	38, 28	4	31	4	
	109	47	FIRST	109			1	47	2	29	3	29	3	
	110	47	FIRST	110			1	47	2	30	3	30	3	
	111	47	FIRST	111			1	47	2	30	3	30	3	
	112	55	SECOND	112			1	55	2	29	3	29	3	
	113	55	SECOND	113			1	55	2	29	3	29	3	
	114	55	SECOND	114			1	55	2	29	3	29	3	
	115	55	SECOND	115			1	55	2, 3	38, 28	4	28	4	
	116	54	SECOND	116			1	54	2	28	3	31	3	
	117	54	SECOND	117			1	54	2	28	3	28	3	
	118	54	SECOND	118			1	54	2	29	3	29	3	
	119	54	SECOND	119			1	54	2	29	3	29	3	
	120	54	SECOND	120			1	54	2	28	3	28	3	

WODEN RESI G PTY LIMITED ACN 160726803
 & WODEN RESI D PTY LIMITED
 ACN 160742156 BY THEIR ATTORNEY
 ALFONSO DEL RIO PURSUANT TO
 POWER OF ATTORNEY
 ACT REGISTRATION NO-0140417

Registered Proprietor

Sharon Harmer

Delegate of the
 ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
121 EASTY STREET	121	54	SECOND	121			1	54	2	28	3	31	3
	122	54	SECOND	122			1	54	2	29	3	29	3
	123	54	SECOND	123			1	54	2	28	3	31	3
	124	54	SECOND	124			1	54	2	30	3	30	3
	125	54	SECOND	125			1	54	2	29	3	29	3
	126	55	SECOND	126			1	55	2, 3	38, 28	4	28	4
	127	55	SECOND	127			1	55	2	29	3	29	3
	128	55	SECOND	128			1	55	2	30	3	30	3
	129	55	SECOND	129			1	55	2	30	3	30	3
	130	32	GROUND	130	1	32			2	18	3	18	3
	131	32	GROUND	131	1	32			2	18	3	18	3
	132	32	GROUND	132	1	32			2	18	3	18	3
	133	32	GROUND	133	1	32			2	19	3	19	3
	134	32	GROUND	134	1	32			2	19	3	19	3
	135	33	GROUND	135	1	33			2	19	3	19	3
	136	33	GROUND	136	1	33			2	20	3	20	3
	137	40	FIRST	137			1	40	2	18	3	18	3
	138	40	FIRST	138			1	40	2	18	3	18	3
	139	40	FIRST	139			1	40	2, 3	18, 18	4	18	4
	140	40	FIRST	140			1	40	2	18	3	18	3
	141	40	FIRST	141			1, 2	40, 40	3	19	4	19	4
	142	41	FIRST	142			1	41	2	19	3	19	3
	143	41	FIRST	143			1	41	2, 3	18, 18	4, 5	18, 18	5
	144	48	SECOND	144			1	48	2	18	3	18	3
	145	48	SECOND	145			1	48	2	18	3	18	3
	146	48	SECOND	146			1	48	2, 3	18, 19	4, 5	18, 19	5
	147	48	SECOND	147			1	48	2	19	3	19	3
	148	48	SECOND	148			1, 2	48, 48	3, 4	19, 19	5, 6	19, 19	6
	149	49	SECOND	149			1	49	2	20	3	20	3
	150	49	SECOND	150			1	49	2	20	3	20	3
15 MOVER PLACE	151	33	GROUND	151	1	33			2	20	3	20	3
	152	33	GROUND	152	1	33			2	20	3	20	3
	153	33	GROUND	153	1	33			2	20	3	20	3
	154	34	GROUND	154	1	34			2	21	3	21	3
	155	34	GROUND	155	1	34			2, 3	21, 21	4, 5	21, 21	5
	156	34	GROUND	156	1	34			2	21	3	21	3
	157	34	GROUND	157	1	34			2	22	3	31	3
	158	34	GROUND	158	1	34			2	22	3	31	3
	159	41	FIRST	159			1	41	2	21	3	21	3
	160	41	FIRST	160			1	41	2	20	3	20	3
	161	41	FIRST	161			1	41	2	21	3	21	3
	162	42	FIRST	162			1	42	2, 3	21, 21	4, 5	21, 21	5
	163	42	FIRST	163			1	42	2, 3	21, 21	4, 5	21, 21	5
	164	42	FIRST	164			1	42	2, 3	22, 22	4, 5	22, 31	5
	165	42	FIRST	165			1	42	2	22	3	22	3
	166	42	FIRST	166			1	42	2	22	3	22	3
	167	49	SECOND	167			1	49	2, 3, 4	20, 20, 22	5, 6, 7	20, 20, 31	7
	168	49	SECOND	168			1	49	2	21	3	21	3
	169	49	SECOND	169			1	49	2	21	3	21	3
	170	50	SECOND	170			1	50	2	21	3	21	3
	171	50	SECOND	171			1	50	2	23	3	31	3
	172	50	SECOND	172			1	50	2, 3, 4	20, 20, 19	5, 6, 7	20, 20, 19	7
	173	50	SECOND	173			1	50	2	21	3	21	3
	174	50	SECOND	174			1	50	2	23	3	31	3
	175	34	GROUND	175	1, 2	34, 34			3	22	4	22	4
	176	34	GROUND	176	1	34			2	23	3	23	3
	177	34	GROUND	177	1	34			2	28	3	31	3
	178	38	GROUND	178	1	38			2	28	3	31	3
	179	38	GROUND	179	1, 2	38, 38			3	22	4	31	4
	180	42	FIRST	180			1, 2	42, 42	3	28	4	31	4

WODEN RESI G PTY LIMITED ACN 160726803

& WODEN RESI D PTY LIMITED

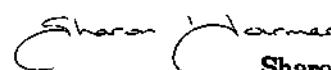
ACN 160742156 BY THEIR ATTORNEY

ALFONSO DEL RIO PURSUANT TO

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ACT REGISTRATION NO-0140417

Registered Proprietor

Sharon Harmer

Delegate of the
ACT Planning and Land Authority

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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
15 MOVER PLACE	181	42	FIRST	181			1	42	2	23	3	31	3
	182	42	FIRST	182			1	42	2	22	3	31	3
	183	46	FIRST	183			1	46	2	22	3	22	3
	184	46	FIRST	184			1, 2	46, 46	3	28	4	31	4
	185	50	SECOND	185			1, 2	50, 50	3	28	4	31	4
	186	50	SECOND	186			1	50	2	28	3	31	3
	187	50	SECOND	187			1	50	2	28	3	31	3
	188	54	SECOND	188			1	54	2	22	3	22	3
	189	54	SECOND	189			1, 2	54, 54	3	28	4	31	4
	190	35	GROUND	190	1	35			2	23	3	23	3
	191	35	GROUND	191	1	35			2	23	3	23	3
	192	35	GROUND	192	1	35			2	27	3	27	3
	193	35	GROUND	193	1	35			2	23	3	23	3
	194	43	FIRST	194			1	43	2	23	3	31	3
	195	43	FIRST	195			1	43	2	23	3	23	3
	196	43	FIRST	196			1	43	2	23	3	23	3
	197	43	FIRST	197			1	43	2	23	3	31	3
	198	51	SECOND	198			1	51	2	23	3	31	3
	199	51	SECOND	199			1	51	2	23	3	31	3
	200	51	SECOND	200			1	51	2	22	3	31	3
	201	51	SECOND	201			1	51	2	23	3	31	3

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Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	
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LEGEND

- C DENOTES COLUMN (COMMON PROPERTY)
 S DENOTES STOREROOM
 CP DENOTES COMMON PROPERTY
 # DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
 * DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
 ■ DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF WALL

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

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

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

THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA

ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

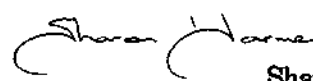
THE OWNERS CORPORATION OR OTHER UNITS OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

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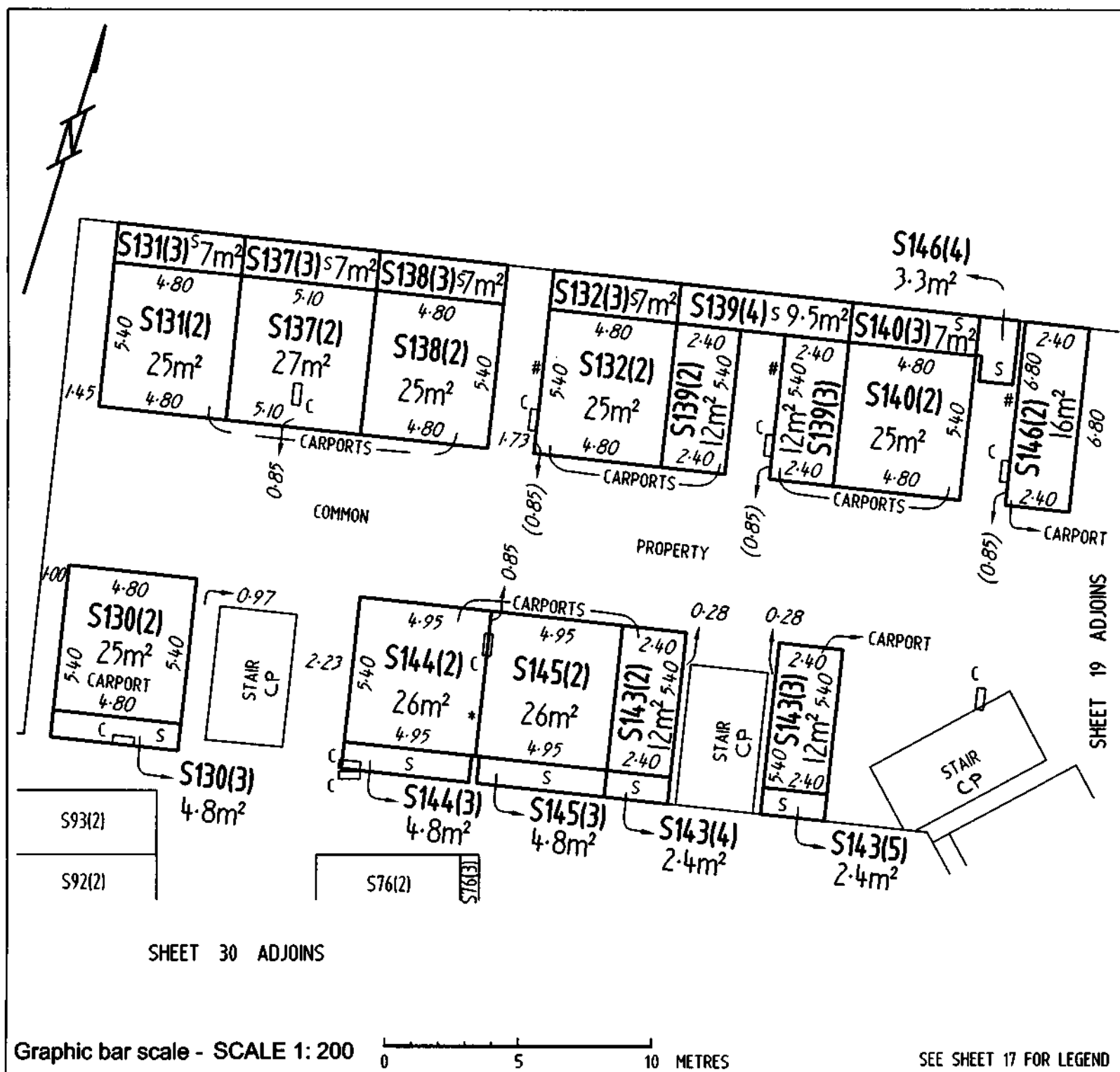
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	UNIT SUBSIDIARIES
BASEMENT	



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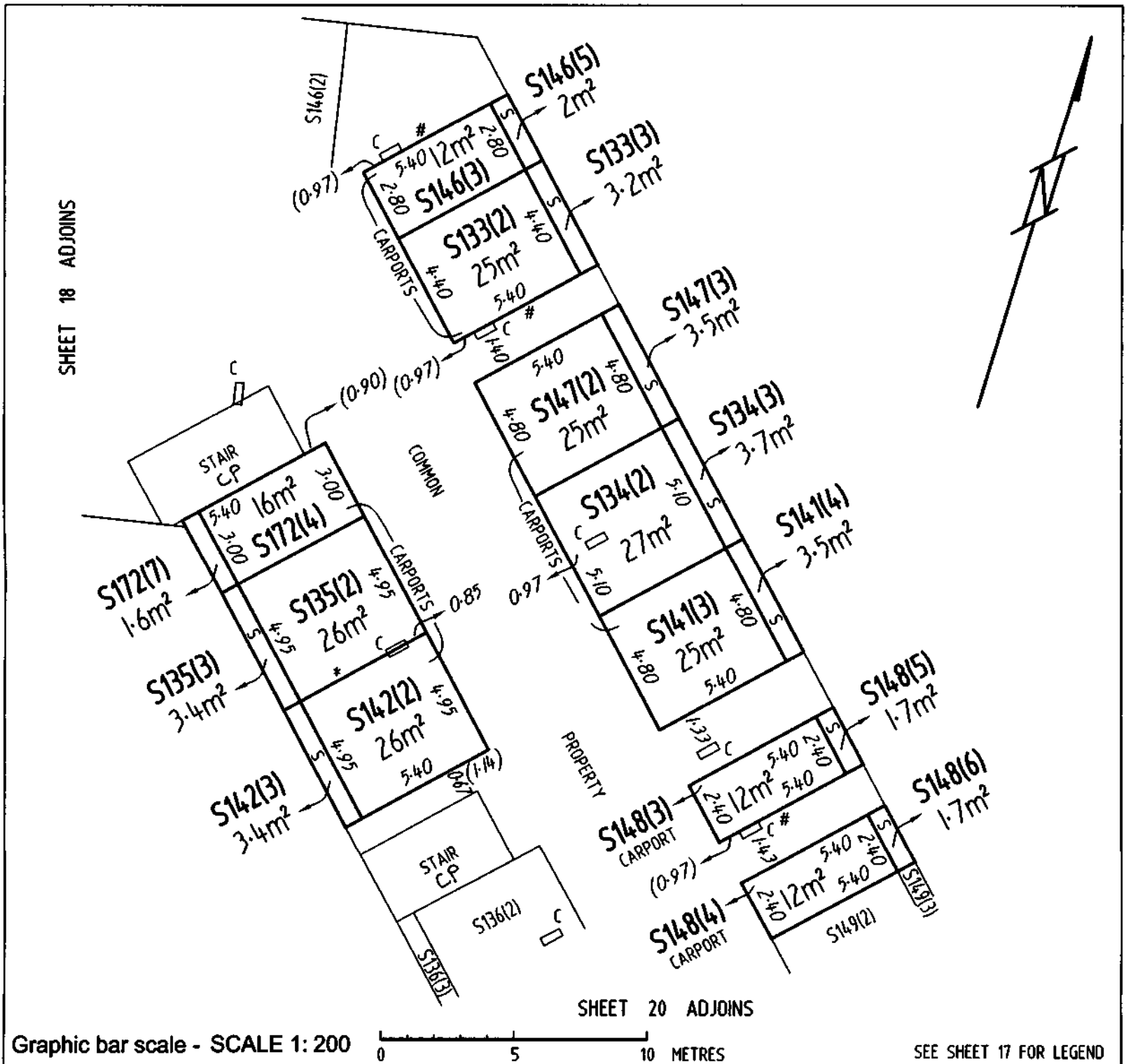
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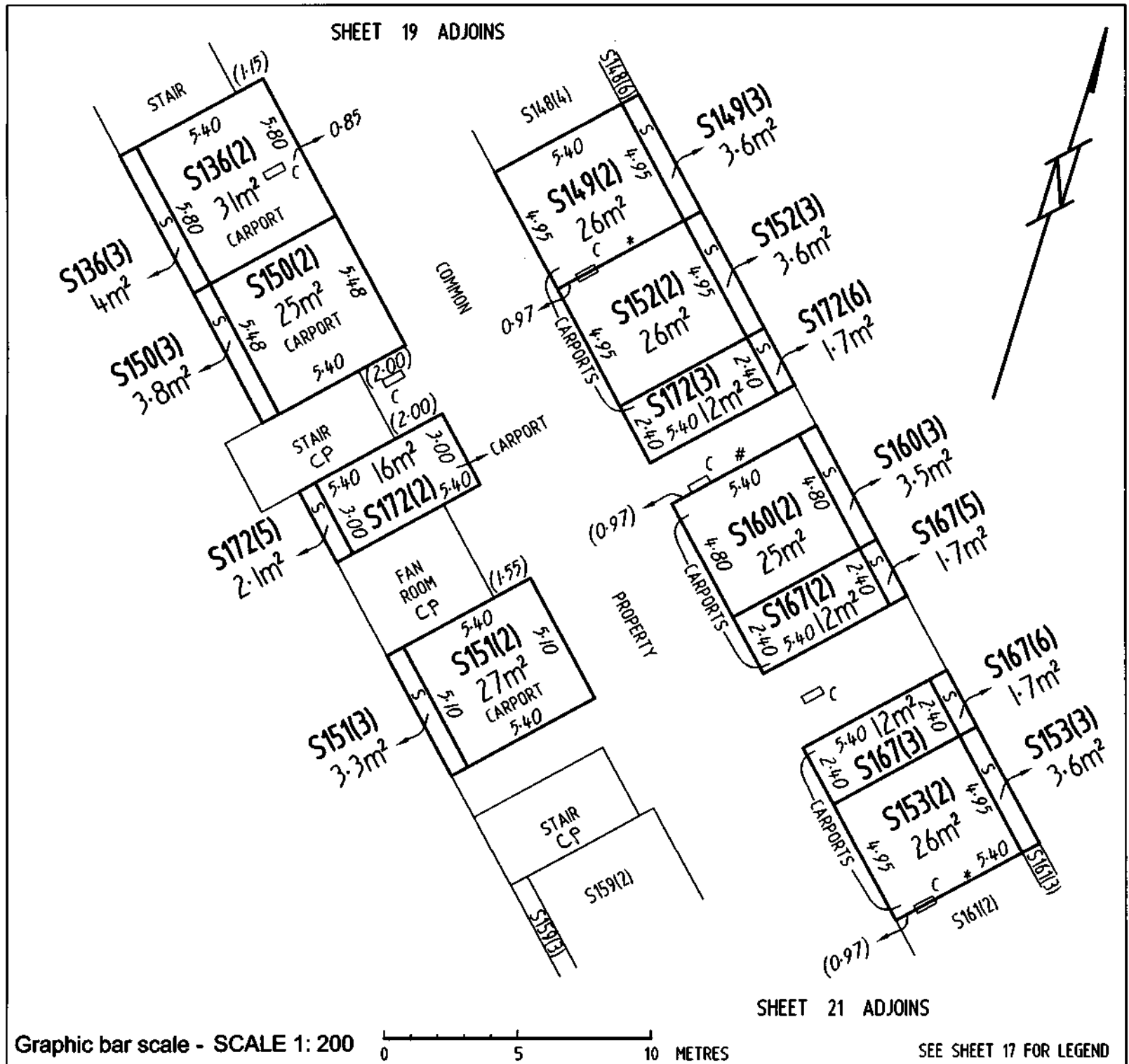
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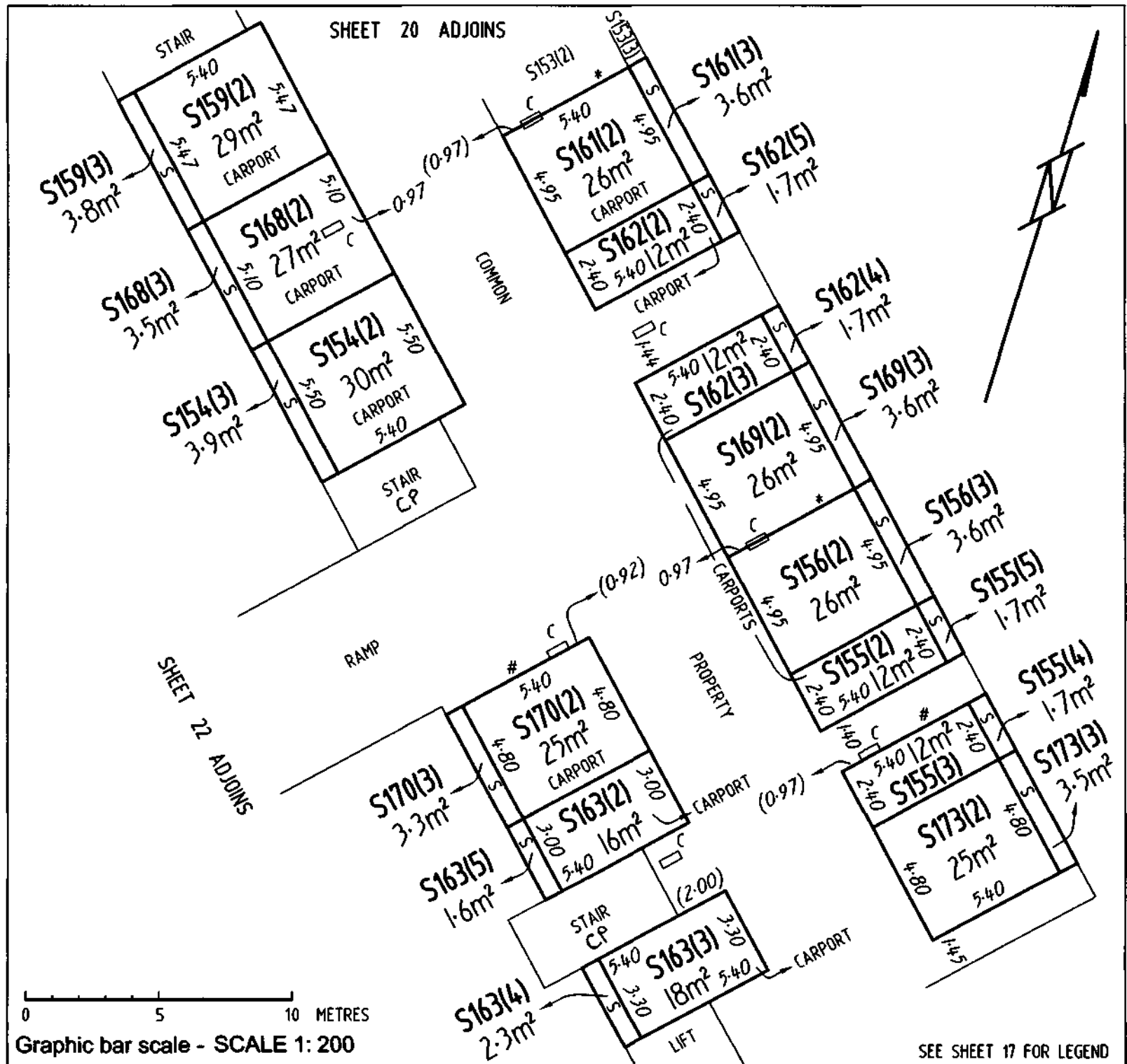
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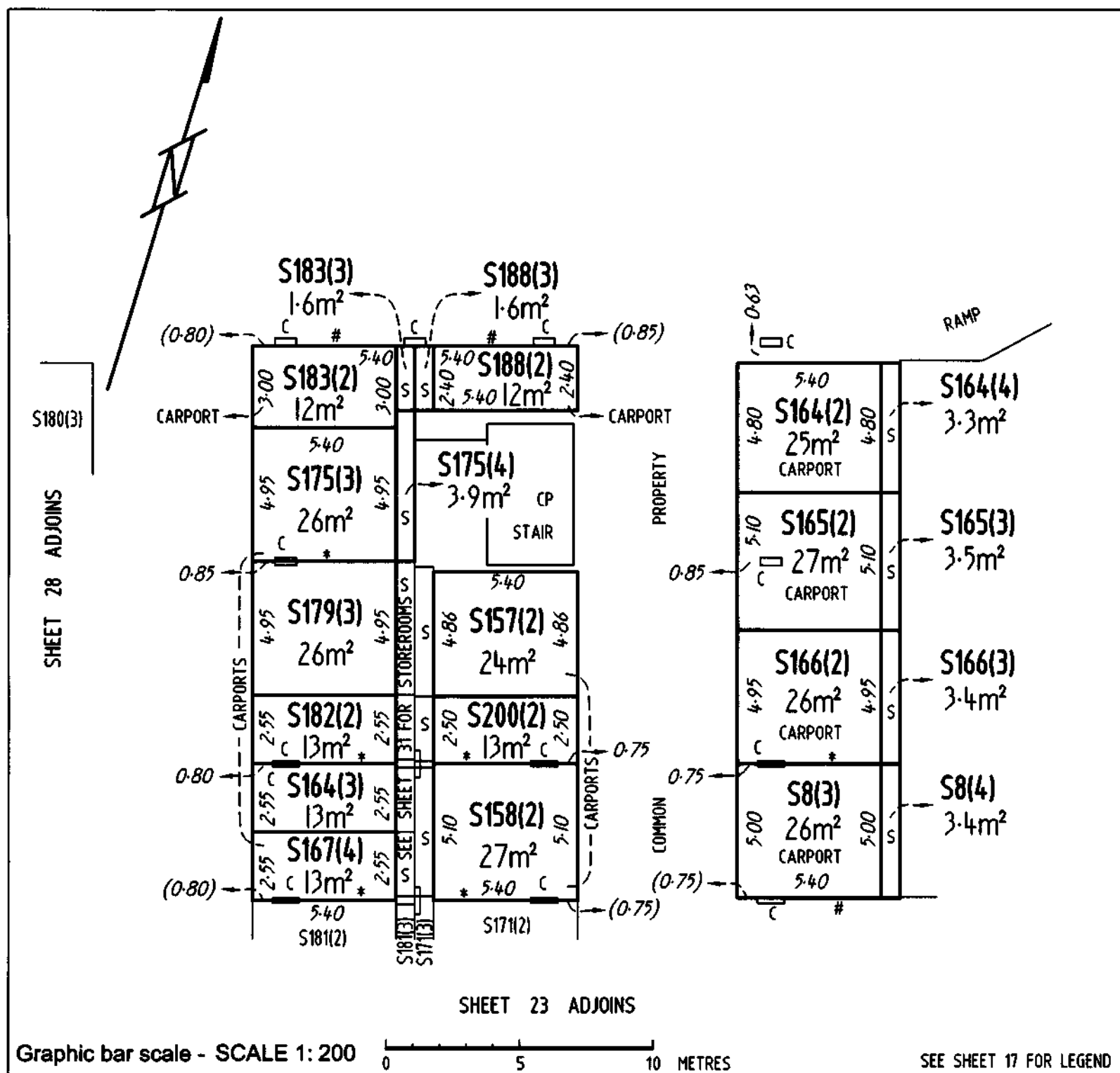
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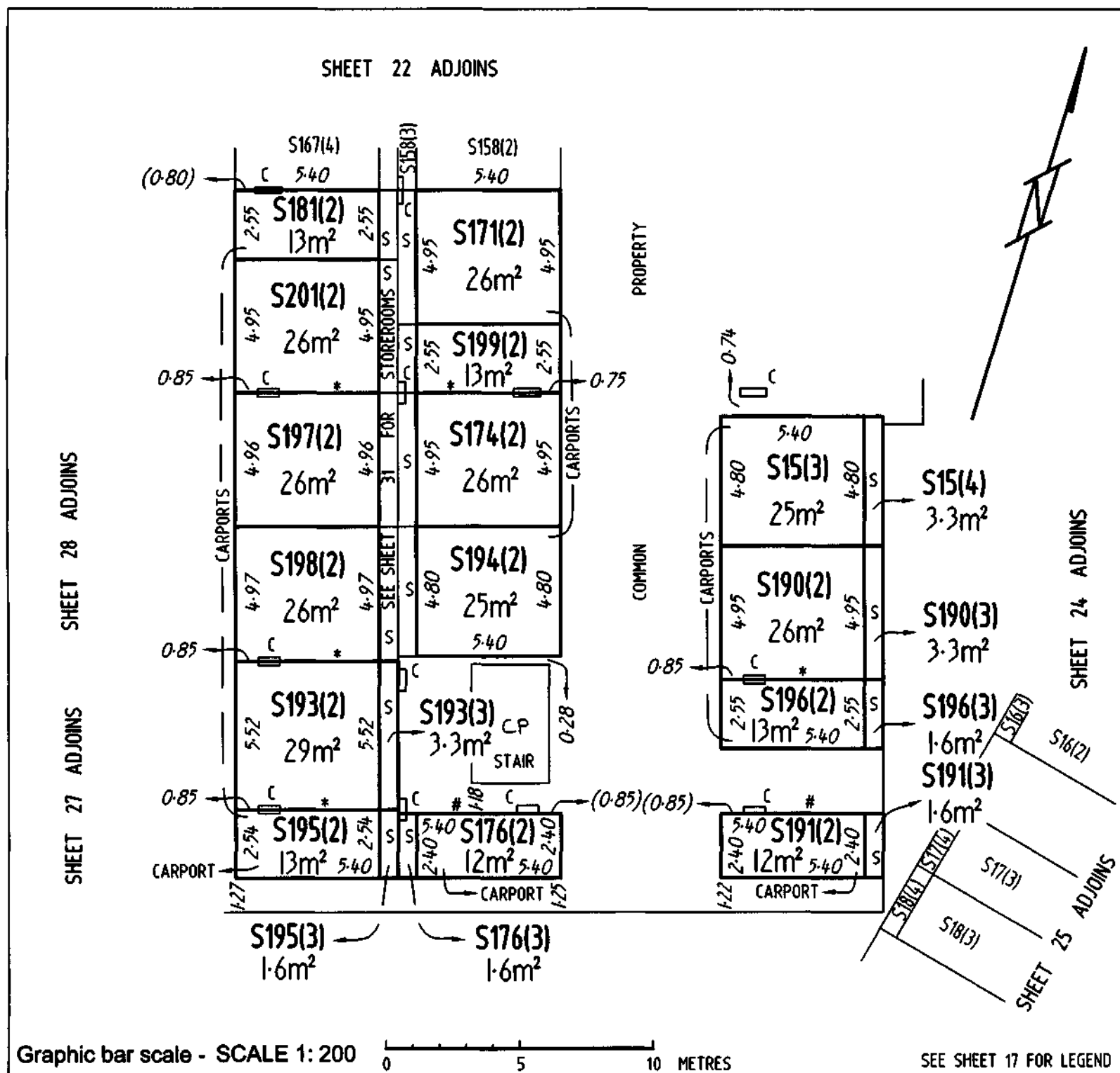
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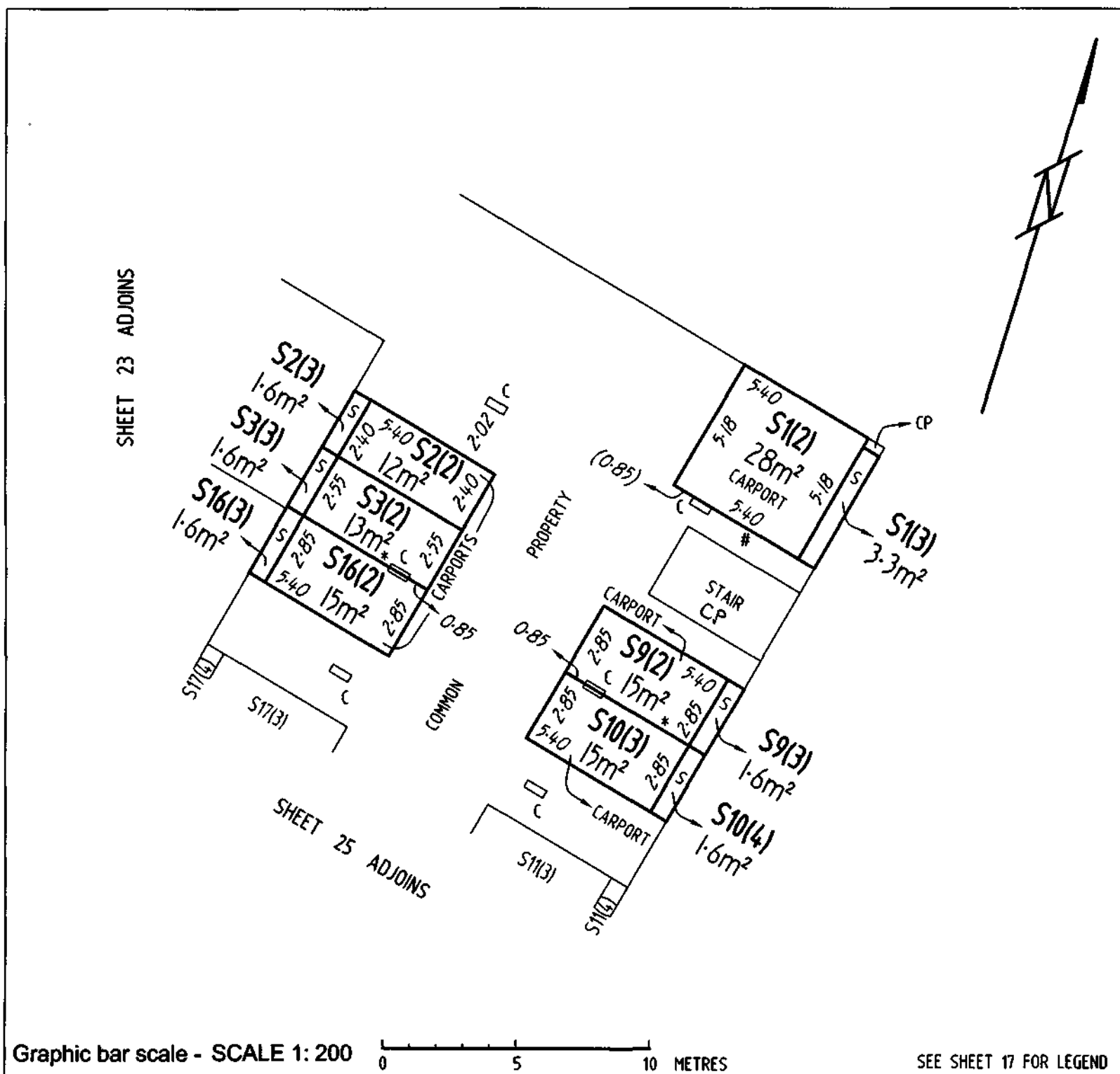
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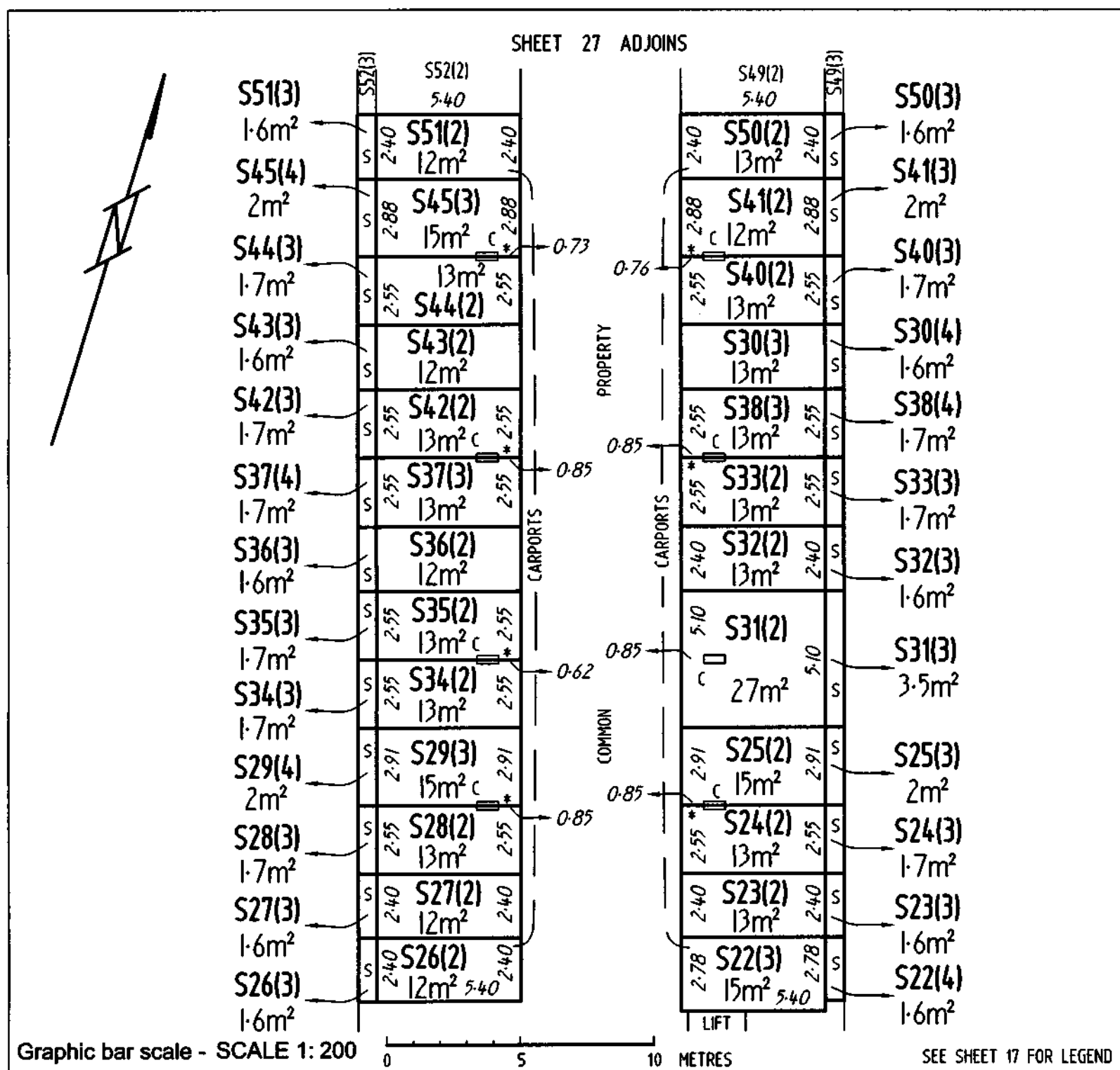
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FLOOR PLAN

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PHILLIP	177	2	4066

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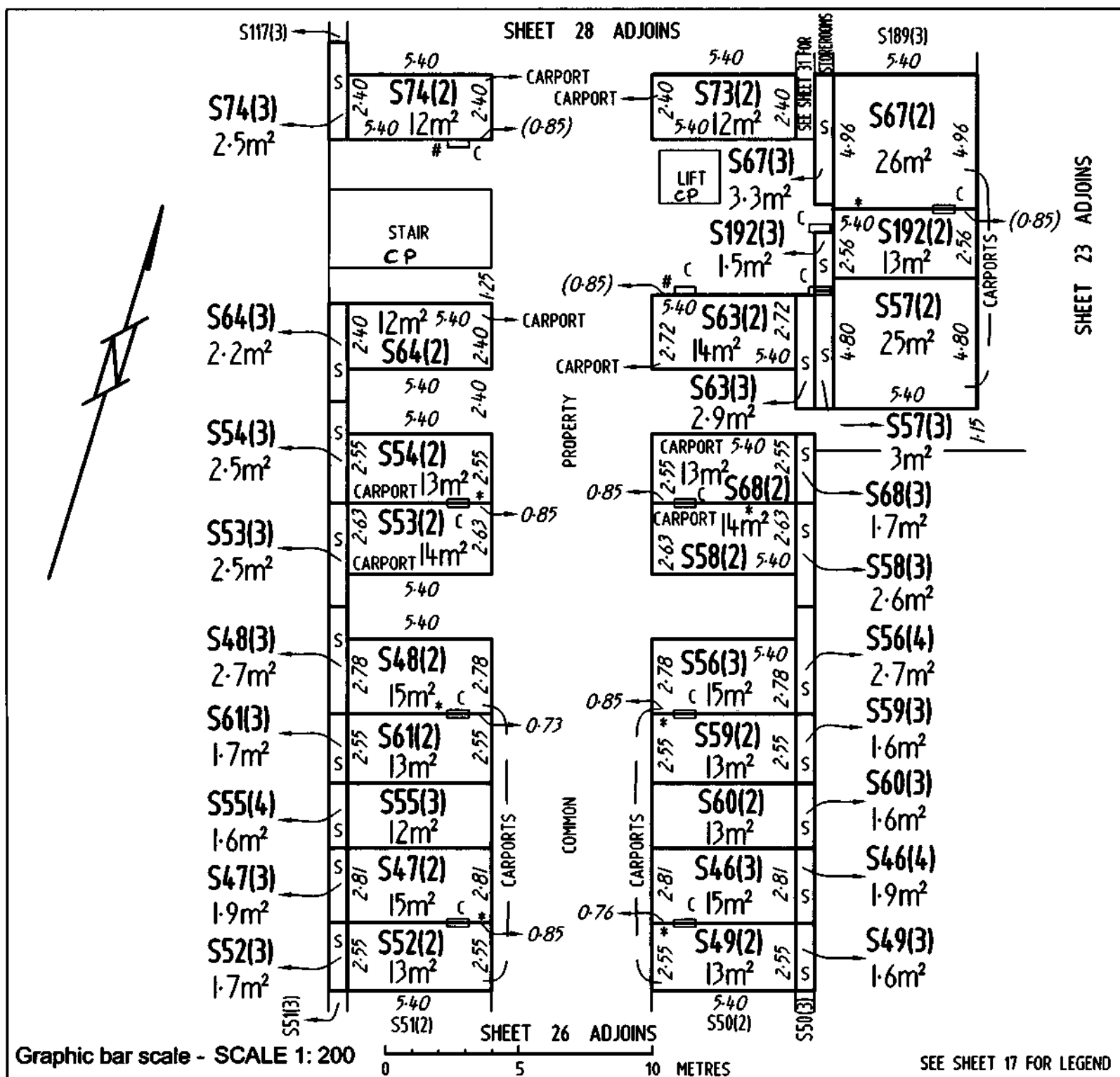
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FLOOR PLAN

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PHILLIP	177	2	4066

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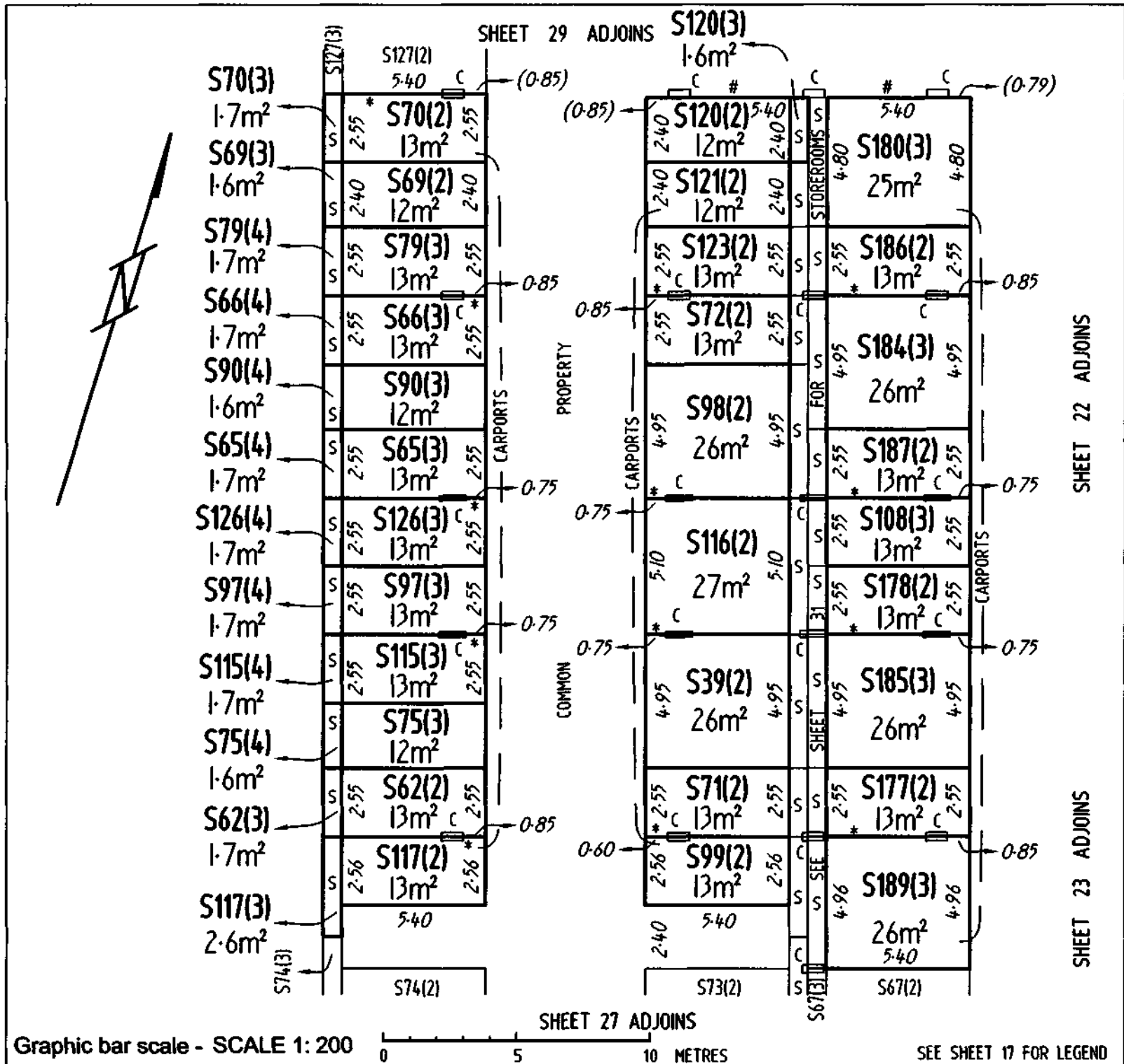
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PHILLIP	177	2	4066

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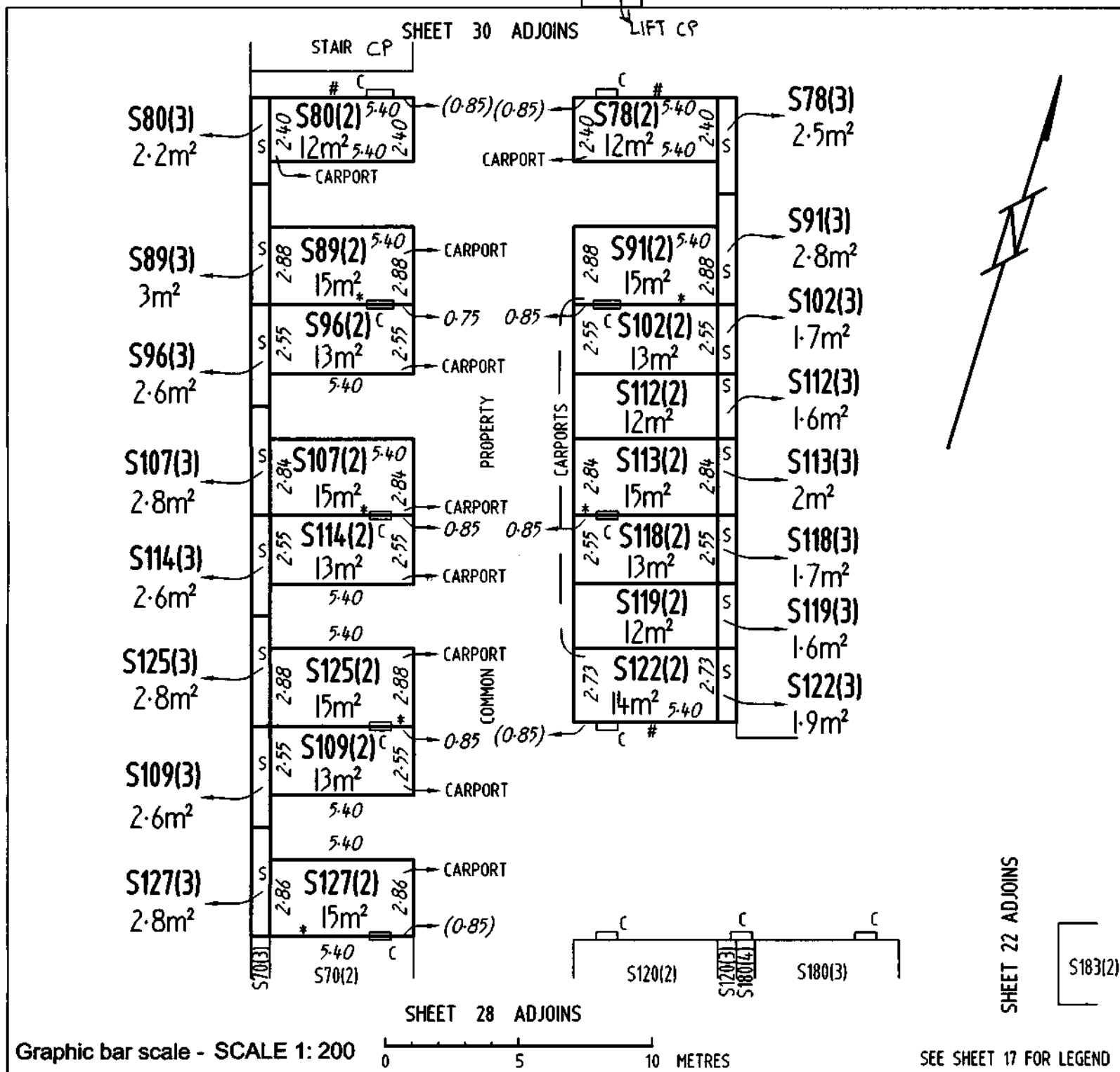
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
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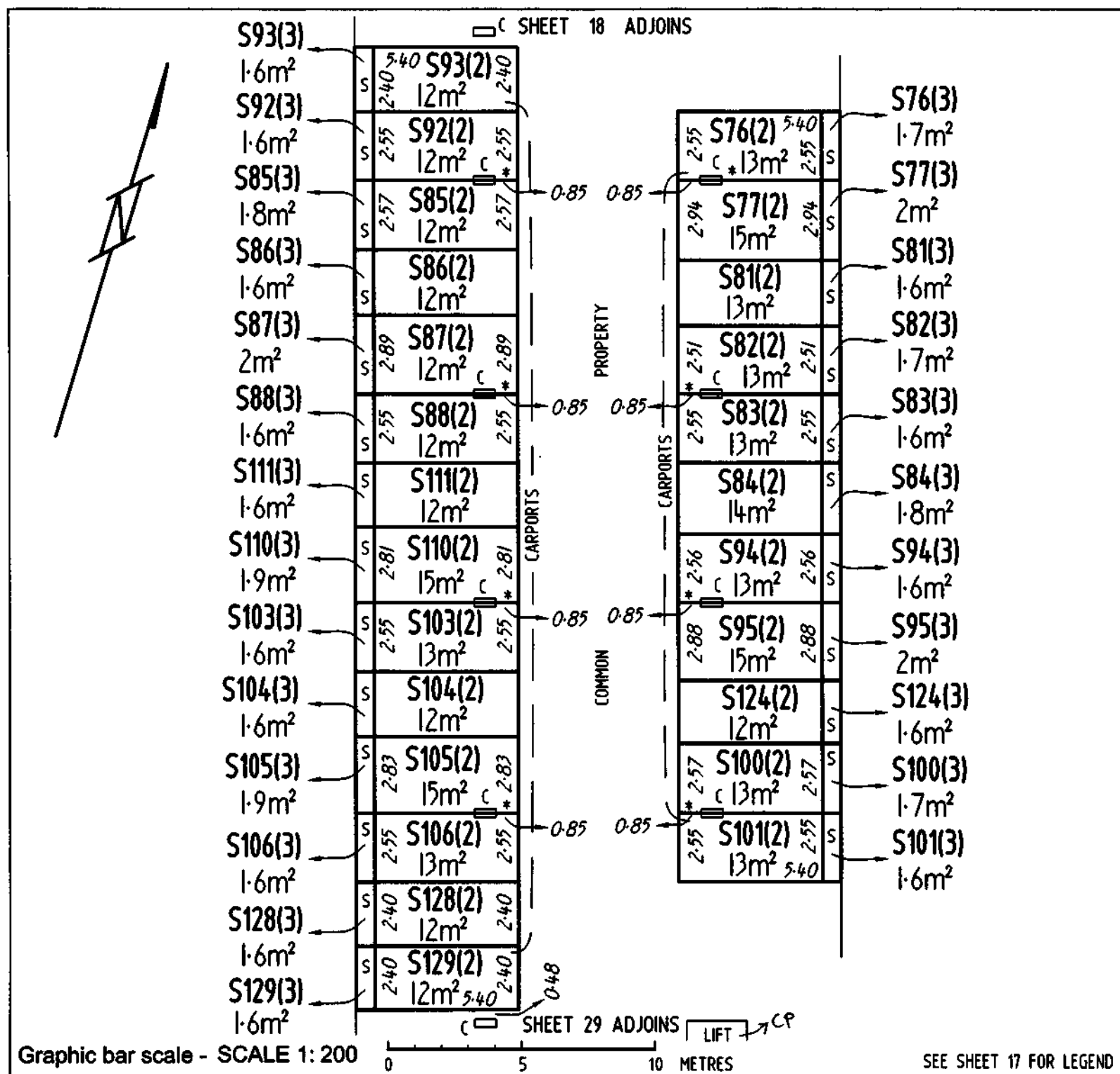
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	BASEMENT	UNIT SUBSIDIARIES
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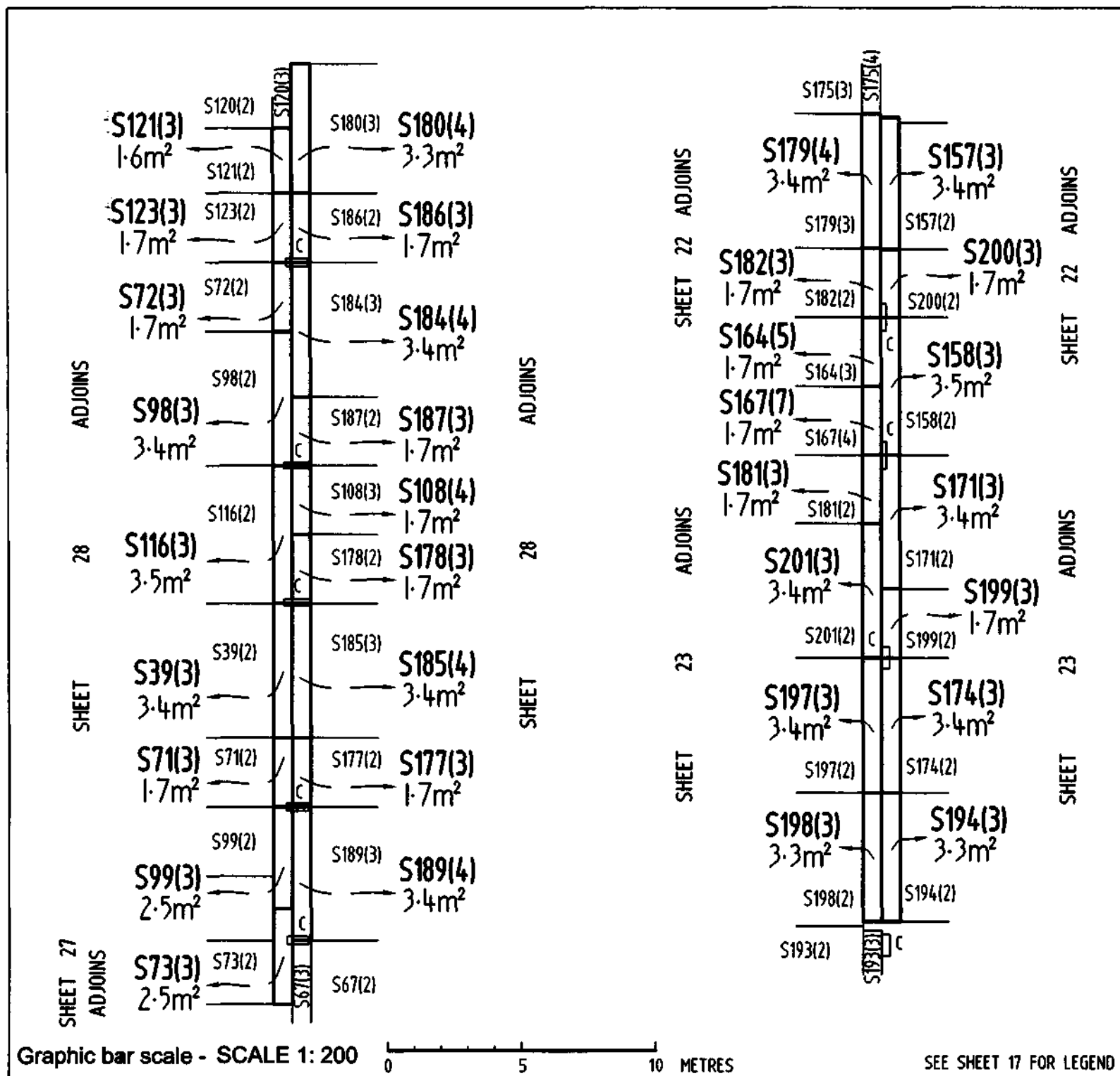
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	BASEMENT	STOREROOMS
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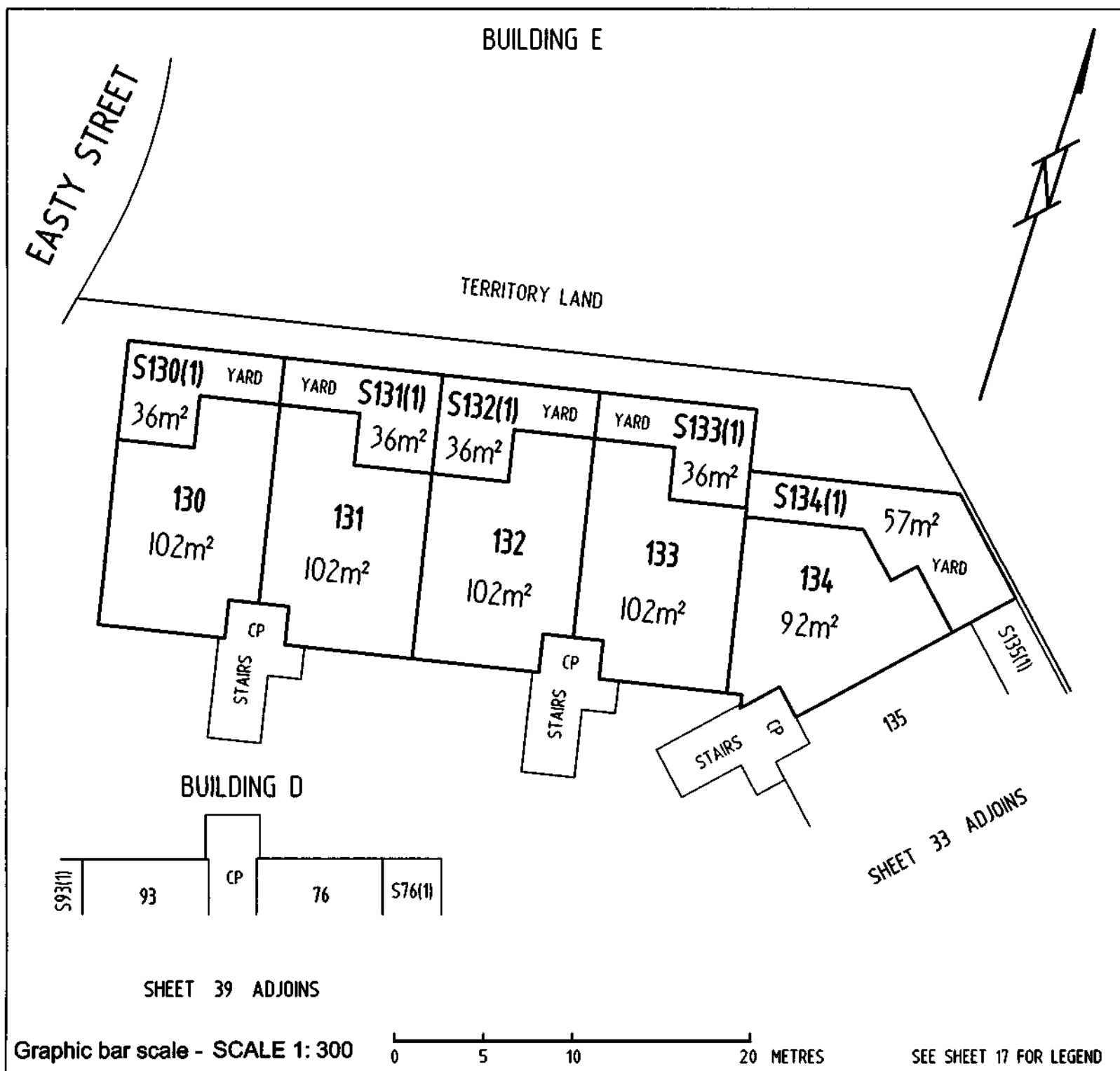
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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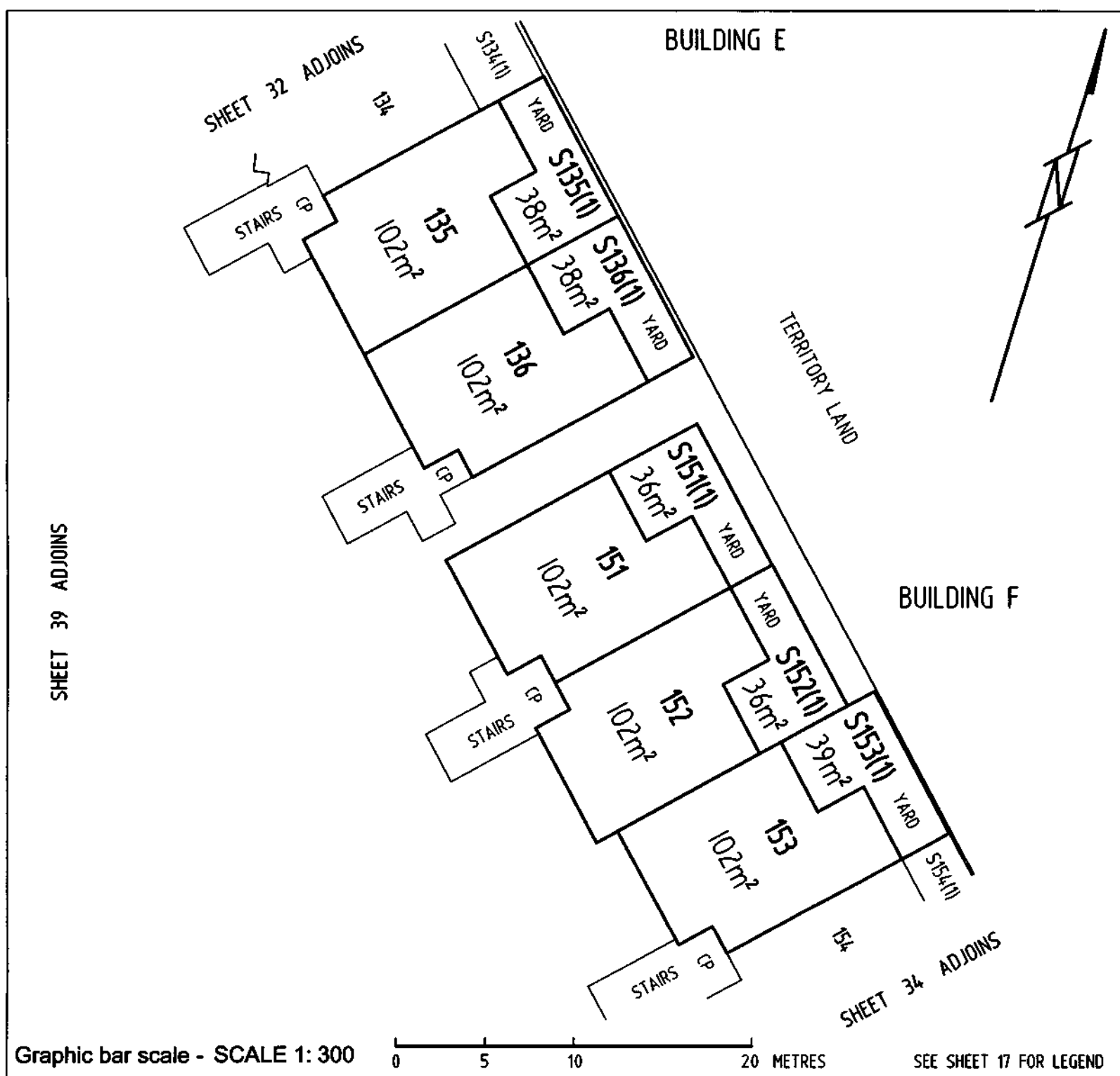
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FLOOR PLAN


Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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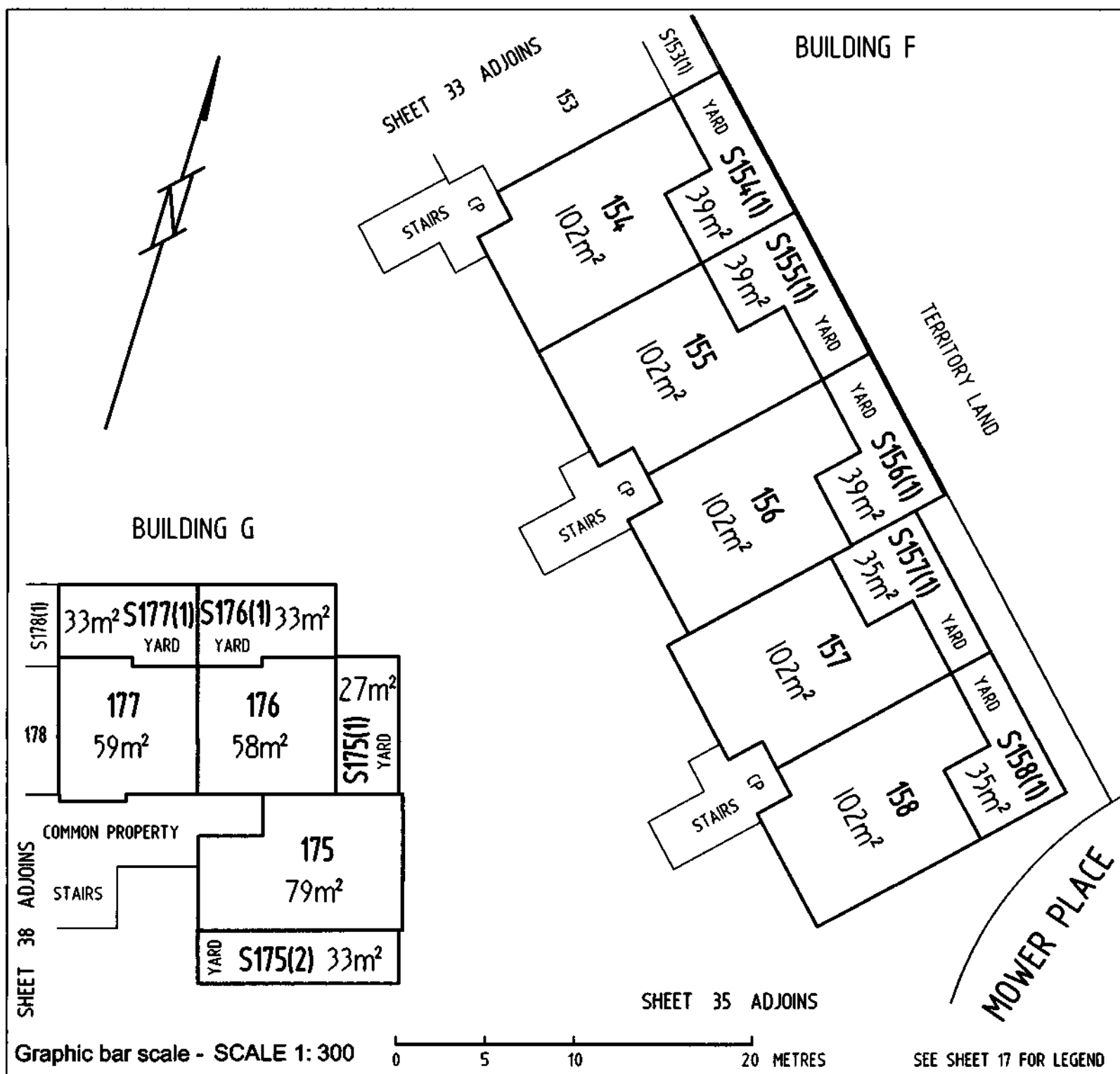
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FLOOR PLAN

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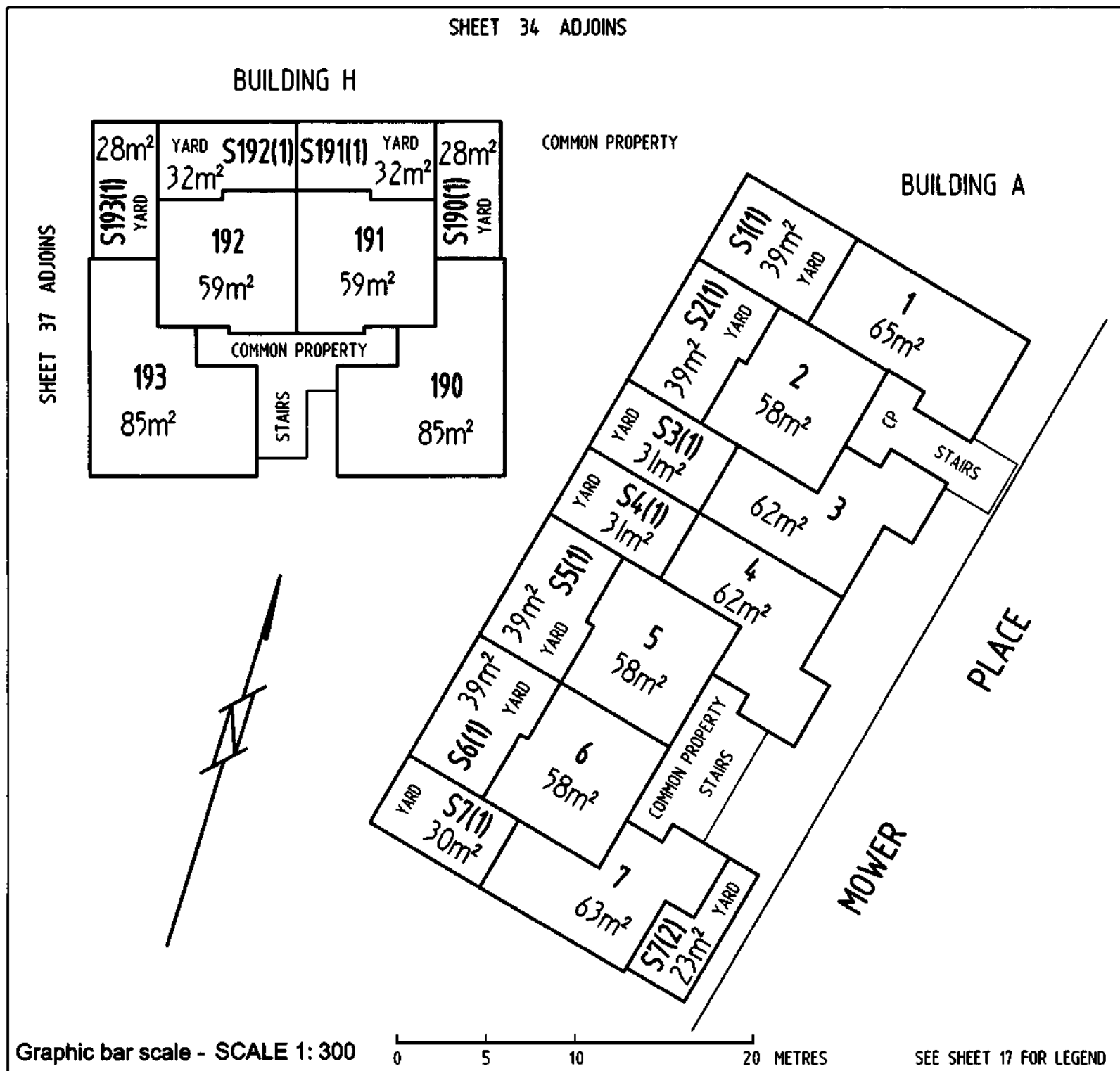
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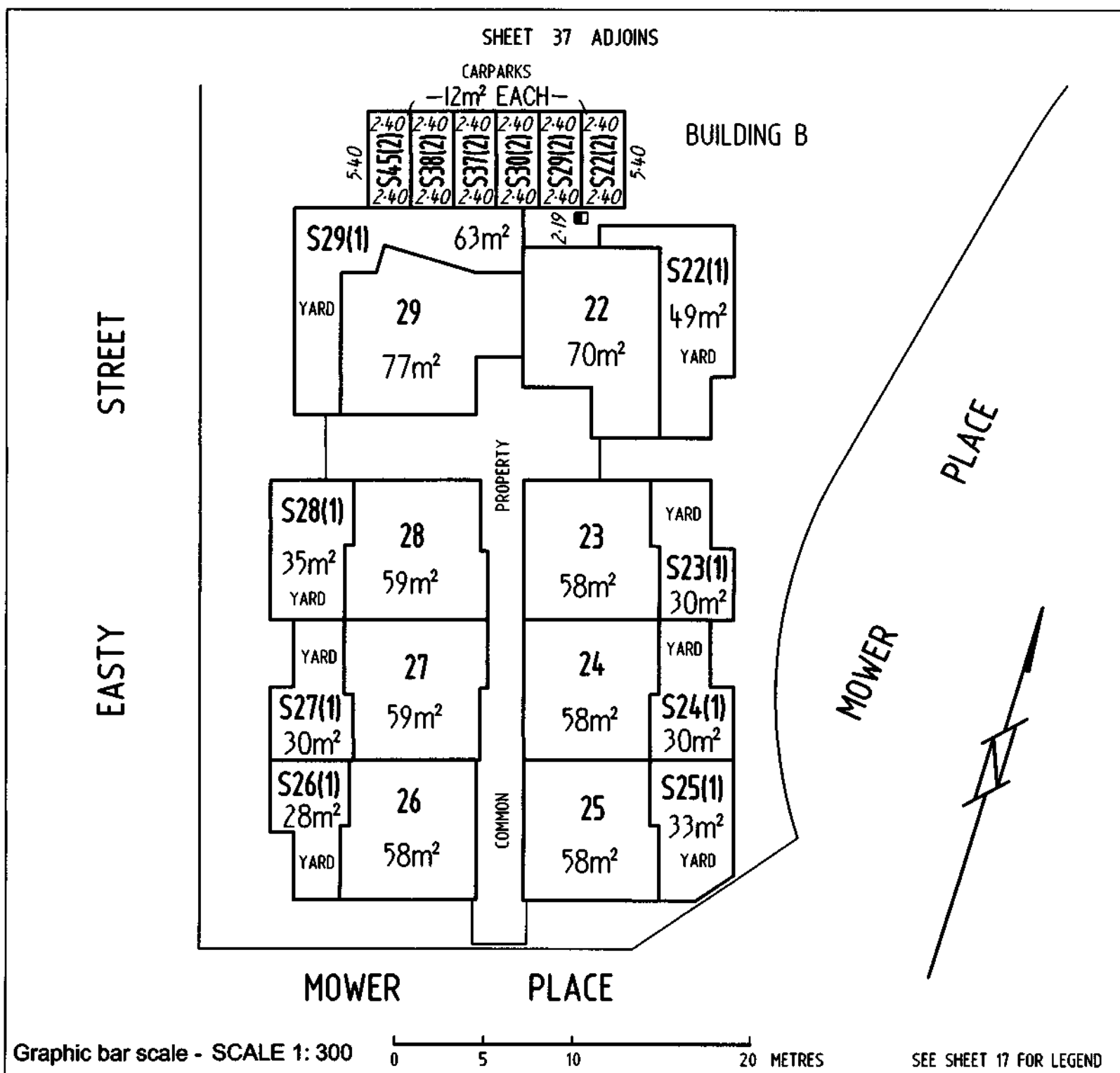
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PHILLIP	177	2	4066

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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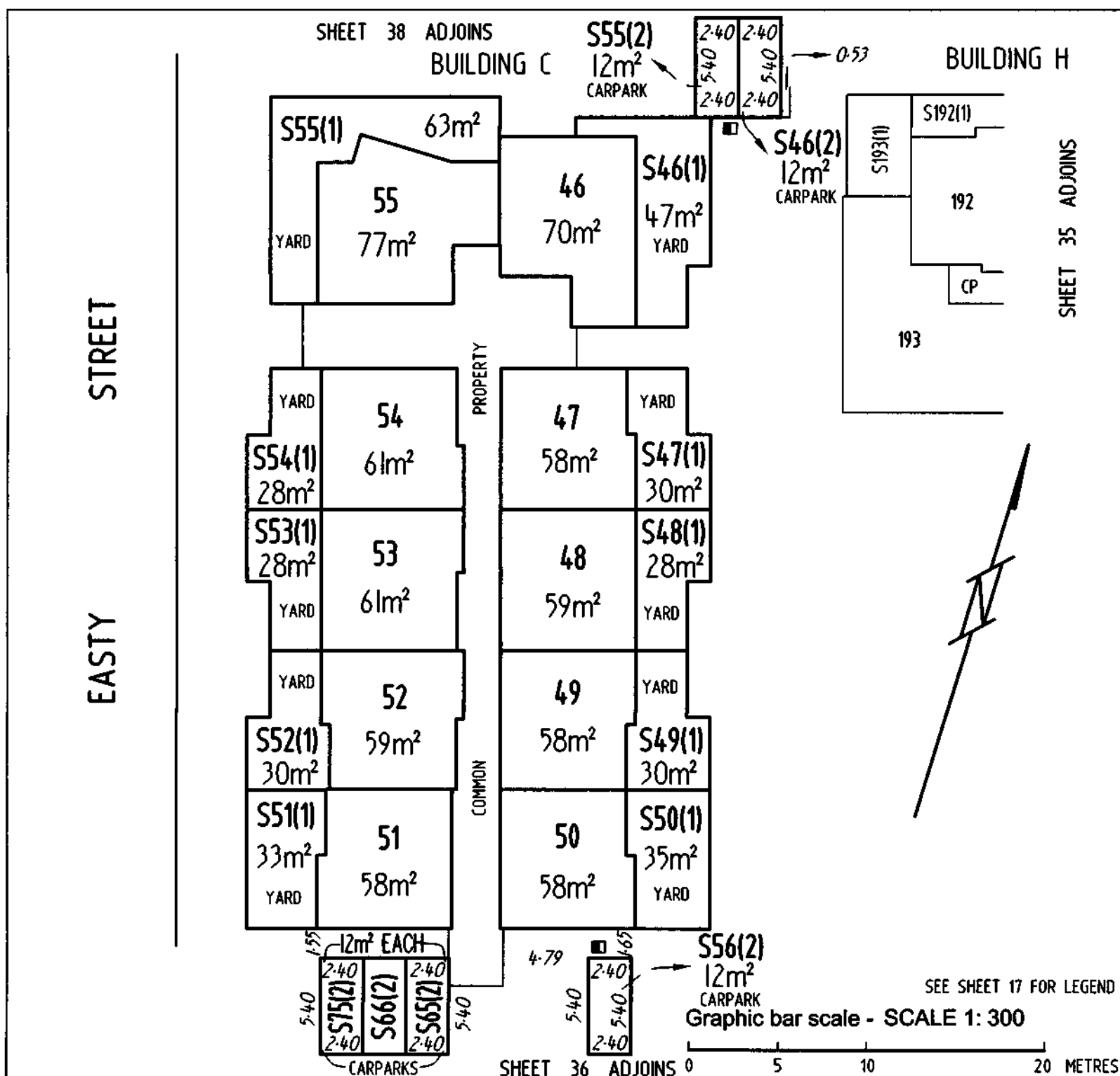
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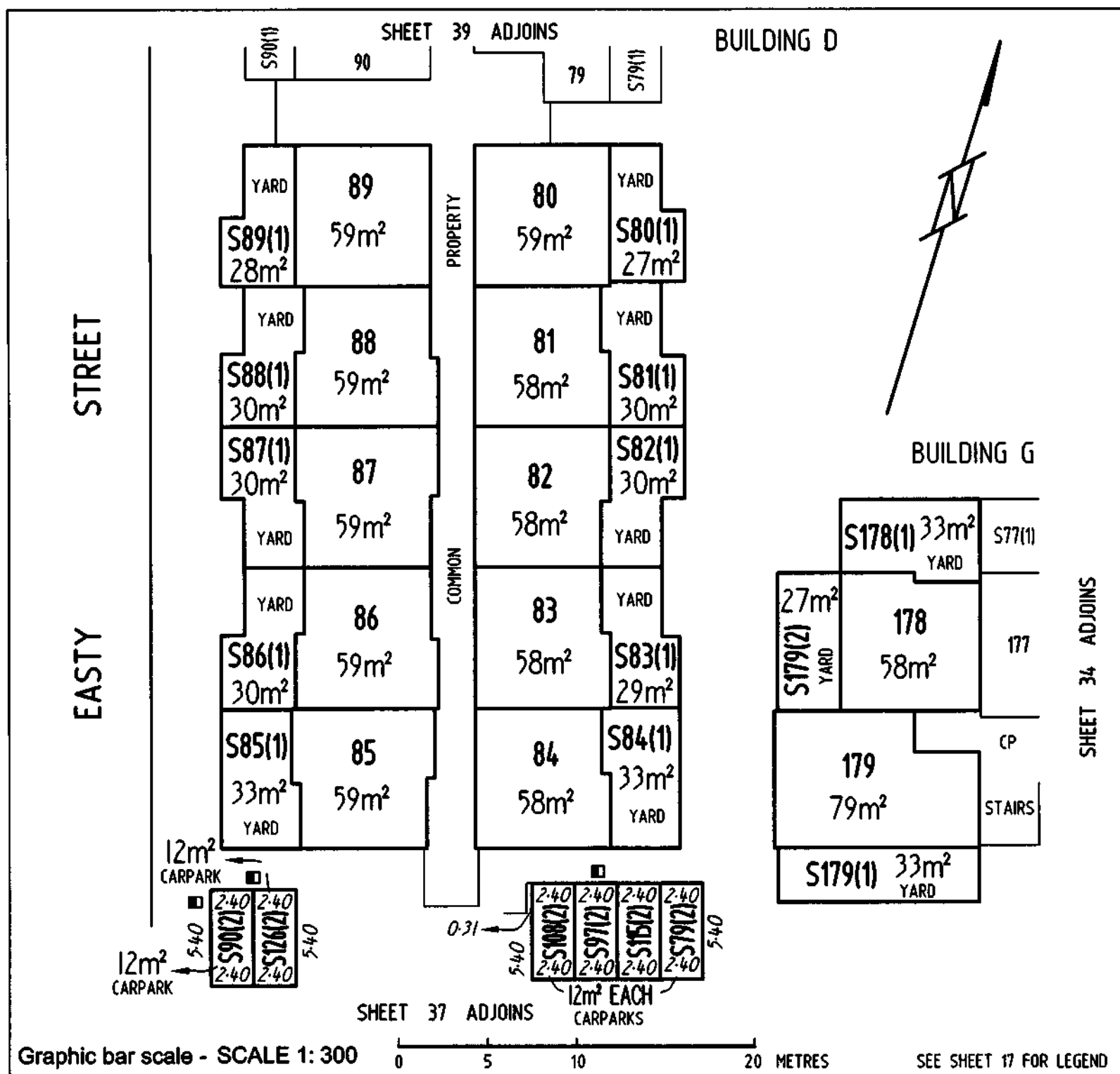
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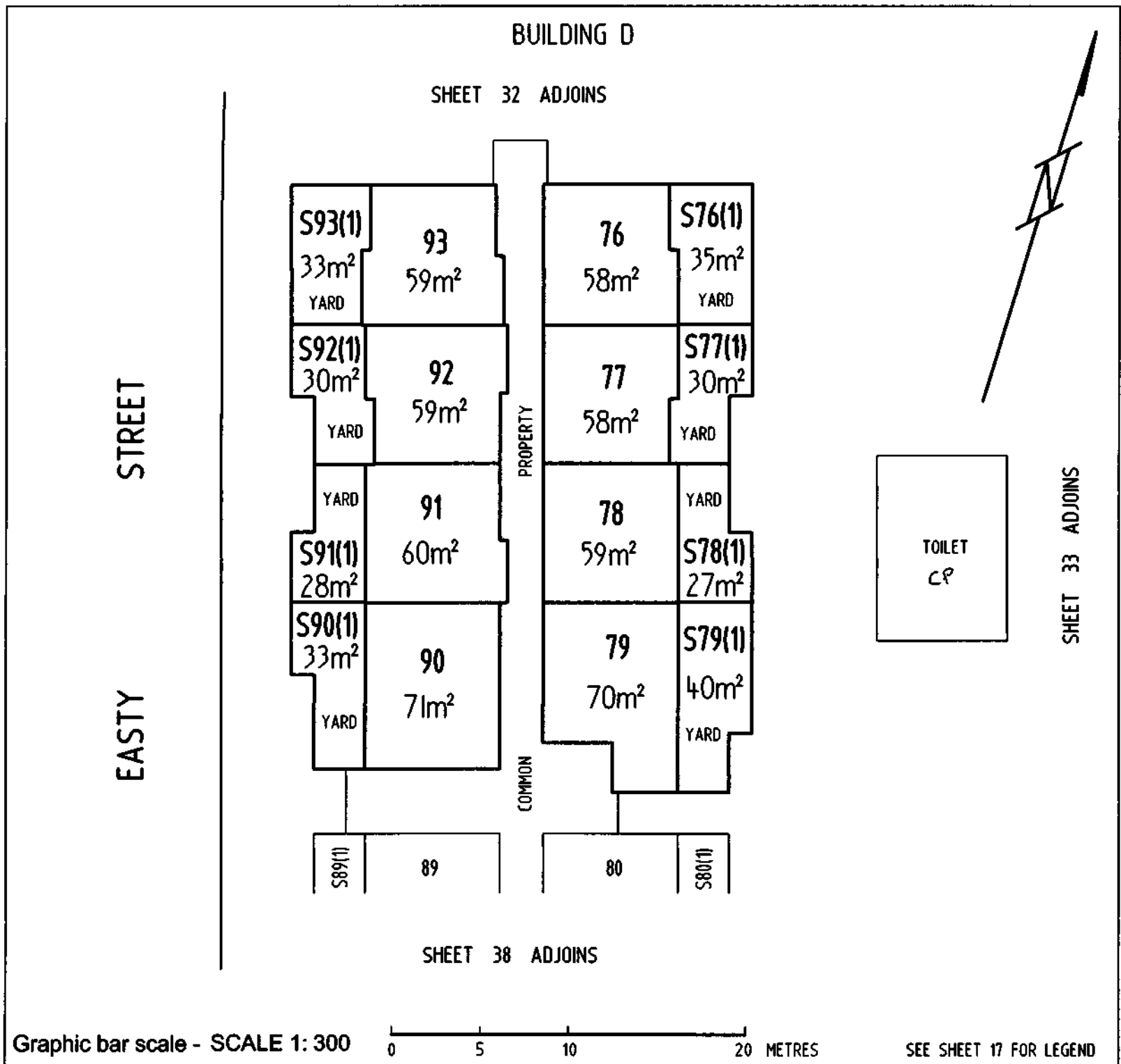
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
PHILLIP	177	2	4066

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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WODEN RESI G PTY LIMITED ACN 160726803
 & WODEN RESI D PTY LIMITED
 ACN 160742156 BY THEIR ATTORNEY
 ALFONSO DEL RIO PURSUANT TO
 POWER OF ATTORNEY
 ACT REGISTRATION NO-0140417 **Registered Proprietor**

Sharon Harmer
 Sharon Harmer
Delegate of the
ACT Planning and Land Authority

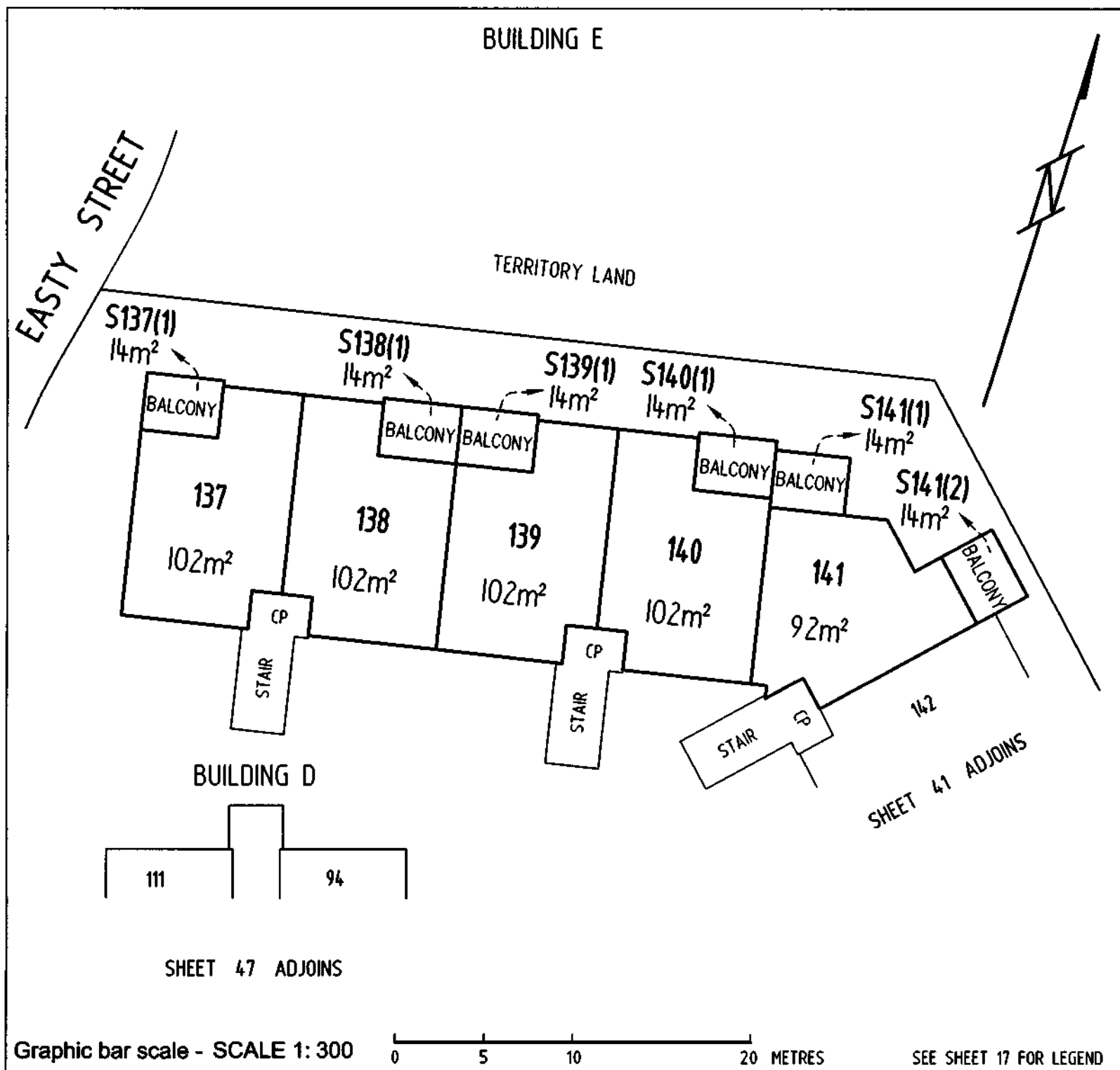
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

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PHILLIP	177	2	4066

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES
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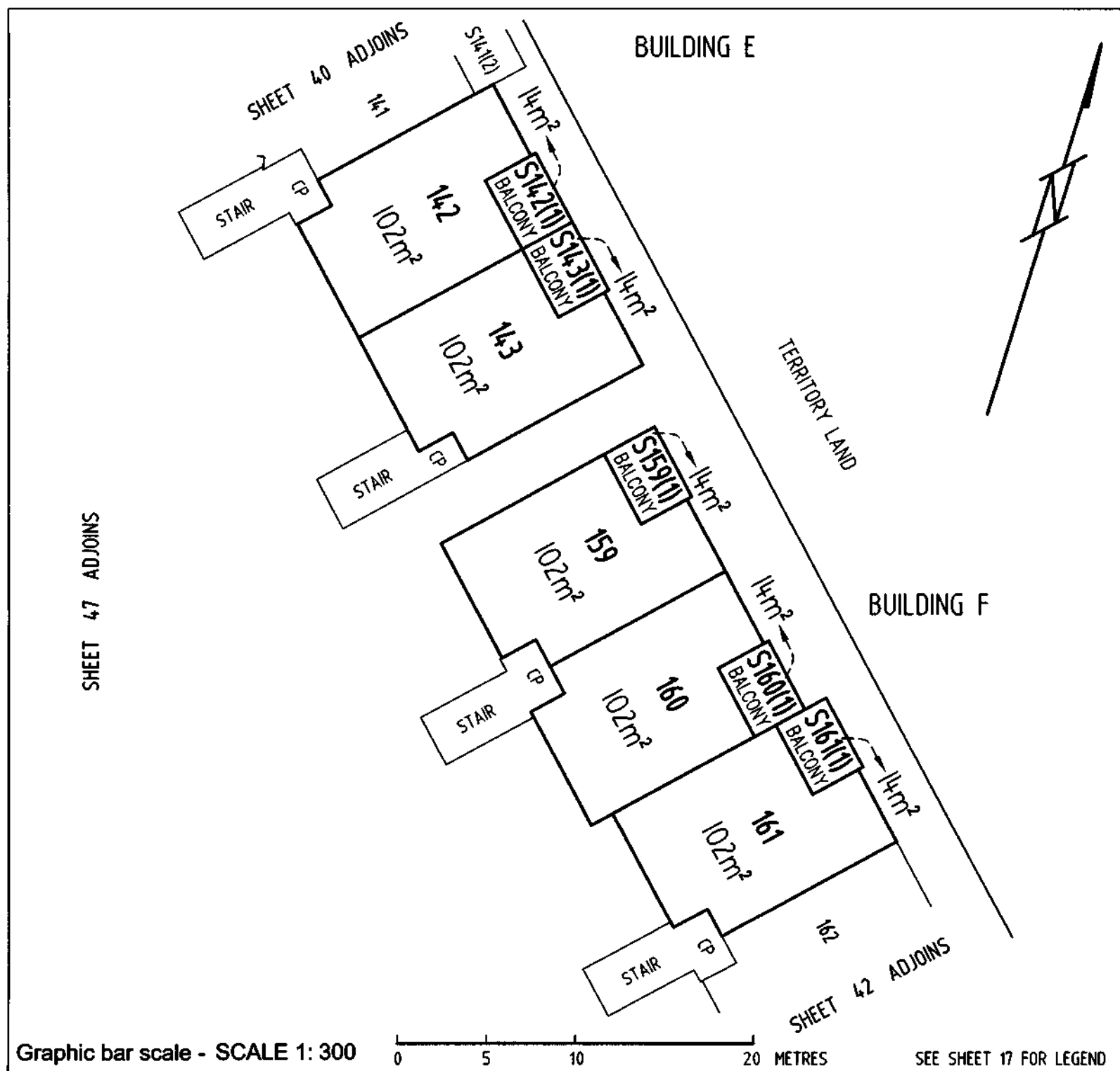
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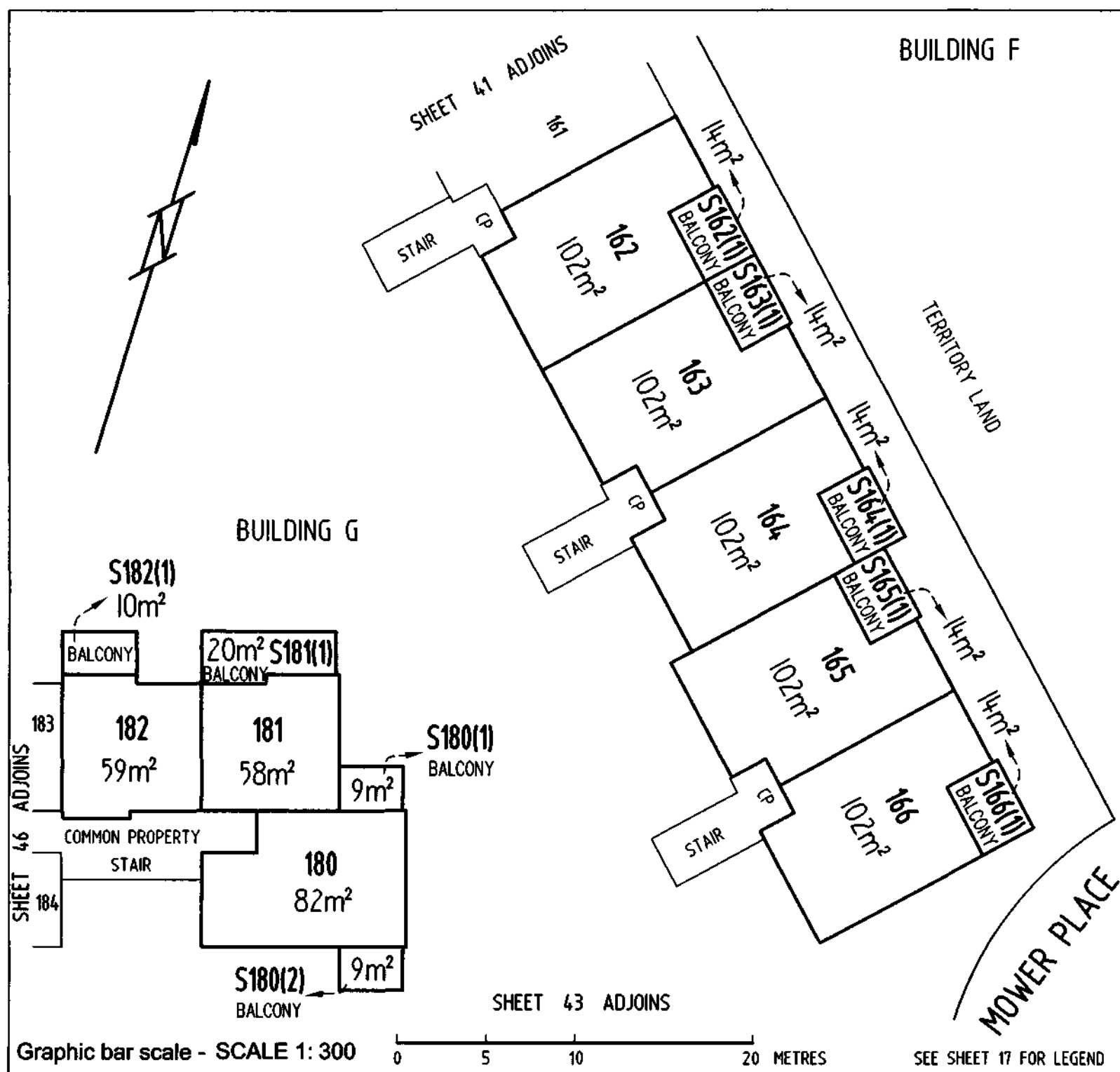
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FLOOR PLAN

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PHILLIP	177	2	4066

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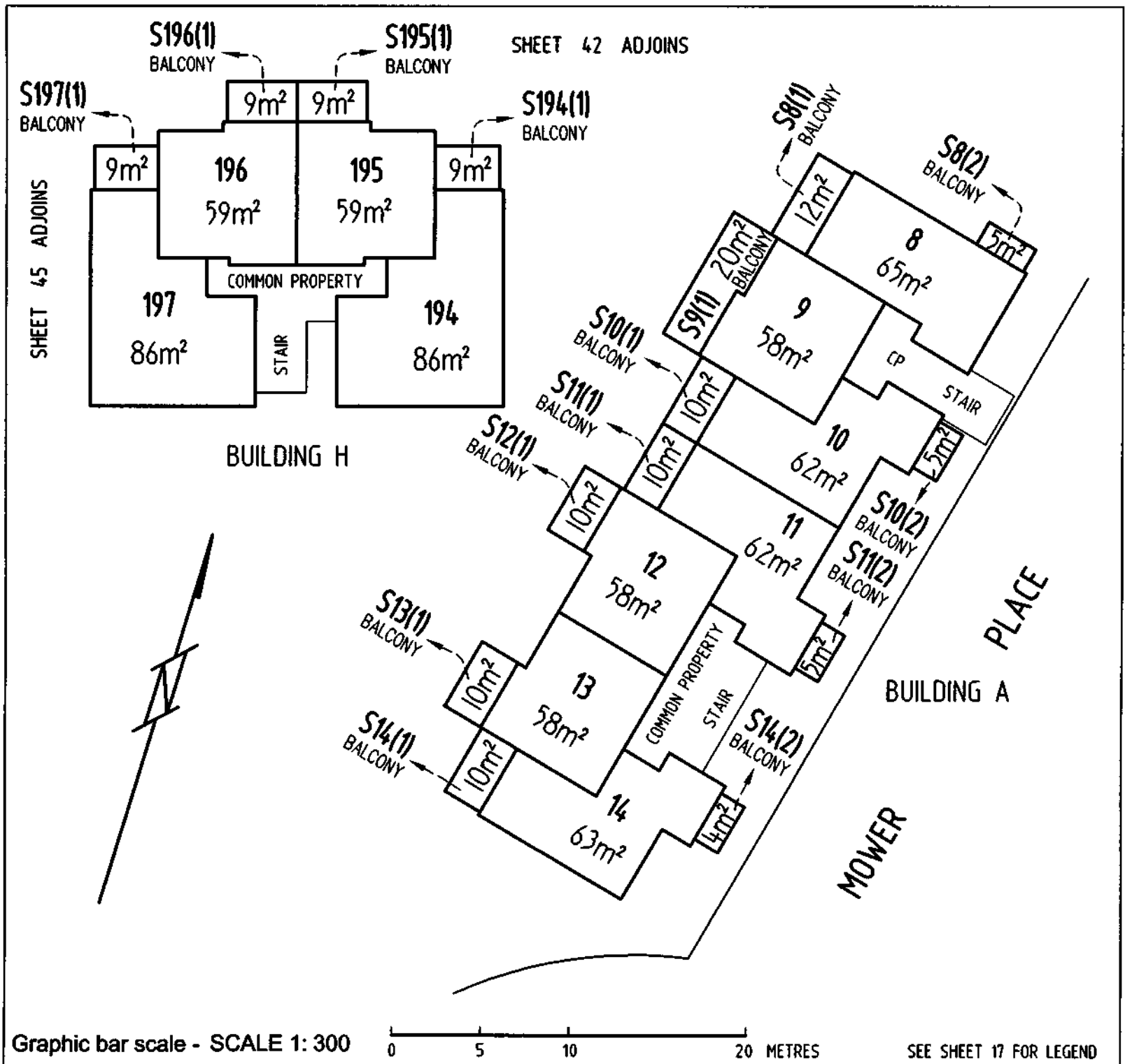
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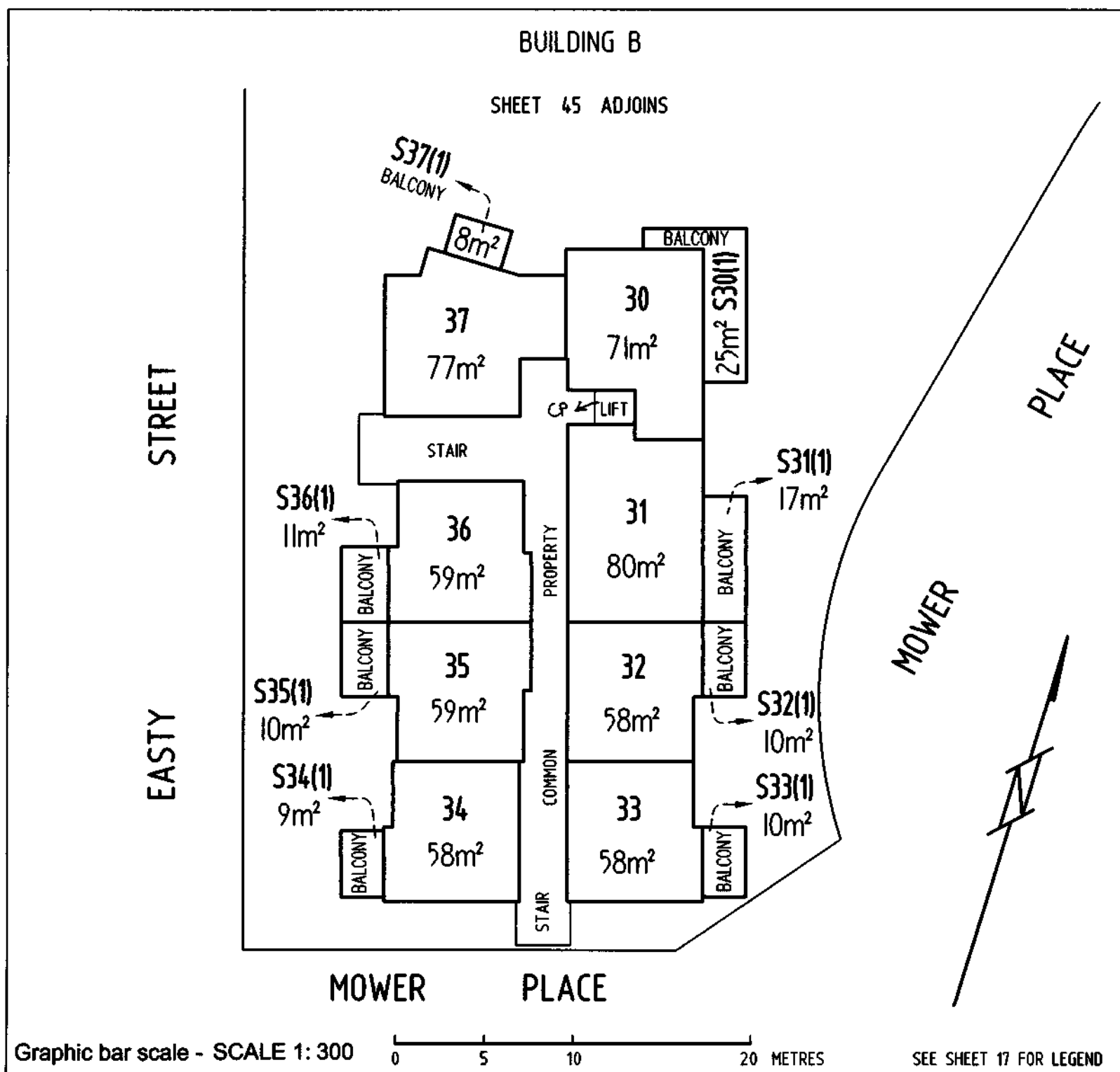
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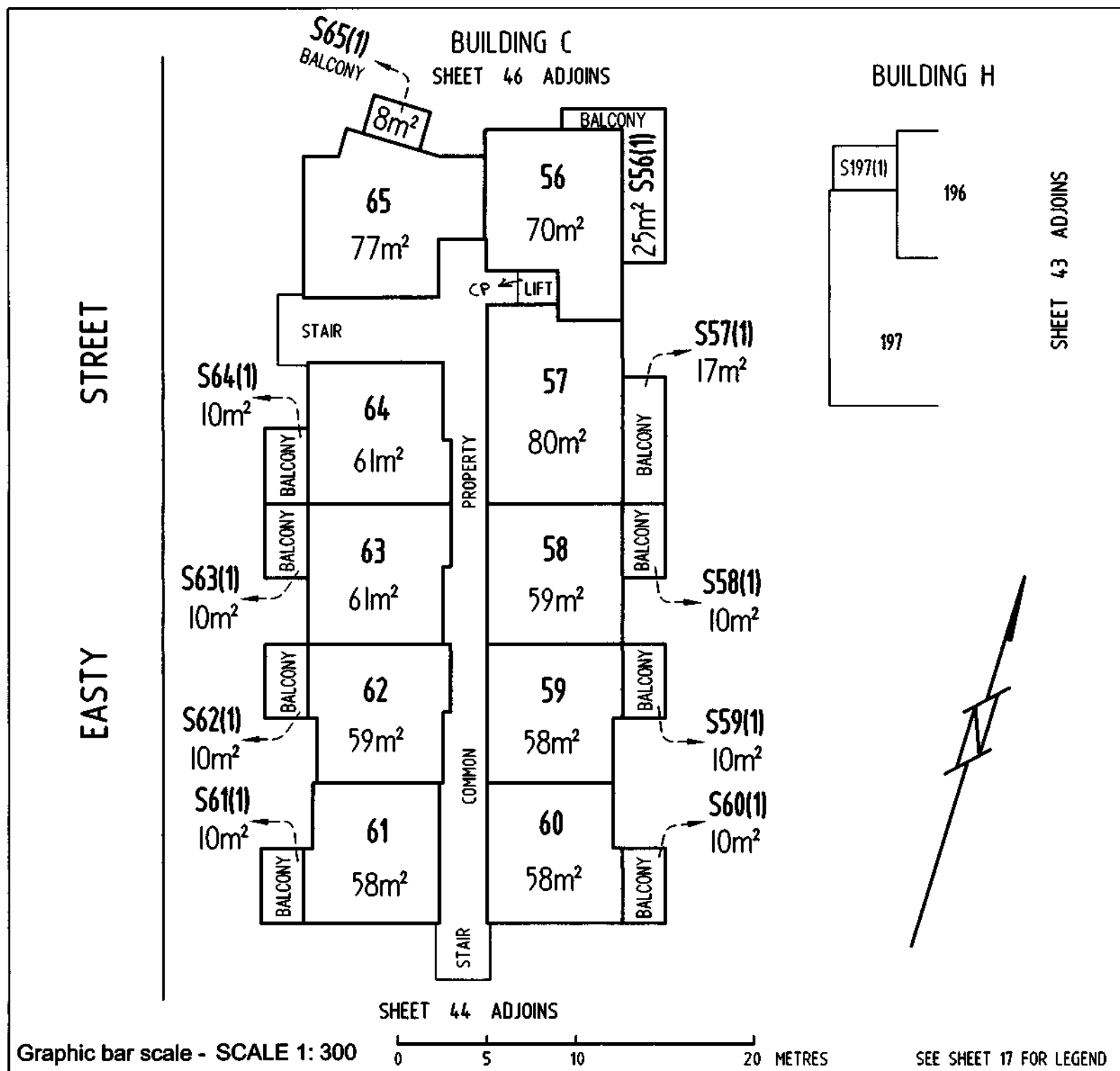
Department of Justice and Community Safety

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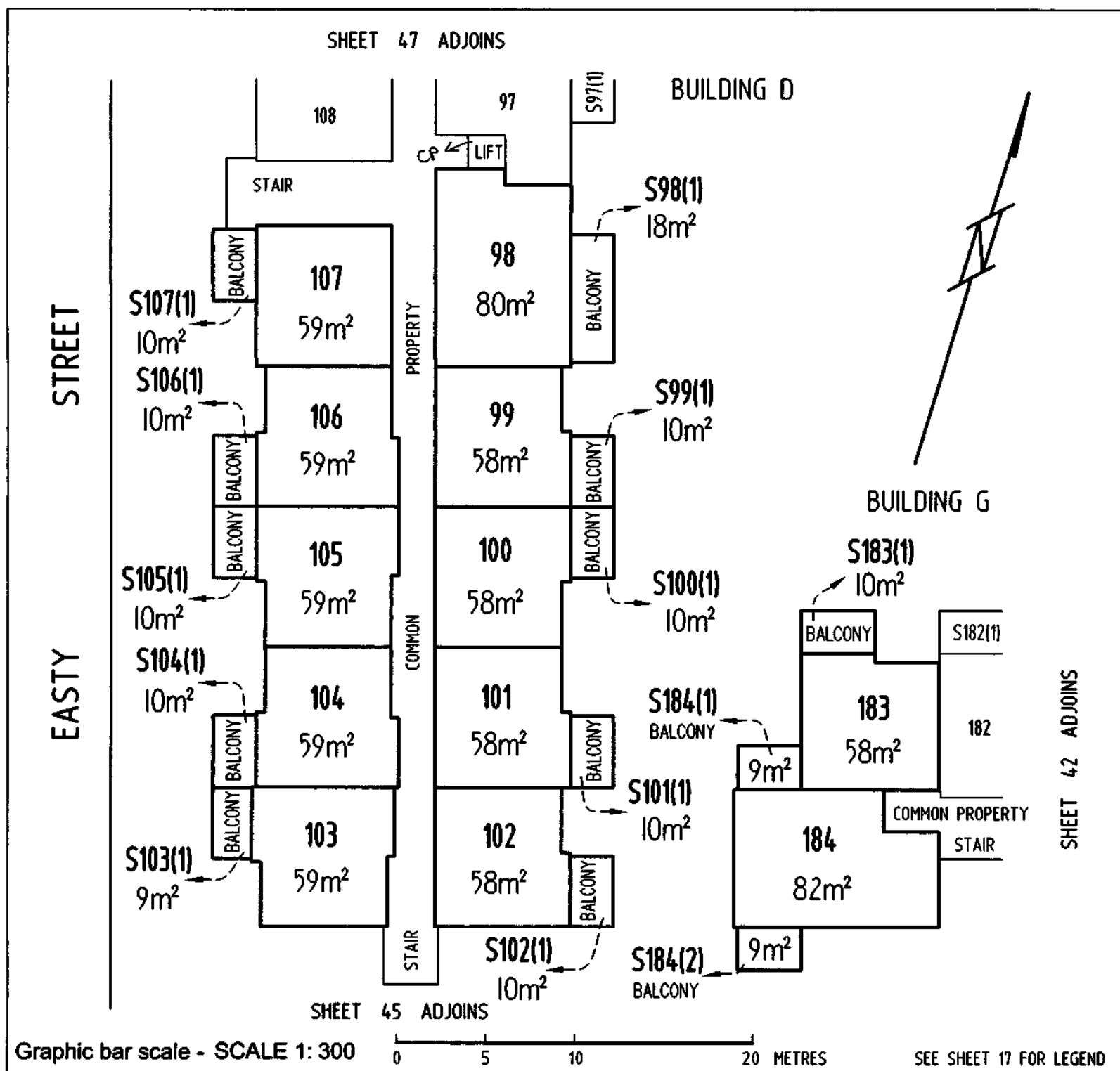
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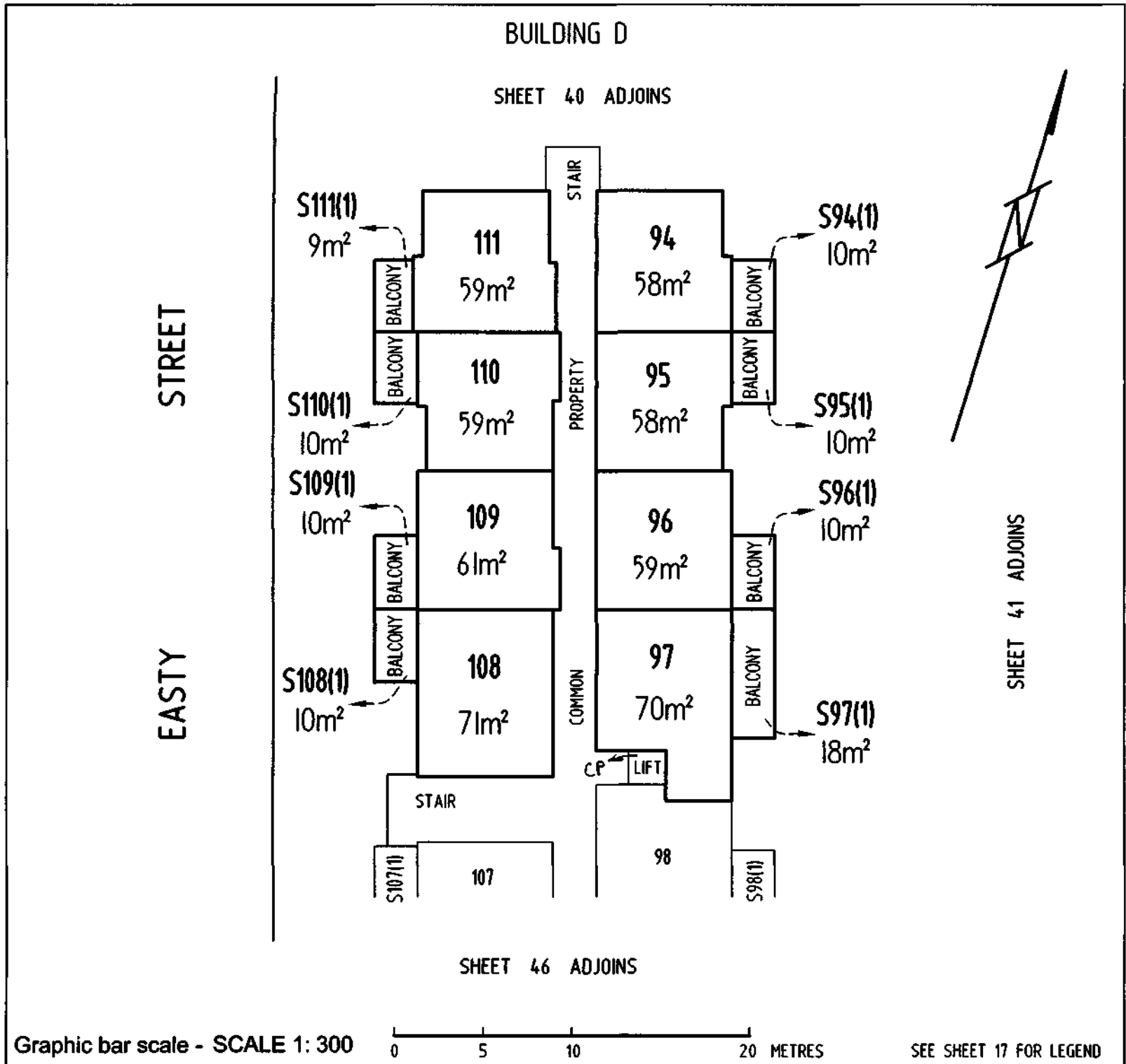
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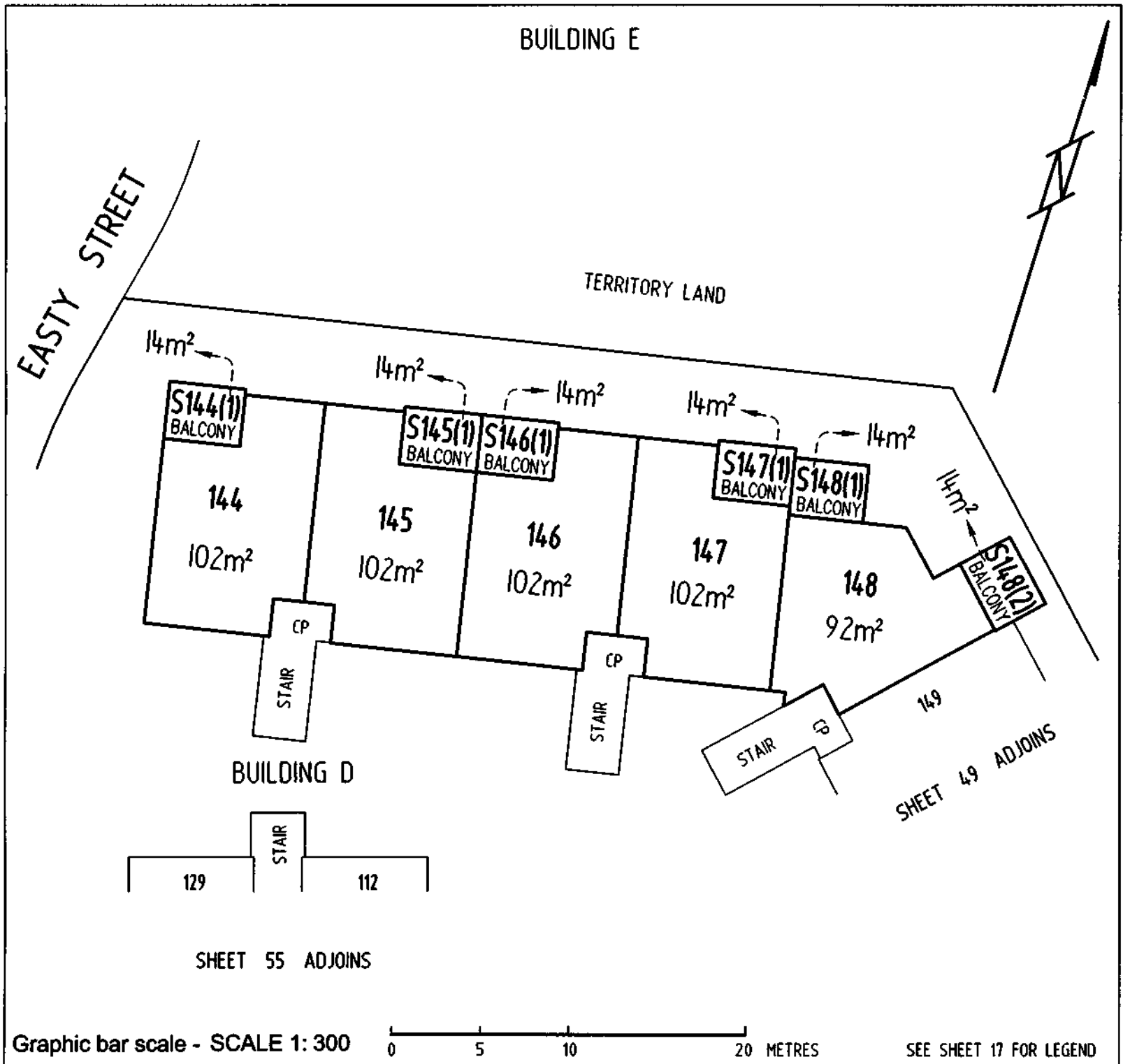
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

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FLOOR PLAN

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FLOOR NUMBER	SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES
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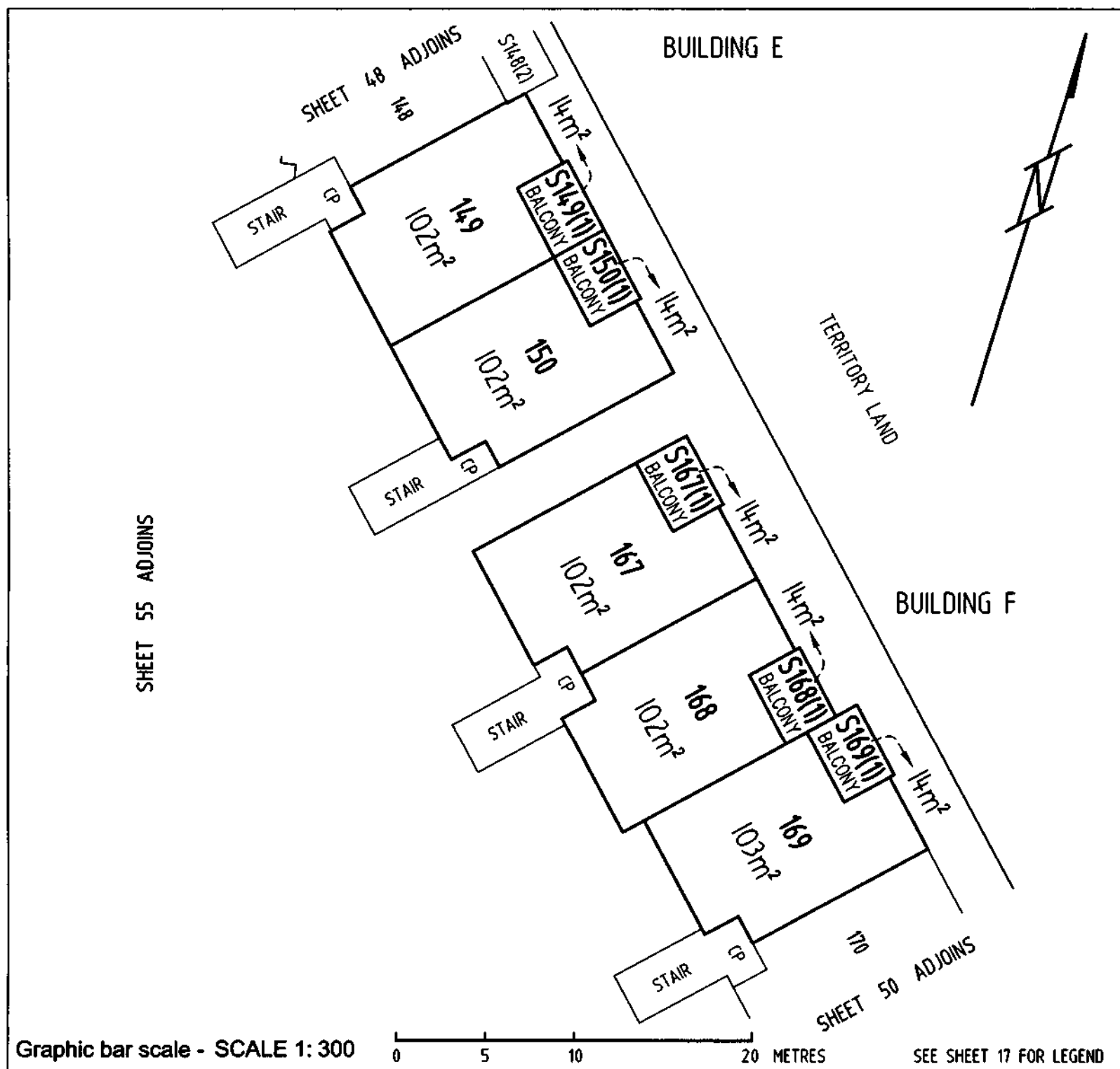
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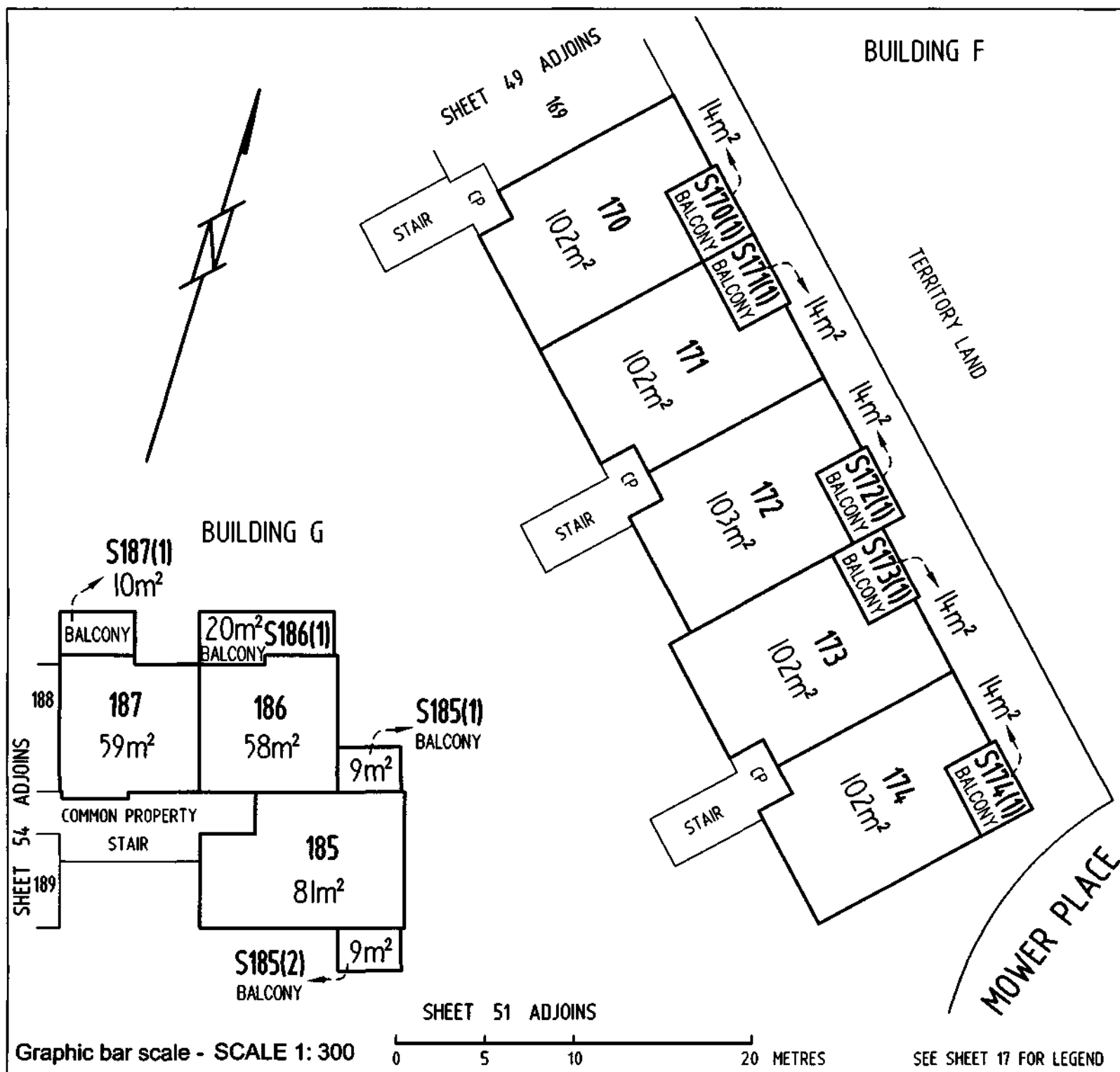
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Department of Justice and Community Safety

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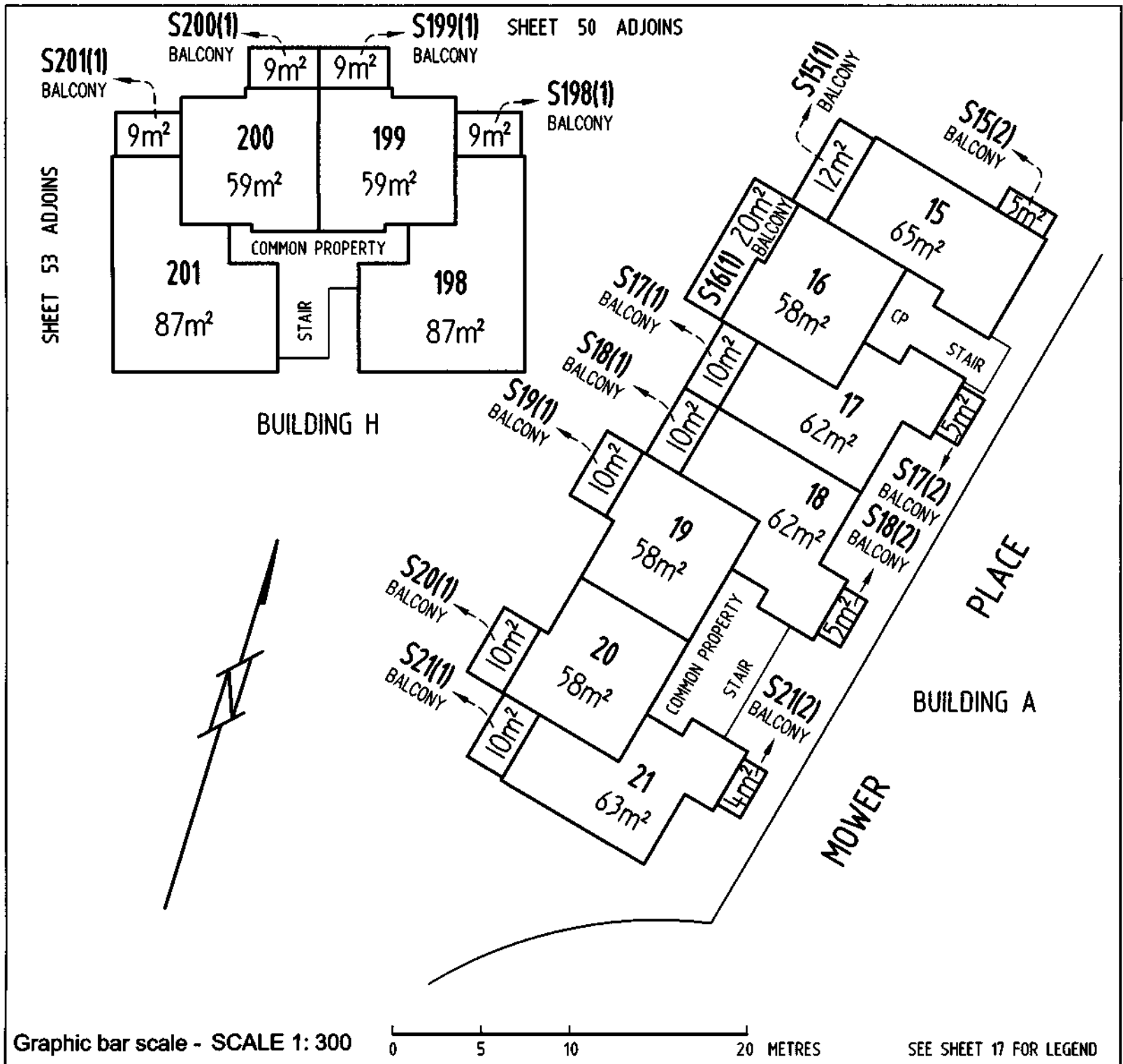
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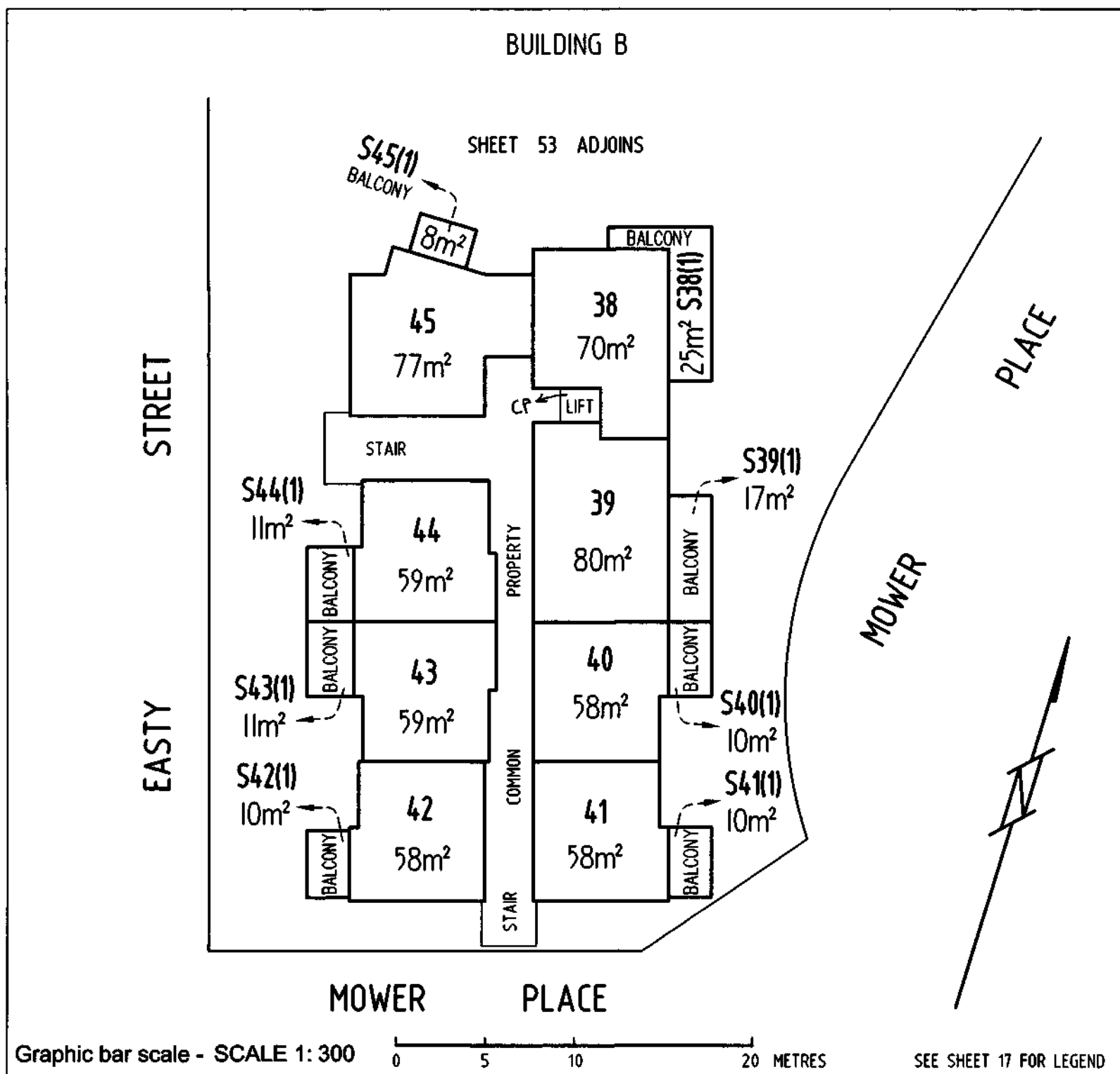
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ACT REGISTRATION NO-014-0417 Register

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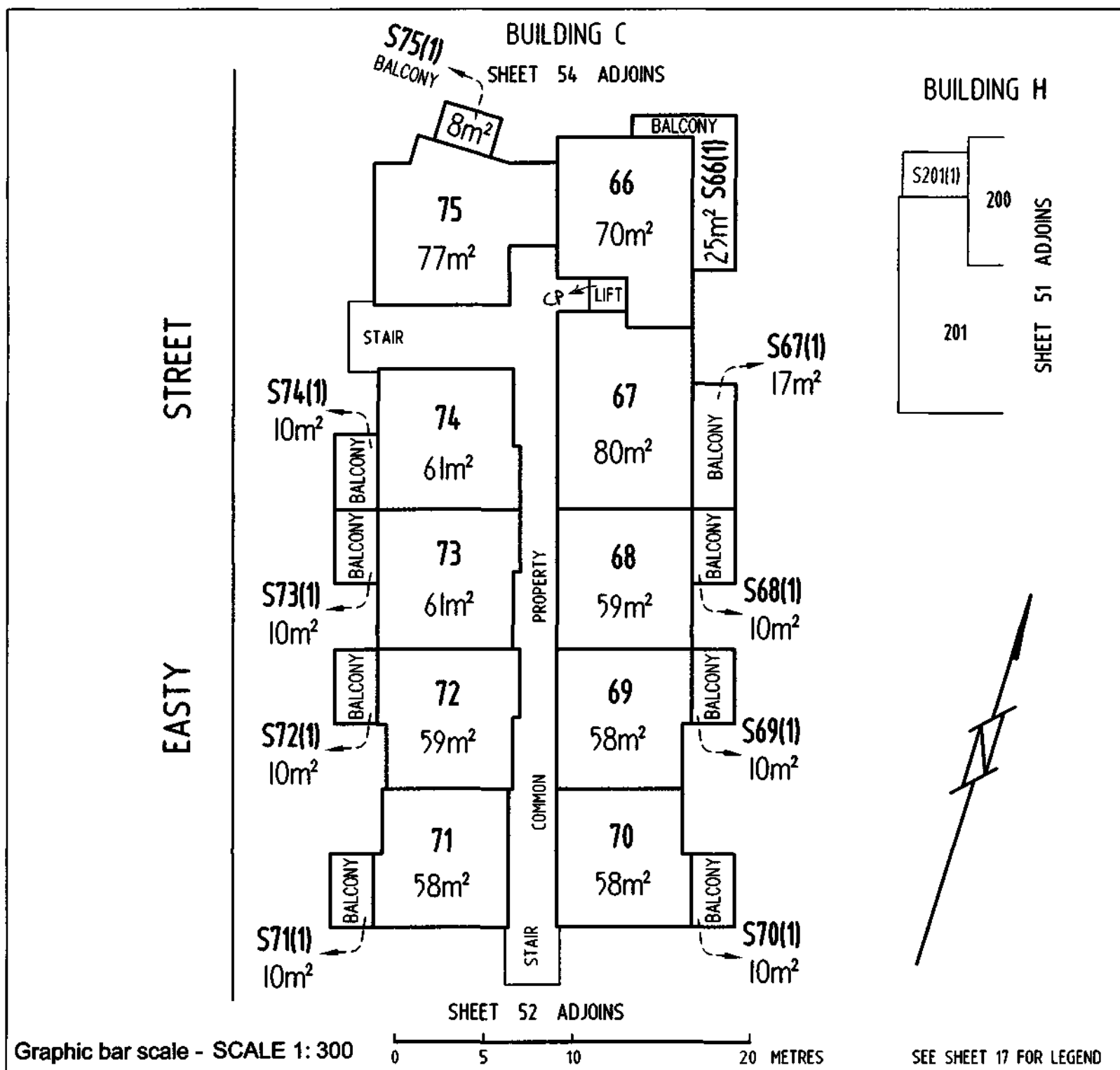
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Department of Justice and Community Safety

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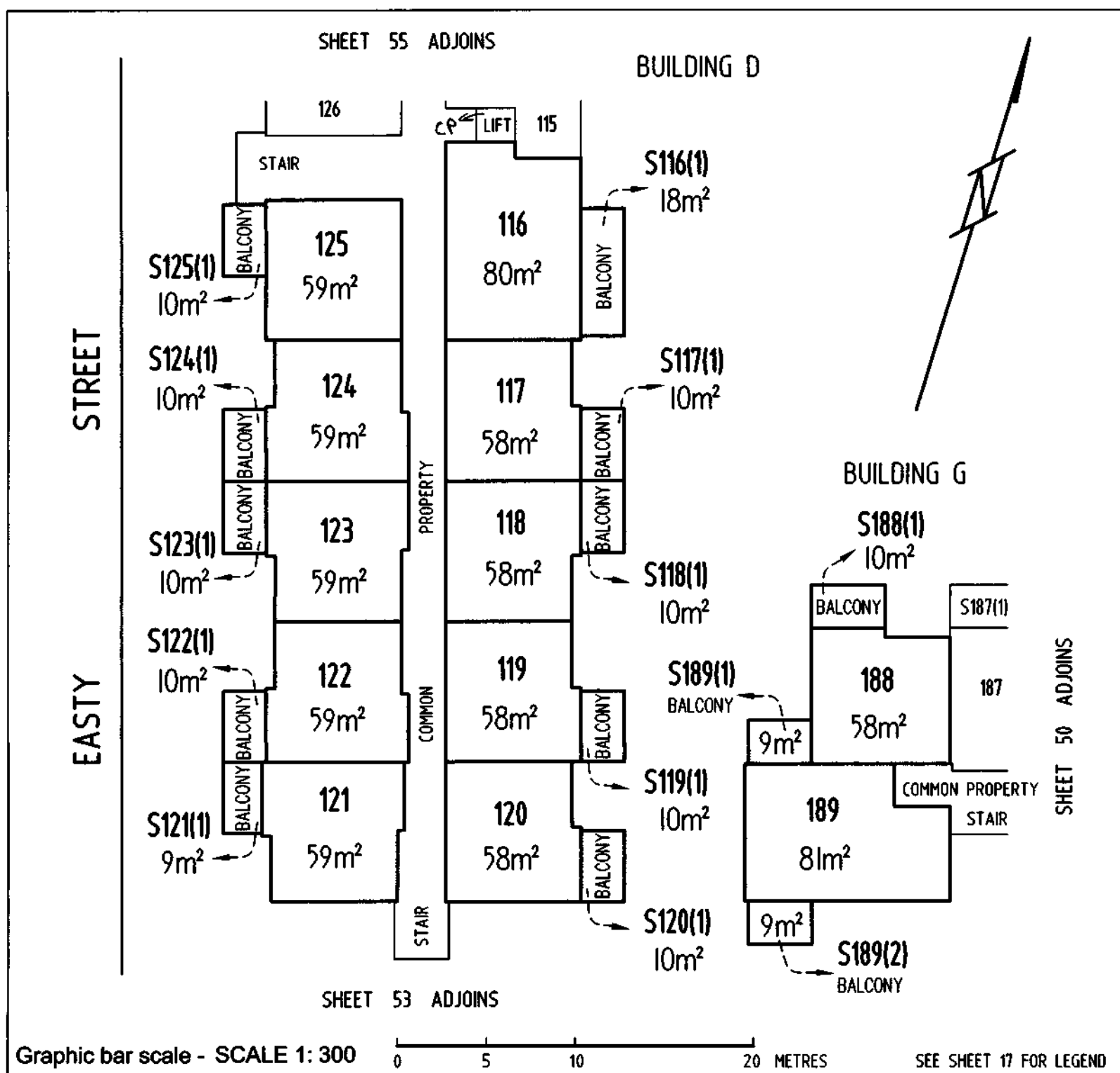
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LAND TITLES

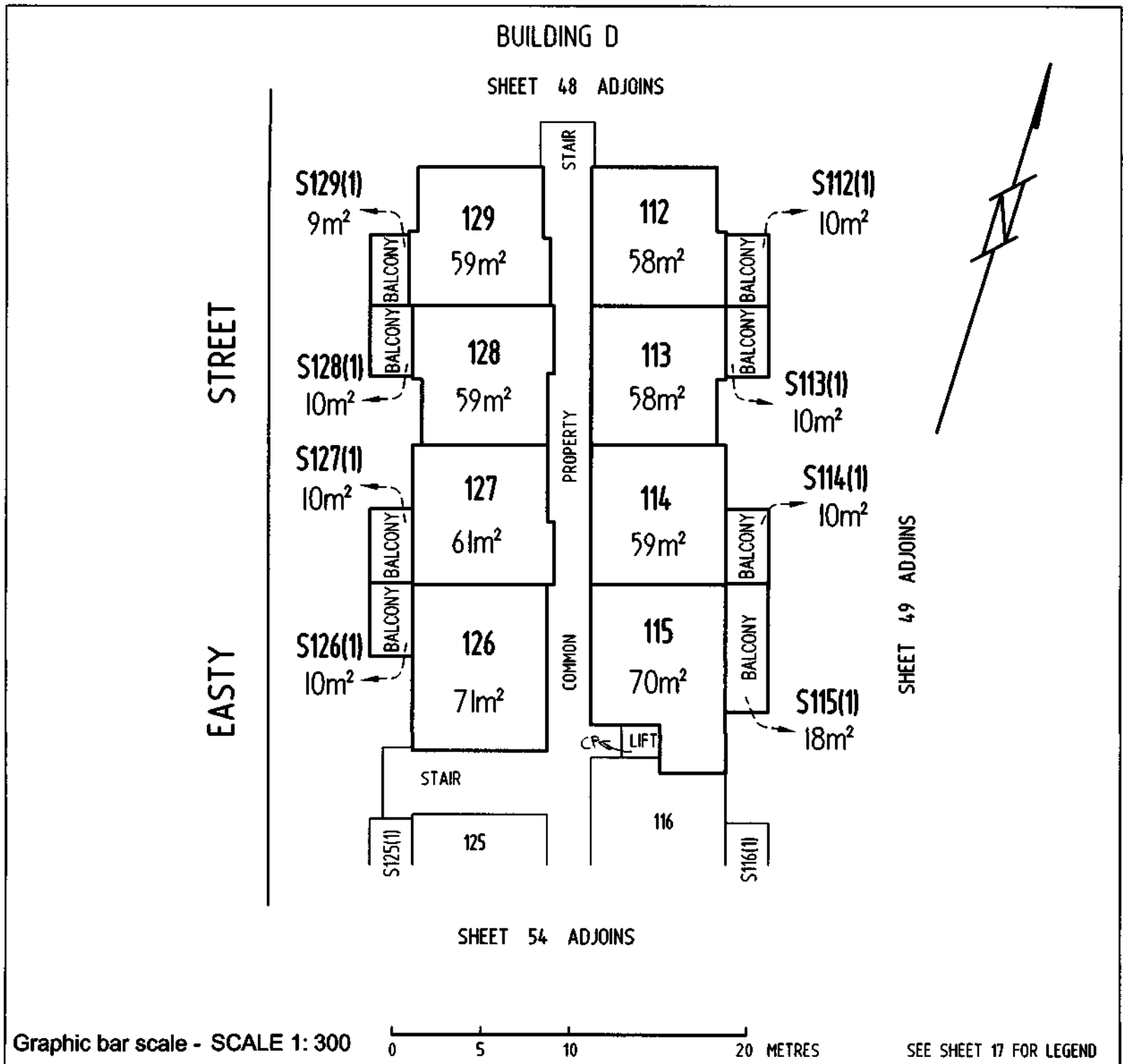
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

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Registered Proprietor

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FORM 4

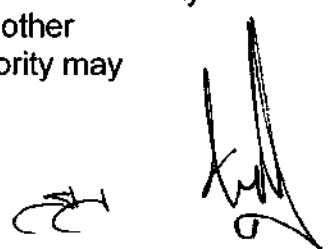
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4066

Block 2 Section 177 Division of PHILLIP

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 eighth day of September Two thousand one hundred and thirteen.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 201 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to 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;
- (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.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the 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 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of 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;

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- (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.

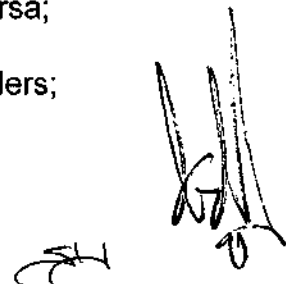
5. In this schedule unless the contrary intention appears:

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

SH



- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (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;

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- (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.

4

DATED the Twenty ^{sixth} ~~ninth~~ day of November 2014.




Sharon Harmer

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

LESSEE: WODEN RESI G PTY LIMITED A.C.N. 160 726 803

WODEN RESI D PTY LIMITED A.C.N. 160 742 156

by its attorney Alfonso del Rio
pursuant to Power of Attorney
ACT registration no. 0140417.

FORM 5

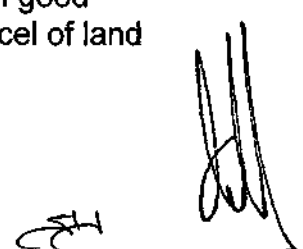
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4066

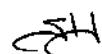
Block 2 Section 177 Division of PHILLIP

**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 eighth day of September Two thousand one hundred and thirteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 4066 ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;



- (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) 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.

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

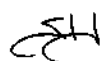
- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of 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 Land Act 2002.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed as the context permits or requires on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 4066';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;



- (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...²⁴Twenty ~~and~~ sixth... day of...November..... 2014.




Sharon Harmer

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

LESSEE: WODEN RESID PTY LIMITED A.C.N. 160 726 803

WODEN RESID PTY LIMITED A.C.N. 160 742 156

by its attorney Alfonso del Rio
pursuant to Power of Attorney
ACT registration no. 0140417.



**CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602**

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	33	Block	2	Section	177	Suburb	PHILLIP
-------------	-----------	--------------	----------	----------------	------------	---------------	----------------

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

No Yes

- | | | |
|--|-------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |

Certificate Number: 75144

Dated: 21-NOV-14

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

Customer Service Centre

Date: 29-APR-22 10:07:39

Applicant's Name :

Brown, Kylie

E-mail Address :

reception@kjblaw.com.au

Client Reference :

SSH: 53466

**Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-APR-2022 10:07

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

PHILLIP Section 177/Block 2/Unit 33

Building Class: A

Area(m2): 16,535.6

Unimproved Value: \$12,000,000

Year: 2021

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

Information on exempt developments can be found at

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

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-APR-2022 10:07

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

----- END OF REPORT -----

UNIT TITLE CERTIFICATE

Section 119

The Owners - Units Plan No. 4066

Unit No: 33

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

Entitlements

Unit Entitlement: **41**

Total Building Entitlements: **10,000**

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

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd
231/29 Braybrooke Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at (Section 119(1)(l)):

Address: **LMM Solutions Pty Ltd
231/29 Braybrooke Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee (Section 119(1)(a))

Office	Name	Address
Chairperson		
Secretary	Mr L Daveson	108/121 Easty Street PHILLIP ACT 2606
Treasurer	Mr D Tantri & Ms C Niap	32 Pridham Street FARRER ACT 2607
Committee	Ms D Gibbons	140/121 Easty Street PHILLIP ACT 2606
	Mr A & Mrs S Carmody	PO Box 7271 KALEEN ACT 2617
	Ms D Smith	130/121 Easty Street PHILLIP ACT 2606
	Mr J Fountain	Unit 144, 121 Easty Street PHILLIP ACT 2606
	Mr Z Hedjazi	66/121 Easty Street PHILLIP ACT 2606

UNIT TITLE CERTIFICATE**Section 119****Units Plan No. 4066 - Unit 33****Funds Details (Section 119(1)(d) (i) to (iv))****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$2,412.40**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/02/22 to 30/04/22	603.10	15/04/22	24/03/22	0.00	15/04/22
01/05/22 to 31/07/22	603.10	01/07/22		0.00	01/07/22
01/08/22 to 31/10/22	603.10	01/10/22		0.00	01/10/22
01/11/22 to 31/01/23	603.10	01/01/23		0.00	01/01/23

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/04/22****Special contributions payable to Administration Fund:**

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

Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$1,071.40**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/02/22 to 30/04/22	267.85	15/04/22	24/03/22	0.00	15/04/22
01/05/22 to 31/07/22	267.85	01/07/22		0.00	01/07/22
01/08/22 to 31/10/22	267.85	01/10/22		0.00	01/10/22
01/11/22 to 31/01/23	267.85	01/01/23		0.00	01/01/23

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/04/22****Special contributions payable to Sinking Fund:**

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

Amount (if any) outstanding (credit shown with -) **Nil****Other amounts owing**Rate of interest payable **10.00** per cent

Purpose	Fund	Amount	Interest Owing	Amount Due
Other	Other	1.60	Due Date	1.60

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$1.60**

UNIT TITLE CERTIFICATE**Section 119****Units Plan No. 4066 - Unit 33****Insurance Policies (Section 119(1)(c))**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Strata Insurance	HU0008185	71,662,500.00	28/10/22	28/10/21	53,743.98
<i>CATASTROPHE</i> CHU Strata Insurance	HU0008185	Not selected	28/10/22	28/10/21	53,743.98
<i>COMMON AREA CONTENTS</i> CHU Strata Insurance	HU0008185	716,625.00	28/10/22	28/10/21	53,743.98
<i>FIDELITY GUARANTEE</i> CHU Strata Insurance	HU0008185	250,000.00	28/10/22	28/10/21	53,743.98
<i>GOVT AUDIT COSTS</i> CHU Strata Insurance	HU0008185	25,000.00	28/10/22	28/10/21	53,743.98
<i>LEGAL EXPENSES</i> CHU Strata Insurance	HU0008185	50,000.00	28/10/22	28/10/21	53,743.98
<i>LOSS OF RENT</i> CHU Strata Insurance	HU0008185	10,749,375.00	28/10/22	28/10/21	53,743.98
<i>LOT OWNERS IMPROVE</i> CHU Strata Insurance	HU0008185	250,000.00	28/10/22	28/10/21	53,743.98
<i>MACHINERY BREAKDOWN</i> CHU Strata Insurance	HU0008185	100,000.00	28/10/22	28/10/21	53,743.98
<i>OFFICE BEARERS</i> CHU Strata Insurance	HU0008185	10,000,000.00	28/10/22	28/10/21	53,743.98
<i>PUBLIC LIABILITY</i> CHU Strata Insurance	HU0008185	30,000,000.00	28/10/22	28/10/21	53,743.98
<i>VOLUNTARY WORKERS</i> CHU Strata Insurance	HU0008185	\$200,000/2,000	28/10/22	28/10/21	53,743.98
<i>WORKERS COMPENSATION</i> CHU Strata Insurance	HU0008185	Selected	28/10/22	28/10/21	53,743.98
<i>WORKPLACE H&S</i> CHU Strata Insurance	HU0008185	100,000.00	28/10/22	28/10/21	53,743.98

Fund Balances (Section 119(1)(d) (v))

Balances as at: 02 May 2022

Administrative Fund	34,773.36
Sinking Fund	451,646.54

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 4066 - Unit 33

Developer Control Period (Section 119(1)(f))

Developer Control Period Expiry Date: 01 December 2014

Borrowed Money (Section 119(1)(g))

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

NIL

Sustainability Infrastructure (Section 119(1)(h))

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

NONE

Crown Lease Extension Application (Section 119(1)(j))

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

NOT APPLICABLE

Ongoing Development Approval (Section 119(1)(k))

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

NONE

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 4066 - Unit 33

The Common Seal of the Owners U.P. 4066 was hereunto affixed on 02 May 2022 in the presence of LMM Solutions Pty Ltd by its duly authorised officer.



S. Lause

Dated at Canberra the **02 May 2022**

INSURANCE REPORT

Units Plan No. 4066

121 Easty Street & 15 Mower Pl

PHILLIP ACT 2606

Type BUILDING	Sum Insured \$71,662,500	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments Other: \$1000 / Water Damage & Burst Pipes \$2,500 Flood Cover Included	

Type LOSS OF RENT	Sum Insured \$10,749,375	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments Other: \$1000 / Water Damage & Burst Pipes \$2,500	

Type CATASTROPHE	Sum Insured Not selected	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type PUBLIC LIABILITY	Sum Insured \$30,000,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type FIDELITY GUARANTEE	Sum Insured \$250,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type OFFICE BEARERS	Sum Insured \$10,000,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

INSURANCE REPORT

2 May 2022

Units Plan No. 4066121 Easty Street & 15 Mower Pl
PHILLIP ACT 2606

Type VOLUNTARY WORKERS	Sum Insured \$200,000/2,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type GOVT AUDIT COSTS	Sum Insured \$25,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type LEGAL EXPENSES	Sum Insured \$50,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments Excess: \$1000	

Type WORKPLACE H&S	Sum Insured \$100,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

Type MACHINERY BREAKDOWN	Sum Insured \$100,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments Excess: \$1000	

Type LOT OWNERS IMPROVE	Sum Insured \$250,000	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022
	Facsimile	Excess/Comments	

INSURANCE REPORT

Units Plan No. 4066

121 Easty Street & 15 Mower Pl
PHILLIP ACT 2606

Type WORKERS COMPENSATION		Sum Insured Selected	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022	
	Facsimile	Excess/Comments Other: \$1000 / Water Damage & Burst Pipes \$2,500		

Type COMMON AREA CONTENTS		Sum Insured \$716,625	Premium \$53,743.98	Date Last Paid 28/10/21
Company/Broker CHU Strata Insurance PO Box 507 MILSONS POINT NSW 1565	Telephone 1300 361 263	Policy Number HU0008185	Due Date 28 October 2022	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0008185
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	28/10/2021 to 28/10/2022 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4066
Situation	121 EASTY STREET PHILLIP ACT 2606
Additional description	INCORPORATES 15 MOWER PLACE

Policies Selected

Policy 1 – Insured Property

Building: \$71,662,500

Common Area Contents: \$716,625

Loss of Rent & Temporary Accommodation (total payable): \$10,749,375

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Selected

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$10,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

25/10/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

11 March 2021

To all Owners
UP4066 – Wilara
121 Easty Street & 15 Mower Place
PHILLIP ACT 2606

Dear Owner

UP4066 - WILARA
Minutes of Annual General Meeting 2021

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'L Upton', written over a light blue horizontal line.

Lauren Upton

Director | Owner

Cert IV in Property Services (Operations)

LMM Solutions Pty Ltd

P 02 5110 3200
M 0409 989 108
E Lauren@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2021

UNITS PLAN 4066 - WILARA

121 EASTY STREET & 15 MOWER PLACE, PHILLIP

- Held:** On Tuesday, 2 March 2021 at 6.00 pm.
- At:** LMM Solutions office, 231/29 Braybrooke Street, Bruce and via Microsoft Teams.
- Present:** Mr P Sweeney (Unit 7), Mr N Caldwell (Unit 13), Mr A & Mrs S Carmody (Unit 21), Mr N Hoitink (Unit 62), Mr L Daveson (Unit 108), Ms S Matters (Unit 112), Ms K Stratton (Unit 113), Mr M Hammond (Unit 119), Ms D Smith (Unit 130), Ms D Gibbons (Unit 140) and Mr J Fountain (Unit 144).
Mrs L Upton and Miss A Tetley representing LMM Solutions Pty Ltd.
- Proxies:** None.
- Absentees:** Mr H L & Ms Y Li (Unit 103), Mrs C Bhutia & Mr P Gopalan (Unit 138), Mr P & Mrs A McGregor (Unit 167) and Mr N Andriolo (Unit 173).
- Apologies:** None.
- Chair:** Mr J Fountain was elected chairperson for the meeting.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

MINUTES

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

CARRIED

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

- MOTION 2a:** That the Owners Corporation of UP4066 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

LAPSED

Secretarial note – the following amendment was put forward by Ms D Smith. Discussed and agreed by the Owners present as it does not change the intent of the Motion.

- MOTION 2b:** It was resolved that the Owners Corporation of UP4066 agree to accept that, in addition to in-person meetings, meetings can also be held via audio or video link, or in a hybrid format combining two or more of these communication methods, and that a person attending by any one of these methods is taken to be present at the meeting.

CARRIED

INSURANCE

The Owners Corporation holds insurance cover with CHU Residential Strata Insurance as follows:

Policy No: HU0008185	Due date - 28/10/21
Building replacement	\$68,250,000
Excess	\$1,000.00
Premium	\$39,423.65

Those present agreed that this cover appeared adequate at this time. However, owners present also agreed to obtaining a quote for catastrophe insurance at the time of renewal for the consideration of the Executive Committee and, if approved in majority, will be included in the new insurance policy.

MOTION 3: It was resolved that the Owners Corporation of UP4066 acknowledge the Certificate of Currency and review of the insurance claims report (if any) as presented. **CARRIED**

ACCEPTANCE OF FINANCIAL STATEMENTS

The financial report had been circulated to all owners. The financial statements showed a balance of \$31,380.25 in the Administrative Fund and a balance of \$366,724.80 in the Sinking Fund. The balance of the Cash at Bank Account is \$410,116.87.

MOTION 4: It was resolved that the Owners Corporation of UP4066 accept the financial statements as presented. **CARRIED**

AUDITING OF FINANCIAL RECORDS

Amended legislation discussed with Owners present.

MAINTENANCE PLAN/SCHEDULE

MOTION 5: It was resolved that the Owners Corporation of UP4066 has reviewed the Maintenance Plan as presented and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

Matters arising from the Maintenance Plan and building condition.

None.

BUDGET DEBATE

Administrative Fund

MOTION 6: It was resolved that the proposed Administrative Fund budget and contribution amount of \$455,000.00 (excl. GST) be adopted. **CARRIED**

Sinking Fund

MOTION 7: It was resolved that the proposed Sinking Fund budget and contribution amount of \$190,235.00 (excl. GST) be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 8: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 February 2021, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 February 2021	30 April 2021	1 April 2021
Levy 2	1 May 2021	31 July 2021	1 July 2021
Levy 3	1 August 2021	31 October 2021	1 October 2021
Levy 4	1 November 2021	31 January 2022	1 January 2022

CARRIED

Secretarial note – Owners present discussed the prospect of investing surplus funds, seeing as the cash at bank is not earning any interest. In principle, the Owners agreed this would be a good idea however the Strata Manager recommended that any decision be delayed due to possible intercom upgrades. Discussed and agreed.

ELECTION OF COMMITTEE

MOTION 9: It was resolved that the Owners Corporation of UP4066 elect 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Unit 13 – Mr N Caldwell	Unit 130 – Ms D Smith (Secretary)
Unit 21 – Mr A Carmody	Unit 140 – Ms D Gibbons
Unit 112 – Ms S Matters	Unit 144 – Mr J Fountain (Treasurer)
Unit 119 – Mr M Hammond (Chair)	

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager.

RULE AMENDMENTS AND ADDITIONS (see Attachment A) - Special Resolutions

MOTION 10: It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

MOTION 11: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

MOTION 12: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 13: It was resolved that the Owners Corporation of UP4066 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

MOTION 14: That the Owners Corporation of UP4066 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **CARRIED**

GENERAL BUSINESS

Pool gate lockdown – update and advice

The Strata Manager updated the Owners present in relation to making the pool area more secure – preventing non-residents from access. Previous discussions considered the possibility of locking down two of the gates and installing fob readers on the other two. The Strata Manager confirmed that the security contractor (SMR Communications) believed that this would be possible however without having higher pool fencing, access could not be prevented.

The possibility of raising the height of the pool fence was considered in the context of two gates being locked down and the other two being installed with fob security access. However, it was noted that raising the height of the pool fence in this context would prevent anyone without authorised access rendering assistance in an urgent situation. The Strata Manager advised that this is not a requirement of legislation however their concern was understood. An owner suggested that an emergency alarm or button could be installed to provide access in case of emergency.

This will be further discussed with the incoming Committee.

Junk mail baskets/bins

The Building Manager requested for the Committee/Owners Corporation install baskets or garbage bins at each letterbox bank so that junk mail can be discarded appropriately.

At this point in time, either junk mail builds up in each letterbox or is placed on the top of each bank. These items end up on the ground or distributed around the development when windy.

Following discussion with the Owners it was agreed to trial baskets for a 6-to-12-month period. The Strata Manager will make arrangements with the Building Manager for installation of appropriate baskets/bins.

Intercoms – repairs and replacements

The Strata Manager was pleased to advise the Owners present that at the last minute, the quote came through from SMR Communications for replacement of the intercom systems. This was quoted on a building-by-building basis.

The contractor advised that that problems with the unit intercoms generally stems from the door stations. His recommendation is that when a door station no longer works properly, this would be the opportune time replace the station and all associated unit intercoms.

The quote provided for both audio and video replacements – with the video intercoms being a little more expensive. However, the benefit of the video system is that you can see who is at the door and it also takes a photo of the person/s when the doorbell is rung.

Owners present had some queries about the video system – namely:

- What is the trigger to take the photo?
- Where is the photo stored?
- How long is the photo stored for?
- Is this a closed system? (In other words, are other people able to access the photos?)
- Would the replacement of the internal intercoms address the audio issues being experienced?

The Strata Manager will obtain answers from the contractor and onforward to the Committee for their consideration and advice.

Thanks to the Building Manager

The Owners present wanted to excess their thanks and gratitude for the great service and hard work of their current Building Manager – Gavin Dunley.

With no further business, the meeting closed at 8.15 pm.

Unit Titles (Management) Act 2011- Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions[†]

A1 - The Owners Units Plan No: 4066

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Tuesday, 2 March 2021

Tick applicable box, or both boxes if applicable:

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☒ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Tuesday, 2 March 2021

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.

Seal affixed: Tuesday, 2 March 2021

Signed:



Title: Strata Manager



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ 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 after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (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 s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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



Strata Management
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22 March 2022

To all Owners
UP4066 – Wilara
121 Easty Street & 15 Mower Place
PHILLIP ACT 2606

Dear Owner

UP4066 - WILARA
Minutes of Annual General Meeting 2022

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Amy Tetley
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Amy@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2022

UNITS PLAN 4066 - WILARA

121 EASTY STREET & 15 MOWER PLACE, PHILLIP

Held: On Tuesday, 15 March 2022 at 6.00pm.

At: Abode Apartment Hotel – Ainslie Room - 10 Bowes Street, Phillip
and Teleconference

Present: Mr J Collings (Unit 17), Mr A Carmody (Unit 21), Mr C Lidman (Unit 31),
Mr J Matesic (Unit 56), Mr Z Hedjazi (Unit 66), Mr J Holt (Unit 69),
Mr B Stephens (Unit 92), Mr L Daveson (Unit 108), Ms S Matters (Unit 112),
Ms K Stratton (Unit 113), Mr M Hammond (Unit 119), Ms D Smith (Unit 130),
Mr D Tantri (Unit 133), Ms D Gibbons (Unit 140), Ms A Garth (Unit 142),
Mr J Fountain (Unit 144), Mr S Bullen (Unit 153), Ms C Irish (Unit 163),
Mr S Lausberg (Unit 169) and Ms S Kong (Unit 199).
Miss A Tetley and Mrs L Upton representing LMM Solutions Pty Ltd.

Proxies: None.

Absentees: Mr P & Mrs Surkus (Unit 8), Mr J Titheradge & Mrs A Tooth (Unit 49),
Mr A Meppem (Unit 120), Mrs C Bhutia & Mr P Gopalan (Unit 138) and
Mr D & Mrs K Carn (Unit 143).

Apologies: Ms C Chen (Unit 38) and Mr P Prasad (Unit 134).

Chair: Mr M Hammond was elected chairperson for the meeting.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were
Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the
Unit Titles (Management) Act 2011.

MINUTES

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

CARRIED

Matters arising from Minutes

Amendment to *Acceptance of Financial Statements*; the balance of *cash at bank* should read
\$409,679.15.

INSURANCE

The Owners Corporation holds insurance cover with CHU Residential Strata Insurance as follows:

Policy No: HU0008185	Due date - 28/10/2022
Building replacement	\$71,662,500
Excess	\$2,500 \$1,000
Premium	\$53,743.98

Owners present raised whether to include catastrophe cover in the policy. This cover is to protect for an escalation of costs following a declared catastrophe and is available for an additional 15% or 30% of the building replacement value. It is declared when an event has been deemed a State Emergency by the Government (i.e. bush fire or flood).

The Manager presented the additional premiums payable for either option, 15% at \$1,226.67 or 30% at \$2,260.82.

A vote was taken and majority Owners present agreed the current cover appeared adequate and to not include catastrophe cover at this time, due to the location of the complex and unlikelihood of a nominal event occurring resulting in a *State Emergency*.

MOTION 2: It was resolved that the Owners Corporation of UP4066 acknowledge the Certificate of Currency and review of the insurance claims report as presented. **CARRIED**

INSURANCE VALUATION

MOTION 3: It was resolved that the Owners Corporation of UP4066 authorise the Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation. **CARRIED**

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 4: It was resolved that the Owners Corporation of UP4066 accept the financial statements as presented. **CARRIED**

AUDITING OF FINANCIAL RECORDS

MOTION 5: It was resolved that the Owners Corporation of UP4066 delegate the acceptance of the Auditors Review of the 2020-2021 financials to the Executive Committee with a copy of the report being distributed to all Owners with the Executive Committee Minutes within the 2021-2022 financial year. **CARRIED**

SINKING FUND PLAN

MOTION 6: It was resolved that the Owners Corporation of UP4066 give consent to obtain an updated Sinking Fund Forecast Report to be reviewed and accepted by the Executive Committee. **CARRIED**

MAINTENANCE PLAN/SCHEDULE

MOTION 7: It was resolved that the Owners Corporation of UP4066 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

EMERGENCY EVACUATION PLAN

MOTION 8a: It was resolved that the Owners Corporation of UP4066 authorise an appropriately certified company to develop emergency evacuation plans and have them installed to meet Australian Standard requirements. **LAPSED**

MOTION 8b: It was resolved that the Owners Corporation of UP4066 authorise an appropriately certified company to develop emergency evacuation plans, in consultation with the Executive Committee, and have them installed to meet Australian Standard requirements. **CARRIED**

Secretarial Note – it was agreed by members present to include the final diagrams in the Alternative Rules and send out to all Owners and Property Managers.

BUDGET DEBATE

Administrative Fund

MOTION 9: It was resolved that the proposed Administrative Fund budget and contribution amount of \$534,900.00 (excl. GST) be adopted. **CARRIED**

Secretarial Note – following advice the expenditure allocation under line item 'Utilities – Electricity' was under budgeted, the Manager proposed alternative expenditure allocations, noting this does not alter the proposed contribution amount. Presenting the proposed amendments to Owners physically present, amendments were agreed. The amended budget expenditure is attached to the Minutes for Owners reference.

Sinking Fund

MOTION 10: It was resolved that the proposed Sinking Fund budget and contribution amount of \$237,559.00 (excl. GST) be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 11: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 February 2022, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 February 2022	30 April 2022	15 April 2022
Levy 2	1 May 2022	31 July 2022	1 July 2022
Levy 3	1 August 2022	31 October 2022	1 October 2022
Levy 4	1 November 2022	31 January 2023	1 January 2023

CARRIED

ELECTION OF COMMITTEE

MOTION 12: It was resolved that the Owners Corporation of UP4066 by Special Resolution elects 9 positions to form the Executive Committee. **CARRIED**

MOTION 13: It was resolved that the Owners Corporation of UP4066 nominates and elects Owners to fill the elected positions until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting and the Executive Committee positions were appointed:

Ms C Irish - Chair	Mr L Daveson - Secretary	Mr D Tantri - Treasurer
Ms A Garth	Mr J Fountain	Ms D Smith
Mr A Carmody	Mr Z Hedjazi	Ms D Gibbons

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager.

LIFT MAINTENANCE – Special Resolution

MOTION 14: It was resolved that the Owners Corporation of UP4066 agree to change the requirements of lift maintenance contributions to be levied only to Units 22 to 129 with the funds being raised in a separate Lift Administrative Fund.

FAILED

Secretarial Note – for the Motion to pass, the following (as set out in the UTMA, Sch. 3 s.316) needed to be met:

- a. *The number of votes cast in favour of the resolution is greater than the number of votes cast against it; and*
- b. *The votes cast against the resolution number not more than ¼ of the total number of votes that can be cast on the resolution by people present at the meeting (including proxy votes).*

The following votes were recorded:

Yes – 14 **No** – 11 **Abstain** – None

As part b of the above requirements was not met, the Motion failed.

GENERAL BUSINESS

Smoking

Following numerous complaints of smoke drift in and around units, the Manager sent a courtesy email to all Owners and Property Managers on 27 February 2022 under subject *UP4066 – Smoke Drift & Noise – Wilara*.

Unfortunately, several complaints had since been raised, with concerns of the health and cost aspect (running aircon rather than fresh air) the smoke is causing.

The Manager recommended any persons experiencing smoke disturbances are to email the Manager with the unit details it is coming from. The Manager can then contact the reported unit and bring the disturbance to their attention seeking mindfulness of the smoke moving forward.

Should the above step not resolve the issue, the Manager recommends residents raising the issue with ACAT as it involves individual units and is therefore a civil matter.

Additional fob readers

To enhance the security of the complex, a suggestion was made at the Executive Committee meeting on 22 February 2022 to install fob readers to secure access from the basement to the

stairwells and was agreed to put forward at the AGM for a consensus from Owners whether to explore further or not.

The Manager advised this would include 18 readers in total; 15 x basement doors and recommended including the 3 lifts for the same purpose. And it was resolved by SMR Communications that, in the event of a power outage or fire emergency, the proposed additional fob readers could be programmed to automatically release the basement doors.

Owners present agreed the project is worth exploring, agreeing the proposals received be brought back to a General Meeting for all Owners consideration as recommended by the Manager.

It was queried whether the reader to the garage gate could also be programmed to open automatically in the event of a power outage or fire emergency. The Manager will investigate and return to the Committee with their findings for further direction.

Owners Corporation Network (OCN)

A member present raised concern of privacy and clearance of the Executive Committee agreeing to join the OCN on behalf of the Owners Corporation.

With concerns of private information distributed to an outside organisation, Committee members present confirmed no personal information of Owners or the development is provided unless individual Owners contact them directly.

Regarding clearance, in some work forces such as the public service, employees must obtain clearance of organisations they're involved with, as such the Owner advised the importance of notifying Owners when the Committee have decided to join the OCN. It was agreed moving forward all Owners will be notified when the Owners Corporation has joined the OCN.

Combustible cladding

Following discussion at the recent Wilara Executive Committee meeting (22 February 2022), the issue of combustible cladding was flagged for further discussion with all owners at the AGM, given that the ACT Government rebate scheme for testing and assessing the risk of combustible cladding in private buildings closes on 21 July 2022.

The Manager reported to the meeting that they had applied to the ACT Planning and Land Authority (ACTPLA) on behalf of Wilara, to obtain documents pertaining to its construction that may specify the types of building material used, and were waiting on the outcome of the application. The Manager informed the meeting that they would follow up with the incoming Executive Committee once they heard back from ACTPLA.

With no further business, the meeting closed at 9.18 pm.



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Units Plan No. 4066

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/21-31/01/22	BUDGET 01/02/21-31/01/22	BUDGET 01/02/22-31/01/23
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	455,001.60	455,000.00	534,900.00
Insurance Recoveries	2,122.98	0.00	0.00
Keys	3,366.01	0.00	0.00
S.119 Certificates	220.00	0.00	0.00
Interest On Overdue Levies	822.24	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	461,532.83	455,000.00	534,900.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Bas Preparation	681.80	600.00	600.00
Accounting - Tax Returns	227.27	250.00	250.00
Auditors - Audit Services	0.00	2,040.00	2,000.00
Bank Charges - Stratapay Fees	(1.34)	0.00	0.00
Cleaning - Building Internal	52,417.89	48,240.00	60,000.00
Cleaning - Carpark	0.00	0.00	3,000.00
Cleaning - Carpets	290.00	2,850.00	3,000.00
Cleaning - Gutter	0.00	2,500.00	2,500.00
Cleaning - Windows	5,000.00	5,500.00	5,500.00
Consumables	117.40	0.00	0.00
Electrical Repairs	780.00	0.00	0.00
Facilities Management	60,060.04	59,318.00	67,467.14
Fire Monitoring	5,749.26	0.00	2,400.00
Fire Protection Contract	5,659.11	6,150.00	6,200.00
Fire Prcn-Repairs & Servicing	18,520.00	5,500.00	10,000.00
Fire Evacuation Plan	0.00	0.00	10,000.00
Fire Brigade Attendance	0.00	4,500.00	2,000.00
Garage Maintenance	368.21	0.00	550.00
Garden & Grounds	21,457.33	22,000.00	24,000.00
Garden & Grounds - Irrigation	3,542.55	2,000.00	2,000.00
Government Fees	139.09	0.00	0.00
Height Safety System	935.00	750.00	1,000.00
Income Tax	5,571.00	10,000.00	0.00
Insurance Payouts	2,871.42	0.00	0.00
Insurance - Excess	0.00	4,000.00	4,000.00
Insurance - Premium	48,858.16	43,500.00	51,000.00
Insurance Valuation	0.00	0.00	3,000.00



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Units Plan No. 4066

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/21-31/01/22	BUDGET 01/02/21-31/01/22	BUDGET 01/02/22-31/01/23
Keys/Access	2,322.17	0.00	0.00
Legal & Debt Collection Fee	100.00	0.00	0.00
Lift Contract	15,796.35	15,640.00	16,500.00
Maintenance Plans	0.00	0.00	2,800.00
Management Fees	59,938.60	59,938.60	61,125.49
Miscellaneous	844.00	1,373.40	422.00
Painting - External	1,080.00	0.00	0.00
Painting - Internal	700.00	0.00	0.00
Pest Control	2,550.00	2,550.00	2,550.00
Plumbing & Drainage - Ppm	5,120.00	4,500.00	5,200.00
Room Hire	0.00	150.00	0.00
Rubbish Removal	0.00	1,000.00	500.00
Signage	0.00	0.00	385.00
Sinking Fund Forecast Report	0.00	0.00	1,558.00
Certificates	200.00	0.00	0.00
Telephone Charges	255.04	1,000.00	0.00
Utilities - Electricity	35,911.65	35,000.00	37,706.55
Utilities - Gas	398.24	0.00	0.00
Utilities - Water & Sewerage	45,368.05	74,000.00	60,477.33
R&M Air Conditioning	0.00	150.00	0.00
R&M - Balcony	700.00	0.00	0.00
R&M - Carpark Ventilation	3,346.00	2,000.00	3,350.00
R&M - Electrical	5,027.23	5,000.00	5,000.00
R&M - Garage	2,594.56	2,500.00	2,000.00
R&M - General	3,125.96	3,000.00	2,943.95
R&M - Gym	1,234.49	1,500.00	1,500.00
R&M - Intercom	0.00	1,000.00	0.00
R&M - Lighting	3,249.75	6,000.00	3,500.00
R&M - Locks & Access	1,692.17	500.00	1,500.00
R&M - Plumbing & Drainage	40,166.08	10,000.00	25,000.00
R&M - Pool & Spa	4,938.15	5,500.00	5,000.00
R&M - Pumps	995.00	0.00	0.00
R&M - Roof	1,400.00	2,500.00	2,000.00
R&M - Security	82.62	500.00	200.00
R&M - Windows & Doors	350.00	0.00	0.00
TOTAL ADMIN. EXPENDITURE	472,730.30	455,000.00	501,685.46
<u>SURPLUS / DEFICIT</u>	\$ (11,197.47)	\$ 0.00	\$ 33,214.54



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Units Plan No. 4066

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/21-31/01/22	BUDGET 01/02/21-31/01/22	BUDGET 01/02/22-31/01/23
Opening Admin. Balance	31,380.35	31,380.35	20,182.88
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 20,182.88</u>	<u>\$ 31,380.35</u>	<u>\$ 53,397.42</u>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 45.5000000	\$ 53.4900000



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Units Plan No. 4066

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/21-31/01/22	BUDGET 01/02/21-31/01/22	BUDGET 01/02/22-31/01/23
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	190,233.96	190,235.00	237,559.00
Discount - Sinking Fund	(0.02)	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	190,233.94	190,235.00	237,559.00
<u>EXPENDITURE - SINKING FUND</u>			
Sf - Balcony	5,214.00	0.00	5,440.00
Sf - Fire Upgrades	0.00	2,885.00	0.00
Sf - Garage	0.00	5,337.00	11,300.00
Sf - Garden Upgrades	0.00	10,000.00	10,000.00
Sf - General Replacements	0.00	10,662.00	0.00
Sf - Gym	0.00	3,426.00	0.00
Sf - Height Safety System	0.00	0.00	33,000.00
Sf - Hot Water System	18,180.48	0.00	0.00
Sf - Intercom	96,514.33	120,000.00	0.00
Sf - Lifts	6,300.00	0.00	0.00
Sf - Linemarking	500.00	1,202.00	0.00
Sf - Painting & Surface Finish	0.00	0.00	470,600.00
Sf - Plumbing & Drainage	0.00	6,010.00	22,300.00
Sf - Pool	0.00	751.00	0.00
Sf - Roof	5,210.00	0.00	0.00
Sf - Security & Access	0.00	8,053.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	131,918.81	168,326.00	552,640.00
<u>SURPLUS / DEFICIT</u>	\$ 58,315.13	\$ 21,909.00	\$ (315,081.00)
Opening Sinking Fund Balance	366,724.80	366,724.80	425,039.93
<u>SINKING FUND BALANCE</u>	\$ 425,039.93	\$ 388,633.80	\$ 109,958.93
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 19.0235000	\$ 23.7559000



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Units Plan No. 4066

LOT BUDGET SUMMARY

31/01/2023

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

		Administrative Fund		Sinking Fund	
Lot No	Unit No	Entitlement	Net	Net	Net Total
00001	1	50	735.49	326.64	1,062.13
00002	2	43	632.52	280.91	913.43
00003	3	44	647.23	287.45	934.68
00004	4	44	647.23	287.45	934.68
00005	5	43	632.52	280.91	913.43
00006	6	43	632.52	280.91	913.43
00007	7	45	661.94	293.98	955.92
00008	8	48	706.07	313.58	1,019.65
00009	9	42	617.81	274.38	892.19
00010	10	43	632.52	280.91	913.43
00011	11	43	632.52	280.91	913.43
00012	12	42	617.81	274.38	892.19
00013	13	42	617.81	274.38	892.19
00014	14	43	632.52	280.91	913.43
00015	15	48	706.07	313.58	1,019.65
00016	16	42	617.81	274.38	892.19
00017	17	44	647.23	287.45	934.68
00018	18	44	647.23	287.45	934.68
00019	19	42	617.81	274.38	892.19
00020	20	42	617.81	274.38	892.19
00021	21	44	647.23	287.45	934.68
00022	22	52	764.91	339.71	1,104.62
00023	23	43	632.52	280.91	913.43
00024	24	43	632.52	280.91	913.43
00025	25	43	632.52	280.91	913.43
00026	26	43	632.52	280.91	913.43
00027	27	43	632.52	280.91	913.43
00028	28	43	632.52	280.91	913.43
00029	29	53	779.62	346.24	1,125.86
00030	30	50	735.49	326.64	1,062.13
00031	31	53	779.62	346.24	1,125.86
00032	32	41	603.10	267.85	870.95
00033	33	41	603.10	267.85	870.95
00034	34	42	617.81	274.38	892.19
00035	35	42	617.81	274.38	892.19
00036	36	42	617.81	274.38	892.19
00037	37	51	750.20	333.18	1,083.38
00038	38	51	750.20	333.18	1,083.38
00039	39	54	794.33	352.78	1,147.11
00040	40	42	617.81	274.38	892.19
00041	41	42	617.81	274.38	892.19
00042	42	43	632.52	280.91	913.43
00043	43	43	632.52	280.91	913.43
00044	44	43	632.52	280.91	913.43
00045	45	52	764.91	339.71	1,104.62
00046	46	52	764.91	339.71	1,104.62
00047	47	42	617.81	274.38	892.19

Totals:

\$31,037.63

\$13,784.33

\$44,821.96



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Units Plan No. 4066

LOT BUDGET SUMMARY

31/01/2023

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

Administrative Fund				Sinking Fund		
Lot No	Unit No	Entitlement	Net	Net	Net Total	
00048	48	42	617.81	274.38	892.19	
00049	49	42	617.81	274.38	892.19	
00050	50	42	617.81	274.38	892.19	
00051	51	43	632.52	280.91	913.43	
00052	52	43	632.52	280.91	913.43	
00053	53	43	632.52	280.91	913.43	
00054	54	43	632.52	280.91	913.43	
00055	55	53	779.62	346.24	1,125.86	
00056	56	50	735.49	326.64	1,062.13	
00057	57	53	779.62	346.24	1,125.86	
00058	58	41	603.10	267.85	870.95	
00059	59	41	603.10	267.85	870.95	
00060	60	41	603.10	267.85	870.95	
00061	61	42	617.81	274.38	892.19	
00062	62	42	617.81	274.38	892.19	
00063	63	42	617.81	274.38	892.19	
00064	64	42	617.81	274.38	892.19	
00065	65	51	750.20	333.18	1,083.38	
00066	66	51	750.20	333.18	1,083.38	
00067	67	53	779.62	346.24	1,125.86	
00068	68	41	603.10	267.85	870.95	
00069	69	41	603.10	267.85	870.95	
00070	70	41	603.10	267.85	870.95	
00071	71	43	632.52	280.91	913.43	
00072	72	43	632.52	280.91	913.43	
00073	73	43	632.52	280.91	913.43	
00074	74	43	632.52	280.91	913.43	
00075	75	52	764.91	339.71	1,104.62	
00076	76	44	647.23	287.45	934.68	
00077	77	44	647.23	287.45	934.68	
00078	78	44	647.23	287.45	934.68	
00079	79	53	779.62	346.24	1,125.86	
00080	80	44	647.23	287.45	934.68	
00081	81	44	647.23	287.45	934.68	
00082	82	44	647.23	287.45	934.68	
00083	83	44	647.23	287.45	934.68	
00084	84	43	632.52	280.91	913.43	
00085	85	43	632.52	280.91	913.43	
00086	86	43	632.52	280.91	913.43	
00087	87	43	632.52	280.91	913.43	
00088	88	43	632.52	280.91	913.43	
00089	89	43	632.52	280.91	913.43	
00090	90	52	764.91	339.71	1,104.62	
00091	91	43	632.52	280.91	913.43	
00092	92	43	632.52	280.91	913.43	
00093	93	43	632.52	280.91	913.43	
00094	94	42	617.81	274.38	892.19	

Totals:

\$61,766.35

\$27,431.47

\$89,197.82



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Units Plan No. 4066

LOT BUDGET SUMMARY

31/01/2023

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

		Administrative Fund		Sinking Fund	
Lot No	Unit No	Entitlement	Net	Net	Net Total
00095	95	42	617.81	274.38	892.19
00096	96	42	617.81	274.38	892.19
00097	97	51	750.20	333.18	1,083.38
00098	98	54	794.33	352.78	1,147.11
00099	99	42	617.81	274.38	892.19
00100	100	42	617.81	274.38	892.19
00101	101	42	617.81	274.38	892.19
00102	102	42	617.81	274.38	892.19
00103	103	42	617.81	274.38	892.19
00104	104	42	617.81	274.38	892.19
00105	105	42	617.81	274.38	892.19
00106	106	42	617.81	274.38	892.19
00107	107	42	617.81	274.38	892.19
00108	108	50	735.49	326.64	1,062.13
00109	109	42	617.81	274.38	892.19
00110	110	42	617.81	274.38	892.19
00111	111	42	617.81	274.38	892.19
00112	112	43	632.52	280.91	913.43
00113	113	43	632.52	280.91	913.43
00114	114	43	632.52	280.91	913.43
00115	115	52	764.91	339.71	1,104.62
00116	116	55	809.04	359.31	1,168.35
00117	117	43	632.52	280.91	913.43
00118	118	43	632.52	280.91	913.43
00119	119	43	632.52	280.91	913.43
00120	120	42	617.81	274.38	892.19
00121	121	42	617.81	274.38	892.19
00122	122	42	617.81	274.38	892.19
00123	123	42	617.81	274.38	892.19
00124	124	42	617.81	274.38	892.19
00125	125	42	617.81	274.38	892.19
00126	126	51	750.20	333.18	1,083.38
00127	127	43	632.52	280.91	913.43
00128	128	42	617.81	274.38	892.19
00129	129	42	617.81	274.38	892.19
00130	130	66	970.84	431.17	1,402.01
00131	131	66	970.84	431.17	1,402.01
00132	132	66	970.84	431.17	1,402.01
00133	133	66	970.84	431.17	1,402.01
00134	134	63	926.71	411.57	1,338.28
00135	135	66	970.84	431.17	1,402.01
00136	136	66	970.84	431.17	1,402.01
00137	137	64	941.42	418.10	1,359.52
00138	138	64	941.42	418.10	1,359.52
00139	139	64	941.42	418.10	1,359.52
00140	140	64	941.42	418.10	1,359.52
00141	141	61	897.29	398.51	1,295.80

Totals:

\$95,804.70

\$42,548.50 \$138,353.20



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Units Plan No. 4066

LOT BUDGET SUMMARY

31/01/2023

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

Administrative Fund				Sinking Fund		
Lot No	Unit No	Entitlement	Net	Net	Net Total	
00142	142	64	941.42	418.10	1,359.52	
00143	143	64	941.42	418.10	1,359.52	
00144	144	64	941.42	418.10	1,359.52	
00145	145	64	941.42	418.10	1,359.52	
00146	146	64	941.42	418.10	1,359.52	
00147	147	64	941.42	418.10	1,359.52	
00148	148	62	912.00	405.04	1,317.04	
00149	149	64	941.42	418.10	1,359.52	
00150	150	64	941.42	418.10	1,359.52	
00151	151	66	970.84	431.17	1,402.01	
00152	152	66	970.84	431.17	1,402.01	
00153	153	66	970.84	431.17	1,402.01	
00154	154	66	970.84	431.17	1,402.01	
00155	155	66	970.84	431.17	1,402.01	
00156	156	66	970.84	431.17	1,402.01	
00157	157	66	970.84	431.17	1,402.01	
00158	158	66	970.84	431.17	1,402.01	
00159	159	64	941.42	418.10	1,359.52	
00160	160	64	941.42	418.10	1,359.52	
00161	161	64	941.42	418.10	1,359.52	
00162	162	64	941.42	418.10	1,359.52	
00163	163	64	941.42	418.10	1,359.52	
00164	164	64	941.42	418.10	1,359.52	
00165	165	64	941.42	418.10	1,359.52	
00166	166	64	941.42	418.10	1,359.52	
00167	167	64	941.42	418.10	1,359.52	
00168	168	64	941.42	418.10	1,359.52	
00169	169	64	941.42	418.10	1,359.52	
00170	170	64	941.42	418.10	1,359.52	
00171	171	64	941.42	418.10	1,359.52	
00172	172	64	941.42	418.10	1,359.52	
00173	173	64	941.42	418.10	1,359.52	
00174	174	64	941.42	418.10	1,359.52	
00175	175	61	897.29	398.51	1,295.80	
00176	176	44	647.23	287.45	934.68	
00177	177	44	647.23	287.45	934.68	
00178	178	44	647.23	287.45	934.68	
00179	179	61	897.29	398.51	1,295.80	
00180	180	60	882.58	391.97	1,274.55	
00181	181	42	617.81	274.38	892.19	
00182	182	42	617.81	274.38	892.19	
00183	183	42	617.81	274.38	892.19	
00184	184	60	882.58	391.97	1,274.55	
00185	185	60	882.58	391.97	1,274.55	
00186	186	43	632.52	280.91	913.43	
00187	187	43	632.52	280.91	913.43	
00188	188	43	632.52	280.91	913.43	

Totals:

\$137,212.50

\$60,938.45 \$198,150.95



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Units Plan No. 4066

LOT BUDGET SUMMARY

31/01/2023

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

Administrative Fund				Sinking Fund		
<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Net</u>		<u>Net</u>	<u>Net Total</u>
00189	189	60	882.58		391.97	1,274.55
00190	190	60	882.58		391.97	1,274.55
00191	191	43	632.52		280.91	913.43
00192	192	43	632.52		280.91	913.43
00193	193	60	882.58		391.97	1,274.55
00194	194	59	867.88		385.44	1,253.32
00195	195	42	617.81		274.38	892.19
00196	196	42	617.81		274.38	892.19
00197	197	59	867.88		385.44	1,253.32
00198	198	60	882.58		391.97	1,274.55
00199	199	42	617.81		274.38	892.19
00200	200	42	617.81		274.38	892.19
00201	201	60	882.58		391.97	1,274.55
Total			\$147,097.44		\$65,328.52	\$212,425.96

Totals:

\$147,097.44

\$65,328.52 \$212,425.96

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: 4066

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Tuesday, 15 March 2022

Tick applicable box, or both boxes if applicable:

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☒ and attach details to the notice
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Tuesday, 15 March 2022

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.

Seal affixed: Wednesday, 16 March 2022

Signed:



Title: Strata Manager



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ 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 after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (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 s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP4066 – WILARA – 121 EASTY STREET & 15 MOWER PLACE, PHILLIP

Held: On Tuesday, 22 February 2022 at 6.00 pm.

At: Abode Hotel – Stromlo Room and
Teleconference via Microsoft Teams Office

Present: Mr N Caldwell (Unit 13), Mr A Carmody (Unit 21), Ms S Matters (Unit 112),
Mr M Hammond (Unit 119), Ms D Smith (Unit 130), Ms D Gibbons (Unit 140) and
Mr J Fountain (Unit 144).
Miss A Tetley and Mrs L Upton representing LMM Solutions Pty Ltd.

Chair: Mr M Hammond was elected chairperson for the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. Height Safety System –

Following on from an initial report, in which the roof ladders of the height safety system were assessed as not installed in compliance with the legislative code, it was agreed to obtain a second report, and send it to the original company with rectification action requested. Rope Access Engineering was the company responsible for the installation of the roof ladders, and they requested a second opinion be sought regarding their installation.

The Manager presented two reports from Touchdown and Rigcom who both stated the roof access ladders are non-compliant and provided additional recommendations to improve the safety of roof access.

Due to the approximately 10 month delayed response from Rope Access Engineering when initially raising the issue, the Manager recommended that for the amount quoted (\$4,284.20) to rectify the ladders, to proceed with either Touchdown or Rigcom to prevent any further delays and ensure quality of workmanship. The Chair raised liability concerns for the owners corporation, should the Committee simply choose to return to Rope Access Engineering and no responses are received.

The Committee agreed to refer the non-compliant components to Rope Access Engineering for their rectification, allowing 14 days to respond. In the interim, the Manager is to seek confirmation from Touchdown and Rigcom that their quotes will remain at the same price. If after 14 days Rope Access Engineering has not responded, the Manager will refer the available quotes from Touchdown and Rigcom to the Committee for their selection of a contractor to complete the rectification of all non-compliant issues in a timely manner, as well as other safety improvement works recommended.

2. Painting -

Considering several reports of cracking render and advice from contractors buildings should be re-painted on a 7 yearly basis (despite that it is noted at the 10-year mark in the Sinking Fund Forecast Report), the Manager sought quotes for painting of the internal and external common areas of the development – which would include all external walls, including those located in the courtyards of ground floor units.

The Committee agreed to a 7-year maintenance plan provided by Besselink Master Painters, seeking consideration of the contractor as to whether repayments can be made on a quarterly basis to assist the Owners Corporation. This is to reduce the upfront costs to Owners and ensure the buildings are being annually maintained to prevent needing a large scope of works moving forward. The plan is to commence in 2022, budgeting year 1 of \$517,660.00 in the Sinking Fund Proposed Budget for the upcoming Annual General Meeting.

3. Additional fob readers -

To enhance the security of the complex, a suggestion was made to install fob readers to secure access from the basement to the stairwells. The Manager advised this would include 18 readers in total; 15 x basement doors and recommended including the 3 lifts for the same purpose.

It was resolved by SMR Communications that, in the event of a power outage or fire emergency, the proposed additional fob readers could be programmed to automatically release the basement doors. Presently, the existing basement access fob readers (from stairwells into the basement) are programmed to remain locked in the event of a power outage.

The Committee agreed this be raised at the upcoming Annual General Meeting for consideration of Owners and, if considered of worth, exploring further.

4. Basement Jet Fan and FIP -

Maritex Commercial reported a large jet fan needs replacing following their 6 monthly service of the ventilation system. The Manager sought two additional quotes however, these have not yet been received.

The Committee asked the Manager to follow up the quote requests one more time. Should there be no response, the Manager is to revert to the Executive Committee for their direction.

The Manager also advised the meeting that an ancillary issue had been brought to their attention regarding the basement jet fan malfunction, whereby the fire indicator panel (FIP) is triggered into an alarm state when jet fans are turned on. O'Neill and Brown Fire Services (ONBFS) had been called out to investigate the ancillary issue and they found that the FIP system is currently *unlatched* and alarms when the jet fans are turned on. Their recommendation is to reconfigure the system to ensure it does not alarm when the jet fans turn on moving forward, providing a quote to complete.

Accepting the quote, the Committee directed the Manager to send a Work Order to O'Neill & Brown Fire Services to reconfigure the Fire Indicator Panel.

5. U112 Balcony -

The Owner of Unit 113 reported their distress that their unit continues to experience water ingress following a full balcony rectification. Dekor Australia (the contractor who completed the balcony repairs to the balcony) was asked to investigate further. Dekor assessed a neighbouring balcony (U112) as also having waterproofing issues and recommended its full rectification and re-waterproofing so as to address the continuing water ingress issues experienced by U113. The meeting noted that U112 reports they have not experienced any water ingress issues to date.

The Manager provided the quote to the Committee for consideration.

Consideration was given to the fact the Unit 113 has experienced water ingress for over 12 months. With this in mind, the Committee agreed that this is a priority and delays should be prevented in order to finally resolve the issue. While comparison recommendations and quotes are preferred, the Committee agreed to accept Dekor's quote based on the prolonged situation and advice from Unit 113 that water ingress has improved since Dekor have completed their repairs to date and with the understanding that water ingress can be a process of elimination.

Should the repairs not resolve the ingress, the Committee may consider engaging a building consultant to thoroughly investigate.

The Manager will issue a Work Order to Dekor immediately to complete repairs to Unit 112.

6. Basement Leaks -

Drip Trays

The Manager provided quotes from Laser Plumbing to install numerous drip trays in the basement over areas where basement leaks are currently affecting residents' belongings, noting the costs are discounted as goodwill on behalf of Laser Plumbing.

A committee member queried whether the installation of drip trays associated with a previous quote had been completed (postscript: this is in relation to Laser Plumbing quote number 164969, dated 10 Aug 2021). If not, the Committee asks that this quote be included with the others at the discounted rate.

The Manager will confirm the above and, if required, present the Laser Plumbing quotes to the Committee for further direction.

Unit 146

In conjunction with the drip tray quotes, Laser Plumbing quoted repairs for a leak over the car space of Unit 146. As the proposed works are structurally invasive, the Committee has requested that a building consultant to be engaged to review the issue.

The Manager will request quotes from building consultants or structural engineers (3 in total if possible) to report on the issue and return to the Committee for consideration and direction.

7. Parking Walls and Bollards -

In March 2021 PWC Property Works compiled a report of various items to be addressed, including damaged render and bollards. As some of the render appeared to be included in the Besselink painting proposal, the Manager recommended obtaining an updated quote from PWC, excluding the repairs mentioned in the painting quote.

Agreeing to the recommendation, the Committee asks the Manager to obtain an updated quote from PWC and return to the Committee for further consideration.

8. Chipped Tiles -

The Building Manager reported various chipped tiles internal of stairwells. The Manager sought quotes for repairs and presented to the Committee for consideration.

The Committee agreed to proceed with PWC for \$1,850.00 (excl. GST) to grout, install treads and replace necessary tiles. The Manager will send a Work Order.

9. Letterbox Sign -

The Building Manager reported the letterbox sign for Blocks F, G and H has faded significantly. The Manager sought quotes for repairs and presented to the Committee for consideration.

The Committee agreed to proceed with Signlime for \$385.00 (excl. GST). The Manager will send a Work Order.

10. Gym Equipment Maintenance -

The current contractor (GymQuip) advised that their Agreement is due for renewal - providing a new proposal. After sourcing alternative quotes, the Committee considered the proposals and agreed to continue with GymQuip.

11. Gardening Maintenance -

The current gardener (Adam from Whip It) resigned from Wilara due to workload however appointed another gardener with experience at the complex to take on the services. Considering prior discussions of the Committee, querying an increase of gardening hours and review the Scope of Works (SOW), the Manager recommended a tender be undertaken to appoint a new gardener who can also specialise in irrigation.

Agreeing to the recommendation, the Committee asks the Manager to issue Quote Requests with the following requirements:

- current SOW;
- include irrigation maintenance;
- monthly report; and
- recommendation on suitable SOW including hours on site (i.e. invite tenderers to itemise and justify in their quote any extra works they think the Committee may wish to consider going forward that would preserve/enhance the value of the gardens).

12. Foyer Door Keys -

Referring to previous email discussions, the Manager again raised concerns with residents using the keys to access the foyer doors and sought a clear direction from the Committee on how to proceed.

The Manager's concerns included:

- if residents use the foyer door key instead of the fob, the system does not have record of who accessed the doors, whereas when using the fob, the number is recorded in the system.
- in the event a key is lost or stolen, the Manager sought guidance from the Committee on how to proceed, because the Manager advised the meeting that they were unwilling to take on management of a foyer door key register. The Manager subsequently advised the meeting of their recommendation to re-key relevant locks and distribute new keys to residents when keys are lost – which could be time-consuming and costly. In contrast, an individual fob can be easily deprogrammed and a new one issued to the unit, when reported lost or stolen.

The Committee reiterated the purpose of supplying keys is to ensure residents continued to have access through the foyer door in the event of a power outage and the fob reader would not work. During the meeting, the Manager called the security contractor (SMR Communications) who confirmed that the doors have a release system that can be programmed, meaning that in the event of a power outage or fire emergency (to be arranged in consultation

with O'Neill & Brown Fire Services), the doors will automatically release allowing access to residents - even if a door reader is non-working at the time.

Following a prolonged discussion between the Committee, a vote was taken with the majority of Committee members agreeing that the foyer keys will be phased out (replacements will no longer be provided to residents). This is under the advice from SMR Communications that the doors will automatically release in the event of a fire emergency or power outage.

13. Combustible Cladding Scheme -

The ACT Government contacted the Manager seeking confirmation if the Owners Corporation would take part in the combustible cladding scheme - as it closes 21 July 2022.

Confirmation was provided by Milin (the developers) that "to the best of their knowledge" combustible cladding was not used when building Wilara. Unfortunately, their response did not reassure the Committee. As such, the Committee agreed to seek further confirmation as to whether combustible cladding was used in Wilara's construction.

The Manager confirmed that if the Owners Corporation agreed to partake in the scheme, only 50% (maximum of \$20,000.00) of the testing and assessment of cladding will be funded by the ACT Government. And if combustible cladding is identified it would then be the responsibility of the Owners Corporation to rectify - with no additional government funding at this stage.

The Manager offered to investigate further - to the best of their ability - to ascertain whether combustible cladding was used in the construction of the complex or not. The outcome of this investigation will be provided to Owners at the Annual General Meeting for further consideration of the Owners Corporation.

14. AGM Preparation -

The Committee agreed to the following:

- Date: Tuesday, 15 March 2022
- Time: 6.00 pm
- Location: Preference - The Hellenic Club. Otherwise, an available room with teleconference capabilities. The Manager to investigate and return to the Committee.
- **Draft Notice:**
 - amend numerical Motion order;
 - exclude Passive Fire Audit until next year;
 - Administrative Fund budget –
 - remove passive fire audit expenditure.
 - contribution amount to remain as \$534,900.00 in aim to reach a surplus of approximately \$60,000.00 by the end of the Financial Year, to ensure available funds between Levy 4 and issuing of Levy 1 of the new year.
 - Sinking Fund budget –
 - include expenditures for painting, height safety system, unit 112 balcony and jet fan.
 - the Manager is to input the expenditures and determine if additional contributions are to be made to fund the abovementioned expenditures.

- include Motion to obtain an updated Sinking Fund Forecast Report to reflect the proposed upcoming expenditures;
- exclude re-aligning the Strata Management Agreement (expires 28 September 2022) in line with the AGM at a prorated rate and leave renewal date as is; and
- replace Motions 14 a + b to read *Motion 14: That the Owners Corporation of UP4066 by Special Resolution elects 3 to 9 positions to form the Executive Committee.*

15. Action Items List -

Considering the amount of emails, the Committee are regularly included in, for either their direction or information only, the Manager proposed trialling a new communication process – using an “Action Item List”. This has been proposed in the hope it would assist with reducing the quantity of emails sent and streamlining direction, while the Committee remain updated on each matter.

The Manager confirmed that they would continue to email matters for decisions by the Executive Committee however these will also be tabled in an Excel spreadsheet which is circulated to the Committee on a fortnightly basis. Each item will contain the number of votes received, updates and colour-coded for ease of reference.

Members present agreed to trial the recommendation. The Manager will create the spreadsheet and send on the Committee with a description of how it will work before commencing the new method.

16. General Business -

Sourcing Quotes

It was agreed by the Committee that on each maintenance item ordinarily 3 quotes are to be requested from appropriately qualified, reputable companies, allowing 14 days for them to respond - with just one follow up made by the Manager should no quote be received within 14 days. Thereafter, the Manager will raise the matter with the Committee for consideration and direction.

Meeting closed at 10pm.



Strata Management Agreement

Units Plan 4066 - Wilara

BETWEEN – Owners Corporation

AND – Agent

The Owners - Units Plan No. 4066

Development Name: **Wilara [201 units]**

ABN No.: **94 256 719 881**

Address: **121 Easty Street & 15 Mower Place,
Phillip ACT 2606**

LMM Solutions Pty Ltd

ACN No.: **609 866 588** Licence No. 18402031

Phone: **0409 989 108**

Address: **PO Box 884, Gungahlin ACT 2912**

Email: **enquiries@LMMsolutions.com.au**

Executed by

Owners Corporation - authorised in accordance with the
UTMA 2011[Div. 2.3, S.10]

The common seal of the Owners Corporation was
affixed on 26/9/19 in the presence of the
following persons:

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____

Agent - executed in accordance with Section 126 and/or 127 of
the Corporations Act 2001.

Signed on behalf of LMM Solutions by:

Signature: _____

Name: _____

Position: _____

In the presence of (witnessed by):

Signature: _____

Name: _____

Position: _____

Particulars

1	Commencement date	29 September, 2019		
2	Term	36 months from the Commencement date		
3	Review date	29 September, 2022		
4	Management fee (inclusive of GST)	Year 1 – per annum \$63,378.30	Year 2 – per annum \$65,279.65	Year 3 – per annum \$67,238.05
5	Agreed services	Services set out in Schedule A, included in <i>Management Fee</i>		
6	Additional services	Services set out in Schedule B, subject to <i>Additional services fees</i>		
7	Additional services fees	Fees for <i>Additional services</i> , set out in Schedule C		
8	Payment terms & methods	Monthly in advance for <i>Agreed Services</i> . Within 14 days from invoice date for <i>Additional Services</i> .		
9	Accounting method	Monthly - Cash (accounts) and Accrual (Levies)		
10	Percentage increase	TBC prior to renewal with OC approval		
11	Limit of expenditure	Recurrent invoices only		
12	Units Plan	Means Units Plan 4066		

Service – the Owners Corporation acknowledges receipt of a copy of this Agreement
within 48 hours of execution by the Owners Corporation.

Signature: _____

Print name: _____





Strata Management Agreement

Units Plan 4066 - Wilara

BETWEEN – Owners Corporation

The Owners - Units Plan No. 4066Development Name: **Wilara**ABN No.: **94 256 719 881**Address: **121 Easty Street & 15 Mower Place,
Phillip ACT 2606**

AND – Agent

LMM Solutions Pty LtdACN No.: **609 866 588** Licence No. 18402031

Phone: 0409 989 108

Address: PO Box 884, Gungahlin ACT 2912

Email: enquiries@LMMsolutions.com.au

Executed by

Owners Corporation - authorised in accordance with the
UTMA 2011[Div. 2.3, S.10]The common seal of the Owners Corporation was
affixed on ____/____/____ in the presence of the
following persons:

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____

Agent - executed in accordance with Section 126 and/or 127 of
the Corporations Act 2001.

Signed on behalf of LMM Solutions by:

Signature: _____

Name: _____

Position: _____

In the presence of (witnessed by):

Signature: _____

Name: _____

Position: _____

Particulars

1	Commencement date	29 September, 2019		
2	Term	36 months from the Commencement date		
3	Review date	29 September, 2022		
4	Management fee (inclusive of GST)	Year 1 – per annum \$60,360.30	Year 2 – per annum \$65,279.65	Year 3 – per annum \$67,238.00
5	Agreed services	Services set out in Schedule A, included in <i>Management Fee</i>		
6	Additional services	Services set out in Schedule B, subject to <i>Additional services fees</i>		
7	Additional services fees	Fees for <i>Additional services</i> , set out in Schedule C		
8	Payment terms & methods	Monthly in advance for <i>Agreed Services</i> . Within 14 days from invoice date for <i>Additional Services</i> .		
9	Accounting method	Monthly - Cash (accounts) and Accrual (Levies)		
10	Percentage increase	TBC prior to renewal with OC approval		
11	Limit of expenditure	Recurrent invoices only		
12	Units Plan	Means Units Plan 4066		

Service – the Owners Corporation acknowledges receipt of a copy of this Agreement
within 48 hours of execution by the Owners Corporation.

Signature: _____

Print name: _____

1 Warranties and Acknowledgement

- a. The *Owners Corporation* warrants that it has resolved and has 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)* (Licence No. 18402031) and the licence will be maintained while the *Agreement* is in force.
- c. The *Agent* holds professional indemnity insurance for \$10 million.

2 Appointment and Delegation of the Agent

- a. The *Owners Corporation* appoints and delegates to the *Agent* and the *Agent* accepts:
 - i. functions as outlined under the *Management Act* (Part 3, Division 3.1, Section 16).
 - ii. the appointment to perform the *Agreed Services* and any *Additional Services* which may be agreed to by the *Agent* on the terms and conditions as set out in this *Agreement*.
- b. This is agreed for the *Term* of the *Agreement* and for any successive term as outlined in Clause 3.

3 Term of Appointment

- a. This *Agreement* will operate for the duration of the *Term* unless by agreement of both parties or until terminated in accordance with either Clause 8 or Clause 9.
- b. After expiry of the *Term*, this *Agreement* will continue on a month to month basis (under the same terms and conditions), for a maximum period of 12 months or until:
 - i. a new *Agreement* has been executed with the *Agent*; or
 - ii. this *Agreement* has been terminated by either party giving 28 days' written notice to the other party.
 - iii. *Management Fees* and *Additional Services fees* incurred after the expiry of the *Term* will be continue to be subject to the percentage increase per annum.

4 Duties of the Agent

- a. The *Agent* will use all reasonable endeavours to perform the *Agreed Services* in a proper, professional 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 *Additional services* (described in *Schedule B*) for an additional fee as set out in *Schedule C* of 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.
- e. Comply with the duties of the *Agent* as defined in the *Management Act* (Division 4.2 Managers) and the Managers Code of Conduct as specified in *Management Act* (Schedule 1 Part 1.2).

5 Duties of the Owners Corporation

The *Owners Corporation* will:

- a. pay the *Management Fee* and *Additional Service fees* in accordance with Clause 7;
- b. provide the *Agent* with copies of all document 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 for (or reimburse the *Agent* for):
 - i. carrying out the duties specified in Schedule A;
 - ii. carrying out the duties specified in Schedule B and as agreed to by the *Owners Corporation*;
 - iii. paying monies in accordance with the budget approved by the Owners Corporation or as otherwise resolved by the Owners Corporation;
 - iv. payment of insurance premiums;
 - v. payment of the cost of repairs and maintenance carried out on behalf of the Owners Corporation;
 - vi. payment of all other day-to-day expenses incurred by the Owners Corporation;
 - vii. payment of the *Management Fee* and *Additional Services Fees* as per this *Agreement*.
- f. comply with its obligations as outlined in the *Management Act*.

6 Third Party Contractors

- a. The *Owners Corporation* authorises the *Agent*, on behalf of the *Owners Corporation*, to engage any third-party contractors reasonably necessary to provide the *Agreed Services* (or part thereof) or, where requested, the *Additional Services*.
- b. The *Agent* will provide lists of recommended third-party contractors who are appropriately licensed and maintain an excellent track record of service delivery through past engagements. However, the Owners Corporation may also instruct the *Agent* to on-board and engage other third-party contractors from time-to-time.
- c. 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.
- d. The *Owners Corporation* agrees to reimburse the *Agent* for all costs associated with those third-party contractors.

7 Payment and review of fees

- a. The *Management Fee* is payable in accordance with the *Payment terms & methods* via direct debit or electronic funds transfer (EFT) and is due monthly in advance.
- b. *Additional Services Fees* are payable in accordance with the *Payment terms & methods* via direct debit or electronic funds transfer (EFT) within 14 days of receipt of a tax invoice from the *Agent* for *Additional Services* rendered.
- c. The *Management Fee* and *Additional Services Fees* will reviewed annually and subject to the *Percentage increase* on and from each anniversary of the *Commencement Date*.

8 Termination by the Owners Corporation

The *Owners Corporation* may terminate this *Agreement*.

- a. at the end of the *Term* by giving notice in writing to the *Agent* not less than 28 days prior to the end of the *Term* that it does not wish the *Agreement* to continue on a month-to-month basis (see *clause 3b*);
- b. after the expiry of the *Term* of this *Agreement* (ie. it is operating month-to-month as per *clause 3b*) by notice in writing to the *Agent* not less than 28 days prior to termination.

- c. by notice in writing to the *Agent* if the *Agent* fails or neglects to carry out its duties pursuant to the *Agreed Services* or any *Additional Services* which it has agreed to provide, and:
 - i. the *Owners Corporation* has given notice in writing requiring the *Agent* to rectify the breach within 14 days; and
 - ii. the *Agent* has failed to rectify the breach;
- d. 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
- e. immediately by notice in writing to the *Agent* if the *Agent* has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.
- f. at any time by giving 28 days' notice in writing to the *Agent* if voted by majority of Executive Committee members.

9 Termination by the Agent

The *Agent* may terminate this *Agreement*:

- a. by notice in writing to the *Owners Corporation* if the *Owners Corporation* fails or neglects to carry out its duties pursuant to *Clause 5* 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. by notice in writing to the *Owners Corporation* if the *Owners Corporation* fails to pay the *Agent* the *Management Fee*, *Additional Services Fees* or other money payable in accordance with this *Agreement* for 14 days after the payment is due;
- c. immediately by notice in writing to the *Owners Corporation* if any person applies to vary the Crown Lease for the land pursuant to section 166 of the *Act*;
- d. immediately by notice in writing to the *Owners Corporation* if any person applies to cancel the Units Plan pursuant to section 160 of the *Act*; or
- e. at any time by giving 28 days' notice in writing to the *Owners Corporation*.

10 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* of this *Agreement* or as otherwise notified in writing to the *Owners Corporation* from time to time.

11 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. The *Agent* may, as reasonably necessary and subject to instructions from the *Owners Corporation*, engage suitable qualified experts to provide any necessary advice.
- b. The *Owners Corporation* releases and indemnifies the *Agent* from any of the following, however caused:
 - i. any loss or damage arising out of a breach of the rules of the *Owners Corporation* (as defined in the *Act* or *Management Act*) or any other contract or law by any unit owners, 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 *Owners Corporation* on the Common Property or any of the units in the *Units Plan*;
 - v. any loss or damage to property caused by third party contractors
- except where the loss or damage was directly caused solely by the negligence or wilful breach of this *Agreement* by the *Agent*.

12 Transfer of the Agreement

- a. The *Agent* cannot transfer its rights under this *Agreement* without the written consent of the *Owners Corporation*, whose 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 *Owners 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.

13 Work Health & Safety

- a. The parties agree that they will each comply with their respective obligations under the *WHS Act* and *WHS Regulation*.
- b. Subject to the provisions of the *WHS Act* and the *WHS Regulation*, the appointment of the *Agent* by the *Owners 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*.

14 GST

- a. Words or expressions used in this Clause 14 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. All payments made by the *Agent* on behalf of the *Owners Corporation* pursuant to this *Agreement* which incurs a liability to pay GST, the *Owners Corporation* must pay to the *Agent* for that supply an amount equal to the GST liability that the *Agent* incurs in making the supply.

15 Service of 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 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.

16 Definitions

The following table defines terminology used in the *Agreement* unless contrary intention is specified:

Act	the <i>Unit Titles Act 2001 (ACT)</i> .
Additional services	the functions and duties of the <i>Agent</i> set out in <i>Schedule B</i> of this <i>Agreement</i> which incurs an <i>additional services fee</i> applied to each service.
Additional services fee	the <i>Agents</i> fee for the supply of each <i>Additional service</i> calculated according to the <i>Additional services rates</i> , set out in <i>Schedule C</i> of this <i>Agreement</i> .
Agreement	this <i>agreement</i> including the particulars, schedules and attachments.
Common property	that part of the Units Plans which comprises the common property as defined in <i>section 13</i> of the <i>Act</i> .
Executive Committee	owners elected by ordinary resolution at each annual general meeting.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
GST	the meaning given to it in the <i>GST Act</i> .
Limit of expenditure	the limit delegated to the <i>Agent</i> by the <i>Owners Corporation</i> for the <i>Agent</i> to authorise third party contractor payments without further authorisation.
Management Act	the <i>Unit Titles (Management) Act 2011 (ACT)</i> .
Non-standard work	any work which is not standard work.
Owners Corporation	are the owners of the units in the Units Plan.
Standard work	means: <ul style="list-style-type: none"> a. construction work where there is no requirement to work above 3 metres including, but not limited to, the replacement of roofing and guttering; b. general maintenance works including, but not limited to, lawn mowing, gardening, window cleaning (below 3 metres) and painting; c. minor maintenance repairs including, but not limited to, repair and replacement of leaking pipes, replacing pavers and tiles, and lock replacement and repair; d. annual inspections, 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 <i>WHS Act</i> and <i>WHS Regulations</i> provided, however: <ul style="list-style-type: none"> i. if any of these works require a principal contractor (as defined under the <i>WHU Act</i> and <i>WHS Regulation</i> to be appointed then the works will be considered to be non-standard work; or ii. if there is any inconsistency between standard work and non-standard work, the work will be interpreted as non-standard work.
WHS Act	the <i>Work Health & Safety Act 2011 (ACT)</i> .
WHS Regulations	the <i>Work Health & Safety Regulation 2011 (ACT)</i> .

SCHEDULE A – Agreed Services

The following are the *Agreed Services* included in the *Management Fee*. Where a service or task is requested that meets the criteria listed *Schedule B - Additional Services*, the work will instead be undertaken in accordance with the fee structure as per *Schedule C - Additional Services Rates* and paid by the *Owners Corporation* in accordance with *clause 7* of the Agreement.

A FINANCIALS

- i. Managing the banking and accounting of the fund of the Owners Corporation, including:
 - ✓ payment of invoices where requested and on behalf of the Owners Corporation (eg. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement);
 - ✓ Providing authorised members of the Owners Corporation Executive Committee with an online portal to approve invoices themselves;
 - ✓ payment of disbursements and expenses incurred in the connection with the Agent's management under this Agreement;
 - ✓ establishing and maintaining the bank account;
 - ✓ issuing levy notices for standard levies; and
 - ✓ bank reconciliation.
- ii. Preparing, and filing (where applicable), 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;
 - ✓ manage administrative fund and sinking fund; and
 - ✓ cash flow forecasting.

B INSURANCES

- i. *Agreed Services* where insurance is taken out by the Owners Corporation through a Disclosed Supplier only:
 - ✓ Assisting the Owners Corporation in arranging insurance as required under the *Management Act*, including obtaining quotes and arranging valuations for new policies or renewals.
 - ✓ On request from the Owners Corporation, preparing and lodging routine insurance claims (limited to 15 minutes preparation time or is in excess of \$5,000). In excess of this is deemed an *Additional Service*.
- ii. If the insurance the Owners Corporation has taken out is not through a Disclosed Supplier, then all insurance related services will be *Additional Services*.

C RECORDS

- i. Maintaining the corporate register and minute book including electronic rolls.
- ii. Providing access to the corporate register to allow for the inspection of records in accordance with section 115 of the Management Act.
- iii. Maintaining an up to date correspondence file.
- iv. Recording and retaining notices received by the Owners Corporation under section 115 of the Management Act.

- v. Maintaining and administering the use of the common seal in accordance with the Default Rules.
- vi. Attending to routine communication with the Executive Committee or unit owners.
- vii. Providing owners with online access to records and information relevant to the Units Plan and their unit (eg. levy notices, levy arrears, minutes, house rules, etc).

D MEETINGS

- i. Preparing and distributing notice of Annual General Meeting to all owners.
- ii. Attending Annual General Meeting held at the Agent's premises (or other venues by agreement), including after-hours attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours unless agreed by the Agent.
- iii. Attending 2 additional meetings (the *agreed number*) per year to be held in the Agent's offices during business hours or after hours as agreed by the Agent.
- iv. Preparing and distributing minutes of Annual General Meetings to all owners.
- v. Arranging meeting venues where required (NB - venue hire costs are responsibility of *Owners Corporation*).

E RULES AND GUIDANCE

- i. Assisting the Owners Corporation with definition and registration of house rules with *Office of Regulatory Services (ORS)*.
- ii. Answering *routine* queries and providing guidance where required on rights and obligations of the *Owners Corporation* and individual *Unit Owners*. Where this time becomes excessive (beyond 15 minutes per item, this may be considered *Additional Services*).

F REPAIRS AND MAINTENANCE

- i. Arranging building inspections and reports for routine maintenance and *Standard Work*.
- ii. Arranging for appropriately qualified third-party 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).
- iii. 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 inspection of the *Common Property*.

G AFTER HOURS SUPPORT

- i. 24 hours a day, 7 days a week telephone support for emergency situations – call 0409 989 108.

SCHEDULE B – Additional Services

A ADDITIONAL MEETINGS (in excess of the *Agreed Number of meetings*)

- i. Preparing and distributing additional notice of meeting to all owners.
- ii. Attending additional meeting.
- iii. Preparing and distributing minutes of additional meeting.

B REPAIRS AND MAINTENANCE

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

C INSURANCES

- i. Preparing and lodging *non-routine* insurance claims (those over \$5,000 or requiring more than 15 minutes preparation time).
- ii. Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- iii. Any insurance related services where the Owners Corporation have not taken out insurance through a *Disclosed Supplier*.
- iv. Where a *Disclosed Supplier* no longer provides a payment to the Agent, then all insurance related services will become *Additional Services* within 14 days of the Agent providing a notice to the Owners Corporation to that effect.

D RULES AND GUIDANCE

- i. Issuing and serving owners with *Rule Infringement Notices*.
- ii. Provision of additional advice, guidance, mentoring or presentation of information beyond 15 minutes per item.

E ACCOUNTING

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

F UNIT TITLE CERTIFICATES

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



G GENERAL

- i. Initiate debt recovery action for all levies which have been outstanding for more than 30 days.
- ii. Appointing solicitors to represent the *Owners Corporation* in tribunal or court proceedings.
- iii. Briefing solicitors in relation to provision of non-dispute related advice.
- iv. Assisting the Executive Committee in drafting, amending or reviewing the rules of the *Owners Corporation* as defined in the *Management Act*.
- v. Assisting the Owners Corporation in the renewal of lease or change in units of entitlement.
- vi. Assisting the Owners Corporation in changing the lease purpose clause.
- vii. Any other services requested by the Owners Corporation which are not explicitly listed as *Agreed Services*.

SCHEDULE C – Additional Services Rates [Professional and Administration Fees*]

Charged only with prior consent of both parties – except for s.119 requisitions and levy arrears notices.

No.	Item	Charge/unit (incl. GST)	Unit
1.	MEETINGS – In excess of “agreed number”		
1a	Prepare and distribute notice	\$4.40	Per owner
1b	Meeting attendance during office hours	\$110.00 \$55.00	First hour Each subsequent hour
1c	Meeting attendance outside office hours	\$220.00 \$110.00	First hour Each subsequent hour
1d	Prepare and distribute minutes to all owners	\$4.40	Per owner
2.	Other meeting charges – per hour or part thereof		
2a	Adjourned/other meeting charge	\$110.00 \$220.00	During business hours After hours
2b	Attend meeting with Executive Committee or contractors during office hours	\$110.00	Per hour charged in 15 min intervals
2c	Attend meeting with Executive Committee or contractors outside office hours on weekdays	\$120.00	Per hour charged in 15 min intervals
2d	Attend meeting with Executive Committee or contractors on weekends	\$220.00	Per hour charged in 15 min intervals
2e	Attend property and/or meeting on weekend or public holidays	\$330.00	Per hour charged in 15 min intervals
3.	Financial		
3a	Additional financial reports or reports prepared to specific requirements	\$110.00	Per hour charged in 15 min intervals
3b	Assist auditor in providing accounts and records for audit	\$110.00	Per hour charged in 15 min intervals
3c	Issue levy notice – non-standard (ie. special levy notice)	\$2.20	Per owner
3d	Lodgement of taxation return	\$250.00	Per return
3e	Lodgement of quarterly BAS	\$150.00	Per statement
3f	Attending to other GST or tax related activities	\$110.00	Per hour charged in 15 min intervals
4.	Insurance		
4a	Prepare and lodge non-routine insurance claims in excess of \$5,000.00 or which take more than 15 minutes to prepare	\$110.00	Per hour charged in 15 min intervals
4b	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities	\$110.00	Per hour charged in 15 min intervals
5.	Legal		
5a	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$110.00	Per hour charged in 15 min intervals
5b	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals
6.	General Administration		
6a	Assist the EC in drafting Rules, amendments to Rules and Rules reviews	\$110.00	Per hour charged in 15 min intervals
6b	Issue non-standard communication (ie. notice to all owners/residents, issue of House Rules etc. in excess of 2 per year)	\$2.20	Per letter
6c	Section 119 certificates and requisitions per Unit (paid by applicant)	As per UTM Fees Determination Instrument	
6d	Levy arrears notices (to be recharged to unit levies of defaulting owner)	\$33.00 \$55.00 \$250.00	2nd reminder letter 3rd reminder letter Final notice
6e	Assistance with Debt Recovery process	\$110.00	Per hour charged in 15 min intervals
6f	Issuing of Default Rules Infringement Notice (to be on charged to unit levies of defaulting owner)	\$110.00 \$165.00	Per letter – first notice Per letter – subsequent/final notice
7.	Other		
7a	Renewal of lease or change in units of entitlement	\$220.00	Per unit with a minimum charge of \$2,000.00 (plus any applicable costs)
7b	Change to lease purpose clause	\$220.00	Per hour charged in 15 min intervals
7c	After hours call out	\$330.00	Per hour charged in 15 min intervals
7d	Assistance with management of building defects	\$200.00	Per hour charged in 15 min intervals
7e	Major project co-ordination (ie. carpet replacement, internal/external painting, fence replacement, etc.)	\$220.00	Per hour charged in 15 min intervals

* As agreed between the parties of this agreement

SCHEDULE D – Disclosure Schedule

Name of Supplier	Amount/percentage of rate, discount or commission	Other information relating to the disclosure
CRM Brokers	Up to 50%	Of the Broker's fee (or commission paid to the broker by the insurer), which is no more than 20% of the insurer's base premium.

Notes:

- CRM Brokers Fees do not form part of the insurance premium provided by the insurer. They are added to the insurer's premium after deducting the commission (to generate a nett premium) – the insurer normally incorporates this into the premium.
- This approach reduces the government fees and charges that are a by-product of the insurers premium resulting in a lower overall insurer premium for the *Owner's Corporation*.
- The *Agent*, acting as authorised representative may receive up to 50% of the broker's fee from CRM Brokers.
- The Authorised Representative's portion of the broker fee will be up to but no more than 25% of the nett premium.

Sinking Fund Plan

Wilara

**121 Easty Street & 15 Mower Place, Phillip,
ACT 2606**

Scheme Number: 4066



COMPILED BY SIMON VINCENT

**On 8 April 2019 for the
15 Years Commencing: 1 February 2019
QIA Job Reference Number: 140253**

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

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Tuggeranong DC ACT 2901

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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

121 Easty Street & 15 Mower Place, Phillip, ACT 2606

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:	\$9.56
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$170,125.00
The proposed Sinking Fund Levy per entitlement is:	\$14.29

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.
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.

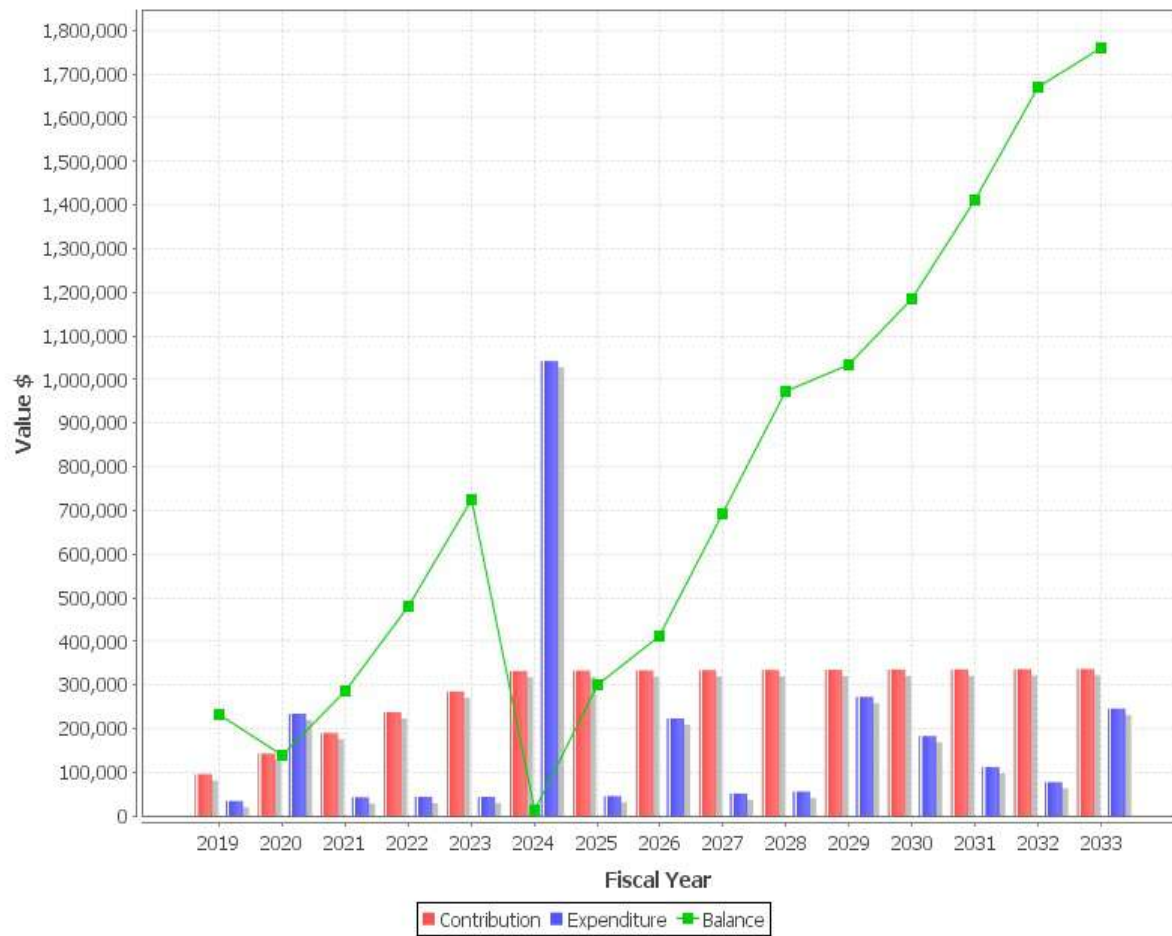
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/02/2019	\$170,125	\$95,587	\$9.56	\$34,168	\$231,544
2	01/02/2020	\$231,544	\$142,911	\$14.29	\$234,270	\$140,184
3	01/02/2021	\$140,184	\$190,235	\$19.02	\$42,569	\$287,850
4	01/02/2022	\$287,850	\$237,559	\$23.76	\$43,823	\$481,586
5	01/02/2023	\$481,586	\$284,883	\$28.49	\$43,389	\$723,079
6	01/02/2024	\$723,079	\$332,207	\$33.22	\$1,042,237	\$13,049
7	01/02/2025	\$13,049	\$332,705	\$33.27	\$45,382	\$300,372
8	01/02/2026	\$300,372	\$333,204	\$33.32	\$223,083	\$410,494
9	01/02/2027	\$410,494	\$333,704	\$33.37	\$51,132	\$693,067
10	01/02/2028	\$693,067	\$334,205	\$33.42	\$55,564	\$971,707
11	01/02/2029	\$971,707	\$334,706	\$33.47	\$272,551	\$1,033,862
12	01/02/2030	\$1,033,862	\$335,208	\$33.52	\$182,852	\$1,186,218
13	01/02/2031	\$1,186,218	\$335,711	\$33.57	\$112,060	\$1,409,869
14	01/02/2032	\$1,409,869	\$336,214	\$33.62	\$77,436	\$1,668,648
15	01/02/2033	\$1,668,648	\$336,719	\$33.67	\$245,556	\$1,759,811

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2019		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$10,050
EXTERNAL WORKS		
- Provision for installation of garbage room gate & controller		\$4,500
LANDSCAPING		
- Landscaping allowance		\$4,000
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$3,671
- Install/replace sensors/exit signage/emergency lighting		\$2,719
SWIMMING POOL		
- Provision to replace pool pumps		\$708
- Maintain filter - replace sand		\$589
PLANT & EQUIPMENT		
- Provision to replace instant hot water heater units		\$5,665
GYM		
- Provision for ongoing replacement of equipment		\$2,266
<u>Total Forecast Expenditure for year - February 2019 (Inc GST):</u>		<u>\$34,168</u>
	Includes GST amount of :	\$3,106
February 2020		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$10,351
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$4,738
- Provision to upgrade swipe/card readers		\$60,000

- Provision to upgrade intercom systems & associated equipment	\$140,000
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- Provision to replace door closers	\$1,372
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LANDSCAPING

- Replace filter in 2 years	\$408
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- Landscaping allowance	\$4,120
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$2,801
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SWIMMING POOL

- Replace water chlorinator in 2 years	\$1,610
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$5,835
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- Replace hot water system pumps in 2 years	\$3,034
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<u>Total Forecast Expenditure for year - February 2020 (Inc GST):</u>	<u>\$234,270</u>
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Includes GST amount of :	\$21,297
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February 2021

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$10,662
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BASEMENT

- Repaint line marking	\$2,164
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- Replace garage door motors in 3 years	\$3,173
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DRIVEWAY

- Repaint line marking	\$1,202
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FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$8,053
--	---------

LANDSCAPING

- Landscaping allowance	\$4,244
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$2,885
---	---------

SWIMMING POOL

- Provision to replace pool pumps	\$751
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$6,010
---	---------

GYM

- Provision for ongoing replacement of equipment	\$2,404
--	---------

- Replace television in 3 years	\$1,022
---------------------------------	---------

<u>Total Forecast Expenditure for year - February 2021 (Inc GST):</u>	<u>\$42,569</u>
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Includes GST amount of :	\$3,870
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February 2022

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$10,982
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FURNITURE & FITTINGS

- Provision to replace door closers	\$1,456
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LANDSCAPING

- Provision to replace irrigation system pump/pressure vessel & controller	\$4,952
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- Landscaping allowance	\$4,371
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TOILET

- Maintain fixtures/fittings	\$495
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$2,971
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SWIMMING POOL

- Maintain filter - replace sand	\$644
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$6,190
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- Provision to replace quad bike	\$8,047
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GYM

- Replace air conditioning unit in 4 years	\$3,714
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<u>Total Forecast Expenditure for year - February 2022 (Inc GST):</u>	<u>\$43,823</u>
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Includes GST amount of :	\$3,984
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February 2023

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$2,040
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- Capital Replacement - General	\$11,311
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$5,177
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LANDSCAPING

- Landscaping allowance	\$4,502
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,060
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SWIMMING POOL

- Provision to replace pool pumps	\$797
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- Maintain pool concourse 10% of total	\$689
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$6,376
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- Provision to replace lift sump pumps 25% of total	\$6,886
---	---------

GYM

- Provision for ongoing replacement of equipment \$2,550

Total Forecast Expenditure for year - February 2023 (Inc GST): \$43,389

Includes GST amount of : \$3,944

February 2024

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings \$559,717

- Repaint balcony ceilings \$74,867

- Repaint soffits \$26,598

- Scaffold/access equip allowance \$144,480

- Repaint door face \$2,364

- Repaint balustrade \$12,609

- Capital Replacement - General \$11,650

BASEMENT

- Repaint door face \$5,911

FENCING

- Repaint boundary wall/fence \$9,457

FURNITURE & FITTINGS

- Provision to replace door closers \$1,545

LANDSCAPING

- Landscaping allowance \$4,637

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$4,256

- Install/replace sensors/exit signage/emergency lighting \$3,152

LOBBIES/STAIRWELL

- Repaint walls \$92,599

- Repaint ceiling	\$40,586
- Repaint door face	\$17,338
- Repaint handrails	\$10,508

PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$6,567
- Provision to replace lift sump pumps 25% of total	\$7,093

RECREATION AREA

- Repaint structure	\$2,627
---------------------	---------

GYM

- Repaint walls/ceiling	\$3,678
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Total Forecast Expenditure for year - February 2024 (Inc GST): \$1,042,237

Includes GST amount of : \$94,749

February 2025

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$2,165
- Capital Replacement - General	\$12,000

EXTERNAL WORKS

- Maintain common pipework	\$4,870
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LANDSCAPING

- Landscaping allowance	\$4,776
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,247
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SWIMMING POOL

- Provision to replace pool pumps	\$846
- Maintain filter - replace sand	\$703

PLANT & EQUIPMENT

- Provision to replace instant hot water heater units \$6,764
- Provision to replace lift sump pumps 25% of total \$7,305

GYM

- Provision for ongoing replacement of equipment \$2,706

Total Forecast Expenditure for year - February 2025 (Inc GST): \$45,382

Includes GST amount of : \$4,126

February 2026

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$12,360

BASEMENT

- Provision to replace exhaust/supply fans - variable speed drives 25% of total \$9,197
- Replace stormwater pumps in 8 years \$5,016

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$5,657
- Provision to replace door closers \$1,639

LANDSCAPING

- Replace filter in 2 years \$488
- Landscaping allowance \$4,920

TOILET

- Maintain tiles 20% of total \$1,463

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting \$3,344
- Replace jacking pump in 8 years \$1,045

LOBBIES/STAIRWELL

- Replace carpet/floor covering in 8 years \$133,771

- Maintain tiles 5% of total	\$6,950
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SWIMMING POOL

- Replace water chlorinator in 2 years	\$1,923
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- Replace pool heater in 8 years	\$6,410
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- Maintain pool concourse 10% of total	\$752
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$6,967
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- Replace hot water system pumps in 2 years	\$3,623
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- Provision to replace lift sump pumps 25% of total	\$7,525
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GYM

- Replace carpet/floor covering in 8 years	\$10,033
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<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>	<u>\$223,083</u>
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Includes GST amount of :	\$20,280
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February 2027

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$2,296
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- Capital Replacement - General	\$12,731
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BASEMENT

- Provision to replace exhaust/supply fans - variable speed drives 25% of total	\$9,473
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LANDSCAPING

- Landscaping allowance	\$5,067
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,445
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ROOF

- Maintain metal roof fixings/flashings	\$14,353
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SWIMMING POOL

- Provision to replace pool pumps	\$897
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GYM

- Provision for ongoing replacement of equipment	\$2,871
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<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>	<u>\$51,132</u>
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Includes GST amount of :	\$4,648
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February 2028

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$13,113
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BASEMENT

- Provision to replace exhaust/supply fans - variable speed drives 25% of total	\$9,757
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- Repaint line marking	\$2,661
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- Replace garage door motors in 3 years	\$3,903
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DRIVEWAY

- Repaint line marking	\$1,478
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FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$9,905
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- Provision to replace door closers	\$1,738
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LANDSCAPING

- Landscaping allowance	\$5,219
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,548
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SWIMMING POOL

- Maintain filter - replace sand	\$769
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PLANT & EQUIPMENT

- Replace hot water system tank in 10 years	\$2,217
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GYM

- Replace television in 3 years	\$1,257
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<u>Total Forecast Expenditure for year - February 2028 (Inc GST):</u>	<u>\$55,564</u>
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Includes GST amount of :	\$5,051
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February 2029

Expense

Inc GST

SUPERSTRUCTURE

- Replace external door/frame	\$5,329
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- Provision to replace balustrade fixings	\$2,436
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- Capital Replacement - General	\$13,506
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BASEMENT

- Provision to replace exhaust/supply fans - variable speed drives 25% of total	\$10,050
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- Maintain/repair main garage door running gear	\$2,010
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$6,182
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LANDSCAPING

- Landscaping allowance	\$5,376
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TOILET

- Maintain shower waterproofing	\$1,523
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- Maintain tiles 20% of total	\$1,599
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$107,119
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- Provision to replace fire hose reels	\$3,045
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- Provision to replace portable fire extinguishers	\$4,933
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- Install/replace sensors/exit signage/emergency lighting	\$3,654
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LOBBIES/STAIRWELL

- Maintain tiles 5% of total	\$7,594
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ROOF

- Provision to replace guttering in 26 years 25% of total	\$22,566
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- Provision to replace down pipes in 26 years 25% of total	\$17,044
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- Provision for partial balcony membrane replacement 20% of total	\$35,493
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SWIMMING POOL

- Provision to replace pool pumps	\$952
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- Maintain pool concourse 10% of total	\$822
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PLANT & EQUIPMENT

- Provision to replace bin lifter in 11 years	\$6,852
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RECREATION AREA

- Replace furniture in 11 years	\$5,329
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- Replace BBQ's in 11 years	\$6,091
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GYM

- Provision for ongoing replacement of equipment	\$3,045
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<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>	<u>\$272,551</u>
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Includes GST amount of :	\$24,777
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February 2030

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$13,911
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DRIVEWAY

- Maintain driveway 5% of total	\$12,033
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 5% of total	\$10,351
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LANDSCAPING

- Provision to replace irrigation system pump/pressure vessel & controller \$6,273
- Landscaping allowance \$5,537

TOILET

- Maintain fixtures/fittings \$627

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting \$3,764

SWIMMING POOL

- Provision to refurbish pool surface in 18 years 33% of total \$15,475

PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 21 years 25% of total \$99,981
- Provision to replace quad bike \$10,194

GYM

- Replace air conditioning unit in 4 years \$4,705

Total Forecast Expenditure for year - February 2030 (Inc GST): \$182,852

Includes GST amount of : \$16,623

February 2031

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings \$2,585
- Capital Replacement - General \$14,328

FENCING

- Provision to replace colorbond slat fencing in in 31 years 25% of total \$23,625

LANDSCAPING

- Landscaping allowance \$5,703

FIRE PROTECTION SYSTEMS

- Provision to replace fire hydrant booster valves	\$3,231
- Install/replace sensors/exit signage/emergency lighting	\$3,877

SWIMMING POOL

- Provision to replace pool pumps	\$1,010
- Maintain filter - replace sand	\$840
- Replace pool filters in 13 years	\$4,362

PLANT & EQUIPMENT

- Refurbish lift interiors in 13 years	\$41,192
- Provision to replace instant hot water heater units	\$8,077

GYM

- Provision for ongoing replacement of equipment	\$3,231
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Total Forecast Expenditure for year - February 2031 (Inc GST): **\$112,060**

Includes GST amount of : **\$10,187**

February 2032

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$14,758
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BASEMENT

- Provision to replace garage doors in 26 years 33% of total	\$4,612
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EXTERNAL WORKS

- Maintain common pipework	\$5,990
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$6,755
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LANDSCAPING

- Replace filter in 2 years	\$582
- Landscaping allowance	\$5,874

TOILET

- Maintain tiles 20% of total	\$1,747
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,993
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LOBBIES/STAIRWELL

- Maintain tiles 5% of total	\$8,298
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SWIMMING POOL

- Replace water chlorinator in 2 years	\$2,296
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- Maintain pool concourse 10% of total	\$898
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PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$8,319
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- Replace hot water system pumps in 2 years	\$4,326
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- Provision to replace lift sump pumps 25% of total	\$8,985
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<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>	<u>\$77,436</u>
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Includes GST amount of :	\$7,040
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February 2033

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$2,742
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- Capital Replacement - General	\$15,201
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BASEMENT

- Maintain ventilation ducting 33% of total	\$4,751
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EXTERNAL WORKS

- Provision to replace individual garage/roller doors in 21 years 50% of total	\$2,228
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LANDSCAPING

- Landscaping allowance	\$6,050
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$4,113
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ROOF

- Maintain metal roof fixings/flashings	\$17,138
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- Provision for partial balcony membrane replacement 20% of total	\$39,948
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SWIMMING POOL

- Provision to replace pool pumps	\$1,071
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- Provision to refurbish pool surface in 18 years 33% of total	\$16,910
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- Provision to replace pool fence in 21 years 50% of total	\$4,901
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PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 21 years 25% of total	\$109,252
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- Provision to replace instant hot water heater units	\$8,569
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- Provision to replace lift sump pumps 25% of total	\$9,254
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GYM

- Provision for ongoing replacement of equipment	\$3,428
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<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>	<u>\$245,556</u>
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Includes GST amount of :	\$22,323
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$426,140	2024	10						559717									
- Repaint balcony ceilings	\$57,000	2024	10						74867									
- Repaint soffits	\$20,250	2024	10						26598									
- Scaffold/access equip allowance	\$110,000	2024	10						144480									
- Repaint door face	\$1,800	2024	10						2364									
- Replace external door/frame	\$3,500	2029	15											5329				
- Provision to replace balustrade fixings	\$1,600	2023	2					2040		2165		2296		2436		2585		2742
- Repaint balustrade	\$9,600	2024	10						12609									
- Capital Replacement - General	\$8,870	2019	0	10050	10351	10662	10982	11311	11650	12000	12360	12731	13113	13506	13911	14328	14758	15201
BASEMENT																		
- Provision to replace exhaust/supply fans - variable speed drives 25% of total	\$6,600	2026	12								9197	9473	9757	10050				
- Repaint line marking	\$1,800	2021	7			2164							2661					
- Maintain ventilation ducting 33% of total	\$2,772	2033	5															4751
- Repaint door face	\$4,500	2024	10						5911									
- Provision to replace garage doors in 26 years 33% of total	\$2,772	2032	6														4612	
- Maintain/repair main garage door running gear	\$1,320	2029	15											2010				
- Replace garage door motors in 3 years	\$2,640	2021	7			3173							3903					
- Replace stormwater pumps in 8 years	\$3,600	2026	12								5016							
DRIVEWAY																		
- Maintain driveway 5% of total	\$7,672	2030	5												12033			
- Repaint line marking	\$1,000	2021	7			1202							1478					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
EXTERNAL WORKS																		
- Provision to replace individual garage/roller doors in 21 years 50% of total	\$1,300	2033	6															2228
- Maintain common pipework	\$3,600	2025	7							4870							5990	
- Ongoing partial maintenance of pathways 5% of total	\$6,600	2030	5												10351			
- Provision for installation of garbage room gate & controller	\$3,972	2019	0	4500														
FENCING																		
- Provision to replace colorbond slat fencing in in 31 years 25% of total	\$14,625	2031	6													23625		
- Repaint boundary wall/fence	\$7,200	2024	10						9457									
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior lighting	\$4,060	2020	3		4738			5177			5657			6182			6755	
- Provision to upgrade swipe/card readers	\$51,414	2020	0		60000													
- Provision to upgrade security cameras & associated equipment	\$6,700	2021	7			8053							9905					
- Provision to upgrade intercom systems & associated equipment	\$119,967	2020	0		140000													
- Provision to replace door closers	\$1,176	2020	2		1372		1456		1545		1639		1738					
LANDSCAPING																		
- Provision to replace irrigation system pump/pressure vessel & controller	\$4,000	2022	8				4952								6273			
- Replace filter in 2 years	\$350	2020	6		408						488						582	
- Landscaping allowance	\$3,530	2019	0	4000	4120	4244	4371	4502	4637	4776	4920	5067	5219	5376	5537	5703	5874	6050
TOILET																		
- Maintain fixtures/fittings	\$400	2022	8				495								627			
- Maintain shower waterproofing	\$1,000	2029	15											1523				
- Maintain tiles 20% of total	\$1,050	2026	3								1463			1599			1747	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$70,350	2029	15											107119				
- Provision to replace fire hose reels	\$2,000	2029	15											3045				
- Provision to replace portable fire extinguishers	\$3,240	2019	5	3671					4256					4933				
- Provision to replace fire hydrant booster valves	\$2,000	2031	17													3231		
- Install/replace sensors/exit signage/emergency lighting	\$2,400	2019	0	2719	2801	2885	2971	3060	3152	3247	3344	3445	3548	3654	3764	3877	3993	4113
- Replace jacking pump in 8 years	\$750	2026	12								1045							
LOBBIES/STAIRWELL																		
- Repaint walls	\$70,500	2024	10						92599									
- Repaint ceiling	\$30,900	2024	10						40586									
- Replace carpet/floor covering in 8 years	\$96,000	2026	12								133771							
- Repaint door face	\$13,200	2024	10						17338									
- Maintain tiles 5% of total	\$4,988	2026	3								6950			7594			8298	
- Repaint handrails	\$8,000	2024	10						10508									
ROOF																		
- Provision to replace guttering in 26 years 25% of total	\$14,820	2029	5											22566				
- Maintain metal roof fixings/flashings	\$10,000	2027	6									14353						17138
- Provision to replace down pipes in 26 years 25% of total	\$11,194	2029	5											17044				
- Provision for partial balcony membrane replacement 20% of total	\$23,310	2029	4											35493				39948
SWIMMING POOL																		
- Provision to replace pool pumps	\$625	2019	2	708		751		797		846		897		952		1010		1071
- Replace water chlorinator in 2 years	\$1,380	2020	6		1610						1923						2296	
- Maintain filter - replace sand	\$520	2019	3	589			644			703			769			840		
- Replace pool filters in 13 years	\$2,700	2031	17													4362		
- Provision to refurbish pool surface in 18 years 33% of total	\$9,867	2030	3												15475			16910
- Provision to replace pool fence in 21 years 50% of total	\$2,860	2033	6															4901

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Replace pool heater in 8 years	\$4,600	2026	12								6410							
- Maintain pool concourse 10% of total	\$540	2023	3					689			752			822			898	
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 13 years	\$25,500	2031	17													41192		
- Provision for mechanical upgrade of lifts in 21 years 25% of total	\$63,750	2030	3												99981			109252
- Provision to replace instant hot water heater units	\$5,000	2019	12	5665	5835	6010	6190	6376	6567	6764	6967					8077	8319	8569
- Replace hot water system pumps in 2 years	\$2,600	2020	6		3034						3623						4326	
- Replace hot water system tank in 10 years	\$1,500	2028	14										2217					
- Provision to replace lift sump pumps 25% of total	\$5,400	2023	9					6886	7093	7305	7525						8985	9254
- Provision to replace bin lifter in 11 years	\$4,500	2029	14											6852				
- Provision to replace quad bike	\$6,500	2022	8				8047								10194			
RECREATION AREA																		
- Repaint structure	\$2,000	2024	10						2627									
- Replace furniture in 11 years	\$3,500	2029	15											5329				
- Replace BBQ's in 11 years	\$4,000	2029	14											6091				
GYM																		
- Repaint walls/ceiling	\$2,800	2024	10						3678									
- Replace carpet/floor covering in 8 years	\$7,200	2026	12								10033							
- Provision for ongoing replacement of equipment	\$2,000	2019	2	2266		2404		2550		2706		2871		3045		3231		3428
- Replace television in 3 years	\$850	2021	7			1022							1257					
- Replace air conditioning unit in 4 years	\$3,000	2022	8				3714								4705			
Total				34168	234270	42569	43823	43389	1042237	45382	223083	51132	55564	272551	182852	112060	77436	245556
Includes GST amount of				3106	21297	3870	3984	3944	94749	4126	20280	4648	5051	24777	16623	10187	7040	22323

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$426,140	2024	10	86531	175658	267458	362013	459404	559717	65345	132650	201975	273379	346925	422678	500703	581069	663846
- Repaint balcony ceilings	\$57,000	2024	10	11574	23496	35775	48422	61449	74867	8740	17743	27016	36567	46404	56537	66973	77723	88795
- Repaint soffits	\$20,250	2024	10	4112	8347	12710	17203	21831	26598	3105	6304	9598	12991	16486	20086	23793	27612	31546
- Scaffold/access equip allowance	\$110,000	2024	10	22336	45343	69039	93447	118586	144480	16868	34241	52136	70567	89552	109106	129247	149992	171359
- Repaint door face	\$1,800	2024	10	365	742	1130	1529	1940	2364	276	560	853	1155	1465	1785	2115	2454	2804
- Replace external door/frame	\$3,500	2029	15	416	845	1286	1741	2209	2691	3188	3700	4227	4770	5329	670	1360	2070	2802
- Provision to replace balustrade fixings	\$1,600	2023	2	384	780	1188	1608	2040	2691	3188	3700	4227	4770	5329	670	1360	2070	2802
- Repaint balustrade	\$9,600	2024	10	1949	3957	6025	8155	10349	12609	1472	2988	4550	6159	7815	9522	11280	13090	14955
- Capital Replacement - General	\$8,870	2019	0	10050	10351	10662	10982	11311	11650	12000	12360	12731	13113	13506	13911	14328	14758	15201
BASEMENT																		
- Provision to replace exhaust/supply fans - variable speed drives 25% of total	\$6,600	2026	12	3004	6098	9286	12568	15950	19432	23019	9197	9473	9757	10050	1263	2564	3904	5284
- Repaint line marking	\$1,800	2021	7	700	1421	2164	347	705	1073	1453	1844	2246	2661	423	860	1309	1771	2248
- Maintain ventilation ducting 33% of total	\$2,772	2033	5	255	519	790	1069	1356	1652	1957	2272	2595	2928	3272	3625	3989	4365	4751
- Repaint door face	\$4,500	2024	10	914	1855	2825	3823	4852	5911	690	1401	2133	2887	3664	4464	5288	6137	7011
- Provision to replace garage doors in 26 years 33% of total	\$2,772	2032	6	270	548	834	1129	1433	1746	2068	2400	2742	3094	3457	3831	4216	4612	832
- Maintain/repair main garage door running	\$1,320	2029	15	157	319	485	657	833	1015	1203	1396	1594	1799	2010	253	513	781	1057
- Replace garage door motors in 3 years	\$2,640	2021	7	1027	2084	3173	509	1034	1574	2131	2704	3295	3903	621	1261	1919	2598	3297
- Replace stormwater pumps in 8 years	\$3,600	2026	12	564	1145	1744	2360	2995	3649	4322	5016	494	1002	1526	2065	2620	3193	3782
DRIVEWAY																		
- Maintain driveway 5% of total	\$7,672	2030	5	848	1721	2621	3547	4501	5484	6497	7540	8614	9720	10859	12033	2604	5286	8048
- Repaint line marking	\$1,000	2021	7	389	789	1202	193	392	596	807	1024	1248	1478	235	477	727	983	1248
EXTERNAL WORKS																		
- Provision to replace individual garage/roller doors in 21 years 50% of total	\$1,300	2033	6	120	243	370	501	636	775	918	1065	1217	1373	1534	1700	1871	2047	2228
- Maintain common pipework	\$3,600	2025	7	636	1290	1964	2659	3374	4111	4870	782	1587	2416	3270	4150	5057	5990	1081

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Ongoing partial maintenance of pathways 5% of total	\$6,600	2030	5	729	1481	2254	3051	3872	4718	5589	6486	7410	8361	9341	10351	2240	4547	6923
- Provision for installation of garbage room gate & controller	\$3,972	2019	0	4500														
FENCING																		
- Provision to replace colorbond slat fencing in in 31 years 25% of total	\$14,625	2031	6	1513	3071	4676	6329	8031	9785	11591	13451	15368	17341	19374	21468	23625	4283	8694
- Repaint boundary wall/fence	\$7,200	2024	10	1462	2968	4519	6117	7762	9457	1104	2241	3412	4619	5861	7141	8460	9817	11216
FURNITURE & FITTINGS																		
- Replace mail boxes in 21 years	\$24,480		25	1616	3281	4996	6762	8582	10455	12385	14373	16421	18530	20702	22940	25244	27618	30063
- Ongoing partial replacement of exterior	\$4,060	2020	3	2334	4738	1675	3400	5177	1830	3715	5657	2000	4060	6182	2185	4436	6755	2366
- Provision to upgrade swipe/card readers	\$51,414	2020	0	29557	60000													
- Provision to upgrade security cameras & associated equipment	\$6,700	2021	7	2605	5289	8053	1293	2624	3995	5408	6863	8361	9905	1576	3199	4871	6593	8367
- Provision to upgrade intercom systems & associated equipment	\$119,967	2020	0	68966	140000													
- Provision to replace door closers	\$1,176	2020	2	676	1372	717	1456	761	1545	807	1639	856	1738					
LANDSCAPING																		
- Provision to replace irrigation system pump/pressure vessel & controller	\$4,000	2022	8	1184	2403	3659	4952	705	1432	2180	2951	3745	4563	5405	6273	874	1775	2702
- Replace filter in 2 years	\$350	2020	6	201	408	75	153	233	316	401	488	90	183	278	376	478	582	
- Landscaping allowance	\$3,530	2019	0	4000	4120	4244	4371	4502	4637	4776	4920	5067	5219	5376	5537	5703	5874	6050
TOILET																		
- Maintain fixtures/fittings	\$400	2022	8	118	240	366	495	71	143	218	295	374	456	540	627	87	177	270
- Maintain shower waterproofing	\$1,000	2029	15	119	241	368	497	631	769	911	1057	1208	1363	1523	191	389	592	801
- Maintain tiles 20% of total	\$1,050	2026	3	165	334	509	688	873	1064	1261	1463	517	1050	1599	565	1147	1747	612
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$70,350	2029	15	8364	16978	25851	34990	44403	54099	64086	74372	84966	95879	107119	13461	27326	41607	56317

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Provision to replace fire hose reels	\$2,000	2029	15	238	483	735	995	1262	1538	1822	2114	2415	2725	3045	383	777	1183	1601
- Provision to replace portable fire	\$3,240	2019	5	3671	802	1627	2478	3354	4256	929	1886	2872	3887	4933	1072	2177	3314	4486
- Provision to replace fire hydrant booster	\$2,000	2031	17	207	420	639	866	1098	1338	1585	1840	2102	2372	2650	2936	3231	507	1029
- Install/replace sensors/exit signage/emergency lighting	\$2,400	2019	0	2719	2801	2885	2971	3060	3152	3247	3344	3445	3548	3654	3764	3877	3993	4113
- Replace jacking pump in 8 years	\$750	2026	12	118	239	363	492	624	760	900	1045	103	209	318	430	546	665	788
LOBBIES/STAIRWELL																		
- Repaint walls	\$70,500	2024	10	14316	29061	44248	59891	76003	92599	10811	21946	33414	45228	57395	69927	82836	96131	109826
- Repaint ceiling	\$30,900	2024	10	6274	12737	19394	26250	33312	40586	4738	9619	14646	19823	25156	30649	36307	42135	48137
- Replace carpet/floor covering in 8 years	\$96,000	2026	12	15043	30538	46498	62936	79867	97307	115270	133771	13164	26722	40688	55072	69888	85148	100866
- Repaint door face	\$13,200	2024	10	2680	5441	8285	11214	14231	17338	2024	4109	6257	8468	10747	13093	15510	18000	20564
- Maintain tiles 5% of total	\$4,988	2026	3	782	1587	2416	3270	4149	5056	5989	6950	2457	4987	7594	2685	5450	8298	2906
- Repaint handrails	\$8,000	2024	10	1625	3298	5021	6796	8625	10508	1227	2490	3792	5132	6513	7935	9400	10909	12463
ROOF																		
- Provision to replace guttering in 26 years 25% of total	\$14,820	2029	5	1762	3577	5446	7371	9354	11397	13500	15667	17899	20198	22566	4905	9958	15162	20522
- Maintain metal roof fixings/flashings	\$10,000	2027	6	1413	2868	4367	5911	7501	9139	10826	12563	14353	2649	5378	8189	11084	14067	17138
- Provision to replace down pipes in 26 years 25% of total	\$11,194	2029	5	1331	2701	4113	5567	7065	8608	10197	11833	13519	15256	17044	3705	7521	11452	15500
- Provision for partial balcony membrane replacement 20% of total	\$23,310	2029	4	2771	5626	8566	11594	14713	17925	21234	24642	28153	31769	35493	9549	19384	29514	39948
SWIMMING POOL																		
- Provision to replace pool pumps	\$625	2019	2	708	370	751	393	797	417	846	442	897	469	952	498	1010	528	1071
- Replace water chlorinator in 2 years	\$1,380	2020	6	793	1610	297	604	919	1244	1578	1923	355	721	1097	1485	1885	2296	414
- Maintain filter - replace sand	\$520	2019	3	589	208	423	644	227	462	703	249	505	769	272	552	840		
- Replace pool filters in 13 years	\$2,700	2031	17	279	567	863	1168	1483	1807	2140	2484	2837	3202	3577	3964	4362	685	1390
- Provision to refurbish pool surface in 18 years 33% of total	\$9,867	2030	3	1090	2214	3370	4562	5789	7053	8355	9696	11077	12500	13966	15475	5471	11106	16910
- Provision to replace pool fence in 21 years 50% of total	\$2,860	2033	6	264	535	814	1102	1399	1704	2019	2343	2677	3021	3375	3740	4115	4502	4901
- Replace pool heater in 8 years	\$4,600	2026	12	721	1463	2228	3016	3827	4663	5523	6410	631	1280	1950	2639	3349	4080	4833
- Maintain pool concourse 10% of total	\$540	2023	3	130	263	401	543	689	243	494	752	266	540	822	291	590	898	315

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 13 years	\$25,500	2031	17	2638	5354	8152	11034	14003	17060	20210	23454	26795	30236	33781	37432	41192	6465	13123
- Provision for mechanical upgrade of lifts in 21 years 25% of total	\$63,750	2030	3	7045	14301	21775	29473	37402	45569	53981	62645	71570	80762	90229	99981	35346	71753	109252
- Provision to replace instant hot water heater units	\$5,000	2019	12	5665	5835	6010	6190	6376	6567	6764	6967	44709	3860	7835	11929	8077	8319	8569
- Replace hot water system pumps in 2 years	\$2,600	2020	6	1495	3034	560	1137	1731	2343	2974	3623	669	1358	2067	2798	3551	4326	
- Replace hot water system tank in 10 years	\$1,500	2028	14	193	393	598	809	1027	1251	1482	1720	1965	2217	254	517	787	1065	1351
- Provision to replace lift sump pumps 25% of total	\$5,400	2023	9	3240	6577	10014	13554	6886	7093	7305	7525	2380	4832	7357	9958	12637	8985	9254
- Provision to replace bin lifter in 11 years	\$4,500	2029	14	535	1086	1654	2238	2840	3461	4099	4757	5435	6133	6852	861	1748	2661	3602
- Provision to replace quad bike	\$6,500	2022	8	1923	3905	5945	8047	1146	2327	3543	4796	6086	7415	8784	10194	1420	2883	4390
- Replace trailer in 16 years	\$2,500		20	198	403	613	830	1053	1283	1519	1763	2014	2273	2540	2814	3097	3388	3688
RECREATION AREA																		
- Repaint structure	\$2,000	2024	10	406	824	1255	1699	2156	2627	307	623	948	1283	1628	1984	2350	2727	3116
- Replace furniture in 11 years	\$3,500	2029	15	416	845	1286	1741	2209	2691	3188	3700	4227	4770	5329	670	1360	2070	2802
- Replace BBQ's in 11 years	\$4,000	2029	14	476	965	1470	1990	2525	3076	3644	4229	4831	5452	6091	765	1554	2366	3202
GYM																		
- Repaint walls/ceiling	\$2,800	2024	10	569	1154	1758	2379	3019	3678	429	872	1327	1796	2280	2777	3290	3818	4362
- Replace carpet/floor covering in 8 years	\$7,200	2026	12	1128	2290	3487	4720	5990	7298	8645	10033	987	2004	3052	4130	5242	6386	7565
- Provision for ongoing replacement of equipment	\$2,000	2019	2	2266	1184	2404	1256	2550	1333	2706	1414	2871	1500	3045	1592	3231	1689	3428
- Replace television in 3 years	\$850	2021	7	331	671	1022	164	333	507	686	871	1061	1257	200	406	618	837	1062
- Replace air conditioning unit in 4 years	\$3,000	2022	8	888	1802	2744	3714	529	1074	1635	2214	2809	3422	4054	4705	655	1331	2026
TOTAL ACCRUALS				329478	460238	686620	916803	1143142	393405	581218	580815	809802	956666	937728	1019464	1203603	1441962	1534255

* 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 repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul 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 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. 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. 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 does not consider or make recommendations as to the condition of 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 retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







UP4066 - Wilara - Maintenance Plan

Item	Freq.	Contractor	Warranty	Contract/ Maintenance Period	Annual \$ Excl. GST
ELECTRICAL					
RCD's (Safety Electrical Switches)	6 mth	Maritex	NA	NA	\$960.00
PLUMBING					
Preventative maintenance - sump pumps and backflow devices	Annually	Laser Plumbing	NA	NA	\$2,960.00
Preventative maintenance - storm water pumps	6 mth	Laser Plumbing	NA	NA	\$1,520.00
Hot water units	6 mth	Laser Plumbing	NA	NA	\$2,480.00
ROOF & BUILDING					
Gym - Airconditiong	Annually	Specialised Refrigeration	NA	NA	\$120.00
Gym - Preventative Maintenance on equipment	Annually	Gymquip	NA	NA	\$1,150.00
Height Safety Certification	Annually	Touchdown	NA	NA	\$750.00
Gutter cleaning (recommend when roof anchors are inspected)	Annually	Touchdown	NA	NA	\$2,500.00
Carpet cleaning	Annually	ONBFS	NA	NA	\$2,850.00
Window cleaning	Annually	SWC	NA	NA	\$5,000.00
FIRE PROTECTION	Adhoc	ONBFS			\$6,000.00
Fire Monitoring	Quarterly	ADT Fire Monitoring	NA	NA	\$2,364.00
Fire Equipment Servicing including	Monthly	ONBFS	NA	NA	\$6,100.00
- Sprinkler system					
- Detection					
- OWS					
- Emergency lighting					
- Fire doors					
- Extinguishers					
- Fire hose reels					
- Hydrants					
GARDENING					
Irrigation pump & controller (season dependant)	Adhoc	Easyrain	NA	NA	
Underground rainwater tank	Adhoc	Easyrain	NA	NA	
Gardening	Monthly	Whip it Lawns & Gardens	NA	NA	\$21,820.00
KEYS, FOBS, REMOTES & INTERCOMS					
Fobs/Access Devices	Adhoc	Building Manager	NA	NA	In contract
Locksmith	Adhoc	Class Locksmiths - foyer doors	NA	NA	
Intercom	Adhoc	SMR Communications	NA	NA	
GARAGE MAINTENANCE					
Garage Door	3 mth	ACT Doorland	NA	NA	\$1,000.00
Garage cleaning	Annually	Belmik	NA	NA	\$2,475.00
Carpark ventilation - CO2 (Vents & Sensors)	6 mth	Maritex	NA	NA	\$1,960.00
OTHER BUILDING MAINTENANCE & CONTRACTS					
Accountant - Tax Return	Annual	Kelly + Partners	NA	NA	\$227.00
Accountant - BAS	Quarterly	Kelly + Partners	NA	NA	\$545.45
Basement Sweep	Annual	Belmik	NA	NA	\$2,475.00
Building Manager	Monthly	Laing + Simmons	NA	NA	\$59,318.18
Cleaner	Monthly	Bliss Solutions	NA	NA	\$48,240.00
Cleaning out hoppers	Adhoc	Building Manager	NA	NA	In contract
Insurance	Annual	BCB Brokers	NA	NA	\$39,450.00
Lift maintenance contract	Quarterly	Kone	NA	3 years	\$15,640.00
Pest Control	Annually	Royal Pest Control	6 months	NA	\$2,550.00
Pool	Monthly	Total Pool Services	NA	NA	\$4,650.00
Strata Management	Monthly	LMM Solutions	NA	29/9/19 to 29/09/22	\$59,345.18
UTILITIES					
Electricity	Quarterly	Actewagl	NA	NA	\$35,000.00
Water	Quarterly	Icon Water	NA	NA	\$67,650.00
Telephone - lift phones	Monthly	Internode	NA	NA	\$998.00

Insurance Valuation Report

For

"Wilara"

121 Easty Street & 15 Mower Place, Phillip
Scheme Number: UP4066



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 125880

13 December 2017

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 2412,
Tuggeranong DC ACT 2901

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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 that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **121 Easty Street & 15 Mower Place, Phillip.**

1.2 Property Address

The property is situated at **121 Easty Street & 15 Mower Place, Phillip.**

1.3 Description of Building

The property comprises two hundred and one residential apartments in eight separate three storey buildings with allocated car spaces in secure basement garage areas. Access to the upper floors is by internal stairs & lobbies. Common property includes swimming pool, covered bbq facilities, gym room, caretakers store building, driveway pavings & visitor parking, boundary walls & fences and general site landscaping.
In accordance with the plans provided the date of registration of the scheme is 2014.

1.4 Client

The Owners Corporation "Wilara" .

1.5 Replacement Value

Recommended Insured Value: **\$65,000,000 (Inc GST)**

1.6 Inspector Details

Inspector Number

101

R.T. Haughney

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures.

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.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

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: \$49,400,000

Allowance for Cost Escalation:

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

Calculated at 5% over the period \$4,200,000

Progressive Subtotal: \$53,600,000

Professional Fees: \$5,000,000

Progressive Subtotal: \$58,600,000

Removal of Debris: \$3,000,000

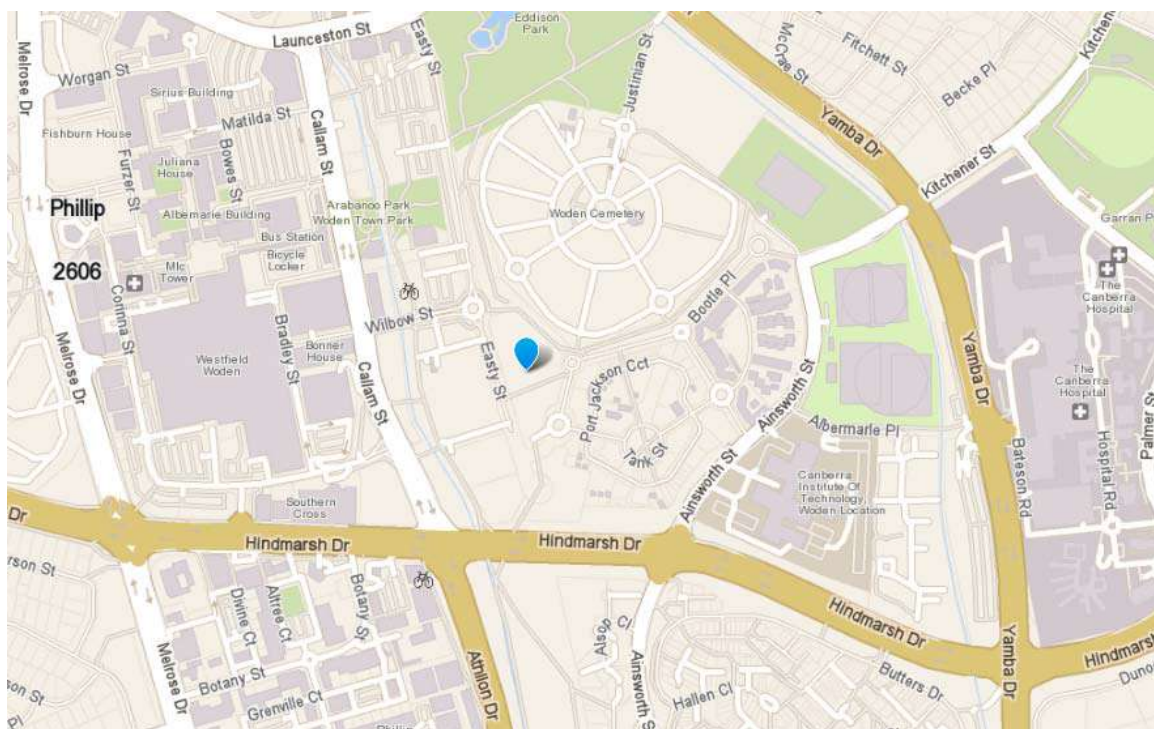
Progressive Subtotal: \$61,600,000

Cost Escalation: \$3,400,000

Progressive Subtotal: \$65,000,000

Recommended Insured Value: \$65,000,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Combination of face brick and rendered & painted.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framing low pitched.

ROOFING: Profiled steel sheet linings.

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'
- 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 services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



FirstRate Report



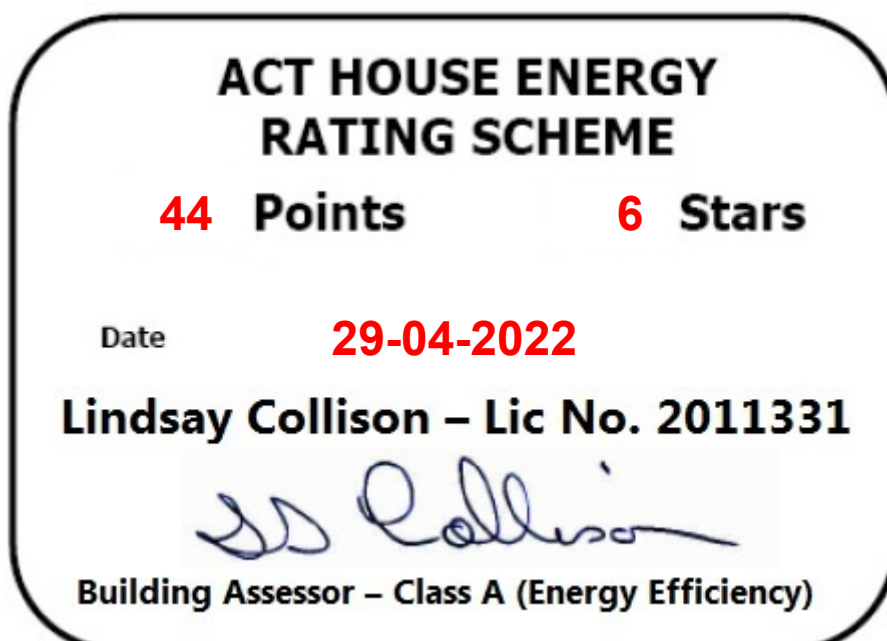
YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 44 POINTS**

Name: Euan William Ruddick **Ref No:** 35465

House Title: Unit 33, Block 2, Section 177 **Date:** 29-04-2022

Address: Unit 33 of 121 Easty Street
Phillip 2606

Reference: C:\REPORTS\...\EASTY STREET PHILLIP 33 OF 121



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	44											
Potential	44											

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

Design options

Additional points

DESIGN OPTIONS

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

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

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 33, Block 2, Section 177, Unit 33 of 121 Easty Street, Phillip

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	109	Insulation:	-96			
WALL				-2	0	-2
Surface Area:	-5	Insulation:	4			
		Mass:	-1			
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-2			
		Mass:	4			
AIR LEAKAGE (Percentage of score shown for each element)				6	0	6
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	32 %			
Exhaust Fans	50 %	Doors	5 %			
Down Lights	0 %	Gaps (around frames)	13 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-14	-8	-22
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	9	19%	-37	25	-8	-20
SSE	1	1%	-3	1	-1	-2
Total	10	20%	-40	26	-8	-22

* 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	-14	44*

* includes 29 points from Area Adjustment

Detailed House Data

House Details

ClientName	Euan William Ruddick
HouseTitle	Unit 33, Block 2, Section 177
StreetAddress	Unit 33 of 121 Easty Street
Suburb	Phillip
Postcode	2606
AssessorName	Lindsay Collison
FileCreated	29-04-2022
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	43.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	15.4m	2.5m
2	Brick Veneer	No	R2.0	2.6m	2.5m
3	Weatherboard	No	R2.0	5.0m	2.5m
4	Framed: FC Sheet Clad	Yes	R0.0	7.0m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	55.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	1.3m	2.4m	No	SG	ALIMPR	HB	No	0.8m	0.8m	0.3m
2	ENE	2.3m	2.7m	No	SG	ALIMPR	HB	No	2.4m	2.4m	0.5m
3	SSE	0.8m	0.9m	No	SG	ALIMPR	OW	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ENE	1.3m	2.4m	0.0m	0.0m	0.0m	0.0m	2.6m	3.6m	0.6m	0.4m
3	SSE	0.8m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	1.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average
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Air Leakage Details

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

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Rater Comments

House Details

ClientName	Euan William Ruddick
HouseTitle	Unit 33, Block 2, Section 177
StreetAddress	Unit 33 of 121 Easty Street
Suburb	Phillip
Postcode	2606
AssessorName	Lindsay Collison
FileCreated	29-04-2022

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

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

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

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

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

WHAT IS RATED?

The rating is dependent on:

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

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

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

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

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



Certificate of Currency

Policy Number BP20200022

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

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

Item 3 **Professional Services covered by this policy:**
Building Inspections, Timber Pest Inspections, Pest Control

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

Item 5 **Period of Insurance:** From 20/07/2021 To 4.00 pm on 20/07/2022

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

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

Public Liability

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

Date and Place of Issue 13/07/2021 Melbourne, Victoria

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



Najibi Bisso, Manager

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

PAYMENT PENDING

As per terms and conditions in the Residential
Reports Client Guarantee



Tax Invoice

Inspection Number 35465

Please ensure this number is used when making payment

28 April 2022

Euan William Ruddick


For the Property at: 33/121 Easty Street Phillip ACT 2606

FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	359.00
Access Canberra EER Lodgement Fee (no GST)	36.00
GST INCLUDED IN TOTAL	32.63
TOTAL	\$395.00

Thank you for your business

***We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service***

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 35465
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 35465 IMPORTANT: PLEASE ensure this unique ID is used



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

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

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

35 Poynton Street Hughes ACT 2605 **p** 6288 0402

info@residentialreports.com.au

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

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now [#]
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

**Results of 2005 Asbestos Survey of over 600 ACT Homes. [#]One MCA was found in a 1985 house supporting roof tiles on a gable end.*

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

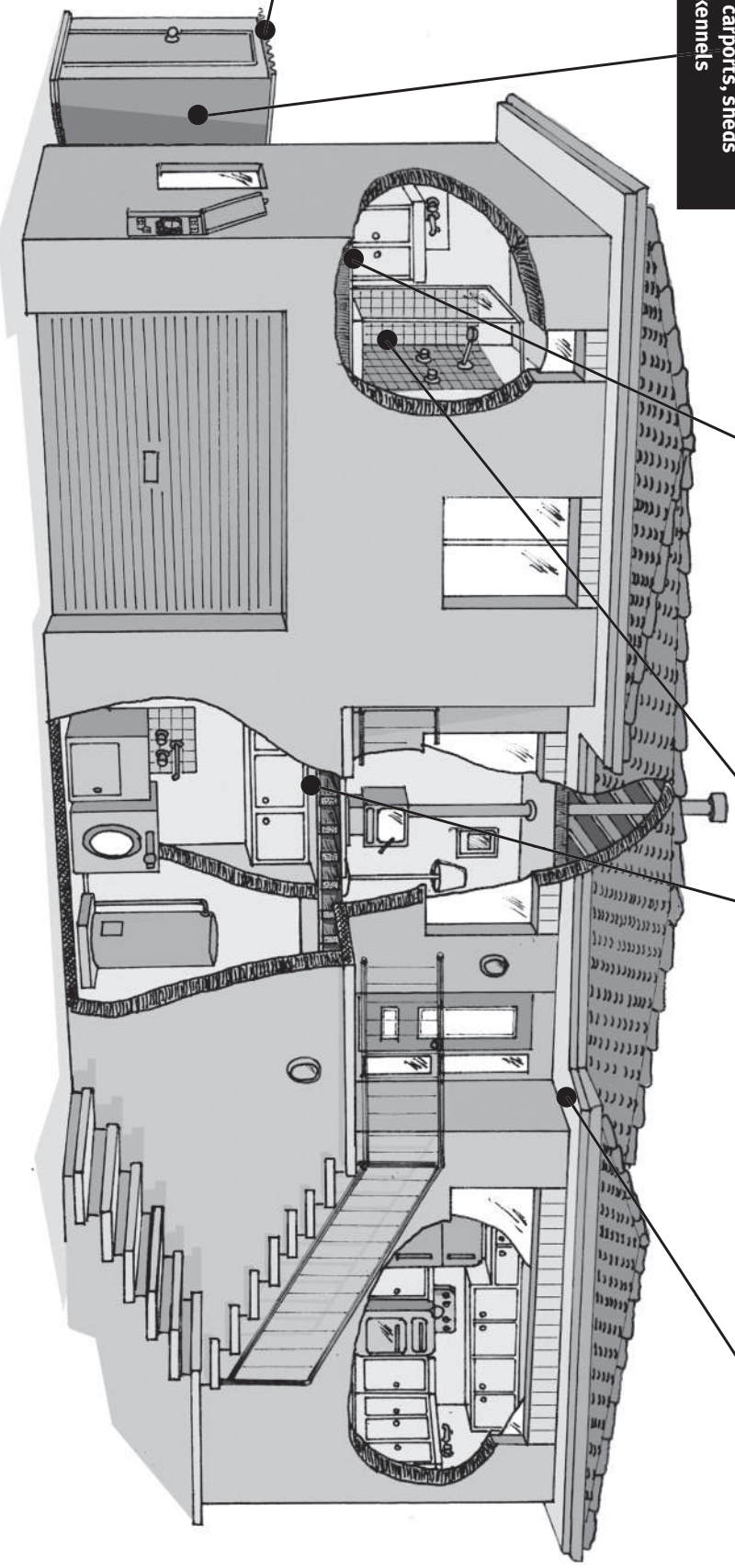
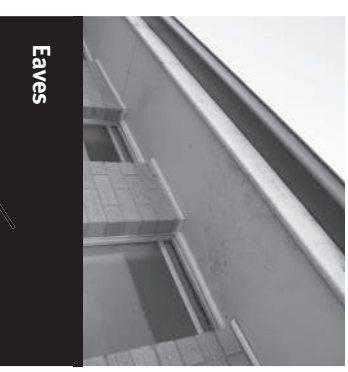
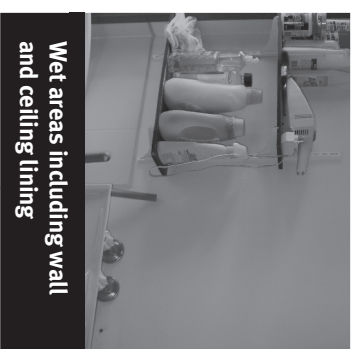
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



Asbestos Awareness.

Helping everyone breathe easier.