actlawsociety

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		106	12812	45 - 59	33	Dickson
		and known as G2/19 Challis St, Dickson ACT 2602				
Seller	Full name	**Group 28 Pty Ltd ATF EL Trust**				
	ACN/ABN	631 464 492 / ABN 85 601 740 270				
	Address	15 Giblin Street, Downer ACT 2602				
Seller Solicitor	Firm	**Terracon Legal**				
	Email	ben@terraconlegal.com.au				
	Phone	02 6128 0755	Ref: Benjamin Grady			
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name					
Seller Agent	Firm					
	Email					
	Phone		Ref:			
	DX/Address					
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☐ Vacant possession	☒ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in this Contract				
Goods	Description	Refer to Special Condition 54				
Date for Registration of Units Plan		Not applicable				
Date for Completion		On or before 30 days from the Date of This Contract				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☒ No	☐ Yes			
Residential Withholding Tax		New residential premises?	☒ No	☐ Yes		
		Potential residential land?	☒ No	☐ Yes		
		Buyer required to make a withholding payment?	☒ No	☐ Yes (insert details on p.3)		
Foreign Resident Withholding Tax		~~Relevant Price more than $750,000.00?~~	~~☐ No~~	~~☐ Yes~~		
		Clearance Certificates attached for all the Sellers?	☒ No	☐ Yes		

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.				
Buyer	Full name			
	ACN/ABN			
	Address			
Buyer Solicitor	Firm			
	Email			
	Phone		Ref	
	DX/Address			
Price	Price	$	(GST inclusive unless otherwise specified)	
	Less deposit	$	(10% of Price)	☐ ~~Deposit by Instalments (clause 52 applies)~~
	Balance	$		
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐ Tenants in common in the following shares:

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature **REFER TO EXECUTION PAGE**	**Buyer signature** **REFER TO EXECUTION PAGE**
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% 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	$880.00(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		Phone	
Address			

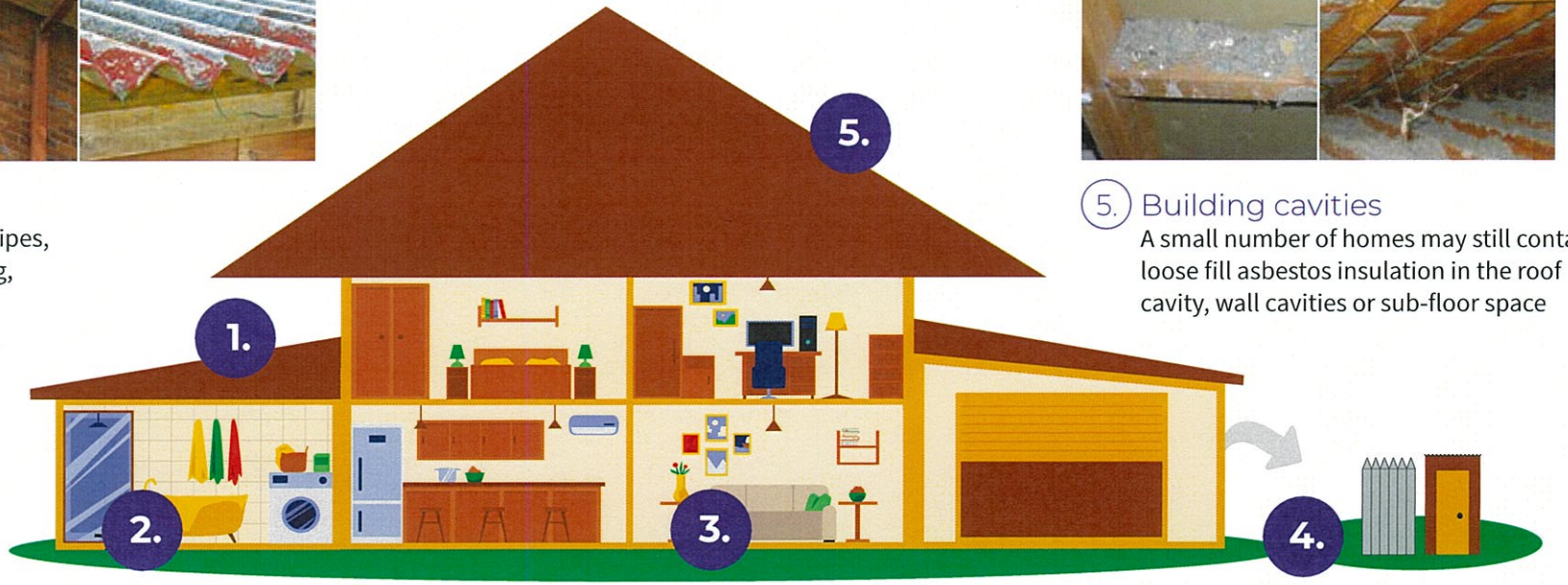
If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

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



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



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



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



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



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

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

ACT Government

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation

Manage asbestos safely

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

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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.

Unit 106 UP No. 12812
Block 45 Section 103 Dickson

Warnings

1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).

2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.

3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.

4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.

5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.

6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.

7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act* 2007,Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Unit 106 UP No 2142
Block 45 Section 93 Strathnairn

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Unit 1 of UP No. 1681 & Block 45 Section 33 Bruce ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

Unit 196 UP No. 12512
Block 47 Section 33 Dickson

3. Title to the Lease

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

3.2 The Lease is transferred subject to its provisions.

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

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.

4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.

4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

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

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an

Unit 105 UP No. 1232
BSA s 45 Section 63 Block 6

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;

Unit 106 UP No 42812
BP 10 45 Section 88 Jackson

(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;

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

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

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

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

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

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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

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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

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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

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* Alter as necessary

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

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

20. Termination — Seller default

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

20.1.1 terminate and seek damages; or

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

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

21. Rescission

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

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

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

22. Damages for delay in Completion

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

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

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

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

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

22.3 The parties agree that:

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

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

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

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

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

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

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

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37. Unregistered Units Plan

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

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

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

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

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

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

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

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

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

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

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

37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and

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

37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:

38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or

38.1.2 there would be a breach of a warranty provided in clause 37.10:

(a) were this Contract completed at the time it is rescinded; and

(b) the Buyer is significantly prejudiced by the breach,

and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.

38.2 A notice must be given:

38.2.1 under clause 38.1.1:

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

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

(i) the Date of this Contract; and

(ii) another period agreed between the Buyer and Seller ends; or

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

(a) about the breach; and

(b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

(a) the Buyer's copy of the Contract is received by the Buyer;

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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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.

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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:

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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.

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* Alter as necessary

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

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

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

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

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Annexure A – Special Conditions

54 Definitions

In this Contract, where words are defined in the General Conditions those words will have the meanings given to them in the General Conditions otherwise the following definitions apply:

Authority means the Crown, any governmental, semi-governmental, quasi-governmental, fiscal or judicial body, department, commission, tribunal, public or statutory instrumentality, administrative agency, authority, Minister, body or other similar entity have jurisdiction in relation to the Property.

Breach means any breach of or non-compliance (or any alleged breach or non-compliance) with the *Public Unleased Land Act 2013* (ACT), *Environment Protection Act 2013* (ACT), *Building Act 2004* (ACT), *Planning Act 2023* (ACT), the *Australian Capital Territory National Land (Leased) Ordinance* 2022 or their predecessors or substitutes, any other laws in respect of the Property.

Buyer's Warranties means the warranties provided by the Buyer as set out in Annexure D.

Certificates means a certificate relating to the compliance with any building or development laws (including, but not limited to, a compliance certificate or certificate under the *Building Act 2004* (ACT)).

Claim means any action, cause of action, debt due, cost, expense, claim, demand, damage, decision, determination, inquiry, judgment, order, suit or verdict, loss, either at law or in equity or in tort or arising under any statute, regulation or other instrument, or arising under any award, certified agreement, enterprise agreement or other instrument made or approved under any law, whether present or future, actual or contingent and howsoever arising or described.

Contamination means:

(a) the presence in, on, over or under land (including both surface and ground water and air) of a substance (whether sold, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally or naturally present in, on, over or under land (including both surface and ground water and air) in the same locality, being a presence that presents, or has the potential to present, a risk of harm to human health or any other aspect of the Environment, or which makes the Property unsafe, unfit, or harmful for use and occupation by any person for a use similar to the use for which the Property has been used, and Contaminant and Contaminated have corresponding meanings;

(b) without limiting paragraph (a), includes 'contaminated' as defined in the Environmental Law.

Contract means this contract for sale of land and includes any annexure, attachment, schedule or exhibit.

Defects means any defect arising from improper materials or workmanship.

Due Diligence Material means:

(a) all information, documents or materials attached or exhibited to, or forming part of this Contract; and

(b) all information, documents or materials provided to the Buyer or their representatives by or on behalf of the Seller;

(c) all information, documents or materials which the Seller can demonstrate was otherwise made available by or on behalf of the Seller to, or for inspection by, the Buyer or their representatives.

Encroachment means any encroachment (or any alleged encroachment) by any building or structure onto the Property or by the improvements onto any adjoining land, or any other building or structure onto any adjoining land.

Environmental Law means the *Environment Protection Act 1997* (ACT).

Exclusions means all items, chattels, fixtures and fittings on the Property which are:

(a) the Lessee's Property;

(b) not owned by the Seller; or

(c) otherwise specifically excluded from the sale.

General Conditions means the ACT Law Society standard form of contract for the sale of land – 2024 edition (including, for the avoidance of doubt, the Schedule and the general conditions).

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

Guarantor means, if the Buyer is a proprietary limited company, all directors of the Buyer.

Inclusions means all plant, equipment, and other assets on the Property owned by the Seller at the Date of this Contract but excludes the Exclusions.

Insolvency Event means:

(a) where a party is a corporation, it is subject to any one or more of the following circumstances:

(i) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));

(ii) it has a controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;

(iii) execution or distress or any other process is levied or attempted or imposed against or over any of its undertaking, property or assets;

(iv) a compromise, arrangement, assignment, moratorium or composition is proposed with, or becomes effective in relation to, its creditors or any class of its creditors (in each case, other than to carry out reconstruction or amalgamation while solvent);

(v) an application of order has been made, resolution passed, proposal put forward or any other action taken, in each case in connection with it, which is preparatory to or could result in any of the things referred to in paragraphs (i) to (iv) above;

(vi) it is taken (under section 459F of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand;

(vii) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);

(viii) it is unable to pay its debts as and when they fall due; or

(ix) something having a substantial similar effect to any of the things referred to in paragraphs (i) to (viii) above happens in connection with it under the law of any jurisdiction.

(b) where a party is an individual, they are subject to one or more of the following circumstances:

(i) commits an act of bankruptcy under any Act;

(ii) enters into any arrangement, or transfers any assets, for the benefit of creditors;

(iii) admits that any of their debts cannot be repaid; or

(iv) anything analogous or of substantially the same effect to any events referred to in paragraphs (i) to (iii) above.

Lessee means the lessee under the Sublease.

Lessee's Property means fixtures, fittings, furnishings, plant and equipment and other property, owned, leased or hired by any Lessee, which are located in or on the Property and which the Lessee or their financier is entitled to remove from the Property.

Security means any original bank guarantee or cash bond held in a trust account provided to the Seller by a Lessee under the terms of a Sublease.

Seller's Warranties means the warranties provided by the Seller as set out in Annexure C.

Service Contracts means those contracts entered into by the Seller for servicing or maintaining plant or equipment or for the provision of services at the Property.

Special Conditions means the further clauses contained in this Annexure A.

Sublease means the sublease between the Seller (as landlord) and a Lessee, a copy of which is annexed to this Contract or otherwise registered on the title for the Land.

Sublease Documents means any Sublease and any other documents that relates to a Sublease and as annexed or attached to this Contract.

Sublease Payments means all rent, outgoings, and other payments that a Lessee is required to make under the terms of a Sublease to the Seller.

55 General

(a) To the extent that the General Conditions are inconsistent with these Special Conditions, these Special Conditions override the General Conditions.

(b) This Contract cannot be varied, except by a later written document executed by all parties.

(c) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right.

(d) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.

(e) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.

(f) The Buyer must provide all reasonable assistance to the Seller to assist with the Seller complying with its obligations under this Contract.

(g) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

(h) If a clause or part of a clause is unenforceable, voidable, invalid, or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this contract or is contrary to public policy.

(i) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.

(j) This Contract is properly executed if each party executes either this document or an identical document.

(k) In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.

(l) The provisions of this Contract which are intended to have application after Completion, continue to apply from Completion and do not merge on Completion (including the obligation for the Buyer to make any payment).

56 Amendments to General Conditions

(a) The following definitions are deleted from clause 1.1 of the General Conditions:

(i) Building Conveyancing Inquiry Document;

(ii) Building and Compliance Inspection Report;

(iii) Energy Efficiency Rating Statement;

(iv) Pest Inspection Report;

(v) Pest Treatment Certificate;

(vi) Prescribed Building;

(vii) Prescribed Terms; and

(viii) Required Documents.

(b) The following clauses in the General Conditions are deleted: 4, 5.1, 5.3, 6.1, 6.2, 7.1.2 to 7.1.4 (inclusive), 7.2.3 to 7.2.6 (inclusive), 8.5, 9, 10, 12, 14 to 15 (inclusive), 24, 27 to 30, 32, 33, 36 to 50 (inclusive), and 53.

(c) In General Condition 2.3, the reference to "or in cash (up to $3,000.00)" is removed.

(d) General Condition 6.4.5 is deleted and replaced with "any Breach of Covenant".

(e) General Condition 10 is removed and replaced with the following:

Clause 10 – Inspection and condition of the Property

Subject to any rights of a Lessee under a Sublease, the Buyer may conduct a pre-settlement inspection of the Property within 7 days prior to the Date for Completion at a time convenient to the Seller and Buyer provided that the Seller is given reasonable notice and the Buyer complies with all reasonable directions by the Seller.

(f) General Conditions 17.1.1(a) and 17.1.2(a) are amended by removing "5%" and replacing it with "$1,000 including GST".

(g) The following clause is inserted as a new General Condition 18.12 to read as follows:

"If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

(a) extend the period for Completion under the Notice to Complete; or

(b) withdraw the Notice to Complete,

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

(h) General Condition 22.1.1 is amended by removing the words 'the date 7 days after'.

(i) General Condition 22.1.3 is amended by replacing the words "if Completion occurs later than 7 days after the Date for Completion" with ", however, this clause 22.1.3 does not apply for the benefit of the Buyer".

57 Buyer acknowledgements

The Buyer acknowledges and agrees:

(a) subject to the *Competition and Consumer Act 2010* (Cth), no warranties or representation by the Seller or any agent on its behalf were made relating to the Property and the Buyer has relied on its own inspections and enquiries concerning the Property prior to entering this Contract;

(b) the insurance risk for the Property passes to the Buyer on and from the Date of this Contract;

(c) that before entering into this Contract, the Seller gave the Buyer a reasonable opportunity to inspect and review the Due Diligence Material;

(d) that before entering into this Contract, the Buyer read and understood the Due Diligence Material;

(e) that if documents or copies of documents were attached to this Contact other than by the Seller, the person attaching them did so as agent for the Seller;

(f) subject to other provisions of this Contract, including the Seller's Warranties:

(i) the Seller and its consultants, employees and agents do not warrant the contents of, or that there are no omissions from, the Due Diligence Material;

(ii) that in entering into this Contract, the Buyer:

(A) has not relied on any statement, promise, warranty or representation made or any other conduct engaged in by the Seller or any person on behalf of the Seller except as expressly provided for in this Contract;

(B) has relied entirely on the Buyer's own enquiries and inspections of the Property;

(C) has satisfied itself as to the nature, quality, condition and state of repair of the Property (including the soil and sub-strata of the Property) and the purposes for which the Property may be lawfully used;

(D) has not been induced to enter into this Contract by the Due Diligence Materials;

(E) acknowledges that the Due Diligence Materials were prepared and provided solely to assist the Buyer in its investigations;

(iii) it is aware of all restrictions on development of the Property (if any) and purchases the Property subject to all restrictions relating to the use and development of the Property;

(g) it has satisfied itself as to:

(i) the terms of any Affecting Interest or Encumbrance;

(ii) the boundaries or area of the Property;

(iii) the value of the Property from its own independent valuations and reports;

(iv) any listing or interim listing of the Property or any heritage register or any recommendation, listing, or affectation in respect of the Property by any conservation body;

(v) the present and future economic feasibility and economic return of the Property by conducting its own due diligence process making its own projections, assumptions and forecasts;

(vi) the presence of any Contamination in, on, or under or emanating from or onto the Property or surrounding areas or in any groundwater and in relation to potential or actual Contamination regarding the Property, including by inquiring of the relevant authorities and undertaking searches of public registers as to pollution and environmental risks;

(vii) the suitability of the Property or Improvements for any use by inquiring with the relevant Authorities as to zoning and planning restrictions (including all approvals) on or in respect of the Property and the use to which the Property may be put and the development potential of the Property and as to any approvals granted by any authority in relation to the Property;

(viii) the rights and privileges relating to the Property;

(ix) any notices or orders issued under a statute or by an authority or any Court requiring work to be done or money spent on or in relation to the Property or any road or waterways adjoining the Property; and

(x) the position or applicability of any flood levels.

58 Condition of Property

(a) The Buyer acknowledges and agrees that the Property is sold in an 'as-is where-is' condition and state of repair (including structural repair) at the Date of this Contract with all faults, omissions, Defects and Contamination (whether or not they are apparent by inspection) and all infestations and dilapidations including any matter disclosed in this Contract and the Due Diligence Material.

(b) The Buyer must not make any Claim, requisition, delay Completion, terminate or rescind this Contract due to any of the following:

(i) the condition or state of repair of the Property;

(ii) any Encroachment by or on the Property;

(iii) any listing or interim listing of the Property on any heritage register or any recommendation, listing or affectation in respect of the Property by any conservation body;

(iv) anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;

(v) any omission or mistake in the measurement or description of the Property or Seller;

(vi) the existence or non-existence of any Certificates or approvals for any additions, alternations, structure of building on the Land;

(vii) loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the Property prior to Completion;

(viii) any actual or alleged Breach;

(ix) any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;

(x) any Claims (whether threatened or actual) with respect to the common property or any body corporate related to the Property;

(xi) loss, damage or need for further works (whether repair or otherwise) to the Property;

(xii) any actual or potential breach or Claim with respect to the Lease;

(xiii) any installation or services which are on or pass through or over the Property which are used by adjoining land or pass through any other land despite the absence of easements or rights affecting or benefiting the Property;

(xiv) requirements of an Authority (whether made before or after the Date for Completion);

(xv) any Contamination located at, emanating or escaping from, or affecting the Property or any Contamination located at the Property which has affected or is affecting the surrounding properties;

(xvi) anything disclosed in the Due Diligence Material;

(xvii) any application under the *Native Title Act 1993* (Cth) or the *Native Title Act 1994* (ACT) in respect of the Property;

(xviii) non-compliance of the Property with any law; or

(xix) the existence or non-existence of any services or utilities.

59 Inclusions and Exclusions

(a) The Inclusions are included in the sale of the Property to the Buyer.

(b) The Exclusions do not form part of the sale of the Property to the Buyer.

(c) The Inclusions are sold to the Buyer free from all Affecting Interests.

(d) The Buyer must not make any Claim or delay Completion due to any damage, breakdown or failure of any Inclusions after the Date of this Contract.

(e) The Seller is not liable for, and the Buyer releases the Seller from all liability or loss arising from, and cost incurred in connection with, damage to, mechanical breakdown of, or fair wear and tear to, the Inclusions which occur after the Date of this Contract, unless caused by the Seller's negligence.

(f) The Seller need not give formal delivery of the Inclusions included in the sale but must leave them at the Property on Completion.

(g) The Seller warrants that the Inclusions will be free of encumbrances on Completion.

60 Contamination

(a) The Buyer warrants it has entered into this Contract in reliance on its own environmental audit and assessment of any Contamination on or in the Property and advice from its consultants to the extent of any Contamination on or in the Property.

(b) The Buyer acknowledges that it has not relied on any statement, representation, information or other materials with respect to Contamination in or on the Property prior to entering this Contract and that no warranties were given by the Seller with respect to the presence or extent of Contamination on or affecting the Property.

(c) Despite any provision of the Contract to the contrary, to the maximum extent permissible by law, on and from Completion, the Buyer shall assume all responsibility for and make no claim against the Seller with respect to, and releases the Seller from, any loss or any Claim in respect of the following whether arising from anything before or after the Date for Completion:

(i) any direction, notice or order given or made after Completion under any Environmental Law in relation to the Property;

(ii) any breach of any Environmental Law which relates to the Property;

(iii) any Claim, order, notice or direction by any Authority or other third party arising out of or in relation to the Property or any adjoining land or water, including the presence on, in or

under the Property or any adjoining land or water not owned by the Buyer, of any Contaminant;

(iv) the presence of Contamination in, under, above or within the Property;

(v) the emanation or escape of Contamination from the Property or adjoining land (including through the medium of ground water);

(vi) any act or omission, whether negligent or otherwise, on the part of any Authority or any prior owner or occupier of the Property and not relating to or arising out of the condition of the Property; or

(vii) compliance with any Environmental Law or requirements of any Authority in respect of the Contamination (including any clean up orders or similar requirements imposed by an Authority).

(d) This Special Condition 60 will not merge on Completion.

61 Sale subject to Sublease

(a) The Property is sold and the Buyer takes title subject to the Sublease.

(b) In consideration of payment of the Price, the Seller assigns to the Buyer, subject to and with effect from Completion, the benefit of all assignable covenants under or contained in the Sublease on the part of a Lessee, in favour of the Seller and any predecessor in title, whether or not those assignable covenants touch and concern or run with the land, together with the full benefit of any assignable guarantees in favour of the Seller contained in the Sublease.

(c) The Buyer:

(i) acknowledges that it has inspected and undertaken its own due diligence of the Sublease and made its own enquiries in relation to all matters in the Sublease and represents and warrants that it has satisfied itself in all respects; and

(ii) accepts the Sublease and the Sublease Documents.

(d) The Seller does not warrant or represent any of the following:

(i) the Sublease will be in existence or will be in force as at Completion;

(ii) the Lessee will not be in default under the Sublease as at Completion;

(iii) the Lessee will be in occupation of the Land at Completion;

(iv) the Sublease is legally binding and valid;

(v) the Lessee is able to comply with its obligations under the Sublease;

(vi) the Security is valid, enforceable or assignable to the Buyer; and

(vii) the Sublease Documents comply with all relevant legislation, including but not limited to the *Leases (Commercial and Retail) Act 2001* (ACT), the *Civil Law (Property) Act* 2006 (ACT) or the *Land Titles Act 1925* (ACT), and

the Buyer is not entitled to rescind, terminate or delay completion of this Contract, nor to make any Claim because of any matter referred to in this Special Condition 61(d) occurring on or before Completion.

(e) The Buyer is not entitled to rescind, terminate or delay completion of this Contract, or make any Claim in relation to any matter relating to the Sublease, including:

(i) by reason of any term of the Sublease;

(ii) in relation to the use of any premises the subject of the Sublease;

(iii) in relation to any outstanding breach of the Sublease or any relevant legislation including but not limited to the *Leases (Commercial and Retail) Act 2001* (ACT), the *Civil Law (Property) Act 2006* (ACT) or the *Land Titles Act 1925* (ACT);

(iv) on the grounds that the term of the Sublease is or may be unenforceable or that the Sublease is unenforceable or open to termination; and

(v) that the actual area of any of the premises the subject of the Sublease (as surveyed in accordance with the Property Council of Australia method of measurement) is different to that stated in the Sublease Documents or in information made available to the Buyer.

(f) From Completion, the Buyer must comply with the obligations of the lessor or licensor under the Sublease including but not limited to complying with the obligations of the Seller for any option to renew, and any covenants that do not touch and concern or run with the Land.

(g) The Buyer indemnifies the Seller from and against any Claim that may be made against the Seller as a result of a failure by the Buyer, or its assignees, to observe and comply with the covenants and undertakings on the part of the lessor or licensor under the Sublease after Completion or any liability relating to the Property or its operation after Completion.

(h) Prior to Completion:

(i) the Seller is entitled to draw or call on the Security; and

(ii) the Seller is not under any obligation to enforce any term of the Sublease, unless the Seller is required to under the terms of the Sublease, in which event it will notify the Buyer.

(i) The Seller agrees that after the Date of this Contract until Completion it will not without the prior written approval of the Buyer:

(i) enter into any new tenancy including any further lease;

(ii) consent to any subleases or sub tenancies relating to the Property;

(iii) consent or approve any variation, assignment, transfer or surrender of the Sublease;

(iv) terminate the Sublease or take steps to re-enter or waive any breach of the Sublease Document.

(j) The Seller will provide the Buyer with any original Sublease Documents it has in its possession as at the Date of this Contract on Completion (including, subject to the Seller exercising its right under Special Condition 61(h), the Security).

(k) From Completion, in respect of each bank guarantee which the Seller delivers to the Buyer:

(i) if assignment is permitted and effective, the Seller assigns all its rights under the bank guarantee to the Buyer and will prepare notices to each bank advising of such assignment; or

(ii) if assignment is not permitted or is ineffective:

(A) the Seller must deliver to the Buyer at Completion, letters to each Tenant and to each bank, notifying them of the sale of the Property and asking the bank to redraw the bank guarantees in the Buyer's favour (and the Tenant to provide any approval required for this to occur); and

(B) until such time as replacement bank guarantees are provided but by no later than three (3) months after Completion, the Seller holds its rights under the bank guarantees for the benefit of the Buyer and must promptly do whatever the Buyer reasonably requires at the Buyer's expense to enable the Buyer to enjoy that benefit.

(l) The Seller must prepare and deliver to the Buyer at Completion a notice in favour of each guarantor under the Sublease, giving the guarantor written notice of the assignment to the Buyer of the benefit of the relevant guarantee.

(m) Where the Seller holds a cash deposit from the Lessee under the Sublease, the amount of the Price payable by the Buyer to the Seller on the Completion Date will be reduced by the amount of such cash deposit.

(n) The Seller will provide the Buyer with a notice of attornment addressed to the Lessee on Completion. The Buyer must serve the notice of attornment on the Lessee as soon as reasonably practicable following Completion.

(o) If required by a Sublease Document or the Seller, the Buyer must enter a deed of covenant prepared by the Seller at its cost under which the Buyer recognises the Lessee's interest in the Property under the Sublease Document and confirms that the Buyer will have the benefit of the Lessee's covenant under the applicable Sublease Document. If required, the Buyer must sign and return the original to the Seller within five (5) Business Days of being provided with the executable version.

(p) Subject to the Seller holding an original duly signed copy of the Sublease on the Date of this Contract in registrable form, the Seller agrees to arrange for the registration of the Sublease prior to Completion.

62 Completion

(a) Completion of this Contract is to take place on the Date for Completion.

(b) If this Contract is not to be conducted as an Electronic Transaction, the parties must complete this Contract by no later than 4.00pm at the Seller's solicitor's office in Canberra, ACT.

63 Adjustments

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in General Condition 8.1 will be adjusted from the Date for Completion and not the date that Completion takes place.

64 Adjustment of Sublease Payments

(a) The Seller is entitled to Sublease Payments up to and including Completion. The Buyer is entitled to Sublease Payments following Completion.

(b) The Seller and the Buyer acknowledge and agree that:

(i) the parties must adjust the Sublease Payments in accordance with this Special Condition 64 in order to give effect to Special Condition 64(a); and

(ii) the party that issues a tax invoice to a Lessee will retain the GST paid by that Lessee.

(c) If any Sublease Payment on the Date for Completion is in arrears for any period up to and including the Date for Completion (including, for the avoidance of doubt, any Sublease Payment that is payable but unpaid for the relevant period in which Completion occurs):

(i) that Sublease Payment will not be adjusted on the Date for Completion and the parties must, if necessary, promptly adjust the Sublease Payment when it is received by either party;

(ii) when any Sublease Payment for a period up to and including the Date for Completion is received by the Buyer, the Buyer must promptly account to the Seller for any Sublease Payment that it receives in respect of a period up to and including the Date for Completion;

(iii) despite anything to the contrary, that Sublease Payment (and to the extent only that it relates to a period up to and including the Date for Completion) is not included in this sale and is not assigned to the Buyer on the Date for Completion; and

(iv) if the Seller's right to recover that Sublease Payment is not preserved by Special Condition 64(c)(ii), then the Buyer must assign the Sublease Payment to the Seller (but to the extent only that relates to a period up to and including the Date for Completion) and do everything reasonably necessary (at the Seller's cost and expense) to assist the Seller to recover such amounts from the relevant Lessee.

(d) If any Sublease Payment for a period beginning before and ending after the Date for Completion is reassessed after the Date for Completion, including by way of a review of rent, the parties must adjust the reassessed amount under Special Condition 64(e). If a Lessee is obliged to pay an estimate of any Sublease Payment:

(i) that estimate is adjusted on the Date for Completion; and

(ii) the parties must adjust the estimate against the actual Sublease Payment under Special Condition 64(e).

(e) The parties agree:

(i) if a Sublease Payment was adjusted at Completion on an amount that proves to be different from the actual amount of the Sublease Payment, then either party may require a readjustment. The readjustment will be made within 21 days after completion of the final accounts for the outgoings year current as at the Date for Completion;

(ii) if a payment is made or a refund given because an amount of a Sublease Payment is unpaid and that Sublease Payment is later paid then the party receiving the payment must make any appropriate adjustment in favour of the other party;

(iii) the parties must co-operate, act promptly and reasonably, and provide each other with the financial and other information required to make the post-settlement readjustments.

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65 GST – Sale of going concern

(a) In this Special Condition 65 for an expression or definition not defined in this Contract is taken to have the same meaning given to the term in the GST Law.

(b) The Seller and the Buyer agree that the supply by the Seller of the Property owned by the Seller and any related supplies by the Seller to the Buyer under or in connection with this Contract, including the supply of a leasing enterprise, is the supply of a going concern for the purposes of section 38-325 of the GST Law and the Seller and the Buyer intend that the supply will be GST-free under that section.

(c) The Buyer warrants to the Seller that it is registered or is required to be registered under the GST Law, and will remain so up to and including Completion, so as to satisfy the requirements of section 38-325(1)(b) of the GST Law.

(d) The Seller warrants to the Buyer that it will carry on the relevant enterprise until the day of supply, so as to satisfy the requirements of section 38 325(2)(b) of the GST Law.

(e) The Buyer acknowledges that the Price has been agreed upon the assumption that the supply of the Property and any related supplies by the Seller to the Buyer under or in connection with this Contract are GST-free and the Buyer agrees (if that assumption is incorrect) to pay to the Seller the amount of any GST imposed on the supply, within ten (10) Business Days of receipt of a tax invoice from the Seller.

(f) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Contract are exclusive of GST.

(g) If GST is imposed on any other supply made under this Contract, the recipient must pay to the supplier, in addition to, and at the same time as consideration is to be provided for the supply, GST calculated at the prevailing GST rate on the amount of consideration paid including any penalties or interest.

(h) If the amount of GST paid or payable by the supplier on any supply made under this Contract differs from the amount of GST paid by the recipient, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case may be.

(i) The parties expressly agree that the rights of the parties under this Special Condition 65 will not merge on Completion.

(j) If the Buyer becomes liable to pay the Seller any monies under this Special Condition 65 (**Outstanding Amount**), the Buyer agrees to grant the Seller a charge over the Property equal to the Outstanding Amount. The parties agree that the Seller will be permitted to lodge a caveat over the Property to protect its interest in any Outstanding Amount under this Special Condition 65.

66 Property management

Until Completion, the Seller must manage the Property:

(a) prudently and responsibly; and

(b) in the same way that the Seller has managed it in the period up to the Date of this Contract.

67 Death & mental illness

(a) If the Buyer (or one of the buyers, if there are multiple buyers):

(i) dies; or

(ii) is clinically assessed or diagnosed with a mental disorder and / or mental illness (as defined in the *Mental Health Act 2015* (ACT)) by a health professional,

then the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.

(b) If this Contract is rescinded in accordance with this Special Condition 67, then General Condition 21 will apply.

68 Insolvency Event

If an Insolvency Event occurs before Completion, the Seller will be permitted to terminate this Contract by providing written notice to the Buyer effective immediately and General Condition 19 will apply.

69 Seller Agent

(a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property.

(b) The Buyer indemnifies the Seller against any Claim or demand for commission or remuneration by any person other than the Seller's Agent arising from a breach of the warranty in Special Condition 69(a).

70 Seller's Warranties

(a) The Seller warrants and represents to the Buyer the Seller's Warranties.

(b) Each of the Seller's Warranties is made as at the Date of this Contract and as at Completion except that where a warranty refers to only one such date or time, the warranty is given only as at that date or time.

(c) Each of the Seller's Warranties is to be treated as a separate warranty and representation.

(d) The Seller acknowledges that the Buyer has entered into this Contract in reliance on the Seller's Warranties.

(e) Each of the Seller's Warranties remains in full force and effect after Completion.

71 Buyer's Warranties

(a) The Buyer warrants and represents to the Seller the Buyer's Warranties.

(b) Each of the Buyer's Warranties is made as at the Date of this Contract and as at Completion except that where a warranty refers to only one such date or time, the warranty is given only as at that date or time.

(c) Each of the Buyer's Warranties is to be treated as a separate warranty and representation.

(d) The Buyer acknowledges that the Seller has entered into this Contract in reliance on the Buyer's Warranties.

(e) Each of the Buyer's Warranties remains in full force and effect after the Completion Date.

72 FIRB approval

(a) The Buyer warrants to the Seller that:

(i) it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property; and

(ii) the Treasurer cannot make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.

(iii) In the event the Buyer's warranty in Special Condition 72(a) is breached, the Buyer indemnifies the Seller against any penalties, fines, legal costs, claims, loss or damage suffered by the Seller.

(b) This Special Condition 72 is an essential term of the Contract.

73 No caveat

The Buyer must not lodge a caveat over the Property prior to Completion.

74 Confidentiality

(a) Each party must keep the terms of this document, including the Price, confidential until Completion unless the disclosure is:

(i) to any Authority for the purposes of lodgement or assessment of duty;

(ii) to those of its representatives who:

(A) have a need to know for the purposes of this document or the transactions contemplated by it; and

(B) undertake in writing to keep the disclosed information confidential;

(iii) to any person with the prior written approval of the other party; or

(iv) if required to do so by a law or the listing rules of the Australian Stock Exchange (ASX).

(b) A party must not make or authorise a press release or public announcement relating to the negotiations of the parties or the subject matter or provisions of this Contract unless it has the prior written approval of the other party, which must not be unreasonably withheld.

75 Entire agreement

(a) This Contract:

(i) sets out the entire understanding between the parties concerning the subject matter of this Contract; and

(ii) supersedes any prior arrangement, contract, agreement, advice or material provided to the Buyer.

(b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

76 Director guarantee & indemnity

(a) If the Buyer is a corporation that is not listed on the ASX or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure B (**Guarantee & Indemnity Deed**).

(b) If any Guarantor has not signed the Guarantee & Indemnity Deed within seven (7) days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

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Execution Page

Seller

EXECUTED by **Group 28 Pty Ltd ACN 631 464 492** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Sole Director/Company Secretary

Name of Sole Director/Company Secretary

Buyer

EXECUTED by

in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary

Name of Director

Annexure B – Deed of Guarantee & Indemnity

In this Deed:

(a) Guarantor means each director of the Buyer as at the Date of this Contract.

(b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.

(c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.

(d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.

(e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (d).

(f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.

(g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:

(i) the death, bankruptcy or liquidation of any Guarantor;

(ii) the resignation of any Guarantor as a director of the Buyer;

(iii) any waiver or extension of time granted from the Seller to the Buyer;

(iv) the Contract being held invalid or incomplete for any reason;

(v) Completion of the Contract;

(vi) the termination of the Contract; or

(vii) improper execution by the Buyer to the Contract.

(h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

(i) The Guarantor may not:

(i) raise a set-off or counterclaim available to it or the Buyer against the Seller in reduction of its liability under this guarantee and indemnity; or

(ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Seller in connection with this Contract; or

(iii) make a claim or enforce a rights against the Buyer or its property; or

(iv) prove in competition with the Seller if a liquidator, provisional liquidation, receiver, administrator, or trustee in bankruptcy is appointed in respect of the Buyer or the Buyer is otherwise unable to pay its debts when they fall due,

until all money payable to the Seller in connection with this Contract is paid.

SIGNED by **GUARANTOR** in the presence of:

Signature of Guarantor	Signature of Witness
Name of Guarantor	Name of Witness (Please print)

SIGNED by **GUARANTOR** in the presence of:

Signature of Guarantor	Signature of Witness
Name of Guarantor	Name of Witness (Please print)

Annexure C – Seller's Warranties

The Seller warrants and represents to the Buyer that:

(a) the Seller is the legal owner and registered proprietor of the Property and has complete and unrestricted power and authority to sell the Property to the Buyer;

(b) the Seller is validly existing under the applicable legislation of its place of incorporation or registration;

(c) the Seller has the power to enter into and perform its obligations under this Contract and to carry out the transactions contemplated in this Contract;

(d) the Seller's obligations under this Contract are valid, binding and enforceable against the Seller in accordance with their terms; and

(e) to the best of the Seller's knowledge and belief, the Seller has not deliberately withheld any information or documents relating to the Property, which in the Seller's reasonable opinion would be material to a prudent buyer of property of the nature of the Property in making a decision to enter into this Contract on its terms.

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Annexure D – Buyer's Warranties

The Buyer warrants and represents to the Seller that:

(a) each of the Buyer's Warranties is true, complete and accurate, does not contain any material omission, and is not misleading;

(b) the execution and delivery of this Contract has been properly authorised by all necessary corporate action of the Buyer;

(c) the Buyer has full corporate power and lawful authority to execute and deliver this Contract and to consummate and perform or cause to be performed its obligations under this Contract;

(d) this Contract constitutes a legal, valid and binding obligation on the Buyer enforceable in accordance with its terms by the appropriate legal remedy;

(e) this Contract does not conflict with or result in the breach of or default under any provision of the Buyer's constitution or any material term of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which the Buyer is a party or a subject or by which it is bound;

(f) to the best of the Buyer's knowledge, there are no actions, claims, proceedings or investigations pending or threatened against the Buyer or to the Buyer's knowledge by, against or before any person which may have a material effect on this Contract and its completion;

(g) if the Buyer is a trustee for a trust:

  (i) the Buyer is and has always been the only trustee of the Buyer's trust;

  (ii) the Buyer's trust is validly constituted and has not been terminated or resettled;

  (iii) no action has been taken or proposed to remove the Buyer as the trustee of the Buyer's Trust or to terminate the Buyer's trust;

  (iv) the Buyer has, subject to the terms of the Buyer's Trust deed, a right to be indemnified out of the assets of the Buyer's trust in respect of obligations incurred by it under this Contract; and

  (v) the Buyer has power under the Buyer's trust to enter into this Contract and effect the purchase of the Property and, in doing so, is not in breach of the provisions of the Buyer's trust.

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Product	Title Details
Date/Time	24/07/2026 09:13AM
Customer Reference	20269739
Order ID	20260724000127
Cost	$36.00

Volume 3002 **Folio** 428 **Edition** 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Dickson Section 33 Block 59 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 57 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 58 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 55 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 48 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 45 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 46 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 56 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 53 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 54 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 51 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 52 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 49 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 50 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Dickson Section 33 Block 47 on Deposited Plan 12155 with 110 units on Unit Plan 12812

This data (excluding administrative interests) is certified correct by the Registrar-General at 09:13:50 on 24/07/2026

Unregistered dealings have not been formally recorded in the register.

Unit 106 (Class A) entitlement 150 of 10000, 2 subsidiaries

Lease commenced on 30/09/2020, terminating on 13/08/2119

Proprietor

GROUP 28 PTY LTD

1/29 BADHAM STREET, DISCKSON ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3027380

Registered Date	Dealing Number	Description
19/08/2020	3019254	Easement 3019254
19/08/2020	3019255	Easement 3019255
19/08/2020	3019256	Easement 3019256
01/10/2020	3027380	Easement For Fire Indicator Panel Access
31/10/2023	3275332	Mortgage to SUNCORP-METWAY LIMITED (ACN: 010 831 722)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202038171	Development Application	22/04/2021	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	07/06/2021

Description
PROPOSAL FOR SIGNAGE ¿ Proposed signage for the Childcare Centre and associated works.

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

This data (excluding administrative interests) is certified correct by the Registrar-General at 09:13:50 on 24/07/2026

Unregistered dealings have not been formally recorded in the register.

Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342394	Development Application	21/11/2023	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	09/04/2024

Description
PROPOSAL FOR A NEW SIGN - Installation of pylon sign on the verge of Challis Street adjoining block 45 section 33 Dickson and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 09:13:50 on 24/07/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	02/09/2026 11:34PM
Customer Reference	20269935
Order ID	20260902001940
Cost	$36.00

Volume 3002 **Folio** 322 **Edition** 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Dickson Section 33 Block 59 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 57 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 58 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 55 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 48 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 45 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 46 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 56 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 53 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 54 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 51 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 52 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 49 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 50 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Dickson Section 33 Block 47 on Deposited Plan 12155 with 110 units on Unit Plan 12812

Lease commenced on 30/09/2020, terminating on 13/08/2119

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 12,812

Vantage Strata Pty Ltd, 90/43 Constitution Avenue Reid ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3027380

This data (excluding administrative interests) is certified correct by the Registrar-General at 23:34:20 on 02/09/2026

Unregistered dealings have not been formally recorded in the register.

Registered Date	Dealing Number	Description
19/08/2020	3019254	Easement 3019254
19/08/2020	3019255	Easement 3019255
19/08/2020	3019256	Easement 3019256
01/10/2020	3027380	Easement For Fire Indicator Panel Access
30/09/2022	3197635	Miscellaneous Application - Building Management Statement

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342394	Development Application	21/11/2023	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	09/04/2024

Description
PROPOSAL FOR A NEW SIGN - Installation of pylon sign on the verge of Challis Street adjoining block 45 section 33 Dickson and associated works.

This data (excluding administrative interests) is certified correct by the Registrar-General at 23:34:20 on 02/09/2026

Unregistered dealings have not been formally recorded in the register.

NOTE: BLOCKS 21–33 ARE IN THE COMMERCIAL LEASE
BLOCKS 34–44 ARE IN THE CHILDCARE LEASE
BLOCKS 45–59 ARE IN THE RESIDENTIAL LEASE

DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
DENOTES BOUNDARY IS FACE OF AND OR LINE OF FACE OF CONCRETE WALL
DENOTES BOUNDARY IS EDGE / FACE OF CONCRETE SLAB
DENOTES BOUNDARY IS FACE OF OR LINE OF FACE OF BLOCK WALL

ALL CORNERS NOT MARKED (INACCESSIBLE) UNLESS OTHERWISE NOTED

REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS SR 722 RL 574·753 AND KBM 610 RL 574·442

COG — DENOTES CHANGE OF GRADE

DENOTES CONCRETE COLUMN
DENOTES CONCRETE COLUMN
S DENOTES DH&W IN CONC SLAB
DH DENOTES DRILL HOLE IN CONC SLAB
DENOTES EARTH

THE REAR OF THE SHOTCRETE WALL IS INACCESSIBLE AND THEREFORE NO RELATIONSHIP TO THE BOUNDARY IS NOTED

NTS DENOTES NOT TO SCALE

SR 1766 FD
(MS 1593)

160°08' 20"
126·675
NOT TO SCALE

FD
(X20998)

16
DP 6706

192°40'
14·75

PEG GONE
97°37' 1·83
FR GIP FD
(DP 681)
0·4 DEEP

B

33

SR 722 FD
(DP 8135)

264°45' 10"
112·365
NOT TO SCALE

22
DP 8918

DH&W IN CONC AT COR FD (DP 8650)
GIP GONE

LYNEHAM AVENUE

187°37'
69·15

19
DP 11570

69·16
187°37' 20"

STREET

32

27
DP 9035

28
DP 9035

CRM 14386 GONE
IN CONC PATH

101°41'
2·625

DH&W IN SIDE CONC DRIVEWAY
PEG GONE

PROPOSED DRAINAGE &
SEWER SERVICE EASEMENT 4 WIDE

97°37'
106·675

PEG GONE
276°35' 50"
20·315
FD
(DP 9035)

50

74°12'40" 327·4 BY ME
74°12'40" 327·125 BY MS 1593
NOT TO SCALE

A–B 7°37' 181·305 BY ME & DP 11570

7°37'
83·20

6 STOREY
CONCRETE BUIDING
UNDER CONSTRUCTION

77
DP 11569
24
33

26
42
52
43
39
8 STOREY
CONCRETE BUIDING
UNDER CONSTRUCTION
51
25
28

83·20
187°37' 20"

30·48 WIDE

180°44' 40" 200·84 BY ME
180°44' 30" 200·855 BY CO ORDINATES
NOT TO SCALE

20

DP 8918

19

60·96 WIDE

DH&W GONE

53°13'
4·925

PEG GONE
SPIKE&W IN CONC

277°37' 106·665 BY ME & DP 11570

95°32'
4·455

PEG GONE

REMAINDER OF LOW CONC WALL

0·02

0·02

CHALLIS

CAPE
STREET

DH&W IN LOW
CONC WALL GONE

TERRITORY LAND

FD IN LOW CONC WALL
(DP 11570)

7°37'
28·955

7°37'
28·955

286°58' 30"
135·39
NOT TO SCALE

NORTHBOURNE AVENUE

DIVISION OF

49°35' 30"
83·935
NOT TO SCALE

NOT TO SCALE
89°51' 45" 299·135 BY CO ORDS
89°51' 30" 299·13 BY ME

14664

A

35°24'
12·75

PEG FD

17
33
DP 11398

336°51' 30"
13·46

14389 FD
(MS 1593)

FD
(DP 11398)

FD
(DP 11398)

3
34
DP 9438

SEE SHEET 4 FOR GROUND FLOOR & EASEMENT DIMENSIONS

REFERENCE MARKS

- Denotes GIP in road 1.83 radially from TP
- Denotes CB in road 1.83 radially from TP
- Denotes PLAQUE IN KERB
- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB

(Except as otherwise shown)

NOTE

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

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 217218.06

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 8 JUNE 2020

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 10 JUNE 2020

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

11 June 2020

Surveyor–General of the ACT

PLAN OF
BLOCKS 21 TO 59
SECTION 33
BEING A SUBDIVISION OF BLOCK 8 SECTION 77

DIVISION: DICKSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:400

0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:31 pm, 08/07/2020

Approved
David Snowden
Registrar-General

Registrar of Titles

DEPOSITED PLAN
12155/1
AMENDS DP 11569

*JH

X22009/1

BASEMENT 2

19
33
DP 11570

AVENUE
NORTHBOURNE
STREET
CHALLIS

CONC BLOCK WALL 60.91
CONC BLOCK WALL 45.765
97°37'
7°37' 6.30 (6.00) 0.70
97°37' 6.14
7°37' 6.45
97°37' 4.645 HIGH
253°16' 8.50
8°17' 39.75
18.975 MESH
32.47
0.25
97°37' 5.40 FENCE
97°37' 6.81
97°45' 2.38
7°37' 6.805
7°35' 5.67
97°35' 4.77
97°33' 5.925
7°31' 19.66
LINE OF FACE OF COLUMNS
96°56' 18.99
S(LI)
AT BASEMENT I LEVEL
97°37' 14.125
7°37' 2.51
97°37' 3.03
LINE OF FACE OF COLUMNS
7°37' 13.715
24.34
7°13'30"
97°37' 5.05 MESH
7°37' 14.225 HIGH
117°20'20" 29.245
187°37'20" 83.20
7°37' 83.20
66.60
40.065
277°37'
TERRITORY LAND
RAMP
COG
LIFT
LINE OF FACE OF COLUMNS

21
6037m²

33

34
72m²
13.495
13.745
7°37'
97°37' 5.40
305°01' 8.20
42°59' 6.735

36
62m²
10.55
10.405
(1.30)
97°33'
9.255

35
12m²
SEE DIAGRAM A
97°45' 2.38
6.805
7°37'
7°35'
5.67
97°35' 4.77
97°33' 1.14
0.14
97°40' 1.355
1.165
0.19
2.185
5.53
97°40' 2.57
1.875
97°37' 6.81

45
269Im²
COG

SEE DIAGRAM A

DIAGRAM A
NOT TO SCALE

SCALE 1:250
0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

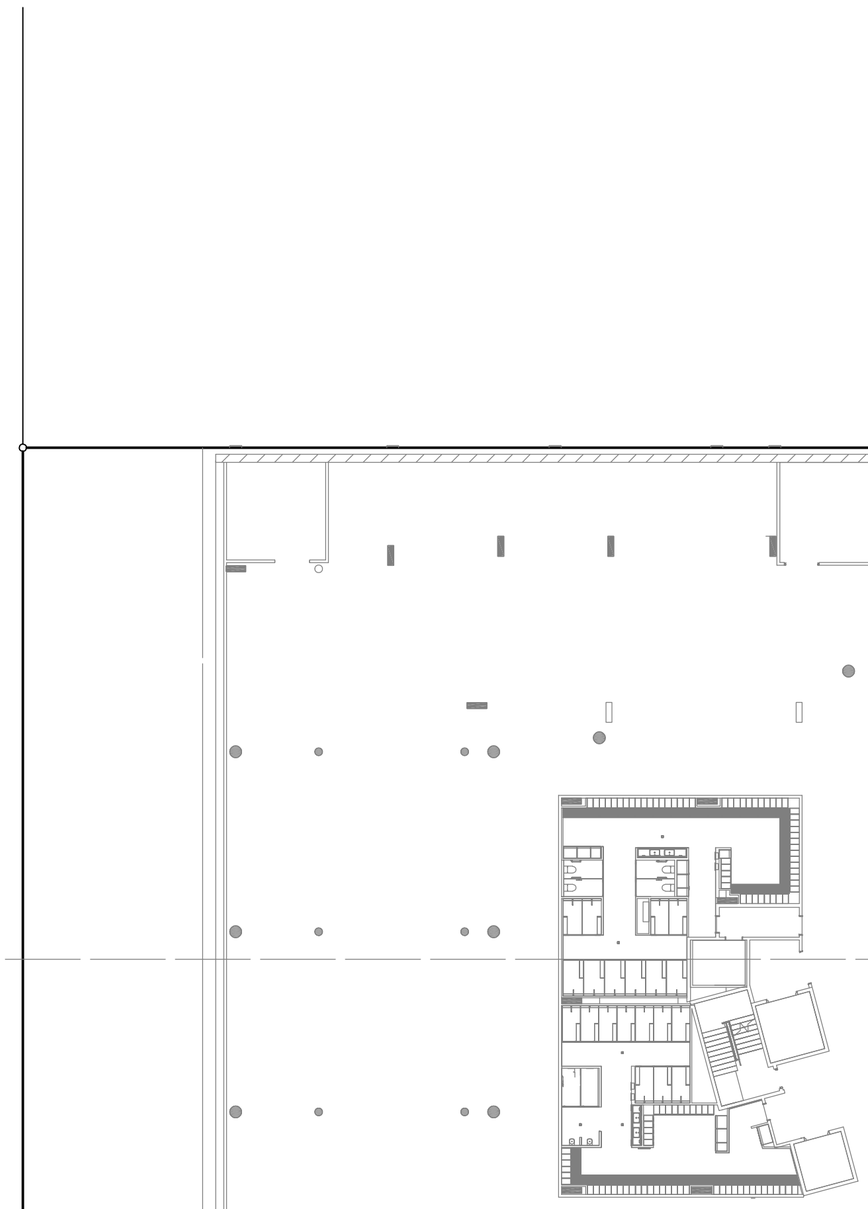
12155/2

*JH

X22009/2

BASEMENT 1

19
33
DP 11570



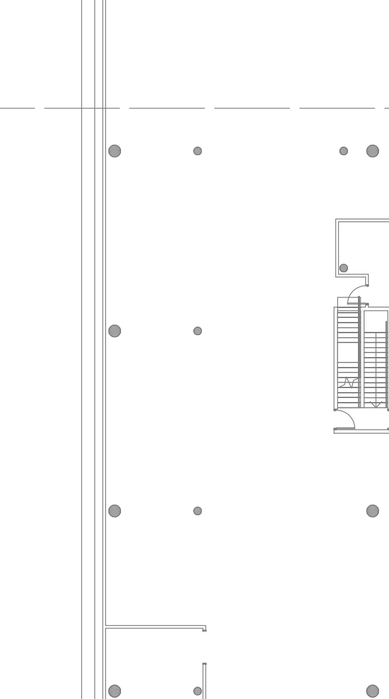


DIAGRAM B
NOT TO SCALE



DIAGRAM C
NOT TO SCALE

SCALE 1:250

0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/3

*JH

X22009/3

GROUND

19

33

DP 11570

24
6299m²

33

AVENUE

NORTHBOURNE

STREET

CHALLIS

IN CONC PATH

101°41'
2·625

PEG GONE
DH&W IN SIDE OF CONC DRIVEWAY

(4·99)

PROPOSED DRAINAGE &
SEWER SERVICE EASEMENT 4 WIDE

97°37'
106·675

8·30

7°37'

83·20

7°37'

PEG GONE
NTS
276°35'50"
20·315

(DP 9035)

97°37'
1·91

7°37'
0·90

2·12

0·90

3·28

50

97°37'
33·485

0·04
CONC
WALL
0·02

157°22'20"
21·265

26
3m²

27
7m²
ABOVE
DUCT

SEE DIAGRAM C

52
7m²

1·00

59°11'
3·585

97°37'
2·29

LIFT
42
6m²

97°45'
2·38

7°37'
2·74

7°37'3·475

7°37'
3·475

120°37'
3·835

97°37'

7°58'
0·60

97°38'
1·905

39

97°48'
2·38

97°37'
9·63

2·80

43

4·77

2·945

7°37'

97°37'
0·20

7°37'
3·965

46m²

97°37'

7°37'
3·82

97°37'
4·66

E

0·01
CONC
WALL

6°45'20"

11·37

7°37'
0·605

7°37'
0·21

97°37'
2·295

97°37'

3·695

9·375

25

RAMP

116m²

7·20

7°37'

7·995

97°37'

9·36

97°37'

3·695

51
2390m²

7°02'50"
16·11

97°37'
2·31

7°37'
0·59

7°37'
0·195

19·10

19·15

187°37'20"

30·055

ON BDY

97°37'
2·80

7°37'
1·29

DUCT
28
3m²

144°04'50"
18·00

95°32'
4·455

PEG GONE

53°13'
4·925

PEG GONE
SPIKE&W IN CONC

73·185

277°37'

CONC
WALL

0·02

0·02

0·03

0·02

0·005

33·48

LOW CONC WALL

0·02

FD IN LOW CONC WALL
(DP 11570)

TERRITORY LAND

A

B

C

D

E

G

DIAGRAM C

NOT TO SCALE

97°37'
97°37'
1·00
2·29
51
26
3m²
52
7m²
7°37' 3·475
7°37' 3·475
7°37' 3·475
27
7m²
ABOVE
DUCT
1·00
2·29
97°37'
51

SCALE 1:250

0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/4

*JH

X22009/4

LEVEL 1

19

33

DP 11570

97°37'
106.675

AVENUE

NORTHBOURNE

STREET

CHALLIS

C

D

A

B

7°37'
83.20

31
6300m²

33

97°37'
33.485

6.30

14.7°42'40"
20.405

57
15m²

106°03'
2.005

97°37'
2.725

97°37'
2.81

97°37'
1.48

30
7m²
DUCT

97°45'
2.38

7°37'
2.74

7°37'
5.465
STAIRS

7°37'
5.205

7°37'
1.205

42
LIFT

97°48'
2.38

97°40'
2.81

97°37'
1.48

3.105
117°01'

97°37'
2.56

7°37'
3.60

LIFT

7°37'
3.60

56
9m²

97°37'
2.56

44
2507m²

7°37'
76.90

22.81
187°31'

76.90

187°37'20"

8 STOREY
CONCRETE BUIDING
UNDER CONSTRUCTION

55
9m²

97°37'
2.56

7°37'
3.71

LIFT

7°37'
3.71

97°37'
2.56

2.99
117°01'

97°37'
2.80

SEE DIAGRAM D

54
13m²

7°37'
4.94

STAIRS

4.94

7°37'

29
ABOVE
1m²
DUCT

53

1.29

DUCT

1.29

97°37'
2.80

28

97°37'
2.80

144°04'50"
18.00

73.185

33.48

277°37'

TERRITORY LAND

DIAGRAM D

NOT TO SCALE

55

177°01'
2.99

97°37'

2.80

54
13m²

4.94

4.94

STAIRS

44

7°37'

97°37' 2.80

7°37'

44

0.52

53 1m²

0.52

29
ABOVE
1m²
DUCT

97°37' 2.80

28

1.29

1.29

DUCT
2.80

97°37'

144°04'50"
18.00

SCALE 1:250

0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/5

*JH

X22009/5

LEVEL 2



19

33

DP 11570

A

B

97°37'

106·675

6·30

97°37'

33·485

AVENUE

STREET

C

C

8 STOREY
CONCRETE BUIDING
UNDER CONSTRUCTION

31

33

157°22'20"
21·265

58
6m²
ABOVE

33
3m²

97°37'
97°45'
2·38
91°57'
5·03
97°37'
1·045
7°37'
2·74
LIFT
7°37'
2·74
7°37'
3·065
DUCT
7°37'
3·065
97°48'
2·38
97°37'
1·045

42
LIFT OVERRUN

7°37'
83·20

D

D

7°37'
76·90

59
2563m²

76·90

187°37'20"

97°10'20"
41·14

8 STOREY
CONCRETE BUIDING
UNDER CONSTRUCTION

32
1m²

97°37'
2·44
DUCT
7°37'
0·68
7°37'
0·68
97°37'
2·44

146°02'20"
18·955

NORTHBOURNE

CHALLIS

73·185

33·48

277°37'

TERRITORY LAND

A

B

SCALE 1:250

0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

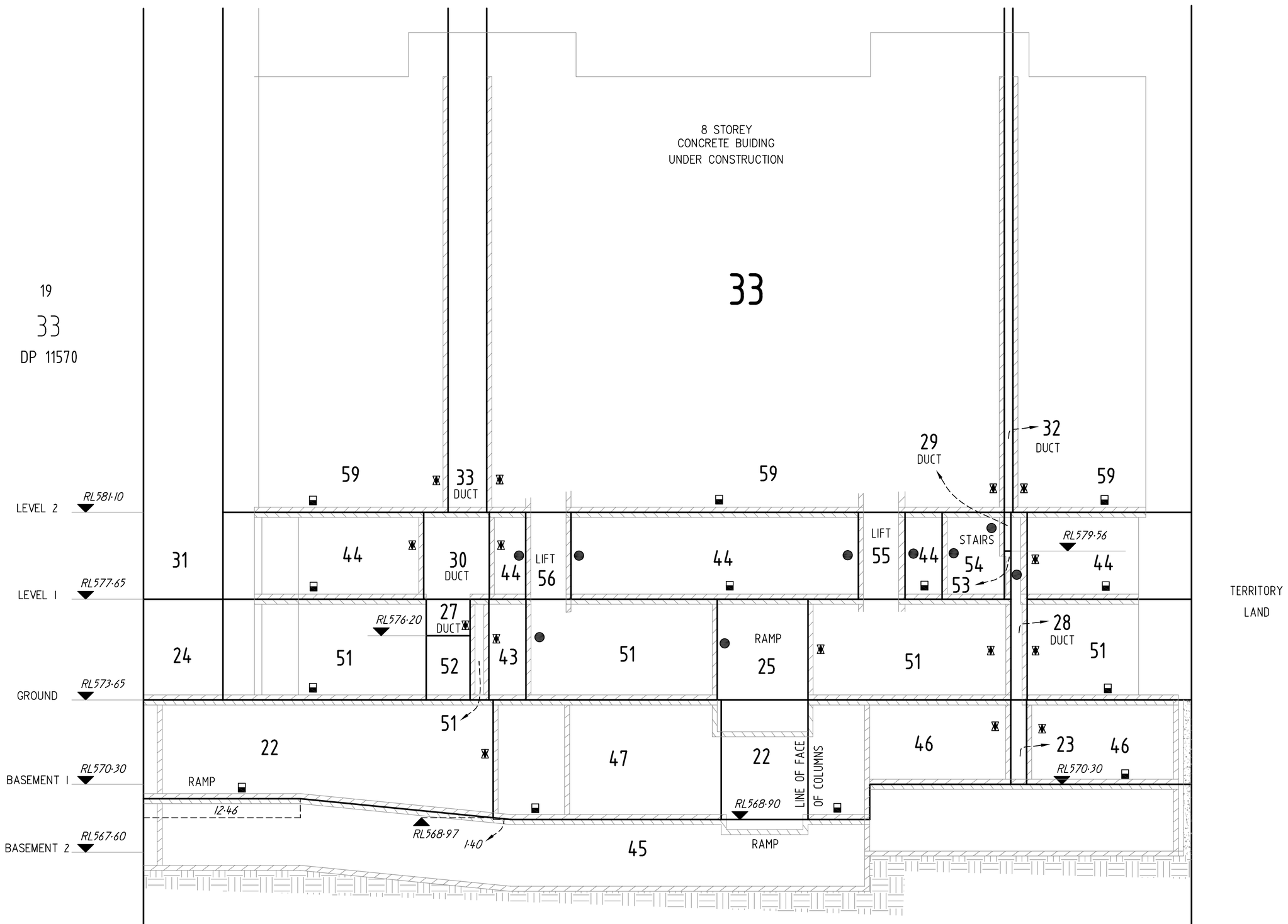
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/6

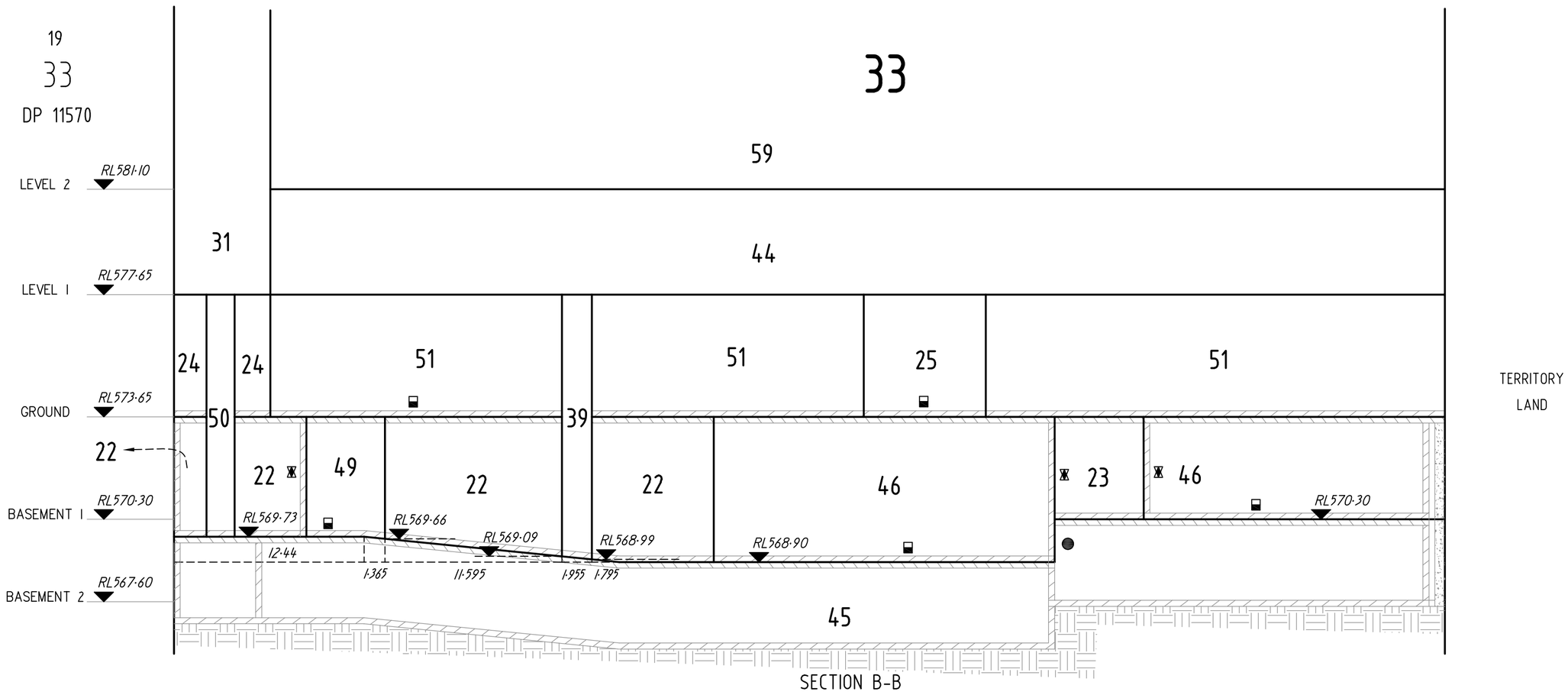
*JH

X22009/6



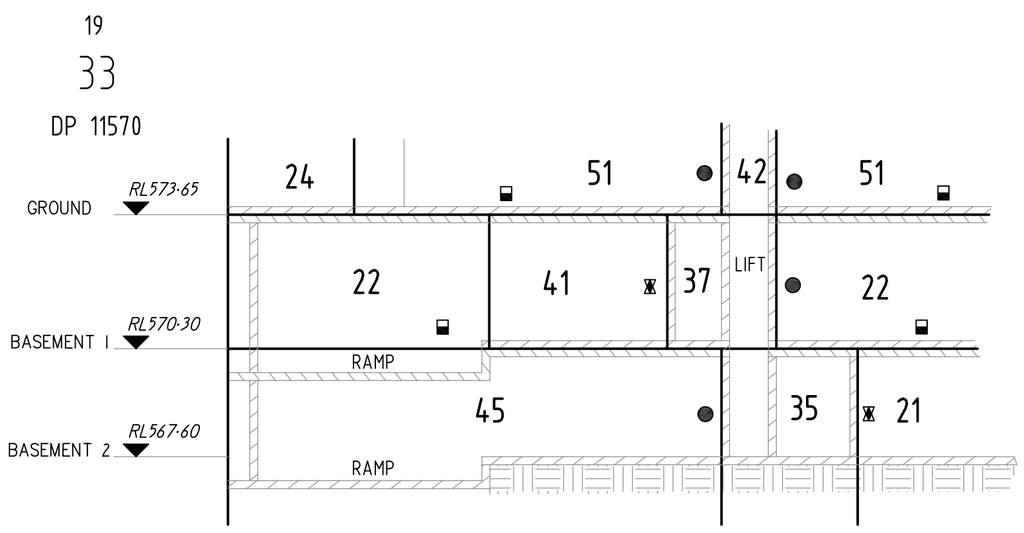
SECTION A-A

NOT TO SCALE



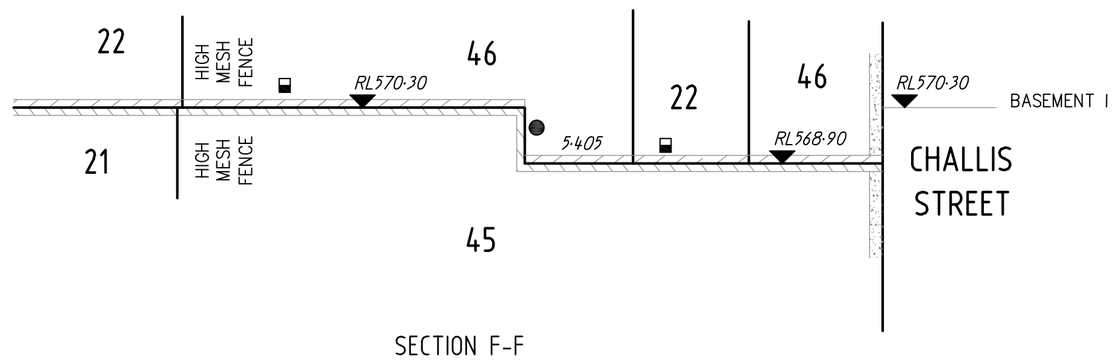
SECTION B-B

NOT TO SCALE



SECTION E-E

NOT TO SCALE



SECTION F-F

NOT TO SCALE

DATED 10 JUNE 2020

(Signature)

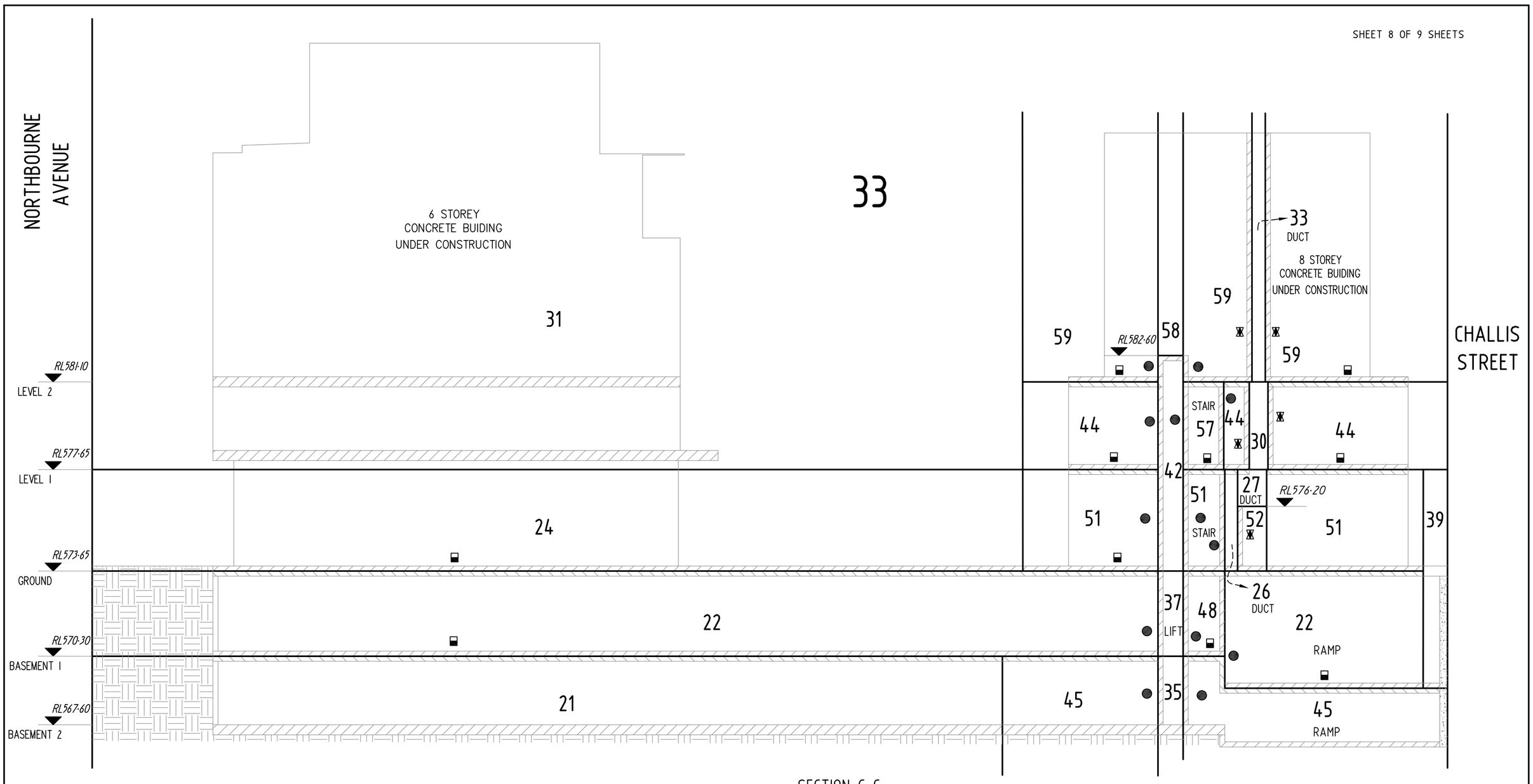
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/7

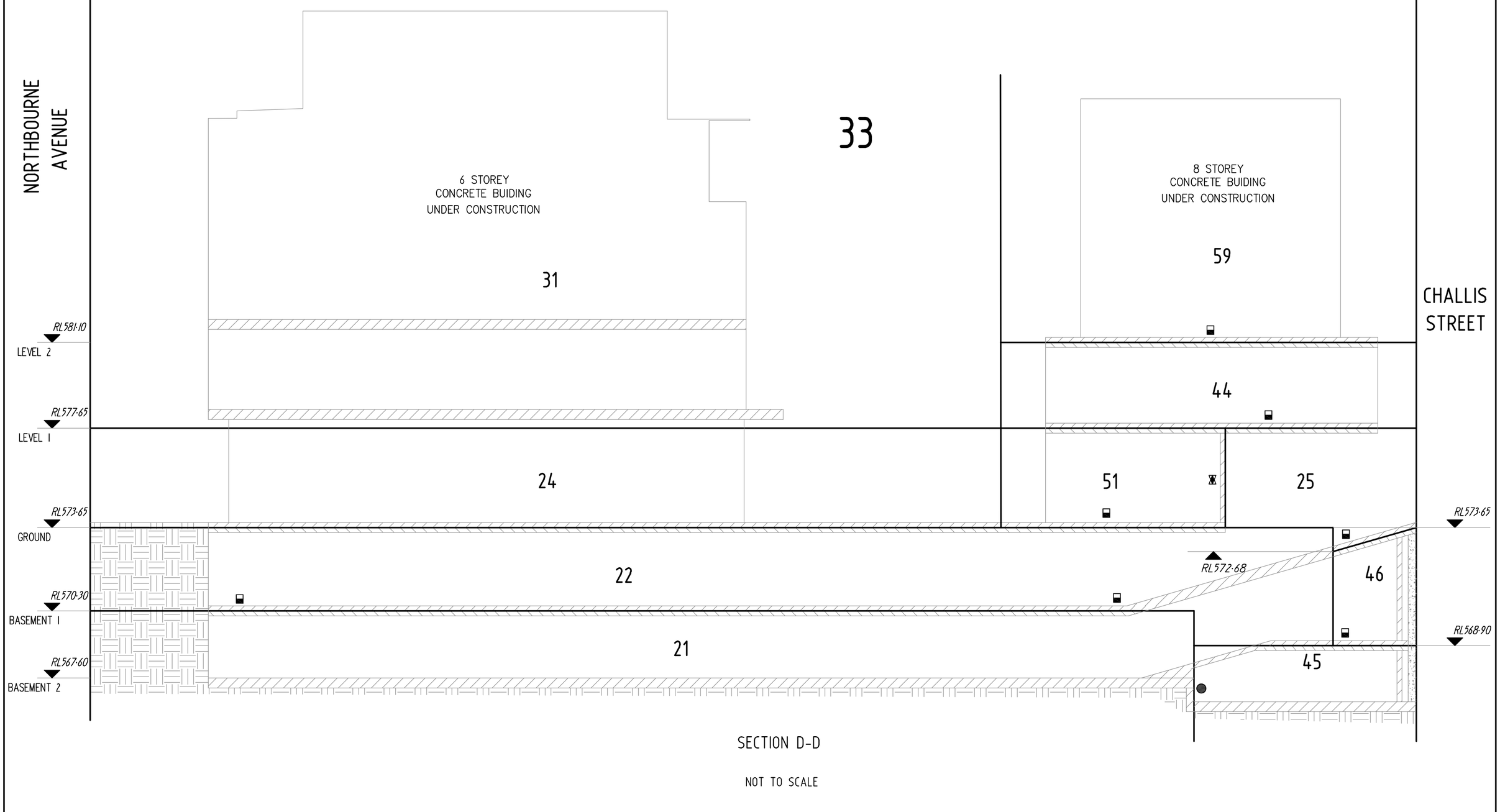
*JH

X22009/7



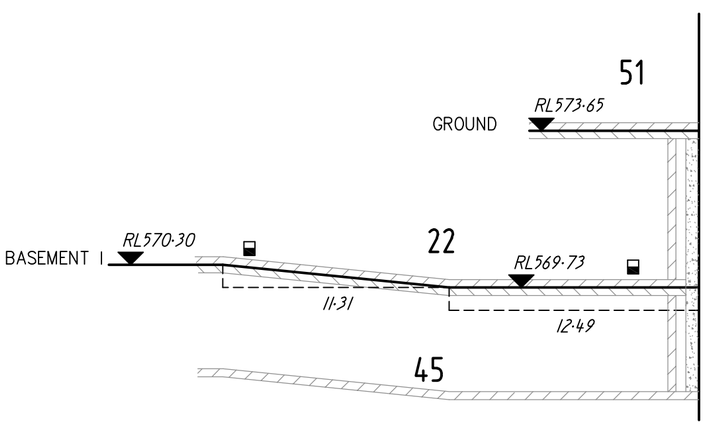
SECTION C-C

NOT TO SCALE



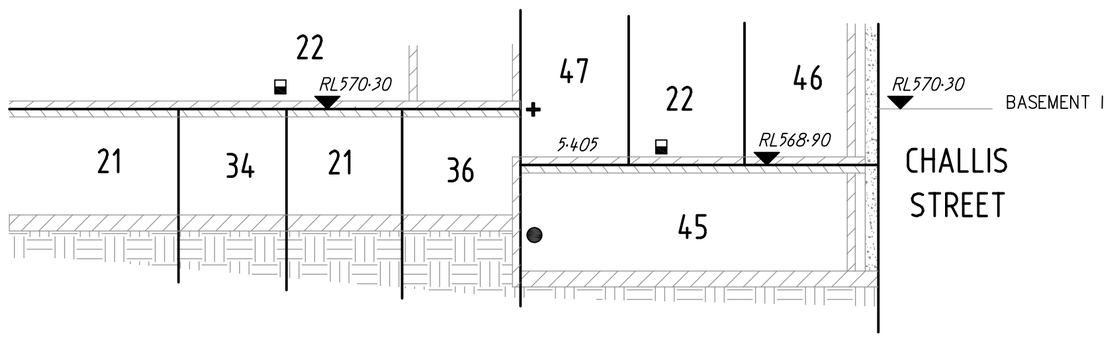
SECTION D-D

NOT TO SCALE



SECTION G-G

NOT TO SCALE



SECTION H-H

NOT TO SCALE

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/8

BASEMENT 2

BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 570·30 AND UNLIMITED IN DEPTH

BLOCKS 34–36 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 570·30 AND UNLIMITED IN DEPTH

BLOCK 45 A IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 570·30, RL 569·73 & RL 568·90 AND UNLIMITED IN DEPTH

BASEMENT 1

BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 570·30, RL 569·73, RL 569·66, RL 569·09, RL 568·99 & RL 568·90

BLOCK 23 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 570·30

BLOCKS 37, 38, 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 570·30

BLOCK 39 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 569·09 & RL 568·99

BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 & RL 572·68 AND LIMITED IN DEPTH TO RL 570·30 & RL 568·90

BLOCK 47 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 568·97 AND RL 568·90

BLOCK 48 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 570·30

BLOCK 49 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573·65 AND LIMITED IN DEPTH TO RL 569·73 & RL 569·66

BLOCK 50 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 569·73

GROUND

BLOCK 24 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 25 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 573·65 & RL 572·68

BLOCK 26 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 27 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 576·20

BLOCK 28 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581·10 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 582·60 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 43 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 51 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577·65 AND LIMITED IN DEPTH TO RL 573·65

BLOCK 52 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576·20 AND LIMITED IN DEPTH TO RL 573·65

LEVEL 1

BLOCK 29 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581·10 AND LIMITED IN DEPTH TO RL 579·56

BLOCK 30 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581·10 AND LIMITED IN DEPTH TO RL 577·65

BLOCK 31 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 577·65

BLOCK 44 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581·10 AND LIMITED IN DEPTH TO RL 577·65

BLOCK 53 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 579·56 AND LIMITED IN DEPTH TO RL 577·65

BLOCKS 54–57 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 581·10 AND LIMITED IN DEPTH TO RL 577·65

LEVEL 2

BLOCKS 32 & 33 ARE STRATUM BLOCKS UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 581·10

BLOCK 58 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 582·60

BLOCK 59 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 581·10

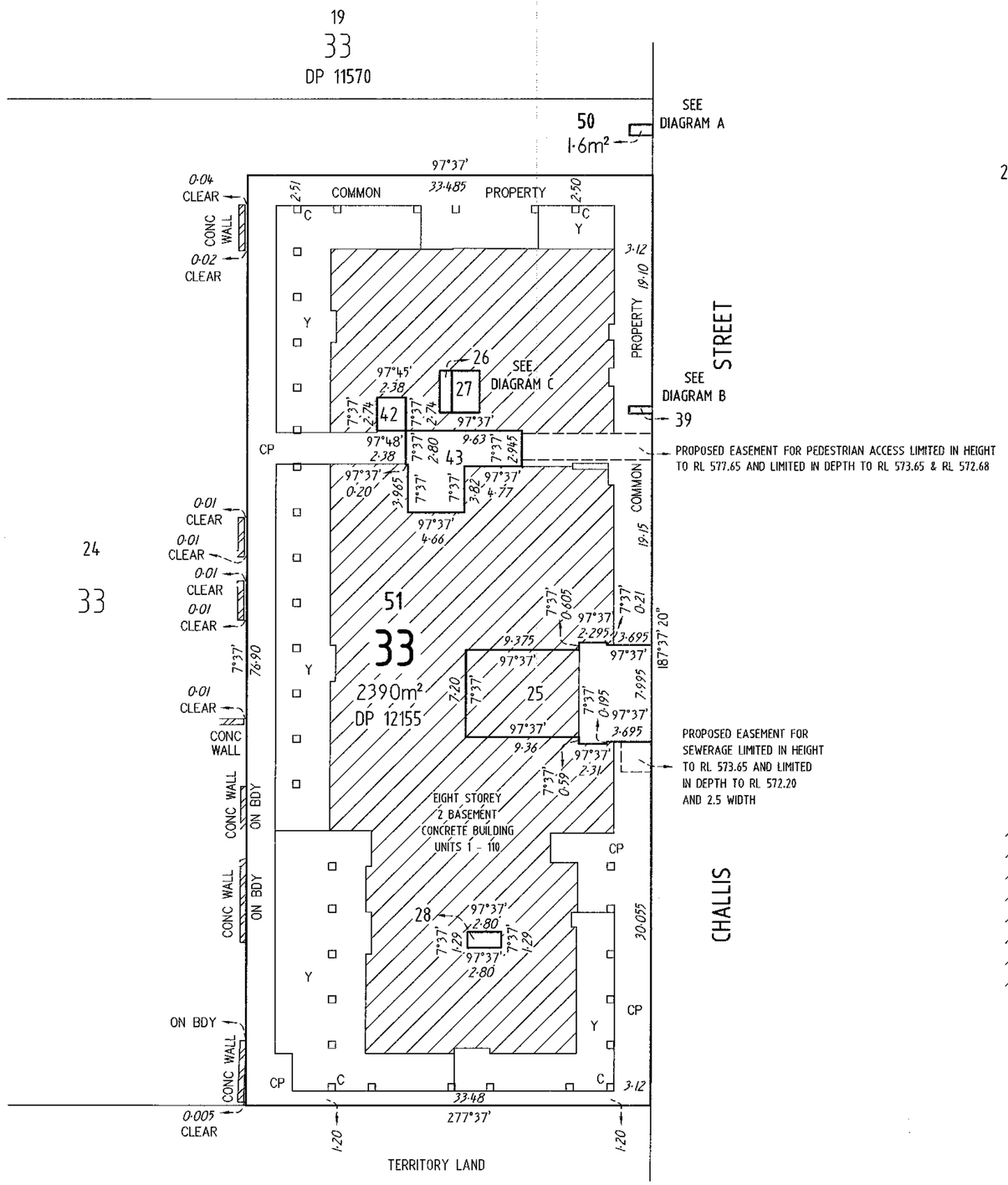
DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/9



NOTE : BLOCKS 45-59 ARE STRATUM BLOCKS SUBJECT TO REDUCED LEVELS NOTED ON DEPOSITED PLAN 12155

Form 1

Form 088 - SP

0 5 10 20 METRES

Graphic bar scale - SCALE 1: 300

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

SURVEYORS DECLARATION

I, WILLIAM ROBERT CAMPBELL of VERIS AUSTRALIA PTY LIMITED

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

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 3rd AUGUST 2020
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*.

Signature of Registered Surveyor

3rd AUGUST 2020
Dated

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

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

OR

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

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

90/43 CONSTITUTION AVENUE REID ACT 2612
Address for Service of Notice

VANTAGE STRATA
Name of Manager / Owners Corporation

RFF: 17718.06UP

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

Sheet No. 1 of 35

SITE PLAN

LAND DETAILS

Block
45 - 59

Section
33

Division
DICKSON

Deposited Plan Number
12155

Volume/Folio
3001/623

Class of Units (A or B)
A

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~331~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tanker
Delegate of the
ACT Planning and Land Authority
28 September 2020

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

David Pryce
Registrar-General

30/09/2020

UNITS PLAN No.

12812

XUP 22107

Form 2

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

Sheet No 2 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	65	3	3002	323
2	127	3	3002	324
3	107	3	3002	325
4	85	3	3002	326
5	95	3	3002	327
6	69	3	3002	328
7	84	3	3002	329
8	64	3	3002	330
9	58	2	3002	331
10	84	3	3002	332
11	68	3	3002	333
12	95	3	3002	334
13	67	3	3002	335
14	102	3	3002	336
15	56	2	3002	337
16	93	3	3002	338
17	68	3	3002	339
18	65	3	3002	340
19	129	3	3002	341
20	108	3	3002	342
21	96	3	3002	343
22	96	3	3002	344
23	70	3	3002	345
24	85	3	3002	346
25	64	3	3002	347
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER

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
3002	322

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

Dated Twenty eighth this day of September 2020

Lyn Tankey

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 3 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	64	3	3002	348
27	85	3	3002	349
28	70	3	3002	350
29	97	3	3002	351
30	66	3	3002	352
31	103	3	3002	353
32	57	2	3002	354
33	94	3	3002	355
34	69	3	3002	356
35	65	3	3002	357
36	131	3	3002	358
37	109	3	3002	359
38	98	3	3002	360
39	98	3	3002	361
40	71	3	3002	362
41	85	3	3002	363
42	65	3	3002	364
43	65	3	3002	365
44	85	3	3002	366
45	71	3	3002	367
46	99	3	3002	368
47	67	3	3002	369
48	109	3	3002	370
49	59	3	3002	371
50	97	4	3002	372
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER
Signature of Lessee

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Dated Twenty eighth this day of September 2020

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 4 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	70	3	3002	373
52	68	3	3002	374
53	133	3	3002	375
54	111	3	3002	376
55	101	3	3002	377
56	100	3	3002	378
57	72	3	3002	379
58	86	3	3002	380
59	66	3	3002	381
60	66	3	3002	382
61	86	3	3002	383
62	72	3	3002	384
63	101	3	3002	385
64	68	3	3002	386
65	111	3	3002	387
66	60	3	3002	388
67	99	3	3002	389
68	71	3	3002	390
69	68	3	3002	391
70	137	2	3002	392
71	119	3	3002	393
72	101	3	3002	394
73	102	3	3002	395
74	73	3	3002	396
75	88	3	3002	397
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER
Signature of Lessee

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Volume	Folio
3002	322

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

Dated Twenty eighth this day of September 2020

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

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Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 5 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	**33**	**45 - 59**

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
76	68	3	3002	398
77	68	3	3002	399
78	88	3	3002	400
79	73	3	3002	401
80	103	3	3002	402
81	69	3	3002	403
82	113	3	3002	404
83	61	3	3002	405
84	104	3	3002	406
85	72	3	3002	407
86	70	3	3002	408
87	140	2	3002	409
88	121	3	3002	410
89	108	3	3002	411
90	104	3	3002	412
91	75	3	3002	413
92	90	3	3002	414
93	69	3	3002	415
94	69	3	3002	416
95	90	3	3002	417
96	75	3	3002	418
97	105	3	3002	419
98	71	3	3002	420
99	115	3	3002	421
100	63	3	3002	422
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231
BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER
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
3002	322

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

Dated Twenty eighth this day of September 2020

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 6 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	106	3	3002	423
102	74	3	3002	424
103	163	4	3002	425
104	499	4	3002	426
105	188	3	3002	427
106	150	2	3002	428
107	65	1	3002	429
108	43		3002	430
109	59	1	3002	431
110	61	2	3002	432
Aggregate	10,000	319		

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER
Signature of Lessee

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3002	322

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

Dated Twenty eighth this day of September 2020

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPORT / GARAGE / PARKING AREA		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
21 CHALLIS STREET	1	14	SECOND	201			1	14	2	8	3	8	3
	2	14	SECOND	202			1	14	2	8	3	10	3
	3	14	SECOND	203			1	14	2	8	3	9	3
	4	14	SECOND	204			1	14	2	9	3	10	3
	5	14	SECOND	205			1	14	2	8	3	8	3
	6	14	SECOND	206			1	14	2	8	3	9	3
	7	14	SECOND	207			1	14	2	9	3	10	3
	8	14	SECOND	208			1	14	2	8	3	9	3
19 CHALLIS STREET	9	14	SECOND	209			1	14			2	9	2
	10	14	SECOND	210			1	14	2	11	3	11	3
	11	14	SECOND	211			1	14	2	10	3	9	3
	12	14	SECOND	212			1	14	2	11	3	11	3
	13	14	SECOND	213			1	14	2	10	3	10	3
	14	14	SECOND	214			1	14	2	10	3	10	3
	15	14	SECOND	215			1	14			2	11	2
	16	14	SECOND	216			1	14	2	11	3	11	3
	17	14	SECOND	217			1	14	2	10	3	10	3
21 CHALLIS STREET	18	15	THIRD	301			1	15	2	10	3	10	3
	19	15	THIRD	302			1	15	2	9	3	10	3
	20	15	THIRD	303			1	15	2	8	3	8	3
	21	15	THIRD	304			1	15	2	8	3	8	3
	22	15	THIRD	305			1	15	2	8	3	8	3
	23	15	THIRD	306			1	15	2	8	3	9	3
	24	15	THIRD	307			1	15	2	9	3	10	3
	25	15	THIRD	308			1	15	2	9	3	10	3
19 CHALLIS STREET	26	15	THIRD	309			1	15	2	10	3	10	3
	27	15	THIRD	310			1	15	2	11	3	11	3
	28	15	THIRD	311			1	15	2	11	3	11	3
	29	15	THIRD	312			1	15	2	11	3	11	3
	30	15	THIRD	313			1	15	2	10	3	10	3
	31	15	THIRD	314			1	15	2	10	3	10	3
	32	15	THIRD	315			1	15			2	11	2
	33	15	THIRD	316			1	15	2	10	3	10	3
	34	15	THIRD	317			1	15	2	10	3	10	3
21 CHALLIS STREET	35	16	FOURTH	401			1	17	2	8	3	8	3
	36	16	FOURTH	402			1	16	2	9	3	10	3
	37	16	FOURTH	403			1	16	2	8	3	9	3
	38	16	FOURTH	404			1	16	2	8	3	8	3
	39	16	FOURTH	405			1	16	2	8	3	8	3
	40	16	FOURTH	406			1	16	2	8	3	9	3
	41	16	FOURTH	407			1	16	2	8	3	10	3
	42	16	FOURTH	408			1	16	2	10	3	10	3
19 CHALLIS STREET	43	16	FOURTH	409			1	16	2	10	3	9	3
	44	16	FOURTH	410			1	16	2	11	3	11	3
	45	16	FOURTH	411			1	16	2	11	3	11	3
	46	16	FOURTH	412			1	16	2	11	3	11	3
	47	16	FOURTH	413			1	16	2	10	3	10	3
	48	16	FOURTH	414			1	16	2	10	3	10	3
	49	16	FOURTH	415			1	16	2	8	3	11	3
	50	16	FOURTH	416			1	16	2, 4	10, 8	3	10	4
	51	16	FOURTH	417			1	16	2	11	3	11	3
21 CHALLIS STREET	52	17	FIFTH	501			1	17	2	8	3	9	3
	53	17	FIFTH	502			1	17	2	8	3	8	3
	54	17	FIFTH	503			1	17	2	9	3	10	3
	55	17	FIFTH	504			1	17	2	8	3	8	3
	56	17	FIFTH	505			1	17	2	9	3	9	3
	57	17	FIFTH	506			1	17	2	8	3	9	3
	58	17	FIFTH	507			1	17	2	8	3	10	3
	59	17	FIFTH	508			1	17	2	8	3	8	3
19 CHALLIS STREET	60	17	FIFTH	509			1	17	2	10	3	10	3
	61	17	FIFTH	510			1	17	2	11	3	11	3
	62	17	FIFTH	511			1	17	2	11	3	11	3
	63	17	FIFTH	512			1	17	2	11	3	11	3
	64	17	FIFTH	513			1	17	2	10	3	9	3
	65	17	FIFTH	514			1	17	2	11	3	11	3
	66	17	FIFTH	515			1	17	2	8	3	11	3
	67	17	FIFTH	516			1	17	2	10	3	10	3
	68	17	FIFTH	517			1	17	2	11	3	11	3
21 CHALLIS STREET	69	18	SIXTH	601			1	18	2	8	3	9	3
	70	18	SIXTH	602			1	18	2	8			2
	71	18	SIXTH	603			1	18	2	9	3	10	3
	72	18	SIXTH	604			1	18	2	8	3	8	3
	73	18	SIXTH	605			1	18	2	9	3	9	3
	74	18	SIXTH	606			1	18	2	8	3	10	3
	75	18	SIXTH	607			1	18	2	8	3	8	3
	76	18	SIXTH	608			1	18	2	8	3	8	3

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPORT / GARAGE / PARKING AREA		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
19 CHALLIS STREET	77	18	SIXTH	609			1	18	2	10	3	10	3
	78	18	SIXTH	610			1	18	2	11	3	11	3
	79	18	SIXTH	611			1	18	2	11	3	11	3
	80	18	SIXTH	612			1	18	2	11	3	11	3
	81	18	SIXTH	613			1	18	2	10	3	10	3
	82	18	SIXTH	614			1	18	2	11	3	11	3
	83	18	SIXTH	615			1	18	2	8	3	11	3
	84	18	SIXTH	616			1	18	2	9	3	9	3
	85	18	SIXTH	617			1	18	2	11	3	11	3
21 CHALLIS STREET	86	19	SEVENTH	701			1	19	2	8	3	8	3
	87	19	SEVENTH	702			1	19	2	11			2
	88	19	SEVENTH	703			1	19	2	9	3	9	3
	89	19	SEVENTH	704			1	19	2	8	3	8	3
	90	19	SEVENTH	705			1	19	2	9	3	9	3
	91	19	SEVENTH	706			1	19	2	8	3	10	3
	92	19	SEVENTH	707			1	19	2	8	3	8	3
	93	19	SEVENTH	708			1	19	2	8	3	8	3
19 CHALLIS STREET	94	19	SEVENTH	709			1	19	2	11	3	11	3
	95	19	SEVENTH	710			1	19	2	11	3	11	3
	96	19	SEVENTH	711			1	19	2	11	3	11	3
	97	19	SEVENTH	712			1	19	2	11	3	10	3
	98	19	SEVENTH	713			1	19	2	11	3	11	3
	99	19	SEVENTH	714			1	19	2	10	3	10	3
	100	19	SEVENTH	715			1	19	2	8	3	10	3
	101	19	SEVENTH	716			1	19	2	9	3	9	3
	102	19	SEVENTH	717			1	19	2	11	3	11	3
21 CHALLIS STREET	103	12	GROUND	G04	1	12			2, 3	11, 11	4	11	4
19 CHALLIS STREET	104	12	GROUND	G04	1	12			2, 3	11, 11	4	11	4
	105	12	GROUND	G03	1	12			2	11	3	11	3
	106	12	GROUND	G02	1	12			2	11			2
	107	12	GROUND	G01					1	11			1
21 CHALLIS STREET	108	12	GROUND	G03									
	109	12	GROUND	G02					1	11			1
	110	12	GROUND	G01	1	12			2	11			2

UR UTILITY ROOM
UC UTILITY CUPBOARD
Y DENOTES YARD
D DENOTES DUCT - BEING COMMON PROPERTY
ST DENOTES STAIR
C DENOTES COLUMN
B DENOTES BALCONY
S DENOTES STOREROOM
P DENOTES PARKING AREA
CP DENOTES COMMON PROPERTY
IFOW DENOTES INSIDE FACE OF WALL
# DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF 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. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT 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

Form 3

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REF: 17218 06UP

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

Sheet No. 7 of 35

FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
LEGEND/INDEX

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~324~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Delegate of the ACT Planning and Land Authority

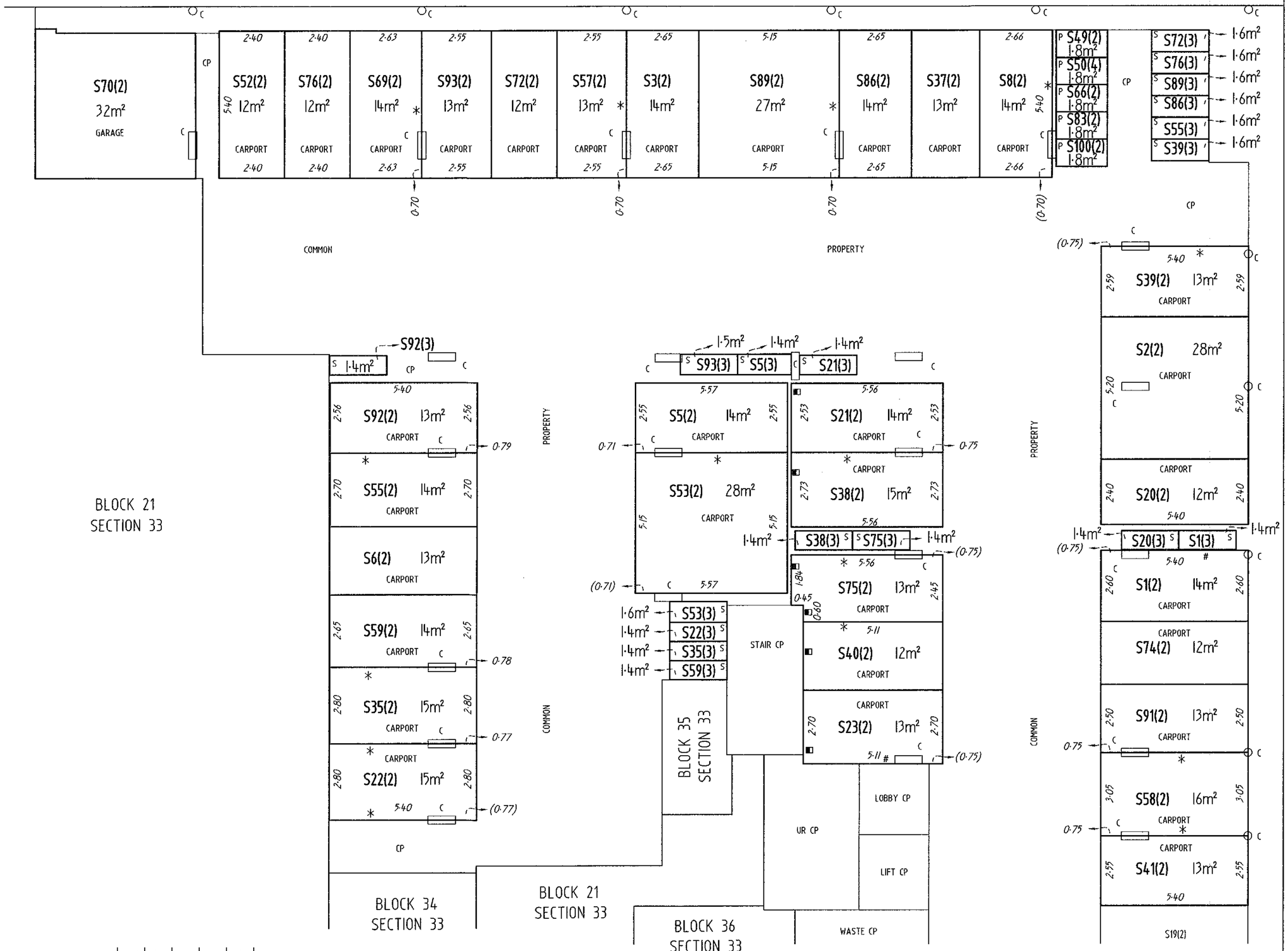
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

12812

19

33



Form 3

Form 091 - FP

0 1 2 3 4 5 METRES

Graphic bar scale - SCALE 1: 100

REF: 17218 06IP

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

Sheet No. 8 of 35

FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
BASEMENT 2

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

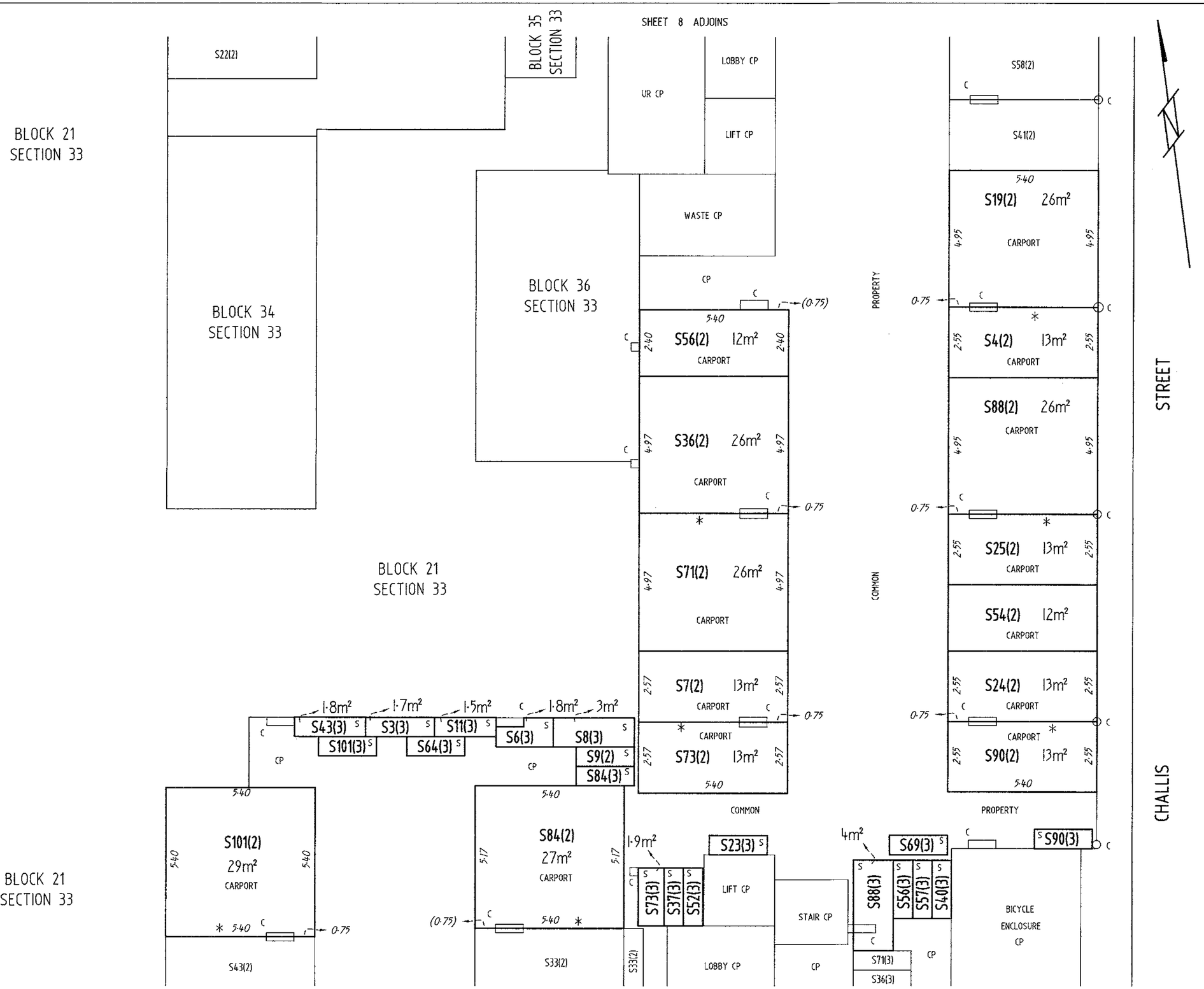
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

UNITS PLAN No.
12812



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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
BASEMENT 2

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 100

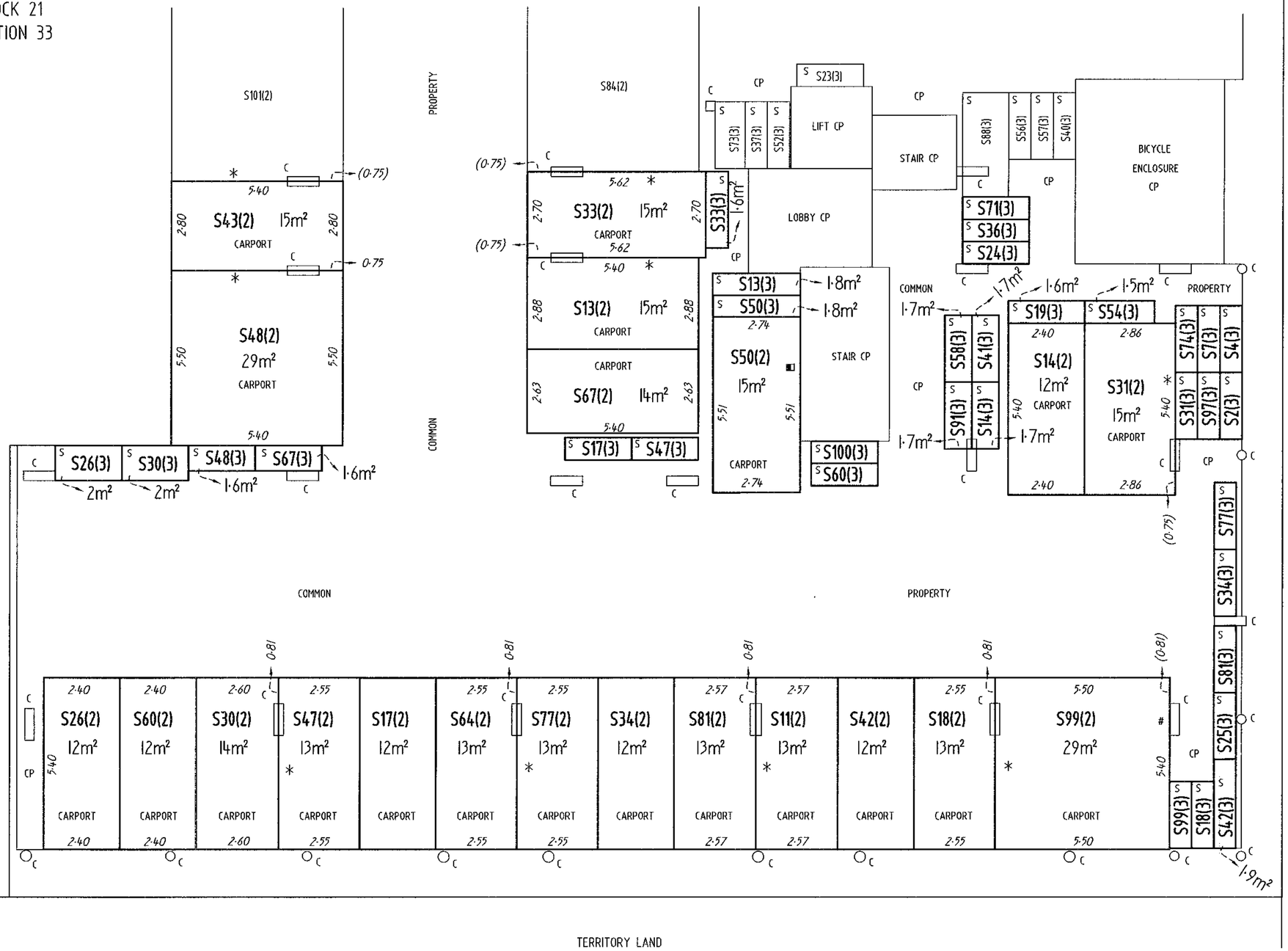
ALL STORAGE CAGES ARE 1·4m² UNLESS OTHERWISE INDICATED

UNITS PLAN No.
12812

REF: 17218 06UP

SHEET 9 ADJOINS

BLOCK 21
SECTION 33



BLOCK 21
SECTION 33

Form 3

0 1 2 3 4 5 METRES

Form 091 - FP

Graphic bar scale - SCALE 1: 100

ALL STORAGE CAGES ARE 1·4m² UNLESS OTHERWISE INDICATED

REF: 17218 06IIP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
BASEMENT 2

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~324~~ 234 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

UNITS PLAN No.
12812

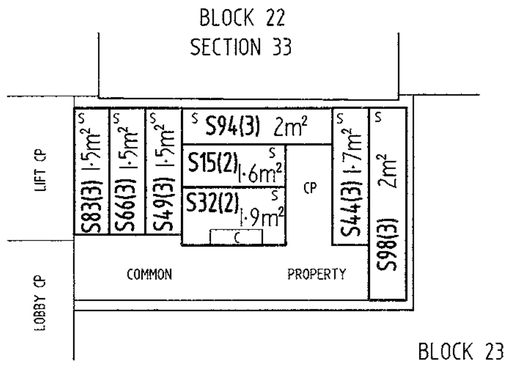


DIAGRAM A
NOT TO SCALE

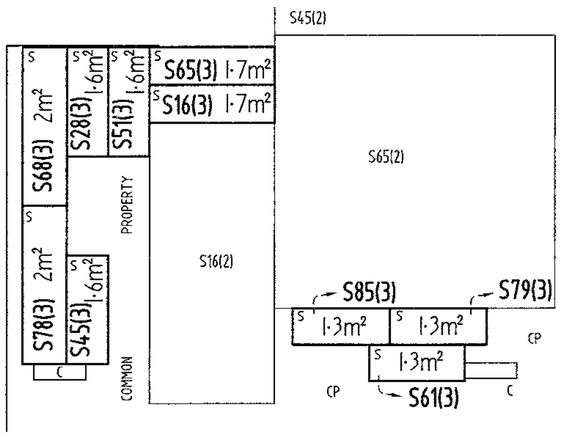
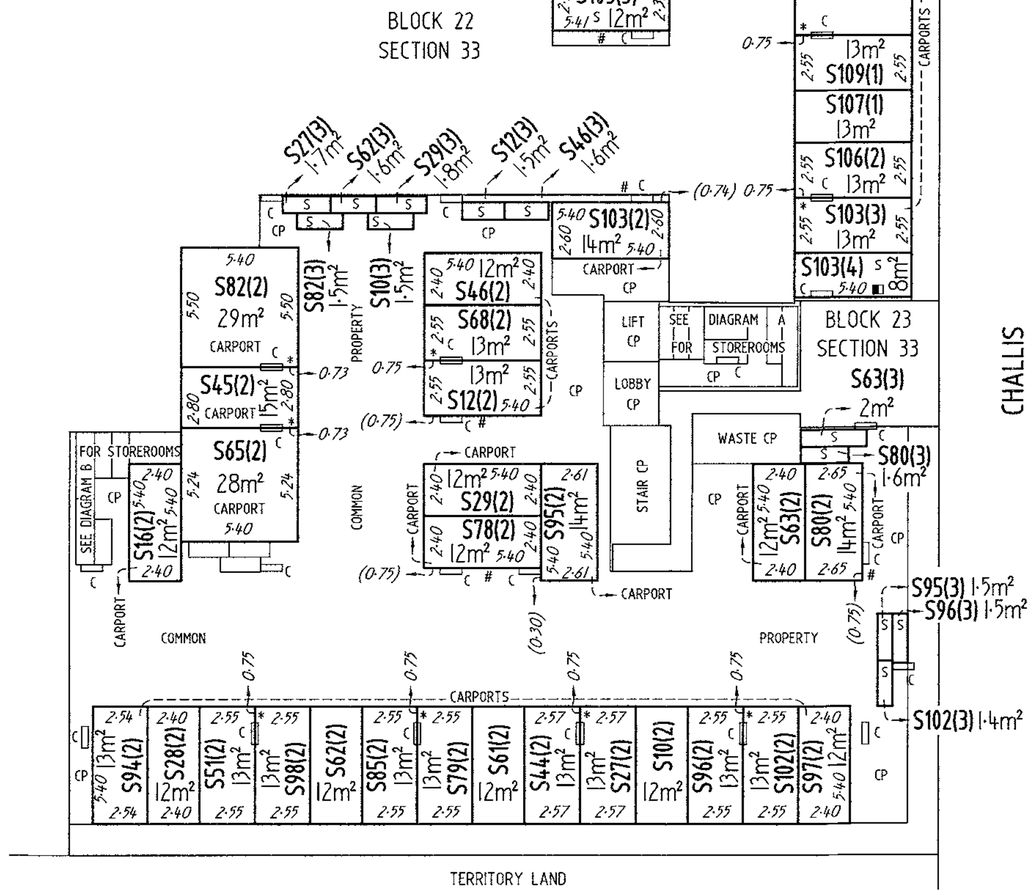


DIAGRAM B
NOT TO SCALE



Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

REF: 17218 06UP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
BASEMENT 1

SANDRA MARY WADE

BEN McALISTER

608 707 291
EXECUTED BY DOMA DICKSON PTY LIMITED ACN ~~000 516 621~~
BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696

Signature of Lessee

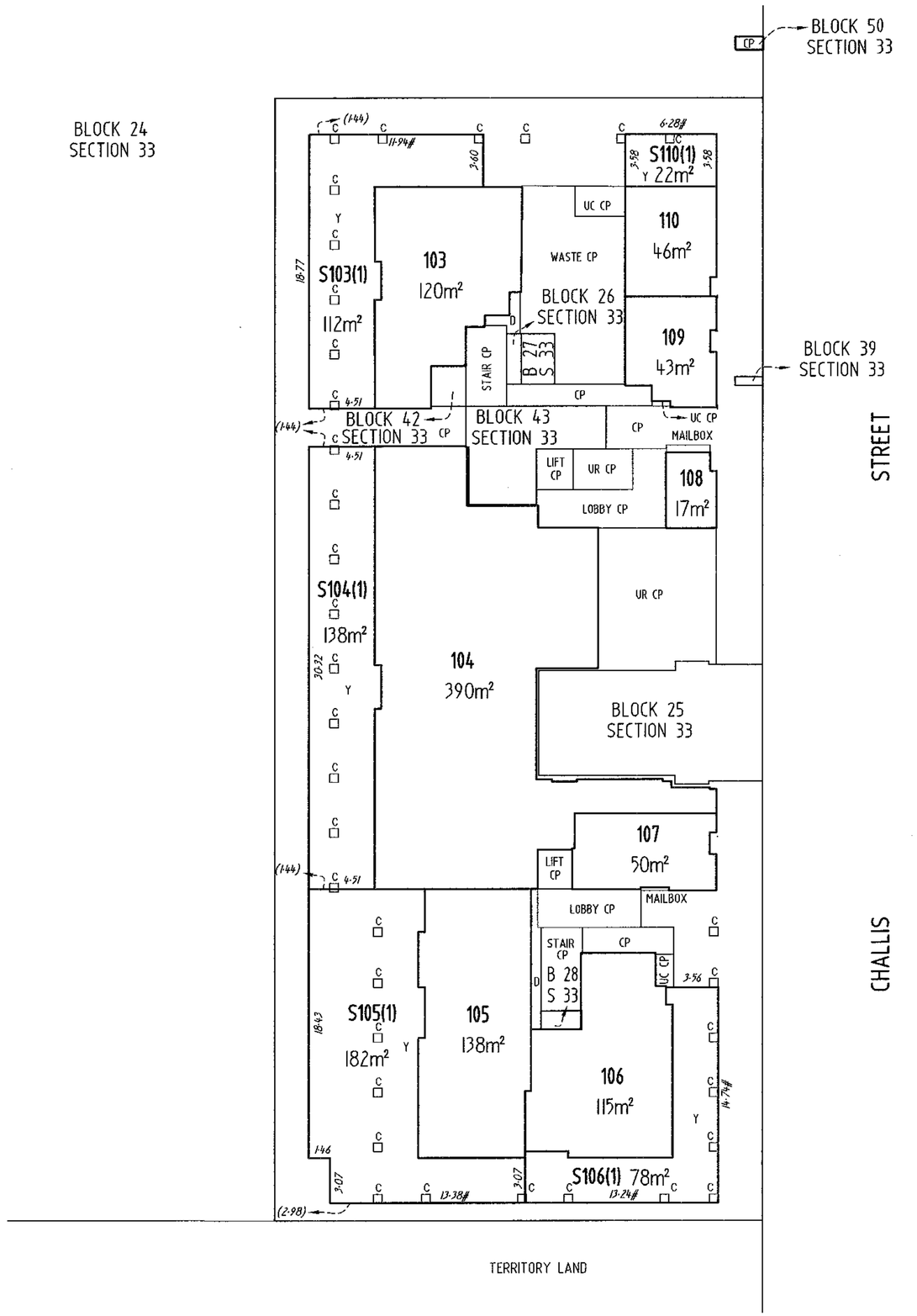
Lyn Tankey
Delegate of the ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

UNITS PLAN No.
12812



Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 17218 DAUP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
GROUND

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 321 2 3 1 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~X~~ 7 FOR LEGEND

UNITS PLAN No.

12812

BLOCK 31
SECTION 33

BLOCK 57
SECTION 33

BLOCK 42
SECTION 33

STAIR CP

BLOCK 30
SECTION 33

BLOCK 56
SECTION 33

LIFT CP

BLOCK 44
SECTION 33

BLOCK 55
SECTION 33

LIFT CP

STAIR CP

BLOCK 53
SECTION 33

BLOCK 28
SECTION 33

BLOCK 29
SECTION 33
ABOVE

TERRITORY LAND

STREET

CHALLIS

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 17718 06UP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
FIRST

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324 23 1 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

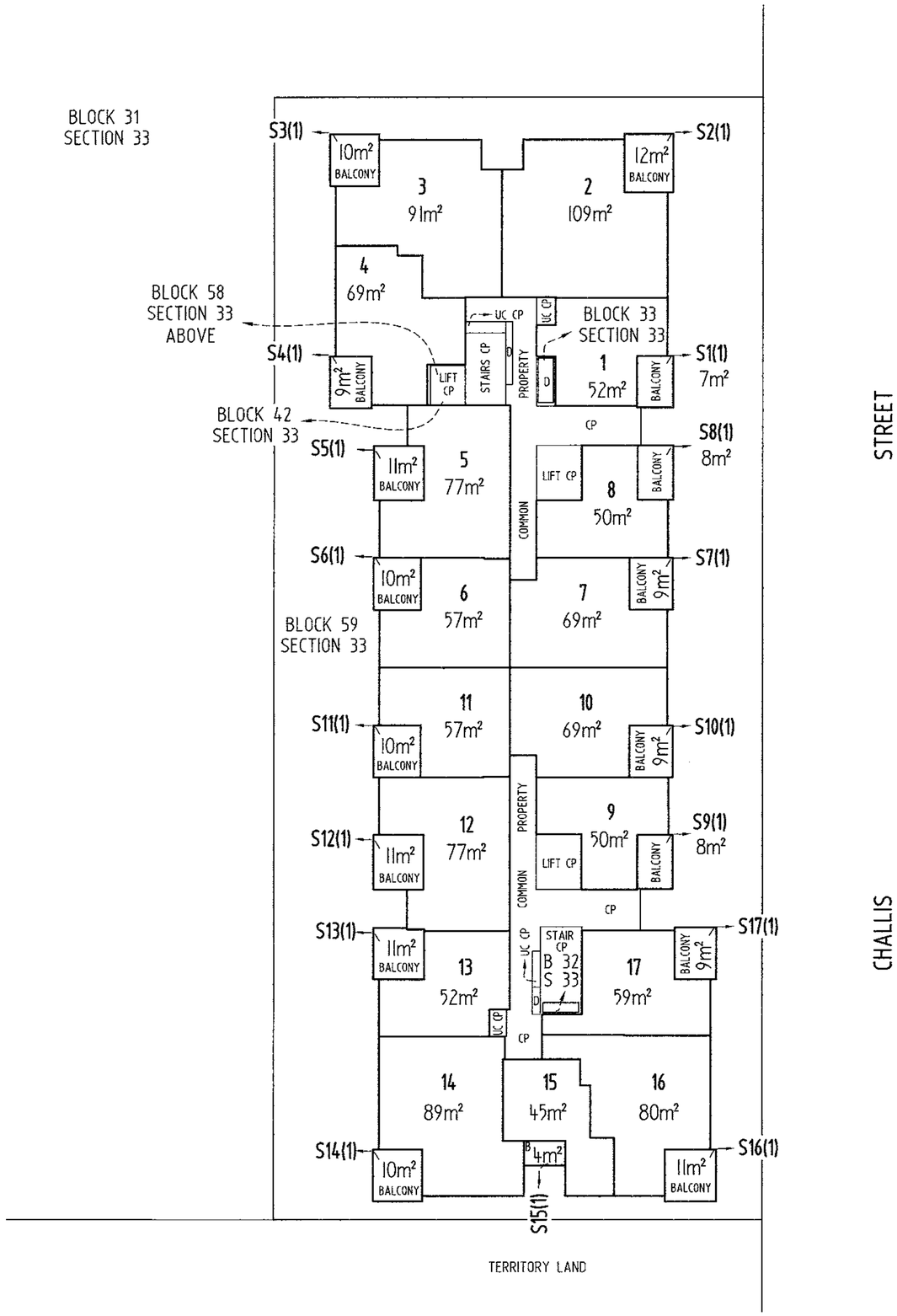
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

UNITS PLAN No.

12812



Form 3

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0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 17218 06UP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
SECOND

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~824~~ 213 1 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

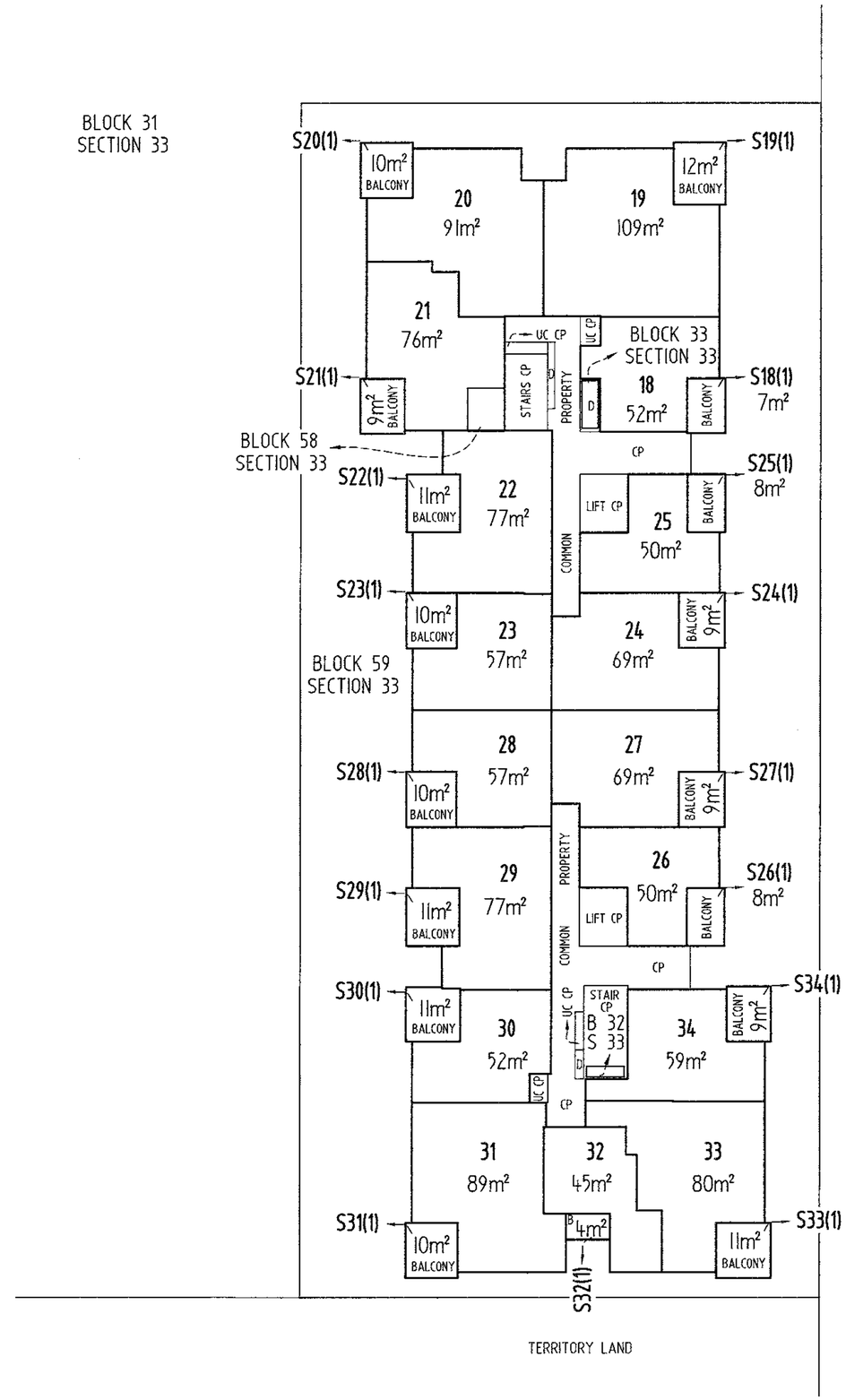
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

UNITS PLAN No.

12812



Form 3

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0 5 10 METRES

Graphic bar scale - SCALE 1: 250

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
THIRD

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~324~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

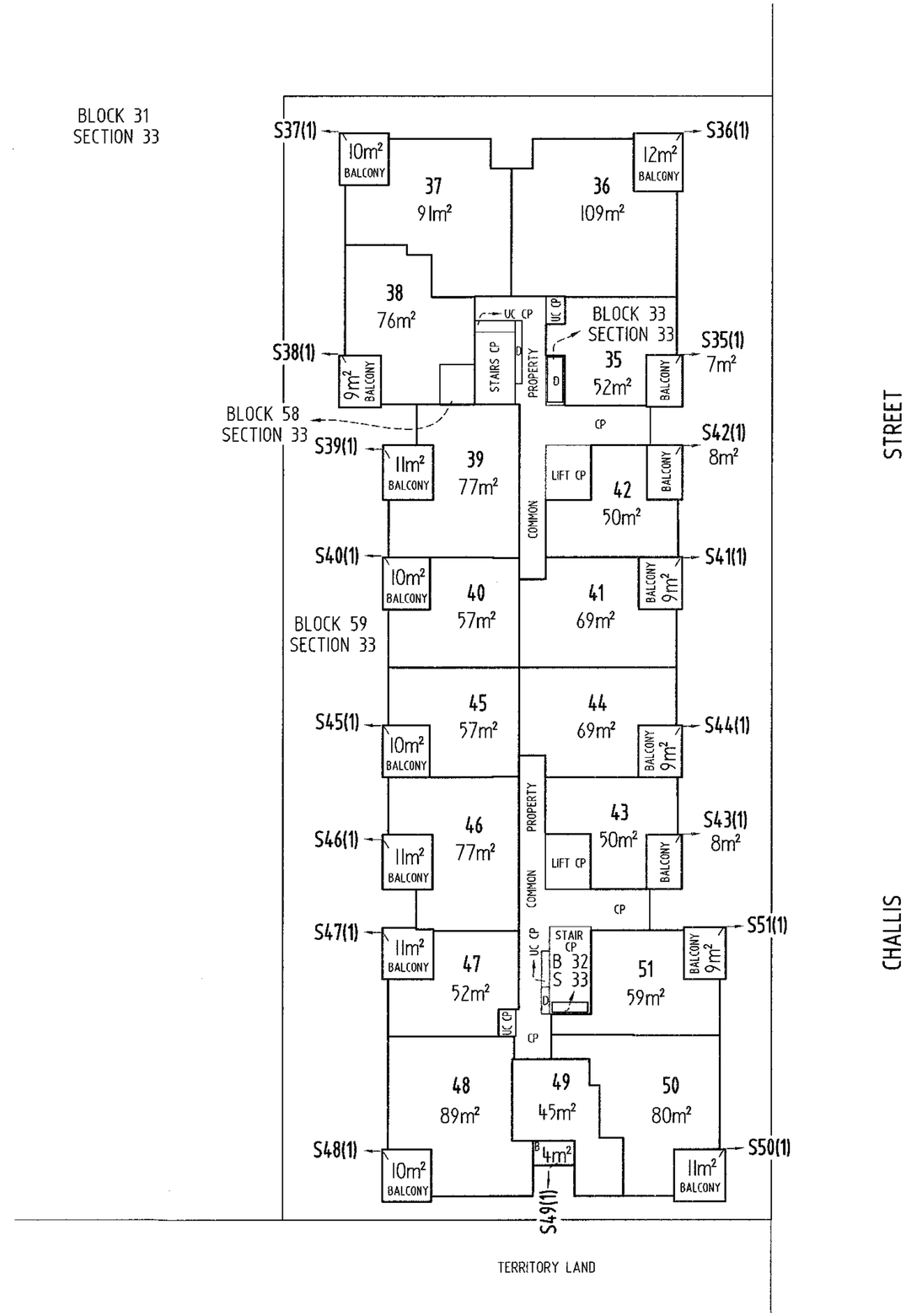
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

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12812



Form 3

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0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 17718 06UP

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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
FOURTH

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324 [illegible] BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

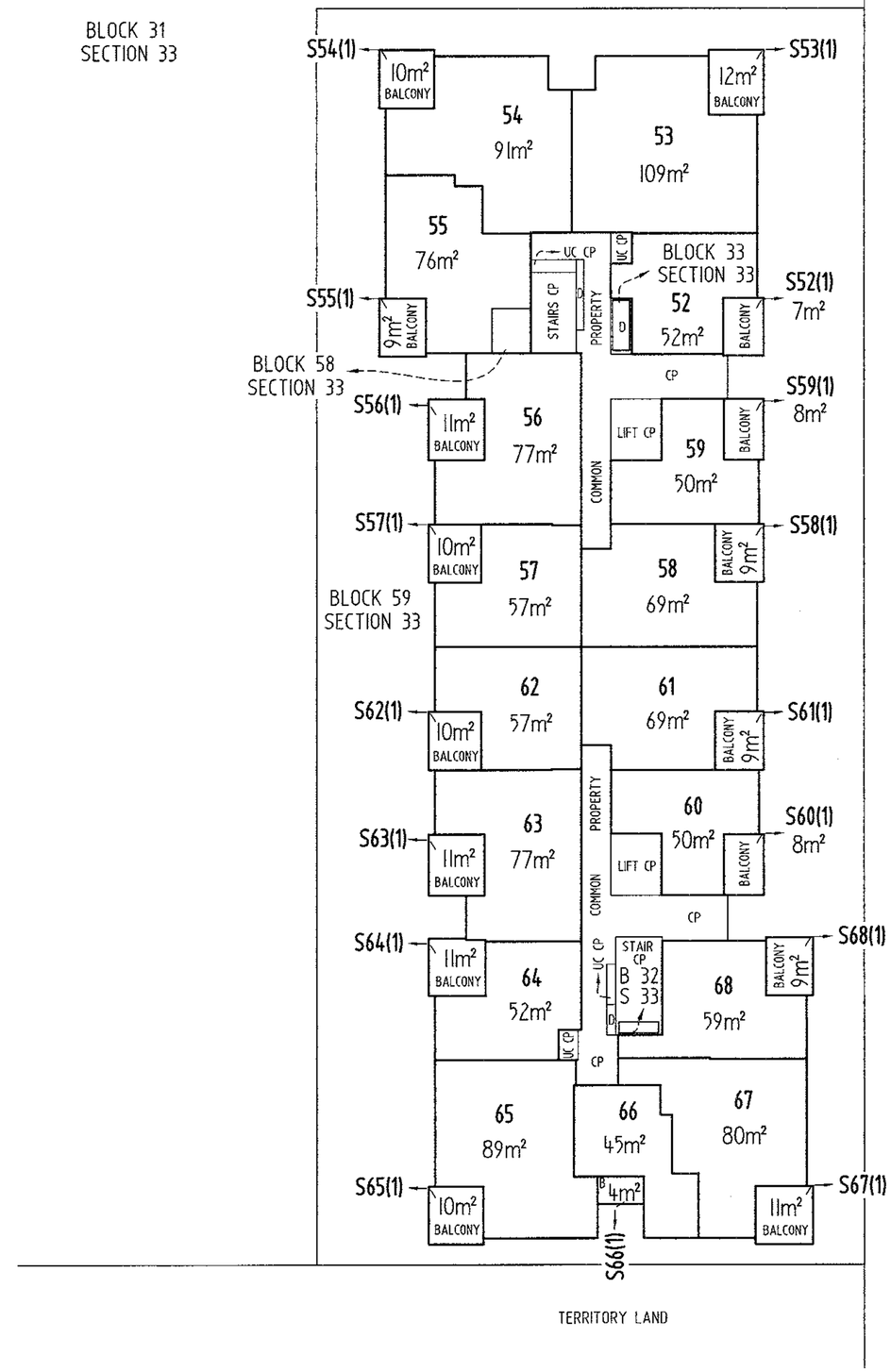
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

UNITS PLAN No.

12812



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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
FIFTH

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 924 23\ BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

Form 3

Form 091 - FP

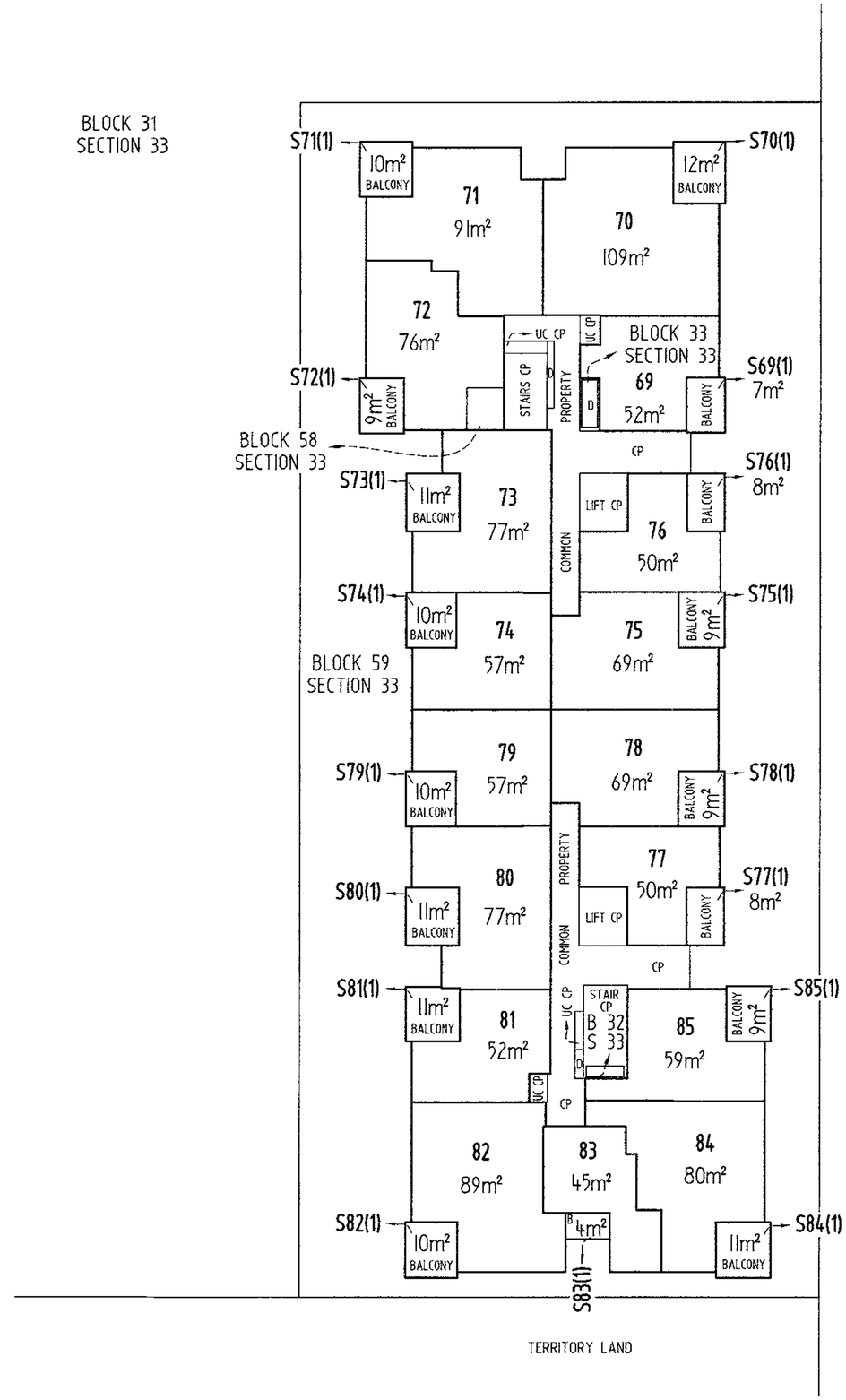
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Graphic bar scale - SCALE 1: 250

UNITS PLAN No.

12812

REF: 17718 04UP



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

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FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
SIXTH

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~324~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

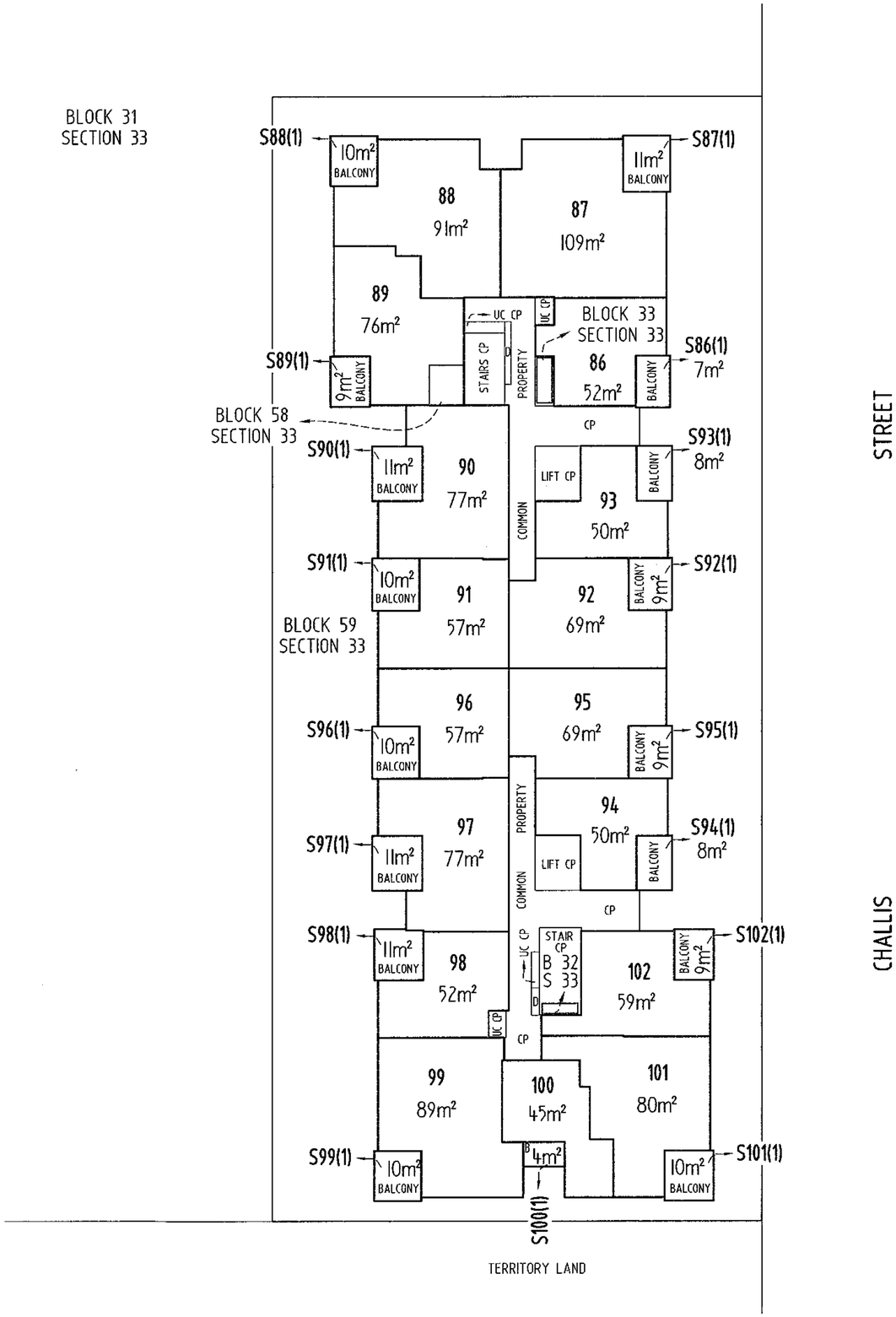
Form 3

Form 091 - FP

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Graphic bar scale - SCALE 1: 250

UNITS PLAN No.
12812

REF: 17218 06UP



Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

REF: 17218.06UP

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

Sheet No. 19 of .....

FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
SEVENTH

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET ~~XX~~ 7 FOR LEGEND

UNITS PLAN No.

12812

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 12812

Blocks 45-59 Section 33 Division of DICKSON

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

TERM

1. The term of the lease of each of the units expires on the thirteenth day of August Two thousand one hundred and nineteen.

RENT

2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.

3. Each Lessee of each of the Units Nos 1 - 110 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 pay to the Authority or any statutory authority his 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;

3 6

PURPOSE	(c)	To use the premises for residential use LIMITED TO multi-unit housing for not more than one hundred and two (102) dwellings AND IN ADDITION the premises may also be used for one or more of the following: (i) non-retail commercial use; (ii) restaurant; and (iii) shop; PROVIDED ALWAYS THAT non-retail commercial use, restaurant and shop does not exceed a combined gross floor area of 1100 square metres;
NOISE MANAGEMENT	(d)	That the Lessee must, prior to the use of the premises for restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;
UNIT SUBSIDIARY	(e)	Not to use any unit subsidiary to that unit as a habitation;
SERVICE AREAS	(f)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
SHARED ACCESS EASEMENT	(g)	That the Lessee, their employees, contractors, sub-lessees or other occupiers, visitors and invitees have the right to pass and repass from time to time with or without vehicles over the parcel of land as shown by forward hatching and identified as "B" on the attached plan for all purposes connected with the use and enjoyment of their premises;
ACCESS EASEMENT	(h)	That the Lessee shall at all times permit the Lessees of Blocks 21-33 and Blocks 34-44 Section 33 Division of Dickson, their employees, contractors, sub-lessees or other occupiers, visitors and invitees to pass and repass from time to time over the parcel of land with or without vehicles for all purposes connected with the use and enjoyment of their premises;
FACILITIES AND ACCESS FOR PERSONS WITH DISABILITY	(i)	That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

X

3 of 3

BUILDING SUBJECT TO APPROVAL

(j) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

REPAIR

(k) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

FAILURE TO REPAIR

(l) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(m) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(n) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(o) 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;

MINERALS AND WATER

(p) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

QUIET ENJOYMENT

That 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.

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

TERMINATION

(a) That if:

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

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

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

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES (d) That 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 the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS (e) 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 or as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

(a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;

(b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(c) 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;

(d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:

(i) a large area for handling, storage or display; and/or

(iii) direct vehicular access to the site by members of the public for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;

(e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

(f) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;

(g) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;

(h) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

(i) "dwelling":

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(j) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance,

investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(k) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(l) "Lessee" shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(m) "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;

(n) "non-retail commercial use" means business agency, financial establishment, office and public agency;

(o) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(p) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

(q) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(r) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;

(s) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;

(t) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;

(u) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;

(v) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);

(w) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

(x) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;

(y) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;

(z) "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);

(aa) "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;

(bb) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;

(cc) words in the singular include the plural and vice versa;

(dd) words importing one gender include the other genders;

(ee) 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 this Twenty eighth day of September 2020.

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

LESSEE: **DOMA DICKSON PTY LIMITED ACN 608 707 231**

By its Attorneys Sandra Mary Wade and Ben McAlister pursuant to Power of Attorney Act registration number 0144597

SANDRA MARY WADE

BEN McALISTER

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 12812

Blocks 45-59 Section 33 Division of DICKSON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the thirteenth day of August Two thousand one hundred and nineteen.

2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.

3. That:

   (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land as shown by cross hatching and identified as "C" on the attached Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");

   (b) the service provider may:

      (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and

      (ii) do anything reasonably necessary for that purpose, including without limitation:

         (A) entering or passing through the parcel of land;

         (B) taking anything on to the parcel of land; and

         (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

(i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and

(ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(d) Clause 3(c)(ii), does not require the service provider to restore:

(i) the parcel of land to a condition that would result in:

(A) an interference with:

(1) any service on or through the parcel of land; or

(2) access to any service on or through the parcel of land; or

(B) a contravention of a law of the Territory; or

(ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;

(e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;

(f) for the purposes of the Easement, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners - Units Plan No. 12812("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

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

(b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the

Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

(c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

(d) that the Owners Corporation, their employees, contractors, sub-lessees or other occupiers, visitors and invitees have the right to pass and repass from time to time with or without vehicles over the parcel of land as shown by the forward hatching and identified as "B" on the attached plan for all purposes connected with the use and enjoyment of their premises;

(e) That the Owners Corporation shall at all times permit the Lessees of Blocks 21-33 and Blocks 34-44 Section 33 Division of Dickson, their employees, contractors, sub-lessees or other occupiers, visitors and invitees to pass and repass from time to time over the parcel of land with or without vehicles for all purposes connected with the use and enjoyment of their premises;

(f) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(g) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(h) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(i) At all times during the term of the lease 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 land forming the common property;

(j) except where necessary for compliance with Clause 4(i) of this lease 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 land forming the common property without the previous approval in writing of the Authority;

(k) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and 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 repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(l) 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;

(m) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(n) 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;

(o) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

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

(b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

(c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 12812';

(e) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(g) "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);

(h) "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;

(i) words in the singular include the plural and vice versa;

(j) words importing one gender include the other genders;

(k) 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.

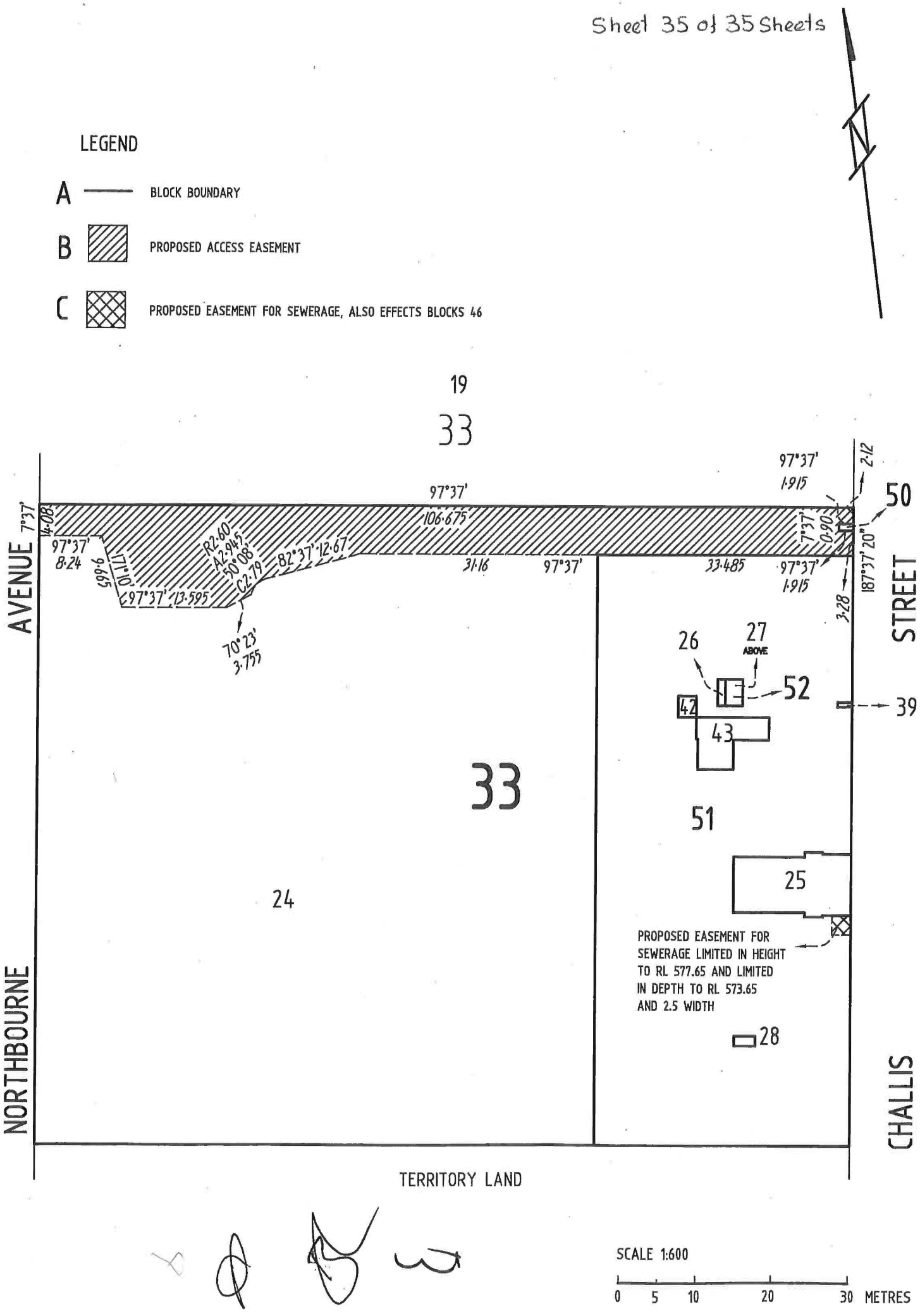
Dated this....Twenty eighth..... day of.....September.....2020.

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

LESSEE: **DOMA DICKSON PTY LIMITED ACN 608 707 231**
By its Attorneys Sandra Mary Wade and Ben McAlister pursuant to Power of Attorney ACT registration number 0144597

SANDRA MARY WADE

BEN McALISTER


LEGEND
A BLOCK BOUNDARY
B PROPOSED ACCESS EASEMENT
C PROPOSED EASEMENT FOR SEWERAGE, ALSO EFFECTS BLOCKS 46
19
33
97°37'
106.675
97°37'
1.915
2.12
50
7°37'
4.08
97°37'
8.24
9.665
11.10
R2.60
A2.945
50°08'
C2.79
82°37'
12.67
31.16
97°37'
33.485
97°37'
1.915
7°37'
0.90
187°37'20"
3.28
AVENUE
STREET
97°37'
13.595
70°23'
3.755
26
27
ABOVE
52
39
42
43
33
51
25
24
PROPOSED EASEMENT FOR
SEWERAGE LIMITED IN HEIGHT
TO RL 577.65 AND LIMITED
IN DEPTH TO RL 573.65
AND 2.5 WIDTH
28
NORTHBOURNE
CHALLIS
TERRITORY LAND
SCALE 1:600
0 5 10 20 30 METRES

ACT Government

Access Canberra.

3197635

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

MISCELLANEOUS APPLICATION ENCUMBRANCE

007 - MAE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Proctor Legal	lodgements@proctorlegal.com.au	201084	02 5104 0750

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Instrument / Associated Dealing Number
3002:322	Dickson	33	45-59		

TITLE OF APPLICATION (Please briefly describe the application)

Building Management Statement

NATURE OF APPLICATION (If insufficient space, please attach an annexure page)

To register a Building Management Statement between Doma Dickson DT Pty Limited ACN 608 533 553 and The Owners – Units Plan 12,812 in accordance with Section 123D of the *Land Titles Act 1925* noting it has been approved under Section 123I of the *Land Titles Act*.

DATE 20 September 2022

CERTIFICATION **Delete the inapplicable*

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.~~

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

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

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

Signed By:

Daniel Kade LESKOVEC
Senior Strata Manager

for: Vantage Strata / The Owners UP 12,812

on behalf of the Applicant

Melissa Coles
Office Manager

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 30/09/2022
Data entered by		Attachments/Annexures	BMS Annexure

VOI Sighted x ..../.....

Change of Name by.....N/A.....

Category.....3.....

Sighted by .....

Date.....23/9/22.....

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PROCTOR LEGAL

BUILDING MANAGEMENT STATEMENT

DICKSON SOUTH DP 12155

PROCTOR LEGAL
2/35 Murray Crescent, Griffith, ACT
Email: susan@proctorlegal.com.au
Telephone: 02 5104 0750
© Proctor Legal

PARTICULARS

1 Development Proprietor

DOMA DICKSON DT PTY LIMITED ACN 608 533 553 (Original Owner/Development Proprietor)

2 Voting Table

Member	Number of votes
Crown Lessee Commercial (L1)	20
Crown Lessee Childcare (L2)	20
The Owners – UP 12,812 'Cape' (L3)	20

3 Building

Building part	Description	Registered Proprietor	Building Address
Commercial (L1) Blocks 21-33 Section 33	Six storey commercial building known as Building "C" including two basement levels and in addition carparking, pedestrian plaza, restaurant and shop	Doma Dickson DT Pty Limited ACN 608 533 553	480 Northbourne Avenue, Dickson, ACT 2602
Childcare (L2) Blocks 34-44 Section 33	Level 1 of Building known as "D" for community use limited to childcare and carpark	Doma Dickson DT Pty Limited ACN 608 533 553	101/21 Challis Street, Dickson, Act 2602
Residential/Retail (L3) Blocks 45 – 59 Section 33	110 units over an Eight storey building and 2 basement car parking levels being 102 residential apartments, and 8 retail and commercial use units.	The Owners - UP 12,812	19-21 Challis Street, Dickson, ACT 2602

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SECTION 1 – BACKGROUND AND INTRODUCTION

1. BACKGROUND

(a) The Building to which this Statement relates is a mixed-use building comprising the separate parts described in the Particulars.

(b) Each part is comprised within a Crown Lease which may have been or may be further subdivided under the Development Act.

(c) The Parties will establish a committee called the Building Management Committee to manage the use and operation of the separate parts of the Building over Deposited Plan 12155. (see Section 3 for more information on the committee).

1.2 Legislation

This Statement:

(a) governs the arrangements between each of the separate parts of the Building; and

(b) has been entered into pursuant to Section 123 E of the *Land Titles Act 1925*.

2. EFFECT OF THIS STATEMENT

2.1 Effect

(a) This Statement regulates the management and operation of the Building through the by-laws contained in this Statement.

(b) This Statement has effect as an agreement under seal containing the covenants detailed in Section 123 E of the *Land Titles Act 1925* binding the building lessees being the Owners Corporation of a Units Plan, and for a Crown Lease other than a lease for a unit in a units plan, each Crown Lessee and includes any mortgagee in possession or sublessee of any part of the Building. For clarity, this includes every Owner of a Unit Lot within the Units Plan.

(c) The provisions of this Statement incorporate and are subject to the provisions implied by Clause Section 123 E (5) of the *Land Titles Act 1925*.

SECTION 2 – OPERATIVE PROVISIONS – CONDUCT AND ACTIVITIES OF THE PARTIES

3. CONDUCT OF PARTIES

3.1 General obligations

(a) Each Party must:

(i) comply with its obligations in this Statement;

(ii) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;

(iii) promptly comply with the directions of the Building Management Committee;

(iv) not hinder the implementation of decisions of the Building Management Committee;

(v) in an emergency, give access to each other Party over all Fire Exit Areas located in its part of the Building;

(vi) permit the Shared Facilities which are located in its part of the Building to remain on site and not be removed except at the direction of the Building Management Committee;

(vii) permit unrestricted access to their Lot to enable those parties to exercise their Functions in connection with the Shared Facilities and where necessary with workmen, tools, plant and equipment or as otherwise on the terms stipulated in this Statement or any easement, which are located in its part of the Building by:

(A) the Building Management Committee;

(B) the Managing Agent;

(C) the Facilities Manager, if any;

(D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities;

(E) any person authorised by the Building Management Committee; and

(F) any other person authorised by this Statement; and

(viii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and that they leave the Building if they are in breach.

(b) The Owner of a Unit Lot must make a copy of this Statement available to each Occupier of any Units in a Units Plan and seek to make it a provision of any lease, license or other agreement or arrangement with any Occupier that it comply with its obligations in this Statement.

(c) Each Owner of a Crown Lease must make a copy of this Statement available to each Occupier of the lots the subject of the Crown Lease and seek to make it a provision of any lease, license or other agreement or arrangement with any Occupier that it comply with its obligations in this Statement.

3.2 Invitees

(a) Each Party is responsible for the actions of its Invitees.

(b) Each Party must take all reasonable steps to ensure its Invitees comply with this Statement.

(c) If a Party cannot comply with by-law 3.2(a), then that party must:

(i) withdraw their consent to their Invitee being on or remaining in the Building; and

(ii) request that Invitee immediately leave the Building.

(d) If this Statement prohibits a Party from doing a thing, that party must not allow its Invitee to do that thing.

(e) Each Party must ensure its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Party or Invitee in the Building.

(f) Each Party must reimburse another Party any cost, expense or charge incurred by that Party as a result of any act or omission of the Party's Invitees or as a result of its Invitees breaching this Statement.

4. CONDUCT IN APARTMENTS

4.1 General

This clause contains obligations on Owners and Occupiers of Apartments which the Building Management Committee will seek to enforce to ensure the operational effectiveness of the separate parts of the Building from time to time.

4.2 Prohibited activities

Owners and Occupiers of Apartments must not:

(a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of the Building;

(b) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using the Building;

(c) obstruct the lawful use of the Building by any person;

(d) do anything which is illegal while in the Building;

(e) bring or permit any heavy article in the Building which might cause structural damage to any part of the Building;

(f) do anything to damage or deface any part of the Building;

(g) interfere with the operation of any Equipment installed anywhere in the Building;

(h) damage any lawn, plant, tree or garden situated in the Building;

(i) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(j) place or hang laundry on any external part of the Building;

(k) park or stand any vehicle on any part of the Building unless authorised to do so;

(l) use or interfere with any fire safety equipment except in the case of an emergency; or

(m) obstruct any Fire Exit Areas.

4.3 Occupation and use of Apartments

(a) Owners and Occupiers of Apartments must comply with all Laws affecting their Apartment.

(b) Owners and Occupiers of Apartments must not:

(i) store or use any chemical, liquid, gas or flammable material in their Apartment unless it is to be used in the lawful, permitted use of their Apartment:

(ii) use or occupy or allow their Apartment to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building;

(iii) break any Law whilst in their Apartment or the Building;

(iv) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Apartment that is visible from outside their Apartment;

(v) keep anything which is visible from outside their Apartment which is inconsistent with the visual aesthetics of the Building;

(vi) operate or allow to operate any device or electronic equipment in their Apartment which interferes with any appliance lawfully in use in the Building or another Apartment; or

(vii) place, attach or hang from any part of their Apartment or any part of the Building any aerial or any security device or wires.

5. RETAIL AND COMMERCIAL ACTIVITIES

5.1 Acknowledgement and agreement

(a) Owners and Occupiers of Apartments and the Owners Corporation for the Units Plan acknowledge the following about the Crown Leases:

(i) various activities are conducted from the Crown Leases: these include but are not limited to the operation of offices, childcare, retail shops, the preparation and sale of food, outdoor seating and activities, the operation of a commercial car park and other related activities; and

(ii) there may be Development Activities in connection with the Crown Leases.

(b) Owners and Occupiers of Apartments and the Owners Corporation for the Units Plan agree the following about the Crown Leases:

(i) they will not object to any activities being conducted from the Crown Leases;

(ii) they will not hinder or precent activities being conducted from the Crown Leases; and

(iii) they each indemnify and agree to keep indemnified the Owner of each of the Crown Leases (and its Occupiers) for any costs, lost, charge or expense incurred by those parties as a result of breach of the obligations in this clause.

6. RULES OF AN OWNERS CORPORATION

6.1 Obligation of Members

(a) If the Rules as referenced in this Statement for a Units Scheme are breached then, at the request of the Building Management Committee, the Owners Corporation for that scheme must do all things necessary to enforce the By-Laws against the party who has breached the Rules.

(b) Each Member who is an Owners Corporation must ensure the Rules for its Units Scheme are not inconsistent with this Statement. If there is inconsistency, then at the next annual general meeting following a request from the Building Management Committee, the Owners Corporation must pass the necessary resolutions to amend its Rules to rectify the inconsistency.

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SECTION 3 – BUILDING MANAGEMENT COMMITTEE

7. BUILDING MANAGEMENT COMMITTEE

7.1 Establishment

Registration of this Statement establishes the Building Management Committee. The Members must always have a Building Management Committee.

7.2 Composition generally

(a) Where the part of the Building is a Units Plan subdivided under the Legislation, the Member is the Owners Corporation constituted on registration of the Units Plan.

(b) Where the part of the Building is a crown lease that has not been subdivided under the Legislation, the Member is the Owner of that Crown Lease.

7.3 Functions

The Functions of the Building Management Committee are to:

(a) make decisions about matters delegated to the Building Management Committee under this Statement:

(b) make decisions about:

(i) keeping the Fire Exit Areas clean, safe and in a good state of repair and condition; and

(ii) keeping the doors to the Fire Exit Areas operational;

(c) make decisions about the operation, insurance and Repair of the Shared Facilities;

(d) change, add to or adjust the Shared Facilities;

(e) change, add to or adjust the Shared Costs;

(f) make decisions concerning the Shared Costs including:

(i) the manner in which they are paid;

(ii) the manner in which they are collected; and

(iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;

(g) convene and hold meetings, with a minimum of one per year and comply with any procedural requirements prescribed;

(h) determine and levy contributions to the Administrative Fund and the Capital Works Fund and make payments from those funds;

(i) effect the Insurances;

(j) make decisions about the engagement of contractors and agents to assist it carry out its Functions;

(k) make decisions regarding:

(i) the appointment of a Managing Agent;

(ii) the terms of its engagement; and

(iii) any other matter in connection with the Managing Agent and its appointment;

(l) make decisions regarding:

(i) the appointment of a Facilities Manager;

(ii) the terms of its engagement; and

(iii) any other matter in connection with the Facilities Manager and its appointment;

(m) make by-laws; and

(n) comply with this Statement and the Legislation.

7.4 Representatives

(a) Each Member:

(i) must appoint a Representative to represent it on the Building Management Committee;

(ii) may appoint a Substitute Representative to attend a particular meeting or meetings which the Representative is unable to attend.

(iii) must promptly give the Building Management Committee details of the name, address and contact details of its Representative and its Substitute Representative;

(iv) may change its Representative at any time; and

(v) may change its Substitute Representative at any time.

(b) Each Member who is an Owners Corporation must give all necessary directions to its Representative and Substitute Representative to enable that party to vote at meetings of the Building Management Committee.

(c) Anything done by a Representative or Substitute Representative of a Member has the same effect as if done by the Member.

(d) Each Representative of an Owners Corporation must give the Executive Committee of that Owners Corporation at least 7 days' prior written notice of each meeting of the Building Management Committee. The Notice must include information on the matters the subject of the meeting.

7.5 General Obligations of the Members

Each Member must:

(a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation, where relevant;

(b) promptly comply with its obligations under this Statement;

(c) promptly comply with the directions of the Building Management Committee;

(d) ensure the Building Management Committee effects and maintains the Insurances;

(e) ensure the Building Management Committee convenes a meeting at least once a year;

(f) ensure the Building Management Committee has in place an insurance policy regarding the repair of the Shared Facilities;

(g) cause or permit the implementation of decisions of the Building Management Committee;

(h) cause the Building Management Committee to carry out its Functions under this Statement; and

(i) execute any Document required to be executed by it necessary to implement decisions of the Building Management Committee.

7.6 Officers of the Building Management Committee

(a) The Building Management Committee:

(i) must appoint a Chairperson for each meeting;

(ii) must appoint a Secretary;

(iii) must appoint a Treasurer;

(iv) may appoint a representative to hold more than one role or any other Officer considered necessary by the Building Management Committee; and

(v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.

(b) The Chairperson, Secretary and Treasurer are Officers of the Building Management Committee.

(c) To be eligible for appointment, an Officer must be a Representative or a Substitute Representative.

(d) The Building Management Committee may:

(i) terminate the appointment of an Officer at any time at a meeting by Unanimous Resolution;

(ii) appoint a new Officer at any time; and

(iii) appoint the same person to hold one or more the positions referred to in clause 7.67.6(a).

(e) An Officer ceases to be an Officer in the following circumstances:

(i) they cease to be a Representative or Substitute Representative;

(ii) they are dismissed by the Building Management Committee;

(iii) the Building Management Committee appoints a replacement Officer to fill their position; and

(iv) the Officer resigns in writing from their position.

7.7 Secretary

The Functions of the Secretary are to:

(a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;

(b) convene meetings;

(c) prepare and distribute notices and minutes of meetings; and

(d) keep the books and records.

7.8 Treasurer

The Functions of the Treasurer are to:

(a) prepare budgets

(b) prepare financial Statements;

(c) send out notices for, and collect and bank contributions to, the Administrative Fund and the Capital Works Fund;

(d) pay accounts; and

(e) keep the accounting records of the Building Management Committee.

7.9 Chairperson

(a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which they attend.

(b) If the Chairperson does not attend a meeting, the Representative or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

7.10 Power to contract

In the exercise of its Functions, the Building Management Committee may:

(a) enter into contracts with a third party;

(b) engage consultants, experts, lawyers and other such parties; and

(c) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

7.11 Managing Agent and Facilities Manager

The Building Management Committee:

(a) must appoint a Managing Agent; and

(b) must appoint a Facilities Manager.

8. MEETINGS AND PROCEDURES FOR MEETINGS

8.1 Meetings

The Building Management Committee must hold a meeting if:

(a) requested by notice in writing by a Member to convene the meeting;

(b) the Building Management Committee resolves to hold the meeting;

(c) the Managing Agent calls the meeting (if the Managing Agent has been delegated that Function);

(d) no other meeting has been held in the preceding 12 month period; or

(e) the Building Management Committee is otherwise required to do so under this Statement or by the Legislation.

8.2 Request for meeting

(a) A request for a meeting must:

(i) contain the terms of the proposed motion;

(ii) contain, in no more than 300 words, an explanation of the motion; and

(iii) be signed by the Representative or Substitute Representative of the Member requesting the meeting.

(b) The Building Management Committee is not obliged to hold a meeting in accordance with a request from a Member who at the time of making the request has not paid to the Building Management Committee all monies due and payable by it to the Building Management Committee.

8.3 Convening meetings

A meeting may be convened by:

(a) the Secretary;

(b) another Officer if the Secretary is absent or unable to convene the meeting; or

(c) the Managing Agent (if the Managing Agent has been delegated that Function).

8.4 Notice of meetings

(a) At least 7 days' notice of a meeting must be given to each Member.

(b) In the case of an emergency, shorter notice may be given.

(c) A meeting must be called within 8 Business Days of receiving a written notice from a Member calling for a meeting.

8.5 Service of notices for meetings

(a) Notices of a meeting

(i) by hand

(ii) by email if a Member has given its email details and consented to receiving notice by email;

(iii) by post; or

(iv) by any other means determined by the Building Management Committee.

(b) A notice

(i) if sent by hand, at the time of delivery

(ii) if sent by email, at the time recorded as being sent; and

(iii) if sent by post, at the time the recipient or its agent acknowledges receipt.

(c) Notices to a Member must be addressed to the Member and sent to the Representative of the Member as notified under clause 7.4(a).

8.6 Quorum

(a) A quorum must be present at a meeting before the Building Management Committee may vote on any motion.

(b) A quorum for a meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.

(c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to be held on the 4th Business Day following the meeting unless within the 2 Business Days following the meeting there is written agreement between all Members to hold the adjourned meeting on a different day, in which event the adjourned meeting must be held on that day.

(d) The Building Management Committee must hold the adjourned meeting at the same time of day and at the same place notified for the original meeting.

(e) The quorum for the adjourned meeting is that number of Representative or Substitute Representatives (or proxies) present at the time appointed for the adjourned meeting.

(f) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

8.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

9. VOTING AT MEETINGS

9.1 Decisions

Decisions of the Building Management Committee may only be made:

(a) at a properly convened meeting of the Building Management Committee; and

(b) by a Unanimous Resolution, subject to the provisions of Clause 9.4.

9.2 Voting

Subject to the provisions of this Statement, the Member for that part of the Building comprised within the Crown Lease in the left hand column of the Voting Table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

9.3 Manner of voting

(a) Subject to the provisions of this Statement, each Member through its Representatives or Substitute Representatives is entitled to vote at meetings of the Building Management Committee.

(b) A vote at a meeting of the Building Management Committee by a Representative or Substitute Representative entitled to vote or by a proxy must be cast in person unless the Building Management Committee by Unanimous Resolution passed at a meeting determines that a vote may be cast by any of the following means:

(i) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and

(ii) voting by means of email or other electronic means before the meeting at which the matter is to be determined by the Building Management Committee.

(c) Without limiting subclause 9.3(b)(ii), the other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.

9.4 When a Unanimous Resolution cannot be reached

(a) If a Unanimous Resolution is not obtained for a motion before a meeting of the Building Management Committee, then the motion must be deferred to a second meeting to be held on the 4th Business Day following the first meeting unless within the 2 Business Days following the first meeting there is written agreement between the Members to hold the second meeting on a different day, in which event the second meeting must be held on that day.

(b) The Building Management Committee must hold the second meeting at the same time of day and at the same place notified for the original meeting.

(c) A Deadlock on the motion occurs if a Unanimous Resolution is not reached on that motion at the second meeting.

(d) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members to be determined in accordance with the Dispute Clause. A Member may serve a notice under the Dispute Clause at anytime after a Dispute is deemed to have arisen and before the Dispute is settled.

9.5 Instructions by a Member

The Representative and Substitute Representative of a Member must vote at meetings of the Building Management Committee according to the instructions given by the Member who appointed the Representative or Substitute Representative.

9.6 Voting by proxy

(a) Subject to the provisions of this clause, Representatives and Substitute Representatives may appoint a proxy to vote at any meeting.

(b) A Representative and Substitute Representative may only appoint a proxy if the Member who appointed them has authorized them to appoint that proxy.

(c) The Building Management Committee may from time to time prescribe the content of the proxy form.

(d) The proxy form must be executed by the Representative or Substitute Representative appointing the proxy and the proxy form must be delivered to the Managing Agent prior to the commencement of the first meeting at which the proxy may vote.

(e) A proxy must be a natural person.

(f) A proxy cannot vote on any motion if the Representative or Substitute Representative appoint the proxy votes on that motion.

9.7 Restrictions on voting

(a) A Member is only entitled to vote at a meeting of the Building Management Committee if the Member has paid to the Building Management Committee all monies which are due and payable to the Building Management Committee immediately before the meeting.

(b) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.

(c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

10. BOOKS AND RECORDS

10.1 Obligations of the Building Management Committee in connection with books and records

(a) The Building Management Committee:

(i) must keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) must enter all matters and transactions usually entered in books of account kept by property managers; and

(iii) must keep copies of notices given or received, agendas, motions and minutes.

(b) The Building Management Committee must keep records and information regarding all matters in connection with the Shared Facilities including, without limitation, copies of all maintenance agreements relating to the Shared Facilities.

10.2 Obligations of the Building Management Committee in connection with the Members' Roll

(a) The Building Management Committee must prepare and maintain a Members' Roll.

(b) The Members' Roll must contain entries for each Member, including:

(i) the Member's name:

(ii) the name of the Member's Representative and contact details of that Representative for service of notices, including an Australian postal address and email address; and

(iii) the name of the Member's Substitute Representative and contact details of that Substitute Representative for services of notices, including an Australia Postal address and email address.

10.3 Inspection

(a) The Building Management Committee must make the records and books of the Building Management Committee available for inspection during normal business hours on application by:

(i) a Member;

(ii) the Owner of a Unit Lot; and

(iii) any party authorised in writing by any of the other parties referred to in this clause 10.3(a).

(b) The Building Management Committee may charge an inspection fee which it may require to be paid prior to complying with its obligations in this clause 10.3.

(c) The procedures for inspecting the records and books of the Building Management Committee are:

(i) the applicant must make an application in writing to the Managing Agent;

(ii) the applicant must pay the Building Management Committee an inspection fee of an amount prescribed by the Management Act, if any or as determined by the Building Management Committee; and

(iii) the Secretary or Managing Agent must make the records and books of the Building Management Committee available to the applicant within 5 Business Days after the written application for it has been properly made (including payment of the inspection fee).

10.4 Levy Certificate

(a) A Levy Certificate from the Building Management Committee must contain the following information:

(i) the amount of any regular periodic contribution determined by the Building Management Committee to the Administrative Fund and the Capital Works Fund, the periods for which those contributions are payable and any discounts applicable for early payment;

(ii) whether any contribution in respect of the Lot the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;

(iii) whether there is any amount recoverable from the Owner of the Lot the subject of the application for work carried out by the Building Management Committee;

(iv) any amount and rate of interest payable in relation to any unpaid contribution; and

(v) such other information as determined by the Building Management Committee.

(b) The certificate must be in the form prescribed by Law: if there is no prescribed form the certificate must in such form as prescribed by the Building Management Committee from time to time.

(c) The Building Management Committee must provide a Levy Certificate on application by:

(i) a Member;

(ii) the Owner of a Unit Lot; and

(iii) any Party authorised by any of the other parties referred to in this clause 10.4(c).

(d) The Building Management Committee may charge a fee for issuing a Levy Certificate, which must be paid to the Building Managing Committee prior to the issue of the Levy Certificate.

(e) The procedures to apply for a Levy Certificate are:

(i) the applicant must make an application in writing to the Managing Agent.

(ii) the applicant must pay the Building Management Committee a fee of an amount prescribed by Law or as determined by the Building Management Committee; and

(iii) the Secretary or Managing Agent must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been properly made.

11. BY-LAWS

11.1 Making and communicating By-Laws

(a) The Building Management Committee may make By-Laws (and amend existing By-Laws) in connection with:

(i) access to and use of the Share Facilities; and

(ii) matters arising out of this Statement.

(b) The Building Management Committee must promptly send to each Member a copy of each by-law and amended by-law.

(c) Members who are Owners Corporations must communicate each new By-law and each amendment to a By-Law to the Owners of Unit Lots in its part of the Building within 10 Business Days of receiving notification of it from the Building Management Committee.

(d) Owners of Unit Lots must communicate each new By-Law and each amendment to a By-Law to the Occupier of its Lot within 10 Business Days of receiving notification of it from the Owners Corporation.

(e) Members who are Owners of a Units plan must communicate each new By-Law and each amendment to a By-Law to the Occupiers of its Units Plan within 10 Business Days of receiving notification of it from the Building Management Committee.

11.2 Inconsistency

Any By-Law and any amendment to a By-Law must not be inconsistent with this Statement. To the extent of any inconsistency, the provisions of this Statement prevail.

11.3 Parties must comply

Parties are bound by, and must comply with, all By-Laws and all amendments to By-Laws made by the Building Management Committee in accordance with this clause.

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SECTION 4 – SHARED FACILITIES AND SHARED COSTS

12. SHARED FACILITIES

12.1 Shared Facilities

(a) Shared Facilities are services and facilities in the Building which are located in one part of the Building and which are accessed and used by Members and Parties of other parts of the Building in the manner detailed in this Statement.

(b) The Shared Facilities Register identifies the Shared Facilities and the allocation of the costs for those Share Facilities.

(c) Each Shared Facility includes, the items of Apparatus forming part of it, any room or areas in which it is located, parts of consumables used in connection with its operation and Repair; and any alteration to, addition to or replacement of it.

12.2 Responsibility of the Building Management Committee

(a) Unless the responsibility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the following responsibility in respect of each Shared Facility;

(i) insure it;

(ii) operate it;

(iii) keep it safe;

(iv) keep it clean;

(v) keep it in a state of good and serviceable repair;

(vi) replace it when necessary;

(vii) arrange for inspection if required by any Authority or any Law; and

(viii) obtain all relevant certifications required by any Authority or any Law.

(b) The Building Management Committee may enter into arrangements with third parties to operate and Repair the Shared Facilities.

12.3 Government Agency compliance

The Building Management Committee must:

(a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and

(b) obtain any certification of the Shared Facilities required by any Authority or any Law.

12.4 Use of the Shared Facilities

(a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.

(b) Where the Member is an Owners Corporation, Owners and Occupiers of Unit Lots in the Unit Scheme are entitled to use the Shared Facility (subject to this Statement and any rules of the Unit Scheme).

(c) Where the Member is a Unit Owner, Occupiers of the Units Plan are entitled to use the Shared Facility (subject to this Statement and any agreement to the contrary the Units Owner may have with Occupiers in the Units Plan).

(d) Each Party entitled to access and use a Shared Facility:

(i) may only use a Shared Facility for its intended purpose;

(ii) must notify the Building Management Committee for any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and

(iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

12.5 Easements

(a) Members whose part of the Building contains a Shared Facility and Parties who are entitled to access and use a Shared Facility must not do anything unreasonable to prevent, hinder or delay a party with the benefit of an easement burdening or benefiting the Shared Facility from carrying out its Functions under the easement unless inconsistent with this Statement.

(b) For the purposes of clarity, in addition to the statutory easements of support, utility services and all ancillary services contained in Section 123 D (4) of the Land Titles Act 1925 that are in place by virtue of registration of this Statement and that are necessary for the reasonable use and enjoyment of each Member, there are additional Transfers Granting Easements that were registered when the Building was completed.

(c) The Transfers Granting Easements concern access, sewerage, a fire indicator panel, telecommunications, and easements of support together with some deed like provisions in relation to building management issues and shared facilities. In particular, within the Transfers granting easements certain provisions are not valid or enforceable or still relevant in relation to the management of the Building, namely in;

(i) easement 3019254 - Clauses 15 - 50 and Schedule 13 and 14,

(ii) easement 3019256 - Clauses 14 – 49, Schedule 4 and 5 and ;

(iii) easement 3019255 - Clauses 13 – 38, Schedule 3 and 4,

which clauses previously attempted to address certain building management issues in the absence of the legislative ability to register a statement, pre- November 2020 and accordingly such provisions are made redundant and are no longer applicable by virtue of the registration of this Statement. For clarity, the easement provisions within each easement remain (excluding the provisions mentioned above and are to read together with this statement and addressed in accordance with Clause 12.5 (a).

12.6 Noise management plan

Members must not do anything to cause a breach of any Noise Management Plan that is required to be in place in accordance with the terms of any Crown Lease.

13. SHARED COSTS

13.1 What are Shared Costs?

(a) Shared Costs are the costs and expenses incurred by the Building Management Committee in carrying out its Functions:

(b) Shared Costs include:

(i) the costs and expenses in connection with the Shared Facilities;

(ii) the costs and expenses of the services provided to the Building Management Committee;

(iii) the costs and expenses in connection with the insurances;

(iv) any cost which the Building Management Committee determines is a cost.

13.2 Apportionment of Shared Costs

(a) The proportion of the Shared Costs payable by Members are set out in the Shared Facilities Register.

(b) If there is no apportionment of the cost of a Shared Facility and costs are incurred in connection with that Shared Facility, the Building Management Committee may determine that proportion by Unanimous Resolution.

(c) The respective proportions for the Insurances are the relative proportion of replacement value.

13.3 Obligations of the Building Management Committee and Members

(a) The Building management Committee must levy contributions on Members to meet the Shared Costs.

(b) Members must pay those contributions in the proportions and in the manner provided by this Statement.

14. CHANGING THE SHARED FACILITIES REGISTER

14.1 How changes occur to the Shared Facilities Register

Changes may occur to the Shared Facilities Register:

(a) in accordance with the review process in clause 15;

(b) at the request of the Development Proprietor in the manner required by Section 11; and

(c) by the Building Management Committee amending this Statement in the manner required by clause 36.

15. REVIEW OF THE SHARED FACILITIES REGISTER

15.1 Review of Shared Facilities Register

(a) The Building Management Committee must review the Shared Facilities Register at least once every 5 years.

(b) The Building Management Committee must review the Shared Facilities Register as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility).

(c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change;

(ii) the Building Management Committee must instruct the appointed party:

(A) to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

(B) to complete the review and make the determination with 28 days of the appointment.

(d) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator; and

(e) in the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

15.2 Amending this Statement

(a) If as a result of a review a change is required to the Shared Facilities Register requiring an amendment to this Statement, the Building Management Committee must put in place arrangements to effect the amendment.

(b) Each Member and Party must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment.

(c) At its cost, the Building Management Committee must cause to have the relevant documents registered at Land Titles Office to effect the amendment. Members must produce their title deeds to enable this to occur.

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SECTION 5 – FINANCIAL AFFAIRS

16. FINANCIAL AFFAIRS

16.1 Administrative Fund and Capital Works Fund

(a) Within one month after registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Capital Works Fund.

(b) The Administrative Fund must be used to:

(i) pay the day to day expenses of operating, cleaning, maintaining and Repairing the Shared Facilities;

(ii) pay the premiums for the Insurances; and

(iii) pay any other costs which are not Capital Works Fund Costs.

(c) The Building Management Committee must use the Capital Works Fund to pay all costs for renewing, upgrading, and replacing Shared Facilities.

16.2 Budget

(a) The Building Management Committee must determine a budget for each Year.

(b) Each budget must be based on an estimate of the costs and expenditure to:

(i) pay the Shared Costs; and

(ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.

(c) Each budget must contain itemised details of:

(i) each Shared Facility for which a Member is responsible to contribute;

(ii) each item of Insurance for which a Member is responsible to contribute;

(iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;

(iv) the amount which each Member must contribute to the Capital Works Fund for each Shared Facility; and

(v) the amount which each Member must contribute to each item of Insurance.

16.3 Contributions

(a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Capital Works Fund for each year. The amount of the contributions must be based on the budget for the relevant year.

(b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Capital Works Fund in accordance with each of their relevant proportions.

(c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

16.4 Additional amounts payable

If the amounts payable or paid under clause 16.3 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

16.5 Payment by Members

Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy: and if it does not do so it must pay interest in accordance with clause 16.6.

16.6 Interest for late payment and debt recovery fees

(a) A Member must pay interest on each amount payable by it but not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.

(b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.

(c) A Member must reimburse the Building Management Committee the costs incurred by it in pursuing the late payment of any amount owning by it to the Building Management Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Building Management Committee or the Managing Agent.

16.7 Financial Statement

As soon as practicable, but no later than 3 months after the expiration of each 12-month period, the Building Management Committee must provide each Member with an audited financial Statement of the funds in the Administrative Fund and the Capital Works Fund.

16.8 Deposit of moneys

(a) The Building Management Committee must open accounts for the Administrative Fund and Capital Works Fund with its bank, building society or credit union.

(b) The Building Management Committee must:

(i) deposit into the Administrative Fund all money received from Members as contributions to the Administrative Fund; and

(ii) deposit not the Capital Works Fund all money received from Members as contributions to the Capital Works Fund.

(c) The Building Management Committee must pay all invoices, Statements and accounts of the Building Management Committee out of either the Administrative Fund or the Capital Works Fund in the manner required by clauses 16.1(b) and 16.1(c).

(d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Capital Works Fund must be credited to the Capital Works Fund.

16.9 Surplus Funds

(a) The Building Management Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.

(b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

16.10 Dispute

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(a) If there is a Dispute about the payment of a contribution, before resolution of the Dispute, each Member must pay the amounts advised.

(b) After resolution of the Dispute, the Building Management Committee must make an appropriate adjustment, payment or refund.

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SECTION 6 - MAINTENANCE

17. MAINTENANCE AND REPAIR

17.1 Obligation of Members

(a) Each Member must:

(i) properly maintain and keep in a state of good and serviceable repair its part of the Building;

(ii) ensure the structural integrity of its part of the Building is maintained;

(iii) keep the external areas of its part of the Building free from graffiti; and

(iv) whenever reasonably necessary, renew or replace any item or equipment which, if not renewed or replaced, could have an adverse impact on the proper functioning of any Shared Facility.

(b) The obligations of each Member in this clause are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Building Management Committee.

17.2 Exclusion

Regardless of anything to the contrary in this Statement, clause 17.1 does not oblige a Member to maintain Shared Facilities which are located within its part of the Building which are the responsibility of the Building Management Committee.

17.3 Failure of a Member to carry out obligations

(a) If a Member fails to carry out its obligations in this clause, then either another Member or the Building Management Committee (the "Exercising Party"), may carry out that obligation in the manner contemplated by this clause.

(b) After giving not less than 21 day' notice, the Exercising Party may enter the Member's part of the Building with or without tools, equipment and contractors and remain there for such a period of time as may be reasonable to exercise its rights in this clause.

(c) In exercising its rights in this clause, the Exercising Party must:

(i) ensure all work is done properly;

(ii) cause as little interference as practical to the Member and any Occupier of that part of the Building;

(iii) cause as little damage as possible; and

(iv) if damage is caused, restore as nearly as practicable to the condition it was in before the damage occurred.

(d) Except where urgent work is required, the Exercising Party must:

(i) by written notice to the Member, give it a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which it has failed to perform; and

(ii) give the Member reasonable notice of intention to exercise its right in this clause.

(e) The Exercising Party may recover from the member as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Exercising Party in exercising its rights and obligations in this clause.

17.4 Access rights

(a) When exercising its rights and obligations in clause 17.1, a Member must use its reasonable endeavors to exercise those rights and obligations within the boundaries of its part of the Building.

(b) If, having used its best endeavors, a Member requires access over any part of the Building for the purposes of exercising its rights and obligations in clause 17.1, it may do so after giving reasonable notice.

17.5 Defects

(a) If repair or maintenance work is required to a Shared Facility or if a Shared Facility requires replacement and that Shared Facility or the Member in whose Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then if requested by the Building Management Committee that Member must do all that is necessary to have the relevant Shared Facility Repaired and replaced under the warranty.

(b) If agreed between the Building Management Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to enforce the warranty.

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SECTION 7 - MANAGERS

18. MANAGING AGENT

18.1 Appointment

(a) The Building Management Committee has the power to and must:

(i) appoint a Managing Agent; and

(ii) enter into an agreement with the Managing Agent to assist the Building Management Committee perform, its secretarial and administrative Functions.

18.2 The Managing Agent appointed by the Building Management Committee must be a Managing Agent as contemplated by the Agents Act 2003.

18.3 Delegation of Functions

(a) Subject to clause 18.3(b), the Building Management Committee may delegate some or all of its Functions, including the Functions of its Officers, to the Managing Agent.

(b) The Building Management Committee may not delegate the following Functions to the Managing Agent:

(i) any Function which the Building Management Committee may only exercise by Unanimous Resolution:

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

18.4 Management fee

The Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Register.

18.5 Managing agent as agent

The Building Management Committee may require the Managing Agent to:

(a) effect and maintain the Insurances on behalf of the Members;

(b) implement decisions made by the Building Management Committee;

(c) carry out the delegated Function of the Officers;

(d) carry out the obligations of the Building Management Committee in respect of any agreement; and

(e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

18.6 Obligations

(a) Each Owner Corporation must appoint a Managing Agent.

(b) Each Owners Corporation must engage the Managing Agent appoint by the Building Management Committee as its Managing Agent.

19. FACILITIES MANAGER

19.1 Appointment

The Building Management Committee has the power to and may:

(a) appoint a Facilities Manager; and

(b) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the operation, insurance and Repair of the Shared Facilities.

19.2 Delegation of Functions

(a) The Building Management Committee may, subject to clause 19.1(b), delegate some of its Functions to the Facilities Manager.

(b) The Building Management Committee may not delegate the following Functions to the Facilities Manager:

(i) any Functions which the Building Management Committee may only exercise by Unanimous Resolution;

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

19.3 Facilities Management Fee

If the Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Register.

19.4 Obligations of the Facilities Manager

The Building Management Committee may require the Facilities Manger to:

(a) ensure or supervise the proper operation and Repair of the Shared Facilities;

(b) implement decisions made by the Building Management Committee;

(c) carry out the obligations of the Building Management Committee in respect of any contract;

(d) comply with any obligations the Building Management Committee under the Legislation or this Statement; and

(e) carry out any other Functions agreed between the Building Management Committee and the Facilities Manager.

19.5 Obligations of Owners Corporations

If an Owners Corporation wants to appoint a Building Manager, it must appoint the same party appointed by the Building Management Committee as its Facilities Manager.

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SECTION 8 – SERVICES AND OPERATIONS

20. SERVICES

20.1 General and Easements

(a) This Statement should be read in conjunction with any Transfers Granting Easements.

(b) If there is a discrepancy between this Statement and the Transfers Granting Easement, this Statement will prevail to the extent of the inconsistency.

(c) In particular, this Statement supercedes the following clauses in the following easements and for the reasons more particularly described in Clause 12.5 of this Statement;-

(i) easement 3019254 - Clauses 15 - 50 and Schedule 13 and 14,

(ii) easement 3019256 - Clauses 14 – 49, Schedule 4 and 5 and ;

(iii) easement 3019255 - Clauses 13 – 38, Schedule 3 and 4,

20.2 Responsibility

(a) Where an item of Services Apparatus is exclusive to part of the Building, unless it is the responsibility of an Authority, the Owner of that part of the Building is responsible for the operation and Repair of that item wherever it may be located in the Building.

(b) Where an item of Services Apparatus is used for a Service for several parts of the Building:

(i) if it is a Shared Facility, then unless specified to the contrary in this Statement, the Building Management Committee is responsible for the operation and Repair of that item.

(ii) if it is not a Shared Facility, then subject to clause 20.2(c) the Owners of the parts of the Building utilizing the Service are jointly and severally responsible for the operation and Repair of that item; and

(iii) the Owners of the part of the Building in which the item is situated must give access to their part to allow the item to be Repaired and replaced.

(c) An item of Services Apparatus which has been damaged as a result of any act or omission of an Owner or Occupier must be Repaired by and at the expense of that Owner or Occupier. The Owners of the parts of the Building in which the item is situated must give access to their part to allow the item to be Repaired.

(d) Where an Owner or Occupier:

(i) has failed to carry out its obligations under this clause; and

(ii) the Owner of the part of the Building in which the damaged Services Apparatus is contained, or the Building Management Committee, has given the Owner or Occupier who caused the damage written notice of such failure, and that Owner or Occupier has failed to comply with the notice within a reasonable time, the Owner or Building Management Committee may take all lawful steps necessary to Repair the damage and recover from the Owner or Occupier who caused the damage any reasonable expense incurred in doing so.

(e) A Party with the responsibility for the operation and Repair of an item of Services Apparatus must keep that item maintained and in a state of good and serviceable repair and must replace it with a similar item when it needs replacing.

20.3 Rights and obligations when exercising Functions

When exercising the rights and obligations in the Section, each Owner and Occupier must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as it practicable to other Owners and Occupiers;

(c) cause as little damage as is practicable to the Building;

(d) restore the damaged parts of the Building as nearly as practicable to its former condition;

(e) make good any damage; and

(f) if required by the Owner of the part of the Building in which the work is being carried out, be accompanied by a representative of that Owner and comply with the reasonable directions of that Owner or the Building Management Committee.

21. SECURITY

21.1 Functions of the Building Management Committee

(a) The Building Management Committee is responsible for using, programming, coding and re-coding the Security Keys.

(b) The Building Management Committee is responsible for determining to whom Security Keys should be issued.

(c) The Building Management Committee may charge a Party a fee for:

(i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) coding or re-coding of any Security Key.

(d) The Building Management Committee may require the provision of a bond before:

(i) issuing a Security Key (whether it is a new Security Key, an addition Security Key or a replacement Security Key); or

(ii) coding or re-coding a Security Key.

(e) The Building Management Committee may make By-Laws in accordance with clause 11 about the use of Security Keys.

(f) The Building Management Committee may restrict the number of Security Keys it issues to any Member or Party.

(g) The Building Management Committee may activate or de-activate Security Keys as it considers appropriate.

21.2 Obligations of Parties

(a) A Party must not:

(i) do anything or permit anything which may or which would likely to prejudice the security or safety of the Building; or

(ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

(b) Parties must

(i) close all security door and gates when they pass through them;

(ii) comply with all Rules and directions of the Building Management Committee and the Facilities Manger relating to the security and safety of the Building.

(iii) exercise great care in making Security Keys available to any person;

(iv) when vacating a Lot refund all Security Keys to the Building Management Committee; and

(v) promptly notify the Building Management Committee if a Security Key is lost or destroyed.

21.3 Facilities Manager

The functions of the Building Management Committee in this clause (except the making of Rules), can be carried out by Facilities Manager.

21.4 Agreement with a third party

The Building Management Committee may make arrangements with a third party to manage the Security Key system.

22. FIRE EXIT AREAS

22.1 Rights and obligations of each Party in connection with the Fire Exit Areas

(a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for the fire drill purposes, to go, pass and repass over the Fire Exit Areas located in the Building.

(b) Each Party agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.

22.2 Obligations of Members in connection with Fire Exit Areas

(a) Each Member must not do anything to prevent or restrict the use of or access to the Fire Exit Areas located in its part of the Building in accordance with its obligations in clause 22.1.

(b) Each Member agrees as follows in connection with the Fire Exits Areas in its part of the Building:

(i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;

(ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed.

(iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;

(iv) it will not obstruct the Fire Exit Areas; and

(v) it will comply with the requirements of, and notices issues by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.

(c) On giving reasonable notice to a Member and provided the reasonable requirements of that Member are complied with about access, another Member may access the Fire Exit Areas in the first Member's Building to establish compliance with this clause.

(d) If the other Member forms the view the Member is not carrying out its responsibilities, it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and if necessary, to issue a notice to the first Member.

(e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the serviced of a properly qualified consultant to investigate whether the Member is complying with its obligations.

23. MOVING AND DELIVERING

23.1 Residential

The Building Management Committee is responsible for the management of deliveries of Goods to the Residential Units plan.

23.2 Commercial

The Crown Lessee is responsible for the management of deliveries of Goods to the Crown Lease (other than to the Loading Dock, if any).

24. SIGNS

24.1 Applicability

This clause 24 applies to the Apartments and Retail Areas.

24.2 Prohibited

Owners and Occupiers of Apartments and Retails Areas must not attach, erect, or exhibit any Sign on any part of the Building or any part of their Lot which is visible from outside their Lot.

24.3 Qualifications

The provisions of this clause do not apply to any sign attached, erected, or exhibited:

(a) on any part of the Building by the Development Proprietor or any party on behalf of the Development Proprietor or any assignee of the Development Proprietor or with their authority; and

(b) on any part of the Building pursuant the right to do so under a Common Property Rights Rule.

25. WASTE DISPOSAL

25.1 Use of garbage rooms

(a) Waste generated from the retail units within the Units Plan and from the Crown Lessee for the Childcare, L3, may only be deposited in receptacles in the garbage rooms in the waste storage room on the ground floor and marked SF 21 on the Shared Facilities Plan.

(b) Waste generated from the Commercial Crown Lease L1 may only be deposited in receptacles in the garbage rooms in the L1 Building and waste generated from the Apartments may only be deposited in receptacles within the residential allocated areas.

25.2 Obligation of Members

Each Member must:

(a) ensure the garbage room in its part of the Building is kept clean at all times;

(b) ensure no odours escape from the garbage room in its part of the Building; and

(c) comply with the requirements of the Building Management Committee and ACT Government in connection with storage, recycling, and removal of Garbage.

26. CAR PARK MANAGEMENT SYSTEM

26.1 What is the Car Park Management System

(a) The Parties acknowledge that the Commercial Lessee L1 has and may from time to time enter into a management agreement for part of the Car Park with a third party and that the Carpark Management System to be adopted by the Building Management Committee is to reflect those arrangements within the set of rules and procedures regulating parking in the Building.

(b) The Car Park Management System comprises:

(i) the rights of the Building Management Committee and the obligations of the Parties in this clause 26; and

(ii) the rules and procedures of the Building Management Committee made in accordance with this clause 26.

26.2 Rights of Building Management Committee

(a) The Building Management Committee may make By- Laws and introduce procedures regulating parking by the Owners and Occupiers of the Apartments in the Building, subject to and consistent with the arrangements of the third party provider.

(b) Subject to the third party agreement, the Building Management Committee may refuse access to the Building to any Permitted Vehicle that does not comply with the Car Park Management System and may refuse access for such period of time as determined by the Building Management Committee.

(c) The Building Management Committee may, in the absence of any arrangements with a third party provider contracted by the Commercial Crown Lessee:

(i) establish a Car Park Register;

(ii) put in place systems regulating car parking (such as, by example, a vehicle or vehicle number plate recognition system);

(iii) erect items on any part of the Building to regulate parking (such as signage, security cameras, barriers (physical or electronic));

(iv) enter into arrangements with third parties in connection with matters relating to the Car Park Management System;

(v) enter into arrangements with Authorities in connection with matters relating to the Car Park Management System; and

(vi) immobilize Unauthorised Vehicles or enter into arrangements with a third party to do so (subject to all relevant Laws).

26.3 Obligations of Owners and Occupiers

(a) Owners and Occupiers:

(i) are bound by, and must comply with, the Car Park Management System;

(ii) must ensure their Invitees comply with the Car Park Management System;

(iii) must comply with the directions of the Building Management Committee given in accordance with the Car Park Management System; and

(iv) must ensure their Invitees comply with directions of the Building Management Committee given in accordance with the Car Park Management System.

(b) Owners and Occupiers:

(i) must not park or stand a Vehicle anywhere in the Building unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one);

(ii) must not permit their Invitees to park or stand a Vehicle anywhere in the Building (unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one)); and

(iii) must not give any person a Security Key to the Building for the purposes of allowing that person to park or stand a Vehicle in the Building.

26.4 Car Park Register

(a) The Car Park Register contains Vehicle Information about Vehicles in the Building including information for the following Vehicles:

(i) those owned or used by Owners and Occupiers;

(ii) those owned or used by their Invitees; and

(iii) those owned by any party under their control.

(b) If required by the Building Management Committee, Owners and Occupiers:

(i) must give the Building Management Committee the Vehicle Information for all Vehicles owned or used by them, their Invitees and any other party occupying or accessing their Lot;

(ii) must ensure that information is always up to date; and

(iii) must give that information within 21 days of a request for it from the Building Management Committee.

(c) The Building Management Committee may send a notice to an Owner or Occupier requesting the Vehicle Information if the Building Management Committee is of the view the information is not up to date. The Building Management Committee may recover its cost for doing so from the Owner or Occupier as a debt due to the Building Management Committee.

26.5 Unauthorized Use

(a) If there is a breach of clause 26.3 or clause 26.4, the Building Management Committee may:

(i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Owner or Occupier; and

(ii) issue more than one Notification throughout the duration of the breach.

(b) If there is a breach of either clauses 26.3 and clause 26.4, Owners and Occupiers:

(i) acknowledge their Vehicle or the Vehicle of their Invitee may be immobilised;

(ii) consent to immobilization occurring by or on behalf of or at the instigation of the Building Management Committee, the Managing Agent, the Facilities Manager or any third party; and

(iii) agree monies payable by them in connection with the immobilization must be paid before the Vehicle is released.

26.6 Recovery of costs

(a) The Managing Agent may recover from the relevant Owner and Occupier as a debt due in any court of competent jurisdiction all costs and expenses incurred by the Building Management Committee

or incurred on its behalf by any party carrying out its Functions in this Section as a result of breach by the Owner or Occupier or its Invitee of the obligations in this Section.

(b) These include without limitation:

(i) the fee for each Notification placed on an Unauthorised Vehicles or sent to the relevant Owner or Occupier;

(ii) the costs and expenses of any kind incurred by the Building Management Committee in connection with the issue of Notification;

(iii) the costs and expenses of any kind incurred in the recovery of the debt due to the Building Management Committee in connection with the parking of Unauthorised Vehicle on an indemnity basis including but not limited to all amounts payable by the Building Management Committee to its Managing Agent, the cost of issuing an invoice for the debt and all legal costs and expenses in connection with the recovery of the debt;

(iv) all amounts payable by the Building Management Committee to its Managing Agent;

(v) the cost of issuing an invoice for the debt; and

(vi) all legal costs and expenses in connection with the recovery of the debt.

(c) For the avoidance of doubt, if the Building Management Committee issues more than on Notification throughout the duration of the breach, it may recover as a debt from the Owner or Occupier the cost multiplied by the number of Notifications it issues.

(d) The following persons are liable to pay the Building Management Committee as a debt the amounts payable to it (and, if more than one person, they are jointly and severally liable):

(i) the Owner or Occupier who parked the Unauthorised Vehicle;

(ii) the Owner or Occupier who owns or has a legal interest in the Unauthorised Vehicle;

(iii) the Owner or Occupier controlling the use of the Unauthorised Vehicles;

(iv) the Owner or Occupier of any Lot owned, tenanted or occupied by a person who breaches these clauses; and

(v) the Owner or Occupier of a Lot who has permitted or authorized the parking of an Unauthorised Vehicle.

(e) The Building Management Committee may issue an invoice to any person referred to in clause 26.6(d) for any amount due under this Section.

(f) The invoice may be served:

(i) by being left on the Unauthorised Vehicle;

(ii) by being left at the Lot of the Owner or Occupier to whom it is addressed;

(iii) to the last known address of the Owner or Occupier to whom it is addressed; or

(iv) if the Owner or Occupier to whom it is addressed has been notified by the Building Management Committee or an Owners Corporation of an address for service of notices, to that address.

(g) Any debt which arises under this Section is due and payable to the Building Management Committee whether or not an invoice is served on the person or persons liable for payment.

(h) A cost or expense recoverable under this Section becomes due and payable at the time the Building Management Committee becomes liable to pay the cost or expense.

(i) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this clause but not paid within 30 days for the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.

(j) The amount stated in any invoice or Statement issues by the Building Management Committee, its Managing Agent, or its Facilities Manager as the amount due under this clause is conclusive evidence of the amount stated.

(k) The Building Management Committee may engage its Managing Agent, its Facilities Manager or a third party to assist it with its Functions in this Section, in which case the party may issue Notifications, serve invoices and recover costs as if it were the Building Management Committee.

(l) The parties acknowledge that the Car Parking Management Systems relates only to the residential carparking areas and excludes the publicly accessible carparking areas.

27. ACCESS TO CAR PARKING

27.1 Obligations of Parties with respect to Access to Carparking

(a) The Commercial Crown Lessee must permit access to Basement carparking via the entry system to permit Owners and Occupiers of the Units Plan at all times to access the Residential Carparking area and the Childcare Lessee any carparking areas available to it.

(b) Owners and Occupiers of the Units Plan and Childcare Lessee acknowledge that access via the entry system may only be used by them and their Invitees for the purpose specified in the preceding subclause and agree not to use it for any other purpose.

28. CHARGES

28.1 Utilities

Parties are responsible to pay must pay, all monies separately charged to or levied on their Lot for utilities consumed in connection with their Lot, whether charged or levied by an Authority, an Owners Corporation or the Building Management Committee.

28.2 False fire alarms

Members must compensate the Building Management Committee the cost incurred by it for any false fire alarm cause by the Member or emanating from the Member's Lot for any reason. The Building Management Committee may assume a false fire alarm was caused by a Member or emanated from a Member's Lot if it is so advised by the Fire Brigade or a fire monitoring contractor engaged by the Building Management Committee.

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SECTION 9 – INSURANCES AND RELEASE

29. INSURANCES AND RELEASE

29.1 Insurances

(a) The Building Management Committee must effect the following Insurances for the Building and must keep insured all Buildings on the Land for their replacement value from time to time against all of the following risks:

(i) fire, lighting, tempest, earthquake and explosion ;

(ii) riot, civil commotion, strikes and labour distruabnces;

(iii) malicious damage,

(iv) bursting, leaking and overflowing of boliers, water tanks, water pipes and associated apparatus;

(v) impact of aircraft (including parts of and objects falling from, aircraft)

(vi) machinery breakdown insurance for each Shared Facility which is not covered under warranty:

(vii) public liability insurance for each Shared Facility;

(viii) workers compensation if required by Law;

(ix) any other insurance decided by the Building Management Committee or required by Legislation from time to time; and

(x) all costs incidental to the reinstatement or replacement of the insured building, including the cost of removing debris and the fees of architects and other professional advisers;

(b) The Building Management Committee must take out each policy:

(i) in the name of the Responsible Entity, being the Building Management Committee of DP 12155, comprising of each Member (with full name described) and as required by the *Land Titles Act 1925*; and

(ii) note the joint names of each Member; and

(iii) if applicable, note the name of a mortgagee under a mortgage for that Member's respective rights and interests.

29.2 Review Insurances

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building; and

(c) consider any reasonable insurance proposal provided by L1 Commercial Owner when considering which insurer to use and to ensure that any such insurer's can comply with the provisions of the ACT Government Lease over L1 Commercial.

29.3 Affect Insurances

(a) Whenever a party to this statement is an Owners Corporation the Building Management Committee must effect an arrangement to insure the Building in accordance with the requirements prescribed by regulation.

(b) A Party must not at any time do anything that might:

(i) void or prejudice the Insurances; or

(ii) increase the Insurances premiums.

(c) Clause 29.3(a) does not apply if the Party first obtains the consent of the Building Management Committee.

(d) If a Party does anything to increase an Insurances premium, the relevant Member must pay the increased amount.

29.4 Use by a Party of property

(a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Building, that Party:

(i) does so at its own risk; and

(ii) releases the other Party from any:

(A) claim and demand of any kind; and

(B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building, relating to such use of the property.

(b) Clause 29.4(a)(ii) does not apply to the extent of the damage, death or injury us caused by the negligence of the other Party.

29.5 Payment of excess

Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's part of the Building, but excluding damage to any Shared Facility, which responsibility for the excess payment remains with the Building Management Committee.

29.6 Payment of premiums

The Building Management Committee must ensure the Members pay the premiums in the relative proportion of replacement value.

29.7 Insurance by Members

(a) Each Member must effect the following insurances for their part of the Building:

(i) public liability insurance;

(ii) office bearers liability insurance;

(iii) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty;

(iv) legal defence cost;

(v) workers compensation (if applicable); and

(vi) if the Member is an Owners Corporation, contents insurance for its Common Property.

(b) Each Member must give the Building Management Committee copies of its insurance policies within 4 Business Days of a request from the Building Management Committee.

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SECTION 10 – DEVELOPMENT GENERAL

30. DEVELOPMENT AND SUBDIVISION OF THE BUILDING

30.1 Matters relating to development and Subdivision

(a) The Parties understand that at the date of registration of this Statement;

(i) all parts of the Building that are or could be subdivided under the Legislation may not have been so subdivided;

(ii) legislative amendments to accommodate mixed use developments may impact this statement; and

(iii) all intended Shared Facilities may not have been constructed or be in existence.

(b) Due to Development and Subdivision after the entering into of this Statement, changes may be required to the Shared Facilities Register in the manner provided by this Statement.

30.2 Conditions when carrying out Development Works

When carrying out Development Works, the Party responsible for carrying out the works must:

(a) ensure compliance with the requirements of all Authorities;

(b) ensure all relevant Consents are obtained;

(c) ensure compliance with all Consents;

(d) ensure only qualified and, where appropriate, licensed tradesmen are used;

(e) ensure the works are carried out without undue delay;

(f) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Building;

(g) cause as little disturbance as is practicable to Owners and Occupiers;

(h) ensure no damage is done to any Services Apparatus installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to the property of any Owner or Occupier, or if damage is caused, immediately make good that damage; and

(j) ensure the works are only carried out within the times permitted by any relevant Consent or if there is no such Consent, within any reasonable times prescribed by the Building Management Committee.

30.3 Completion of development works

No later than 14 days after completion of Development Works, the Party responsible for the works must:

(a) Ensure all rubbish and debris caused by the works is removed from the Building and environs;

(b) give the Building Management Committee the following:

(i) all plans, specifications, occupation certificates and documents (including policies of insurance) relating to the works; and

(ii) all consents and related endorsed plans, "as built" drawings, fire safety certificates and warranties relating to the works.

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SECTION 11 – DEVELOPMENT ACTIVITIES

31. DEVELOPMENT ACTIVITIES BY THE DEVELOPMENT PROPRIETOR

31.1 Development Proprietor

Reference to the Development Proprietor in this Section includes any party acting on behalf of the Development Proprietor.

31.2 Development Activities

(a) Subject to this Section, the Development Proprietor may carry out Development Activities without interference from any Party.

(b) When carrying out a Development Activity, without notice to any Party the Development Proprietor:

(i) may access all reasonable and relevant parts of the Building (including Common Property and Shared Facilities) for the purposes of carrying out the activity for such reasonable period of time as may be necessary; and

(ii) may authorise other parties to do so.

31.3 Shared Facilities and Shared Costs

(a) When carrying out a Development Activity, the Development Proprietor may access, use, connect to, change, relocate, alter, add to or temporarily disconnect any Shared Facility.

(b) The Parties acknowledge:

(i) as a consequence of carrying out a Development Activity, it may be necessary for the Development Proprietor to change the Shared Facilities Register to more accurately reflect the arrangements in connection with the facilities and costs; and

(ii) any such changes would require an amendment to this Statement registered at ACT Land Titles Office.

(c) If this occurs, the Building Management Committee must put in place arrangements to effect the amendment recommended by the Development Proprietor.

(d) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment.

(e) At its costs, the Building Management Committee must cause to have the relevant documents registered at the ACT Land Titles Office to effect the amendment, and Members must produce their titles to enable this to occur.

31.4 General obligations of the Parties

(a) Each Party agrees:

(i) it will not object to any change or amendment to the Shared Facilities Register recommended by the Development Proprietor as contemplated by clause 31.3;

(ii) it will not object to a Development Activity by the Development Proprietor;

(iii) it will not do anything to hinder or prevent the Development Proprietor carrying out a Development Activity;

(iv) if its consent is required to an Application to enable the Development Proprietor to carry out a Development Activity, it will endorse its consent on that application within 14 days of a request from the Development Proprietor to do so; and

(v) if it is required to execute a Document to enable the Development Proprietor to carry out a Development Activity, it will execute that Document within 14 days of a request from the Development Proprietor to do so.

(b) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Development Proprietor to carry out a Development Activity.

(c) Notwithstanding anything to the contrary in this clause, a Party is not obliged to do any act required of it in this clause if the relevant Development Activity would result in that Party not having access to a Shared Facility which it would have had but for the activity.

31.5 Indemnity in favour of the Development Proprietor

A Party who breaches its obligations in this Section agrees to indemnify the Development Proprietor and keep the Development Proprietor indemnified for all costs, losses, expenses and damages incurred by the Development Proprietor arising out of breach of this clause by that Party.

31.6 Meetings

(a) This clause applies if the Development Proprietor is a Member.

(b) To the extent of any inconsistency between this clause and any other clause in this Statement, the provisions of this clause prevail.

(c) For the purposes of making a decision about a Development Activity:

(i) a meeting of the Building Management committee may be called by the Representative or Substitute Representative of the Development Proprietor;

(ii) a quorum comprises the Representative or Substitute Representative of the Development Proprietor;

(iii) a quorum is not constituted unless the Representative or Substitute Representative of the Development Proprietor is present at the meeting; and

(iv) the vote of the Representative or Substitute Representative of the Development Proprietor is sufficient to pass a motion at a meeting of the Building Management Committee.

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SECTION 12 – SUBDIVISION AND TRANSFER

32. SUBDIVISION BY A UNITS PLAN

32.1 Subdivision Notice

(a) Within 14 days of registration of a Units Plan subdividing a Stratum Lease, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lease being subdivided;

(ii) a copy of the registered Units Plan;

(iii) the name, address and ABN of the Owners Corporation;

(iv) the name, address, telephone number and contact name of the strata managing agent appointed by the Owners Corporation; and

(v) the name, address, telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

32.2 Membership of the Building Management Committee

(a) Effective from the date of registration of the Units Plan, the Owners Corporation is the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Subdivision Notice, the Representative or Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

32.3 Voting

The Owners Corporation, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the Units Plan.

32.4 Shared Costs

The proportion of Shared Cost payable by the Owners Corporation as the New Member remains the same as that payable by the Outgoing Member before the registration of the Units Plan.

32.5 Obligations

(a) Subject to clause 32.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

33. SUBDIVISION BY A STRATUM PLAN

33.1 Subdivision Notice

(a) Within 14 days of registration of a plan subdividing a Stratum Lease into further Stratum Lots, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lot being subdivided;

(ii) a copy of the registered Stratum Plan;

(iii) the number of votes attributable to each new stratum Lot (applying the principles in clause 33.3); and

(iv) The proportion of Shared Costs attributable to each new Stratum Lot (applying the principles in clause 33.4).

33.2 Membership of Building

(a) Effective from the date of registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Lot created by the subdivision is the same party who was the Member prior to the subdivision.

(b) The Representative and Substitute Representative of the Outgoing Member become the Representative and Substitute Representative for the New Members on the Building Management Committee.

33.3 Voting

The subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of the new Stratum Lots. Each New Member has between them the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

33.4 Shared Costs

(a) The proportion of Shared Costs payable by the New Members is equal to the proportion of Shared Costs payable by the Outgoing Member before registration of the plan.

(b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Lot, the proportion attributable to each new Stratum Lot is either the amount determined by the Building Management Committee or, if not determination is made, is the proportion expressed as a percentage which the area of each new Stratum Lot bears to the total area of the Stratum Lot before registration of the plan.

33.5 Obligations

(a) Subject to clause 33.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member of each Stratum Lot becomes liable for all obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Members are jointly and severally responsible to the Building Management Committee for the payment of those monies.

34. TRANSFER OF A STRATUM LOT

34.1 Transfer Notice

(a) Within 14 days of registration of a transfer of a Stratum Lot, the Owner of the lot must give the Building Management Committee a Transfer Notice.

(b) The transfer Notice must include the following information:

(i) details of the Stratum Lot being transferred;

(ii) the name, address and ABN of the transferee as the New Member; and

(iii) the name, address and contact telephone numbers of the Representative and Substitute Representative of the New Member.

34.2 Membership of Building Management Committee

(a) Effective from the date of registration of the transfer, the transferee becomes the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Subdivision Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

34.3 Voting

The transferee, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had prior to the transfer.

34.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains the same as that payable by the Outgoing Member before the transfer.

34.5 Obligations

(a) Subject to clause 34.5(b), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes liable for all obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Transfer Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

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SECTION 13 – DAMAGE AND DESTRUCTION

35. DAMAGE OR DESTRUCTION TO THE BUILDING

35.1 Territory Laws

The BMS and section 11 do not override any development approval conditions, environmental authorisations or any other territory law as provided by Section 123 E (5) of the *Land Titles Act 1925*.

35.2 Partial Damage

(a) The following provisions apply in the event of Partial Damage:

(i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.

(ii) Where Partial Damage is confined to that part of the Building owned by a Member (the "Affected Member"), the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be paid to the Affected Member and such moneys must be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.

(iii) Where Partial Damage is not confined to that part of the Building owned by a Member, the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the damage. Such moneys must be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Building so damaged, as the case may require.

(b) Each Member shall be entitled to reasonable access to relevant parts of the Building for the purpose of effecting such repairs.

35.3 Total Loss Damage

The following provisions apply in the event of Total Loss Damage:

(a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:

(i) the insurer to elect reinstatement as the basis of settlement; and

(ii) to the Authorities with a view to reinstating the Building in accordance with its original design, the Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.

(b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.

(c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:

(i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;

(ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and

(iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its originals design as soon as practicable.

(d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:

(i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;

(ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;

(iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;

(iv) each Member must advice the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and

(v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

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SECTION 14 – GENERAL

36. AMENDING THIS STATEMENT

36.1 How this Statement may be amended

This Statement may only be amended by a Unanimous Resolution of the Building Management Committee or by an order of the court or ACAT.

36.2 Registration of amendment

(a) If the Building Management Committee passes a Unanimous Resolution to amend this Statement, then as soon as practicable after the meeting approving the amendment the Building Management Committee must put in place arrangements to effect and register the amendment pursuant to Clause 123 H of the Land Titles Act 1925.

(b) Each Member and each Party must vote in the appropriate manner at the relevant meeting and sign all relevant Documents to enable the Building Management Committee to make and register the amendment.

(c) At its cost, the Building Management Committee must cause to have the relevant Documents registered at the ACT Land Titles Office, and Members must produce their titles to enable this to occur.

37. DISPUTES

37.1 Parties to, and nature of, a Dispute

(a) The party or parties to a Dispute entitled to serve a Dispute Notice are any combination of:

(i) The Building Management Committee; and

(ii) A Member or Members

(b) For the avoidance of doubt:

(i) Owners and Occupiers of Unit Lots (including their invitees) may not be a party to a Dispute; and

(ii) Occupiers of Units Plans (including their Invitees) may not be a party to a Dispute.

(c) A Dispute means any disagreement or difference between the parties to the Dispute:

(i) which arises in circumstances contemplated by clause 9.3(b);

(ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with its obligations in this Statement;

(iii) on the interpretation or construction of a provision of this Statement;

(iv) about resolutions of the Building Management Committee;

(v) about the manner in which a Shared Facility is operated or Repaired; or

(vi) about the manner in which contributions to the Administrative Fund or the Capital Works Fund are determined or levied.

37.2 Notice of a Dispute

(a) A person entitled to serve a Dispute Notice may do so at any time by serving the Dispute notice in the manner required by this clause.

(b) A person notifies another person or parties by serving a Dispute Notice.

(c) A Dispute Notice must:

(i) Identify the subject matter of the Dispute;

(ii) state the facts upon which the person relies;

(iii) identify the provisions of the Statement relevant to the Dispute;

(iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession of control of the person giving the Dispute Notice; and

(v) contain any particulars of the amount of money in Dispute (if any).

37.3 Obligation to resolve

(a) When a Dispute Notice is served the parties to the Dispute:

(i) must meet at least once within the 14 Business Days of service of the Dispute Notice; and

(ii) must use their reasonable endeavors in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.

(b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in this clause, then the person serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must proceed with the agreed action.

37.4 Appointment of an Expert

(a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.

(b) If the parties to the Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 37.4(a) then at anytime after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of ACT to appoint the Expert.

(c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(d) The expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

37.5 Identity of qualifications

(a) The appointed Expert must be a lawyer appointed to practice in the Australian Capital Territory with a current practicing certificate and with experience in property and Unit law unless the Dispute is about a matter under clause 37.1(c)(v).

(b) If the Dispute is about a matter under the clause 37.1(c)(v) the Expert must be a consultant with qualifications regarding the Shared Facility the subject of the Dispute (as an example, an electrical engineer, a hydraulics engineer or a fire consultant or the party who prepared the original Shared Facilities Register).

37.6 Submission to Expert

(a) Each party to a Dispute may make written submission to the Expert about the Dispute and costs.

(b) If a party to the Dispute makes a submission, that party must:

(i) submit it within 10 Business Days of the appointment of the Expert; and

(ii) provide the other parties to the Dispute with a copy of the submission within 24 hours of its submission to the Expert.

(c) A party who makes a submission must:

(i) co-operate with the Expert; and

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that party and relevant to the matter to be determined.

(d) Clause 37.6(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquires.

37.7 Expert's Determination

(a) The Expert acts as an expert and not as an arbitrator.

(b) Expect as to matter of Law, the Expert's decision including any decision about the expense arising from the Dispute is final and binding on each party to the Dispute.

(c) The Expert must:

(i) give reasons for the determination; and

(ii) determine how the cost of any determination is paid.

37.8 Costs

(a) The parties to the Dispute must equally share the costs of the Expert and any consultant appointed by the Expert unless the Expert makes a different determination.

(b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

37.9 Other action

If there is any disagreement between the parties arising out of or in connection with this Statement which is not a Dispute then:

(a) the parties to the disagreement must use their reasonable endeavors in good faith to resolve the disagreement within 28 Business Days of service of a notice by one party on the other about the disagreement (which notice must contain in reasonable detail the matter the subject of the disagreement with a suggested solution); and

(b) if the parties cannot resolve the disagreement, the parties agree that subject to the provisions of any Law to the contrary their appropriate course of action (if there is a course of action) is in the relevant court of competent jurisdiction.

38. NOTICES AND SERVICE

38.1 Form of Notices

(a) Notices and other documents under this Statement must be in writing and:

(i) if being sent by a natural person, must be signed by that person;

(ii) if being sent by a corporation, must be signed by a director or secretary of that corporation;

(iii) if being sent by an Owners Corporation, must be signed under the seal of the Owners Corporation in accordance with Section 9 of the Management Act; and

(iv) if being sent by the Building Management Committee, must be authorized by a meeting of the Building Management Committee and signed by the Managing Agent or a Member.

(b) Notices and other documents to a Member must be addressed to the Member and sent to the Representative or the Member as notified under clause 7.4(a).

(c) Notice and other documents to the Building Management Committee must be addressed to the Building Management Committee and send to the Managing Agent appointed by the Building Management Committee.

38.2 Service of Notices

(a) Notices may only be sent:

(i) by hand;

(ii) by email if the party on whom it is being served has given its email details and consented to receiving notices by email;

(iii) by post; or

(iv) by any other means determined by the Building Management Committee.

(b) A notice is deemed to be given

(i) if sent by hand, at time of delivery;

(ii) if sent by email, at time recorded as being sent; and

(iii) If sent by post, within 3 Business Days of it being posted.

39. LEGAL ADVICE

39.1 Approval by Building Management Committee

The Building Management Committee must not seek legal advice or the provision of any other legal services, or initiate legal action, for which any payment may be required unless a Unanimous Resolution is passed at a properly convened meeting of the Building Management Committee approving the seeking of the advice or services or the taking of that action.

40. GENERAL

40.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

40.2 Exercise of a right

(a) A Member may exercise a right:

(i) at the Member's discretion; and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise thar right or any other right later.

(c) If a Member failed to exercise a right or delays in exercising a right, that Member may still exercise that right later.

40.3 Severance

(a) Subject to clause 40.3(b)

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite clause 40.3(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under clause 40.3(a) occurs, the remainder of this Statement continues in full force and effect.

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SECTION 15 – DICTIONARY

Administrative Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 16.1(b)

Apparatus includes:

(a) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, boards, regulators and valves; and
(b) plant and equipment

Apartment means a Unit Lot which is used for residential purposes.

Application means an application of any kind to permit a Development Activity.

Authority means any Government Agency or any other authority or body having authority over or jurisdiction in respect of the Building or the land.

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

Building means the building the subject of this Statement, comprising the several parts identified in the Particulars.

Building Management Committee means the committee established under this Statement (and see Section 3)

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

By-Laws mean the By-Laws of the Building established and made by the Building Management Committee in accordance with clause 11.

Capital Works Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 16.1(c).

Car Park Management System means the system and procedures the subject of clause 26, subject to the terms of any third party arrangements in place with the Commercial Crown Lessee L1.

Car Park Register means the register the subject of clause 26.4.

Car Space means that part of the Building designated for parking cars includes a Lot or any part of a Lot marked as a car space on a Units Plan.

Crown Lease means a crown lease for a lot within the Building not including a Units Plan, and Crown Lessee means the registered proprietor of a crown lease.

Common Property means common property in a Units Plan.

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

Consent means a certificate, consent or approval: the expression includes Development Consents and Occupation Certificates.

Development in connection with a part of the Building means:

(a) any extension or addition;
(b) the carrying out of any work or improvement;
(c) demolition works;
(d) erection of scaffolding;
(e) upgrading or redevelopment works;
(f) alterations, modifications, or additions to an item of Services Apparatus;
(g) installation of an item of Services Apparatus;
(h) removal of an item of Services Apparatus;
(i) connection to an item of Services Apparatus;
(j) alterations, modifications and additions to a Shared Facility;

(k) installation of a new Shared Facility;
(l) removal of a Shared Facility;
(m) connection to a Shared Facility;

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

Development Activities are:

(a) development of part of the Building;
(b) subdivision of a Stratum Lease;
(c) development Works;
(d) changing the Shared Facilities Register in the manner contemplated by clause 31.3 and;
(e) amending this Statement in the manner contemplated by this Statement

Development Consent means a consent to a development application issued under the Planning and Development Act 2007

Development Proprietor means the party or parties described in the Particulars: and if the Particulars describe more than one party the provisions of this Statement apply severally to each of them.

Development Works means works that are carried out in connection with Development or Subdivision.

Dispute means a dispute arising from the circumstances described.

Dispute Clause means clause 37

Dispute Notice means a notice served in accordance with clause 37.2(b)

Document includes any document, plan, instrument or rule.

Expert means a person appointed under clause 37.4

Facilities Management Fee means the fee payable to the Facilities Manager.

Facilities Manager means the person appointed by the Building Management Committee under clause 19.1(a).

Fire Exit Areas means those parts of the Building to be used for emergency exit from the Building.

Function means a right, obligation or duty.

Goods means includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature,

Government Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Insurances mean the following:

(a) All insurance which the Building Management Committee must effect under the Legislation and this Statement; and
(b) Any other insurances which the Building Management Committee determines to effect.

Insurer means each party with whom the Insurances are effected.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether or implied) a Member or Party.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the *Unit Titles Act 2001* or the *Unit Titles (Management) Act 2011* as the context requires.

Levy Certificate means the certificate the subject of clause 10.4.

Lot means (as the context requires) the parcel of Land that comprises the Units Plan or a Crown Lease.

Management Act means the *Unit Titles (Management) Act 2012 (ACT)*

Managing Agent means the person appointed by the Building Management Committee under clause 18.1(a)(i)

Management Fee means the fee payable to the Managing Agent.

Member means a member of the Building Management Committee.

Members' Roll means the roll described in clause 10.2(b)

New Member means the Member of the Building Management Committee immediately following:

(a) the Subdivision of a Stratum Lease; or
(b) the transfer of a Stratum Lease.

Notification means a written notice informing the Owner or Occupier that a Vehicle is in breach of the Car Park Management System.

Occupation Certificate means a certificate as defined by the Building Act 2004.

Occupier means the lessee, licensee or occupier for the time being (not being the Owner) of a Units Plan or Stratum Lease in the Building.

Officer means an officer of the Building Management Committee as specified in clauses 7.6(a) and 7.6(b).

Operating Costs means the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

Original Owner means the Development Proprietor.

Outgoing Member means the Member of the Building Management Committee immediately prior to:

(a) the subdivision of a Stratum Lease; or
(b) the transfer of a Stratum Lease.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Unit Lot and Stratum Lease in the Building and in the context of a Units Plan includes the Owners Corporation.

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

Partial Damage means any damage to the Building or any part of it which is not Total Loss Damage

Particulars means the particulars on page 2 of this Statement.

Party means a party bound by this Statement as described in the Particulars

Permitted Vehicle means a car, small truck, motorcycle or bicycle.

Registered Stratum Plan is the deposited Plan creating a Stratum Lease.

Repair means to clean, maintain, repair, renew or replace.

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Repair Costs means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

Representative means the representative of a Member who must be a natural person and, in that case of an Owners Corporation, hold the appropriate delegation, assuming this is a requirement under the Management Act.

Secretary means the secretary of the Building Management Committee

Security Key means a key, magnetic card or other similar device for use in connection with all parts of the Building (including the Shared Facilities)

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signal or another prescribed service.

Services Apparatus means:

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

Shared Costs means:

(a) in respect of the Shared Facilities
    (i) the repair Costs
    (ii) the Operating Costs; and
    (iii) any amount which the Building Management Committee determines is a Shared Cost in connection with the Shared Facilities.
(b) In respect of the Fire Exit Areas
    (i) the cost of keeping them clean;
    (ii) the cost of keeping them safe and I good state of repair and condition;
    (iii) all compliance costs; and
    (iv) the cost of keeping the doors to the Fire Exit Areas operational.
(c) the Management Fee
(d) the Facilities Management fee;
(e) Insurance costs; and
(f) any amount which the Building Management Committee determines is a Shared Cost in connection with any art of the Building.

Shared Facilities Means:

(a) The services, facilities, machinery, plant and equipment referred to in the Shared facilities Register;
(b) Any alterations, additions or replacement of those items;
(c) Any services, facilities, machinery, plant and equipment which the Building Management Committee determines are Shared Facilities; and
(d) Any service apparatus connected to or forming part of these items.

Shared Facilities Consultant is a party with the qualifications referred to in clause 15.2

Shared Facilities Register means the table in Section 17

Stratum Lease means a crown lease over a parcel within the building.

Statement means this Building Management Statement (the expression includes any registered amendment)

Subdivision means subdivision by a plan of subdivision within the meaning of the Development Act and includes the subdivision of a Units Plan into a further Units Plan, where necessary.

Substitute Representative means the substitute representative of a Member and must be natural person.

Unit Lot means a lot within a Units Plan, be it residential, retail or commercial.

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Units Plan means a plan that is registered as a Units Plan under the Development Act.

Units Plan of Subdivision means a plan that is registered as a Units Plan under the Development Act

Units Scheme means a Units scheme constituted on registration of a Units Plan

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building

Transfer means to assign, transfer, create a trust or change ownership.

Transfer Granting Easements means dealings 3019254 ,2019255, 3019256 and 3027380 Easement for Fire Panel Access

Treasurer means the treasurer of the Building Management Committee.

Unanimous Resolution means a resolution passed at a meeting of the Building Management Committee without a vote being cast against it.

Unauthorised Vehicle means a Vehicle in the Building contrary to this Statement or the Car Park Management System.

Vehicle means any motorized vehicle of transport and includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Vehicle Information means the following information about the vehicle:

(a) Name of the owner;
(b) Registration details;
(c) Make and model; and
(d) Any other information required by the Building Management Committee.

Voting Table is the table in the Particulars.

Waste means garbage, refuse and waste.

Year/year means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

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SECTION 16 – INTERPRETATION

(a) **General**

In this Statement unless the context indicates a contrary intention:

(i) words denoting any gender include all genders;

(ii) the singular number includes the plural and vice versa;

(iii) references to any legislation includes any legislation which amends or replaces that legislation;

(iv) a person includes their executors, administrators, successors, substitutes (for example, person taking by novation) and assigns;

(v) a person includes companies and corporations and vice verse;

(vi) person includes the Building Management Committee;

(vii) except in the dictionary, headings do not affect the interpretation of this Statement;

(viii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;

(ix) amounts of money are expressed in Australian dollars unless otherwise expressly stated;

(x) a reference to a document includes any variation or replacement of it;

(xi) a reference to a thing includes the whole or each part of it; and

(xii) mentioning anything after "includes" or "including" does not limit what else may be included.

(b) **Business Day**

(i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.

(ii) If the event occurs on a day which is not a Business Day or occurs later than 5:00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(iv) A reference to a time period unless specifically written otherwise, excludes the first day of that period.

(c) **Undefined words**

Undefined words in this Statement have the same meaning as they do in the Management Act.

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SECTION 17 – SHARED FACILITIES REGISTER

This Section describes:

(a) The Shared Facilities;

(b) The proportion of the Shared Costs payable by each part of the Building; and

(c) The method of determining the proportions.

Shared Facilities may only be accessed by or used by the Building Management Committee and each party authorised by it for the purposes of carrying out its Functions in this Statement.

In this Section:

1. ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

2. ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

3. ***Services Apparatus*** means any item of services equipment or any conducting medium.

4. ***Services Equipment*** means an item of plant or equipment in which a service is generated, contained or stores.

5. ***Exclusive Services Apparatus is Services Apparatus*** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

6. ***Access*** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.

7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF3	Insurance Building	This facility includes the insurance requirements for the Building and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	65%	4%	31%	3
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and	70%	3%	27%	2

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.				
SF5	Car Park Ventilation and Lighting System Car Park Ventilation and Lighting System (cont.)	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and e) Costs and access associated with the operation, maintenance and replacement of the shared facility.	70%	3%	27%	2
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked	80%	20%	0%	5

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.				
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and		100%		4

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		g) Access to the shared facility for operational and maintenance matters.				
SF8	Electrical Infrastructure Electrical Infrastructure (cont.)	Electrical infrastructure includes: a) The switch rooms located on basement level 1 and ground level and marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility.	0%	14%	86%	1

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Gas Infrastructure (cont.)	Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.				
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits;	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.				
SF12	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the	57%	6%	37%	1

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		cables become the responsibility of the respective member; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout the basement levels. This shared facility includes,	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located any and mimic panels together with their associated electrical				

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14B on the ground floor on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System – Building D (cont.)	c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and				

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Security Services (cont.)	b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts; f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.				
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning Cleaning (cont.)	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: • SF4 – Car Park Access; • SF5 – Car Park Ventilation and Lighting System; • SF6 – Lift; • SF8 – Electrical Infrastructure; • SF9 – Gas Infrastructure; • SF12 – Telecommunication System; • SF15 – Fire Stairs; • SF17 – Signage.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system. This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.	57%	6%	37%	1
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared	0%	16%	84%	6

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.				
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and c) Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1
SF23	Service Access Services Access (cont.)	This shared facility provides access for vehicles and personnel required for the provision of services to the lots including, but not limited to, deliveries, maintenance, waste removal and cleaning services. This shared facility includes: a) The service access area marked SF23 on the ground floor of the shared facilities plan; b) The boom gate control panel marked SF23 on basement level 1 of the Shared Facilities Plan; c) Maintaining and repairing the service access way;	37%	7%	56%	6

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility.				

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SECTION 18 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Lot in relation to the total floor area of the Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Lot.

Method 3

Proportion based on the relative replacement cost value of each Members Building Part.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan

EXECUTED AS A STATEMENT:

Dated the 22nd **day of** August **2022**

Registered Proprietor L1:

EXECUTED by **DOMA DICKSON DT PTY LIMITED ACN 608 533 553** pursuant to Section 127 of the Corporations Act 2001:

DocuSigned by:
E23FFCF31DFD4DF...
Signature of Director/Secretary
sole

Signature of Director

Jure Domazet
Name of Director/Secretary
sole

Print name of Director

Registered Proprietor L2:

EXECUTED by **DOMA DICKSON DT PTY LIMITED ACN 608 533 553** pursuant to Section 127 of the Corporations Act 2001:

DocuSigned by:
E23FFCF31DFD4DF...
Signature of Director/Secretary
sole

Signature of Director

Jure Domazet
Name of Director/Secretary
sole

Print name of Director

DocuSign Envelope ID: CDFFC071-A015-43EC-9EA1-68B0FE2A7669

Registered Proprietor L3:

Executed by the Owners Corporation UP 12,812
in accordance with Section 9A of the Unit Titles
(Management) Act 2011;

Executive Committee Member.....Executive Committee Member
Name: Name:

Or

BRITTANY DURAND Brittany Durand
FOR AND ON BEHALF OF
UNITS PLAN 12812

Strata Manager

THE OWNERS - UNIT PLAN NO. 12812
Common Seal

Approved under Section 123I
of the Land Titles Act 1925

.....
Aaron Oshyer
Delegate of the Authority

8 September 2022

ACT Government

Access Canberra.

Chief M

LAND TITLES
BERRA
torate

TGE$3027380 28/09/2020 10:47:10

3027380 ENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	**Email Address**	**Customer Reference Number**	**Contact Telephone Number**
Clayton Utz	conveyancing@claytonutz.com	80199204	02 6279 4078

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
3001:622	Dickson	33	34-44	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
3001:623	Dickson	33	45-59	

3001:622 - 3002:432 DICKSON 33 45-59 - 1-110

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson DT Pty Limited ACN 608 533 553 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson Pty Limited ACN 608 707 231 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Fire Indicator Panel Access

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –

Refer to the Deed of Transfer and Grant of Easement together with plans within Schedule 1

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☐ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE 25 SEPTEMBER 2020

GRANTOR / SERVIENT TENEMENT

CERTIFICATION **Delete the inapplicable*

Grantor / Servient Tenement

*The Certifier has taken reasonable steps to verify the identity of the Grantor / Servient Tenement or his, her or Its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Alfonso del Rio
Solicitor

for: **Doma Dickson DT Pty Limited ACN 608 533 553**

on behalf of the Grantor / Servient Tenement

CERTIFICATION **Delete the inapplicable*

Grantee / Dominant Tenement

*The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement or his, her or Its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Alfonso del Rio
Solicitor

for: **Doma Dickson Pty Limited ACN 608 707 231**

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY			
Lodged by		Registered date / by	1 - OCT - 2020
Data entered by		Attachments/Annexures	

CLAYTON UTZ

Deed of Transfer and Grant of Easement - Childcare

Blocks 34-44 Section 33 Dickson

Doma Dickson DT Pty Limited ACN 608 533 553
Grantor (Childcare)

Doma Dickson Pty Limited ACN 608 707 231
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Childcare

Date 23 September 2020

Parties

Doma Dickson DT Pty Limited ACN 608 533 553 of PO Box 5419, Kingston ACT **(Childcare)**
Grantor

Doma Dickson Pty Limited ACN 608 707 231 of PO Box 5419, Kingston ACT **(Residential)**
Grantee

Background

A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.

B. Childcare will be the crown lessee of the Childcare Premises which is the Servient Tenement under this Deed.

C. Commercial will be the crown lessee of the Commercial Premises.

D. Residential will be the crown lessee of the Residential Premises.

E. The Residential Premises form the Dominant Tenement under this Deed.

F. Childcare grants to Residential the Fire Indicator Panel Access Easement and rights on the terms contained in this Deed.

G. In consideration for the grant of the Fire Indicator Panel Access Easement, Residential agrees to comply with its obligations contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

(a) child care centre; and

(b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means any use permitted in the crown lease for the Commercial Premises.

Deed means this Deed including all annexures, schedules and attachments.

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Fire Indicator Panel means the fire indicator panel located within the Fire Indicator Panel Access Easement.

Fire Indicator Panel Access Easement means the easement over the Servient Tenement granted to Residential by Childcare under this Deed for the non-exclusive right to pass and repass from time to time on foot, and with (or without) materials and equipment over the access ways marked as follows:

(a) the area hatched and marked as "PROPOSED EASEMENT FOR ACCESS 2.94 WIDE" on Plan A,

for the sole purpose of accessing the Fire Indicator Panel.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Plan A means the plan depicting the Fire Indicator Panel Access Easement attached to this Deed at Schedule 1.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential's Rights means the rights of and Residential and Residential Land Users under this Deed.

Residential Uses means any use permitted in the crown lease for the Residential Premises.

Schedule means the schedules or a schedule for this Deed.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Residential Premises.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) "includes" in any form is not a word of limitation;

(k) a reference to "$" or "dollar" is to Australian currency; and

(l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Fire Indicator Panel Access Easement, are covenants and agreements between:

(a) Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and

(b) Childcare, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

(a) Childcare;

(b) Childcare Land Users;

(c) Residential;

(d) Residential Land Users;

(e) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

4. General requirements when exercising rights

4.1 Residential's obligations

When exercising rights under the Fire Indicator Panel Access Easement, Residential agrees that:

(a) it will cause as little inconvenience as practicable to Childcare and Childcare Land Users;

(b) Residential and Residential Land Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Residential and Residential Land Users continued access to the Servient Tenement; and

(c) the person exercising the right of entry under Clause 4.1(b) must do so in a manner as to cause as little inconvenience as possible to Childcare and Childcare Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and

(d) in exercising the right of entry under Clause 4.1(b), the relevant person must:

(i) except in an Emergency, give reasonable written notice to Childcare before entering the Servient Tenement and any improvements on it to carry out any works;

(ii) when carrying out any works, except where prior arrangements have been made with Childcare or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Childcare or Childcare Land Users and any improvements on it may suffer interruption to the business or commercial activities conducted on the Servient Tenement and any improvements on it;

(e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;

(f) it will cause as little interference as is reasonably practicable to Childcare and Childcare Land Users and any improvements on it;

(a) it must not permit or allow any obstruction of any kind to stand and remain in or upon the Servient Tenement; or

(b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Childcare or Childcare Land Users; and

(g) it will cause as little damage as is reasonably practicable to Childcare and any improvements on it and must promptly make good any damage caused to Childcare's reasonable satisfaction.

4.2 Residential Land Users

Residential must use reasonable endeavours to ensure that Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

5. Fire Panel Indicator Access Easement

5.1 Grant

Childcare grants to Residential the Fire Panel Indicator Access Easement.

5.2 Childcare's Covenants

(a) Childcare shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Fire Indicator Panel Access Easement so as to delay, obstruct or interfere with access by Residential and Residential Land Users.

(b) Childcare shall procure that any keys to the Fire Indicator Panel are made available at all times to Residential and Residential Land Users.

5.3 Residential's covenants

(a) Residential and Residential Land Users:

(i) shall have the right to:

A. pass and repass on foot, with wheelchairs and other disabled access aids, but without motor vehicles, on that part of the Fire Indicator Panel Access Easement at all times on that part of the Fire Indicator Panel Access Easement designed for pedestrian access, for the sole purpose of accessing the Fire Indicator Access Panel.

(ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;

(iii) must not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access; and

(iv) acknowledge and agree that the rights granted under Clause 6.2 are in common with the rights of Childcare and Childcare Land Users.

(b) Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare's obligations under Clause 5.2 without the prior written consent of Childcare.

6. Indemnities and Releases

6.1 Transferee Accepts Risk

Residential uses the Fire Indicator Panel Access Easement and exercises the rights conferred under this Deed at its own risk.

6.2 Indemnity

Residential is liable for and indemnifies Childcare and its successors and assigns against any Claim arising from or incurred in connection with:

(c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Residential or the exercise of Residential's Rights under this Deed;

(d) the failure by Residential to observe or perform any of Residential's covenants or agreements contained in this Deed; or

(e) any works carried out on or adjacent to the Fire Indicator Panel Access Easement area:

(i) by or on behalf of Residential; or

(ii) for the benefit of the Dominant Tenement.

6.3 Release

Residential releases Childcare and its successors and assigns from and agrees that Childcare is not liable for any Claim arising from or incurred in connection with:

(f) any loss of or damage to personal property of Residential; or

(g) Childcare doing anything Childcare is permitted or required to do under this Deed.

7. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

8. GST

8.1 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

8.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

8.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

8.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

9. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

10. Dispute resolution procedure

10.1 Childcare and Residential to Attempt to Resolve

Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Childcare Land Users and Residential Land Users as set out under this Clause 10, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Fire Indicator Panel Access Easement.

10.2 Objective

(a) Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.

(b) Subject to Clause 10.11 and 10.12, Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 10 has been exhausted.

10.3 Notification

(a) Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.

(b) A notice advising of a dispute served under the preceding clause must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which or Childcare and/or Residential relies;

(iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Childcare and Residential giving the notice;

(v) contain any particulars of the amount in dispute (if any); and

(vi) state the resolution Childcare and Residential seeks to the dispute.

10.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 10.3, then Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

10.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 10.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

10.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 10.4, then the party who nominated the mediators in compliance with Clause 10.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

10.7 Appointment

(a) The mediation must take place within 20 Business Days of the appointment of a mediator; and

(b) Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.

10.8 Mediation

Childcare and Residential agree that:

(a) both parties must endeavour in good faith to resolve the dispute at the mediation;

(b) the mediation is confidential;

(c) all communications related to the mediation will be without prejudice;

(d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and

(e) each party must bear its own costs of and incidental to the mediation.

10.9 Payment of fees and expenses

(a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and

(b) Subject to Clause 10.8(e) and/or Clause 10.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

10.10 Failure to enter into mediation

In the event that either Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

10.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

10.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause.10, both Childcare and Residential may at any time institute court proceedings:

(a) to seek an urgent interim determination or remedy, including injunctive relief;

(b) in the event that any other party has failed to carry out its obligations under this Clause 10; or

(c) if it has obtained the written consent of the other parties to do so; or

(d) if the dispute has failed to resolve at the mediation.

10.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 10 while attempts are made to resolve the dispute.

11. Governing law

(a) This Deed is governed by the laws of the Australian Capital Territory.

(b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

12. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

13. Notices

13.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

(a) must be in writing;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name:	Doma Dickson DT Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Residential

Name:	Doma Dickson DT Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 13.1(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and

(iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

13.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Fire Indicator Panel Access Easement)

Executed as a deed.

Executed by Childcare (Grantor)

Executed by **Doma Dickson DT Pty Limited ACN 608 533 553** in accordance with section 127 *of the Corporations Act 2001 (Cth)*:

JUKE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson DT Pty Limited ACN 608 533 553**

Signature of sole director and sole company secretary

Executed by Residential (Grantee)

Executed by **Doma Dickson Pty Limited ACN 608 707 231** in accordance with section 127 of the Corporations Act 2001 (Cth):

JUKE DOMAZET.

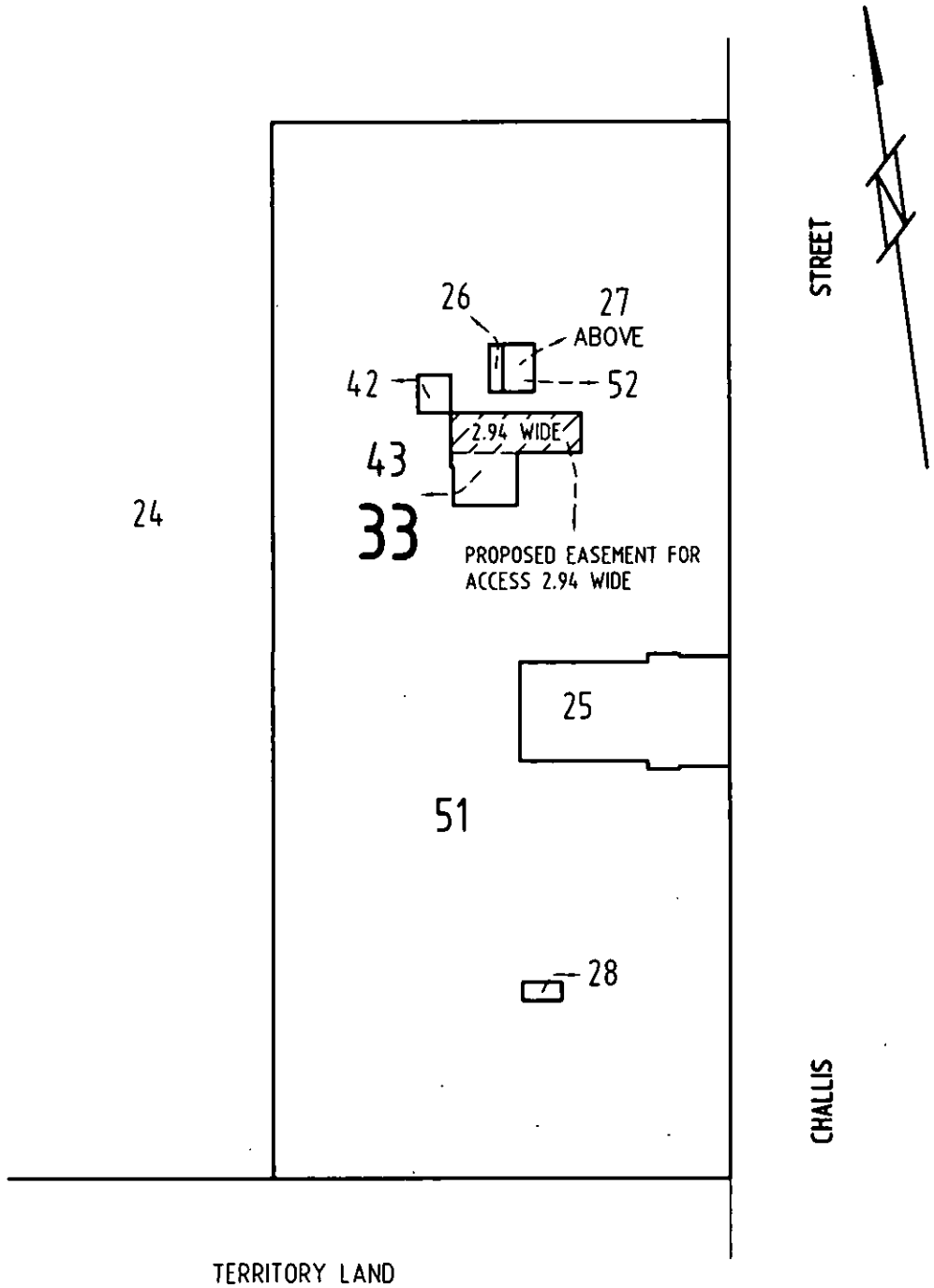
Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson Pty Limited ACN 608 707 231**

Signature of sole director and sole company secretary

PLAN OF

PROPOSED EASEMENT FOR ACCESS

BLOCK 43 SECTION 33
DIVISION OF DICKSON



.....

REGISTERED SURVEYOR

SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 2007

0 5 10 20

Scale 1:500

SEE DP12155 FOR FULL BLOCK DIMENSIONS

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	80199204	02 62794080

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001:622	Dickson	33	34	
3001:622	Dickson	33	35	
3001:622	Dickson	33	36	
3001:622	Dickson	33	37	
3001:622	Dickson	33	38	
3001:622	Dickson	33	39	
3001:622	Dickson	33	40	
3001:622	Dickson	33	41	
3001:622	Dickson	33	42	
3001:622	Dickson	33	43	
3001:622	Dickson	33	44	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE- Transfer and grant of easement

Approved form AF2020-55 approved by Fred Arugay, Deputy Registrar-General on 18/06/2020 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2018-29
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CERTIFICATION **Delete the inapplicable*

Applicant

Mortgagee(s)

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

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

Signed By:

James McCourt
Employee

for: COMMONWEALTH BANK OF AUSTRALIA

on behalf of the Mortgagee

TGE$3019255 14/08/2020 16:35:53 Wood E

ACT Government

Access Canberra.

Chief I

3019255

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TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Clayton Utz	GPO Box 9806, Canberra ACT 2601	(02) 6279 4090

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3001. 622	Dickson	33	34-44	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
3001. 623	Dickson	33	45-59	
3001:26	Dickson	33	21-33	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT, and
Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Support
Easement for Telecommunications Services

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Schedules 1-4.

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

14 August 2020

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** Signature of sole director and sole company secretary Signature or common seal of grantee / dominant tenement	~~Print full name and address of witness~~ *Not applicable* ~~Signature of witness~~
Print full name of grantor / servient tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by	TD	Certificates attached to title	
Registered by	P	Attachments / Annexures	Legard Consent
Registration date	19 AUG 2020	Consent form attached	

CLAYTON UTZ

Deed of Transfer and Grant of Easement - Childcare

Blocks 34-44 Section 33 Dickson

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantor (Childcare)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Commercial)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Childcare

Date 14 August 2020

Parties

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Childcare)**
Grantor

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Commercial)** and **Doma Dickson (Residential) Pty Limited ACN 166 717 335** of PO Box 5419, Kingston ACT **(Residential)**
together the **Grantee**

Background

A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.

B. Childcare will be the crown lessee of the Childcare Premises which is the Servient Tenement under this Deed.

C. Commercial will be the crown lessee of the Commercial Premises.

D. Residential will be the crown lessee of the Residential Premises.

E. The Commercial Premises and the Residential Premises together form the Dominant Tenement under this Deed.

F. Childcare grants to Commercial and Residential the Agreed Easements and rights on the terms contained in this Deed.

G. In consideration for the grant of the Agreed Easements, Commercial and Residential agrees to comply with its obligations contained in this Deed.

H. Given the nature of the Building, the parties agree to establish a set of rules that regulate the management and operation of the Building in accordance with:

(a) Part 11A to the *Land Titles Act 1925* (ACT);

(b) *Unit Titles Act 2001* (ACT); and

(c) *Unit Titles (Management) Act 2011* (ACT).

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Administrative Fund means the fund established to pay for the day-to-day expenses of operating and maintaining the Shared Facilities including insurance costs, administrative costs, maintenance costs, operational costs and other costs which are not Capital Works Fund costs.

Agreed Easements means the Support Easement and the Telecommunications Services Easement.

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Budget means the estimate of Shared Costs determined under Clause 30.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Building Manager means the manager for the Building appointed under Clause 36 (if any).

Building Management Committee means the committee to be formed under Clause 11, which is responsible for managing the Building on behalf of the Members.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

By-Laws means the By-Laws of the Building made by the Building Management Committee in accordance with Clause 15.10.

Capital Works Fund means the fund established to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature relating to the Shared Facilities.

Car Park means the area of land located on the Dominant Tenement and Servient Tenement and used as a car park.

Chairperson means the chairperson of the Building Management Committee, from time to time, appointed pursuant to Clause 17.1.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

(a) child care centre; and

(b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial and Residential's Rights *means the rights of Commercial and Residential and* Commercial Land Users and Residential Land Users under this Deed.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

(a) *tenants*;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means the following uses:

(a) non-retail commercial use (to include business agency, financial establishment, office, and public agency;

(b) restaurant and/or shop (limited to take away food shop) not exceeding a maximum gross floor area of 200 square metres; and

(c) car park,

provided that uses (a) and (b) does not exceed does not exceed a maximum gross floor area of 15,850 square metres.

Common Property has the meaning given in the *Unit Titles Act 2001* (ACT).

Deed means this Deed including all annexures, schedules and attachments.

Defaulting Member means a Member who fails to comply with a notice in Clause 31.10.

Default Notice means the default notice issued in accordance with Clause 31.10(a)(i)

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Commercial Premises and the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Emergency Meeting means an emergency meeting of the Building Management Committee conducted in accordance with this Deed.

Excluded Services means:

(a) all interior fixtures, furniture, finishings, fittings within a Unit including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Unit for the exclusive use of that Unit, *including, but not limited to cable television, telephones, facsimiles, air conditioning* systems and related equipment.

Financial Statements means the statements to be prepared by the Building Management Committee in accordance with Clause 32.

Funds means the fund used to levy, collect, deposit and make payment for the Shared Costs being:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

Garbage Rooms means the garbage rooms located in the Building forming part of the Shared Facilities.

General Meeting means a meeting of the Building Management Committee conducted in accordance with this Deed.

Insurance means all insurances required to be effected under Clause 33 in which more than one Member has an interest and any other insurance determined by Special Resolution.

Interest *means interest calculated on daily balances at the rate equal to 10% per annum.*

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Levies means the funds levied by the Building Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 3.

Levy Notice means the notice issued in accordance with Clause 31.2.

Levy Period means any twelve (12) month period relating to the Budget

Manager means the person or entity from time to time appointed by the Building Management Committee under Clause 19 to manage the Building.

Manager Fee means the fee for the Manager which must not exceed an amount that would be considered reasonable by an independent member of Strata Community Australia experienced in managing a building similar to the Building.

Meeting means a General Meeting and an Emergency Meeting.

Member means:

(a) Childcare;

(b) Commercial; and

(c) Residential.

Member Land Users means:

(a) Childcare Land Users;

(b) Commercial Land Users; and

(c) Residential Land Users.

Officer means the Chairperson, Secretary and the Treasurer, from time to time, of the Building Management Committee.

Owners Corporation has the same meaning given under the *Unit Titles Act 2001* (ACT).

Plan A means the plan depicting the Support Easement attached to this Deed at Schedule 1.

Plan B means the plan depicting the Telecommunications Services Easement attached to this Deed at Schedule 2.

Replacement Representative means a replacement representative for the Representative for Meeting purposes.

Representative means a natural person appointed by a Member.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Residential Owners Corporation means the Owners Corporation of the Residential Units Plan.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential Units Plan means the Units Plan created by registration of the Units Plan in relation to the Residential Premises.

Residential Uses means the following uses:

(a) residential use limited to multi-unit housing and 102 dwellings;

(b) non retail commercial premises (to include business agency, financial establishment, office and public agency);

(c) restaurant; and

(d) shop,

provided that uses (b) and (d) does not exceed does not exceed a maximum gross floor area of 1,100 square metres.

Resolution means a motion of the Building Management Committee in which the number of votes in favour of the motion is greater than the number of votes against the motion.

Rules has the same meaning under the *Unit Titles (Management) Act* 2011.

Schedule means the schedules or a schedule for this Deed.

Secretary means the secretary of the Building Management Committee, from time to time, appointed in accordance with Clause 17.1.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Residential Premises.

Shared Costs means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the Manager; and

(c) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the shared facilities in Clause 26, Schedule 3 and Shared Facilities Plan.

Shared Facilities Consultant means a consultant appointed in accordance with Clause 28.

Shared Facilities Plan means the plan attached as Schedule 4.

Shared Services means any services shared by the Members not specified as Shared Facilities.

Special Resolution means a motion of the Building Management Committee in favour of which more than 75% of the votes of the Members of the Building Management Committee present and entitled to vote are cast.

Support Easement means the non-exclusive right to have the improvements within the boundaries of the Servient Tenement lateral, superjacent, or subjacent, to support, uphold and maintain the improvements and structure within the boundaries of the Dominant Tenement granted for the benefit of Commercial and Residential by Childcare under Clause 9 of this Deed, as marked as:

(a) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60";

(b) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND RL 569.73 AND UNLIMITED IN DEPTH"; and

(c) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73";

on Plan A.

Telecommunications Services means:

(a) telecommunications services and other systems of communication;

(b) computer, television, radio or other transmission services;

(c) monitoring or security systems; and

(d) the cables, wires, pipes, ducts, plant, conduits or any other material, equipment, object or item through which the services listed in subclauses (a) - (c) are supplied.

Telecommunications Services Easement means the easement over the Servient Tenement granted to Commercial and Residential by Childcare under this Deed for the non-exclusive right to provide, install, establish, maintain and repair the Telecommunications Services (including the right to enter, pass and repass from time to time on foot or with vehicles, materials, tools, and equipment (including fire brigade equipment) and remain on for a temporary period, as reasonably necessary), and marked as "PROPOSED EASEMENT FOR TELECOMMUNICATION USE" on Plan B.

Treasurer means the treasurer of the Building Management Committee, from time to time, appointed in accordance with Clause 17.1.

Unanimous Resolution means a motion of the Building Management Committee that is passed at a Meeting where all Members are present and at least one (1) vote is cast in favour of the motion and no votes cast against the motion.

Unit has the meaning given in the *Unit Titles Act 2001* (ACT);

Units Plan has the meaning given in the *Units Titles Act 2001* (ACT).

Unit Subsidiary has the meaning given in the *Unit Titles Act 2001* (ACT);

Utility Services and Infrastructure includes:

(a) gas reticulation or supply; and

(b) the cables, wires, pipes, sewers, drains, ducts, plant, conduits or any other material, equipment, object or item through which the gas reticulation is supplied.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) "includes" in any form is not a word of limitation;

(k) a reference to "$" or "dollar" is to Australian currency; and

(l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. About the Building

2.1 Overview

The development of the Land is a mixed-use development (**Development**) and may be used for a number of uses including the:

(a) Childcare Uses;

(b) Commercial Uses; and

(c) Residential Premises.

2.2 What are the different components of the Building?

Following completion of the Development, the Building will be subdivided to consist of the following distinct components:

(a) the Childcare Premises which, as at the date of this Deed, may be used for the Childcare Uses;

(b) the Commercial Premises which, as at the date of this Deed, may be used for the Commercial Uses; and

(c) the Residential Premises which, as at the date of this Deed, may be used for the Residential Uses.

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

(a) Commercial;

(b) Commercial Land Users;

(c) Childcare;

(d) *Childcare Land Users*;

(e) Residential;

(f) Residential Land Users;

(g) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

3.2 Rules

In addition to this Deed, the owners and occupiers of a Unit within a Units Plan forming part of the Building must comply with Rules of that Owners Corporation.

4. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Agreed Easements, are covenants and agreements between:

(a) Childcare and Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and

(b) Commercial, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

5. Unitisation of Residential Premises

5.1 Application of this clause

(a) Childcare and Commercial acknowledge that the Residential Premises will be subdivided under the *Unit Titles Act 2001* (ACT) following completion of the Development (**Residential Unitisation**) to create the:

(i) Residential Units Plan; and

(ii) Residential Owners Corporation.

(b) Following the Residential Unitisation, references to Residential are to be deemed to include the Residential Owners Corporation.

5.2 Benefit of the Agreed Easements and Building Deed

Each party acknowledges that following the Residential Unitisation, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, within the Residential Units Plan and the applicable Common Property of the Residential Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Residential Units Plan, and the applicable Common Property of the Residential Units Plan, respectively, as applicable.

5.3 Obligations and rights of Residential

Following Residential Unitisation every person who is entitled to an estate or interest in a Unit in the Residential Units Plan:

(a) must comply with the obligations of Residential under this Deed; and

(b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

5.4 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Residential Units Plan may not override the rights and obligations under this Deed; and

(b) *if the Rules of the Residential Units Plan allocate responsibility for complying with* obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

5.5 The Minutes of the Inaugural Meeting

Residential will ensure that upon Residential Unitisation and upon registration of the Residential Units Plan, that the Residential Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Residential Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease of the Residential Premises and/or the Deposited Plan, as applicable and/or *the Agreed Easements under this Deed, in accordance with the provisions of this* Deed; and

(b) that the Residential Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

6. Unit Titles

6.1 Application of this Clause

This Clause 6 applies in relation to the Childcare Premises and/or the Commercial Premises which is at any time subdivided under the *Unit Titles Act 2001* (ACT) and/or upon which a Units Plan is built (**Unitisation**).

6.2 Consent

The Members must:

(a) give their consent to the Unitisation; and

(b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Unitisation.

6.3 Benefit of Easements

Each party acknowledges that following the Unitisation of the Childcare Premises and/or the Commercial Premises, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, in the Units Plan and the applicable Common Property of the Units Plan, and will

subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Units Plan, and the applicable Common Property of the Units Plan, respectively, as applicable.

6.4 Obligations and rights of the Servient Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Servient Tenement:

(a) must comply with the obligations of Childcare under this Deed; and

(b) may exercise the rights of Childcare under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.5 Obligations and rights of the Dominant Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Dominant Tenement:

(a) must comply with the obligations of Commercial and Residential under this Deed; and

(b) may exercise the rights of Commercial and Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.6 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Units Plan may not override the rights and obligations under this Deed; and

(b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

6.7 The Minutes of the Inaugural Meeting

Each party will ensure that upon Unitisation (as applicable) and upon registration of the Units Plan on the Childcare Premises and/or the Commercial Premises (as applicable), that the Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and

(b) that the Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

7. Easements

7.1 Agreed Easements for Dominant Tenement

Subject to Commercial and Residential complying with its obligations under this Deed, Childcare grants to Commercial and Residential and Commercial and Residential Land Users the Agreed Easements.

7.2 Crown lease easements

Childcare and Residential and Commercial acknowledge the existence of the easements contained in the crown leases of the Servient Tenement and the Dominant Tenement and the Deposited Plan.

8. General requirements when exercising rights

8.1 Commercial and Residential's obligations

When exercising rights under the Agreed Easements, Commercial and Residential agrees that:

(a) it will cause as little inconvenience as practicable to Childcare and Childcare Land Users;

(b) *Commercial and Residential and Commercial Land Users and Residential Land* Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (with or without vehicles, as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Commercial, Residential, Commercial Land Users and Residential Land Users continued access to the Servient Tenement; and

(c) the person exercising the right of entry under Clause 8.1(b) must do so in a manner as to cause as little inconvenience as possible to Childcare and Childcare Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and

(d) in exercising the right of entry under Clause 8.1(b), the relevant person must:

(i) except in an Emergency, give reasonable written notice to Childcare before entering the Servient Tenement and any improvements on it to carry out any works;

(ii) when carrying out any works, except where prior arrangements have been made with Childcare or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Childcare or Childcare Land Users and any improvements on it may suffer interruption to the *business or commercial activities conducted on the Servient Tenement* and any improvements on it;

(e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;

(f) it will cause as little interference as is reasonably practicable to Childcare and Childcare Land Users and any improvements on it;

(a) it must not permit or allow any vehicle of any description or any obstruction of any kind to stand and remain in or upon the Servient Tenement; or

(b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Childcare or Childcare Land Users; and

(g) it will cause as little damage as is reasonably practicable to Childcare and any *improvements on it and must promptly make good any damage caused to* Childcare's reasonable satisfaction.

8.2 Commercial Land Users and Residential Land Users

Commercial and Residential must use reasonable endeavours to ensure that Commercial Land Users and Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

9. Support Easement

9.1 Grant

Childcare grants to Commercial and Residential the Support Easement.

9.2 Childcare's covenants

(a) Childcare will at its own cost ensure the improvements within the Servient Tenement remain in good order and repair to the extent necessary to maintain support for the Building, including undertaking any structural repairs to and replacement of those improvements.

(b) Childcare shall cause no damage to the improvements within the Servient Tenement.

(c) Childcare will not:

(i) make any alterations to the improvements within the Servient Tenement which provide support for the Building; or

(ii) excavate any part of the Servient Tenement or adjoining land of Childcare,

without leaving permanent means of support for the Building. Any alterations to the improvements or excavation of the Servient Tenement made without provision for sufficient support for the Building will be deemed wrongful as from the commencement of the excavation.

9.3 Commercial and Residential's covenants

(a) Commercial and Residential and Commercial Land Users and Residential Land Users shall have the right of entry on the Servient Tenement upon reasonable written notice (or without such notice in the event of Emergency) to effect repairs and maintenance where Childcare is in breach of Clause 9.2(a). The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Childcare and Childcare Land Users and must make *good any damage caused in the exercise of such right of entry.*

(b) Commercial and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare's obligations under this Deed without the prior written consent of Childcare.

10. Telecommunications Services Easement

10.1 Grant

Childcare grants to Commercial and Residential the Telecommunications Services Easement.

10.2 Childcare's covenants

Childcare must:

(a) allow the Telecommunications Services remain under or on the Servient Tenement; and

(b) keep the Servient Tenement in good order and repair and suitable for exercising the rights granted under Clause 10.1.

10.3 Commercial and Residential's covenants

(a) Commercial and Residential:

(i) and Commercial Land Users and Residential Land Users may use the Servient Tenement to provide the Telecommunications Services to or through the Servient Tenement;

(ii) are responsible for and must pay all expenses in connection with the Telecommunications Services which exclusively or non-exclusively benefit the Dominant Tenement; and

(iii) acknowledge and agree that the rights granted under Clause 10.1 are in common with the rights of Childcare and Childcare Land Users.

(b) Commercial and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare obligations under Clause 10.2 without the prior written consent of Childcare.

10.4 Rights of Authorities

The parties acknowledge and agree that they must:

(a) permit an Authority, at all reasonable times, to enter onto the Servient Tenement and the Dominant Tenement to inspect and test the Utility Services and *Infrastructure; and*

(b) comply with the lawful directions of an Authority made in connection with the Utility Services and Infrastructure.

10.5 Ownership of items associated with the Utility Services and Infrastructure

The Telecommunications Services that:

(a) exclusively benefit the Dominant Tenement and which are located in the Servient Tenement are (subject to the rights of a relevant Authority to the contrary) the property of Commercial and Residential;

(b) benefits both the Dominant Tenement and the Servient Tenement and which are located on the Servient Tenement are (subject to the rights of a relevant Authority to the contrary) the property of all the parties; and

(c) is located on the Servient Tenement other than that contemplated in Clauses 10.5(a) and (b) is (subject to the rights of a relevant Authority to the contrary) the property of Childcare.

11. Maintenance

(a) Nothing in this Deed limits the obligation of Commercial and Residential to maintain its own Utility Services and Infrastructure that exclusively or non-exclusively benefits the Dominant Tenement.

(b) Childcare must keep the Servient Tenement in good and trafficable order and condition and suitable for exercising Commercial and Residential's Rights.

(c) Commercial and Childcare and Residential agree that ordinarily there should be minimal or no maintenance in respect to the Support Easement, but in the instance of repair of a structural or capital nature, then such costs are to be borne equally.

12. Indemnities and Releases

12.1 Transferee Accepts Risk

Commercial and Residential uses the Agreed Easements and exercises the rights conferred under this Deed at its own risk.

12.2 Indemnity

Commercial and Residential is liable for and indemnifies Childcare and its successors and assigns against any Claim arising from or incurred in connection with:

(c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Commercial and Residential or the exercise of Commercial and Residential's Rights under this Deed;

(d) the failure by Commercial and Residential to observe or perform any of Commercial and Residential's covenants or agreements contained in this Deed; or

(e) any works carried out on or adjacent to the Agreed Easements area:

(i) by or on behalf of Commercial and Residential; or

(ii) for the benefit of the Dominant Tenement.

12.3 Release

Commercial and Residential releases Childcare and its successors and assigns from and agrees that Childcare is not liable for any Claim arising from or incurred in connection with:

(f) any loss of or damage to personal property of Commercial and Residential; or

(g) Childcare doing anything Childcare is permitted or required to do under this Deed.

13. The Building Management Committee

13.1 Establishing the Building Management Committee

The Members must:

(a) establish the Building Management Committee within three (3) months after this Deed is registered against the Servient Tenement; and

(b) continue to have a Building Management Committee at all times.

13.2 Members of the Building Management Committee

The Members of the Building Management Committee are to be one (1) representative of:

(a) Childcare;

(b) Commercial; and

(c) Residential.

14. Appointing a Representative and a Replacement Representative

14.1 Appointment of Representatives

(a) Each Member has the right to appoint a Representative to represent it at Meetings.

(b) Each Member must give to the other Members and the Building Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representative who for the time being will represent it at Meetings or Emergency Meetings.

(c) If a Member appoints a Replacement Representative, the Member must give to the other Members written notice of the Replacement Representative's name, address, telephone and facsimile numbers.

(d) In the event that a Member sells its part of the Building, it must provide notice of the sale to the Building Management Committee including details of the incoming member.

14.2 Appointment of Replacement Representative

Members may at any time appoint a Replacement Representative to represent the Member at Meeting if the Member's Representative cannot attend.

14.3 Representatives Obligations

Each Representative must represent the Member who appointed them at Meeting.

14.4 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Replacement Representative has the same effect as if the Member undertook such activities.

15. Functions and Powers of the Committee

15.1 Functions of the Building Management Committee

In addition to its functions and powers elsewhere in this Deed, the functions and powers of the Building Management Committee are to:

(a) comply with its obligations and perform its functions in accordance with the Act and this Deed;

(b) make decisions about the relevant matters referred to in this Deed;

(c) convene and hold Meetings;

(d) consider any proposal submitted to the Building Management Committee by any Member;

(e) determine Levies for the Administrative Fund and Capital Works Fund to meet the costs of performing the functions and complying with the obligations of the Building Management Committee;

(f) subject to the Law, consider and determine any other matter which the Members determine by Resolution should be considered by the Building Management Committee;

(g) operate, maintain, renew and replace the Shared Facilities;

(h) deal with and make decisions about Shared Facilities;

(i) change or add to the Shared Facilities;

(j) make payments from the Administrative Fund and the Capital Works Fund;

(k) effect Insurance according to the Law and this Deed;

(l) monitor the performance by Members and the Member Land Users of their obligations under the Act and this Deed;

(m) arrange for the maintenance of Shared Facilities and other contracts so the Insurances required under this Deed are not affected;

(n) monitor the performance of the Manager;

(o) monitor the performance of service contractors engaged by the Building Management Committee; and

(p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Building Management Committee under this Deed.

15.2 Power to do work

The Building Management Committee may do anything in the Building which a Member or Member Land User should have done under this Deed but which they have not done, or in the opinion of the Building Management Committee acting reasonably, the Member or Member Land User has not done properly.

15.3 Entry

The Building Management Committee may enter the affected part:

(a) of the Building and stay there for as long as necessary and to do what is required to remedy under Clause 15.2; or

(b) in an Emergency.

15.4 Costs

The Member or Member Land Users who has not completed properly what it must have done under this Deed, is liable to pay the costs of the Building Management Committee for such works, within seven (7) Business Days after such works are completed.

15.5 Liability

The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage materially and substantially caused by the Building

Management Committee's negligence or the Building Management Committee's agents or representatives negligence).

15.6 Appointment as Attorney

Each Member appointments the Building Management Committee as its agent and attorney to enable the Building Management Committee or a person appointed by the Building *Management Committee to take any action authorised by a Resolution made by the Building* Management Committee according to this Deed.

15.7 Proceedings by Member

Nothing in this Deed prevents a Member from taking legal proceedings in its own name.

15.8 Decisions of Building Management Committee

The Building Management Committee may make decisions only according to this Deed:

(a) at a properly convened Meeting; and

(b) by Resolution, Special Resolution or Unanimous Resolution.

15.9 Power to enter into External Contracts

The Building Management Committee has the power to enter into contracts or arrangements or to appoint third parties to assist the Building Management Committee to perform its functions and to comply with its obligations under this Deed.

15.10 Making By-Laws

The Building Management Committee may make By-Laws to assist in the proper management, operation, maintenance and control of the Building. However

(a) when the Building Management Committee makes a By-Law it must take into account the mixed use nature of Building and the various components in the Building; and

(b) the By-Laws must not be inconsistent with this Deed. If there is an inconsistency between this Deed and the By-Laws, this Deed prevails.

16. Rights and Obligations of Members

16.1 General Obligations of Members

The Members must;

(a) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this Deed;

(b) ensure the Insurance is effected and maintained in accordance with Clause 33, the Act and this Deed;

(c) pay any cost incurred as a Shared Cost in the relevant proportions specified in this Deed or as determined in accordance with this Deed;

(d) comply with the decisions of the Building Management Committee;

(e) implement decisions of the Building Management Committee;

(f) comply with the By-Laws;

(g) comply with the Act and this Deed; and

(h) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Deed.

16.2 Voting Rights

Members have the right to vote at Meetings according to Clause 23.

16.3 Nature of Members Obligations

(a) The obligations of the Members under this Deed are several and not joint and no Member incurs a liability to another party by reason of default of the other Member.

(b) Each Member:

(i) must promptly comply with its obligations contained or implied in this Deed; and

(ii) is responsible for its own acts and those of its Member Land Users in occupying or using parts of another Members property and releases that other Member and its Member Land Users from any costs, claims or liability unless the other Member or its Member Land Users have been negligent.

16.4 Maintenance Obligations

Subject to the Deed, except for the Shared Facilities and the Agreed Easements, each Member and Member Land Users must:

(a) maintain and keep in good repair that part of the Building owned or occupied by the Member or its Member Land Users; and

(b) maintain and keep in good repair the external appearance of the Building owned or occupied by the Member or its Member Land Users.

16.5 Members Responsibility

The Members:

(a) are liable for damages for the loss caused to another Member or its Member Land Users properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Members property; and

(b) releases the other Member or its Member Land Users from any costs, claims or liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

17. Offices of the Committee

17.1 Office Bearers

The Building Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

17.2 Who may be Officers?

An Officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Manager.

17.3 Officers and Compliance

An Officer must perform their functions according to this Deed, the Act and the directions of the Building Management Committee.

17.4 Appointment of Officers

The Building Management Committee:

(a) must appoint its Officers within three (3) months of establishment of the Building Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

18. Functions of Officers

18.1 The Secretary

In addition to the functions elsewhere in this Deed, the functions of the Secretary are to:

(a) convene Meetings;

(b) prepare notices and agendas for Meetings;

(c) prepare and distribute minutes of Meetings;

(d) serve notices for the Building Management Committee;

(e) answer communications sent to the Building Management Committee;

(f) perform administrative and secretarial functions for the Building Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Building Management Committee according to this Deed and the Act;

(h) forward copies of the records prepared under Clause 18.1(g) to the Manager, within a reasonable time after they are prepared (if the Secretary and the Manager are not the same person or entity); and

(i) make the records of the Building Management Committee available for inspection according to Clause 37.

18.2 The Treasurer

In addition to the functions elsewhere in this Deed, the functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Administrative Fund and the Capital Works Fund;

(b) prepare (or arrange the preparation of) Financial Statements for the Building Management Committee;

(c) prepare (or arrange the preparation of) audit reports for the Funds;

(d) send Levy Notices to Members for the amount payable by each Member to the Administrative Fund and the Capital Works Fund for a Levy Period;

(e) receive, acknowledge, bank and account for Levies and other monies paid to the Building Management Committee;

(f) keep accounting records for the Building Management Committee;

(g) pay accounts of the Building Management Committee; and

(h) provide a copy of the accounting reports prepared under Clause 18.2(f) to the Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Manager are not the same person or entity).

18.3 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting, at which the Chairperson is present. If the Chairperson does not attend a Meeting and Emergency Meeting, then the Building Management Committee may appoint another Representative, Replacement Representative or the Manager to preside over that particular Meeting and Emergency Meeting as Chairperson.

19. Submissions to the Building Management Committee

19.1 Proposals

A Member or the Manager may submit to the Building Management Committee a proposal for one or more of the following:

(a) provision or variation of any Service which traverses through more than one Member's property to or within the Building;

(b) amendment of this Deed;

(c) repair, renewal, replacement or acquisition of any Shared Facility;

(d) entry into, variation of or termination of a maintenance agreement or Insurance policy for the Building;

(e) alteration of the apportionment of Shared Costs for Members; and

(f) consideration of any other matter to which this Deed applies.

19.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Clause 19.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative.

20. Meetings of the Building Management Committee

20.1 Types of Meetings

The two types of meetings of the Building Management Committee are General Meetings and Emergency Meetings.

20.2 Convening Meetings

The Building Management Committee must convene a Meeting:

(a) within three (3) months after the establishment of the Building Management Committee;

(b) at least every six (6) months;

(c) if the Building Management Committee decides to hold a Meeting; or

(d) if requested by notice in writing by a Member, not being a Defaulting Member, setting out the issue or proposal required to be addressed in the Meeting.

20.3 Emergency Meetings

If the Building Management Committee receives a notice under Clause 20.2(d) and there is an Emergency the Building Management Committee must hold the Meeting within five (5) Business Days or sooner from the day the Building Management Committee receives the notice from the Member.

20.4 Electronic Meetings

Meetings may be held using electronic means.

21. Notices and Agenda

21.1 Period of Notice

The Building Management Committee must give each Member at least seven (7) days' notice of a Meeting. In the case of an Emergency shorter notice may be given.

21.2 Information to be included in the notice

Notice must be given to each Member in writing and include:

(a) the time, date and venue of the Meeting; and

(b) an agenda for the Meeting.

21.3 Agenda for a Meeting

The agenda for a Meeting must:

(a) include the terms of motions for Resolutions and whether the motion is required to be passed by Special Resolution or Unanimous Resolution. The Members acknowledge that matters which are not on the agenda cannot be voted upon by the Meeting;

(b) include motions that Members have requested in writing be included on the agenda; and

(c) include a motion to adopt the minutes of the last Meeting.

22. Conduct of Meetings

22.1 Powers of the Building Management Committee

Subject to this Deed and the Act, the Building Management Committee may meet to conduct its business, adjourn and otherwise regulate Meetings as it thinks fit.

22.2 Quorum

Each Member must attend to constitute a quorum for any Meeting of the Building Management Committee.

22.3 Failure to obtain a quorum

If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned for at least two (2) Business Days at a time and place to be determined (**Adjourned Meeting**).

22.4 Reduced Quorum

At least two (2) Members must attend to constitute a quorum for an Adjourned Meeting or an Emergency Meeting of the Building Management Committee.

22.5 Decisions in Writing

The Building Management Committee may make decisions in writing without holding a Meeting if:

(a) the Building Management Committee serves on the Members according to this Deed notice of the Meeting and the motions to be considered by the Building Management Committee; and

(b) the required Members have approved each motion within the notice in Clause 22.5(a) in writing.

22.6 Attendance at a Meeting

An owner of a Unit within a Units Plan of the Building may attend a Meeting but can only address the Meeting by a Unanimous Resolution of the Building Management Committee.

22.7 Building Management Committee Meeting Minutes

The Building Management Committee must prepare, keep and maintain:

(a) notices and agendas for Meetings; and

(b) *minutes of all Meetings and distribute those minutes to each Member within* fourteen (14) days after the relevant Meeting.

23. Voting

23.1 Voting

At all Meetings of the Building Management Committee a Member is entitled through its Representative or Representatives to exercise the following votes:

(a) Childcare 1 votes;

(b) Commercial - 6 votes; and

(c) Residential -3 votes.

23.2 Chairperson

The Chairperson does not have a casting vote at Meetings or Emergency Meetings of the Building Management Committee.

23.3 Instructions by a Member

A Representative or Replacement Representative (or proxy) for a Member entitled to vote must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

24. Building Management Committee Decisions

24.1 Decisions

The Building Management Committee may make decisions by a Resolution, Special Resolution or Unanimous Resolution according to this Deed.

24.2 Special Resolution Required

In addition to the matters set out elsewhere within this Deed, matters which the Building Management Committee must decide by Special Resolution are:

(a) amending this Deed;

(b) changing, adding to or extending the Shared Facilities;

(c) changing, adding or varying the Shared Costs; and

(d) *the repayment in part or whole of the Fund to Members.*

25. Consents by the Building Management Committee

25.1 Consents

(a) The Building Management Committee may give consents under this Deed at a Meeting.

(b) The Building Management Committee may:

(i) revoke its consent at any time; or.

(ii) give consent with or without conditions.

25.2 No requirement for Consents

Provided consent from the relevant Owners Corporation has been obtained, an owner or occupier of a Unit may carry on any use or carry out any refurbishment works, fitout and modification to the interior or shopfront of a Unit or to the Excluded Services without the need for consent from the Building Management Committee provided the refurbishment works, fitout and modifications comply with the Law and consent required by Law or are not works of a structural nature.

25.3 Compliance

Compliance with Clause 25.2 does not relieve any person from an obligation to obtain compliance with or consent under the Rules of the relevant Owners Corporation.

26. Shared Facilities

26.1 The Shared Facilities

The Shared Facilities include:

(a) facilities and services in the Building that are:

(i) used by two (2) or more Members; or

(ii) located on the land of a Member but used by other Members,

(b) the Shared Facilities (with a description of each) in Schedule 3, and as shown on the Shared Facilities Plan;

(c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of the Building;

(d) any rooms or areas in which Shared Facilities are located;

(e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(h) the inspection of Shared Facilities (if applicable) by any Authority; and

(i) the certification of Shared Facilities for the purpose of the Law.

26.2 Management of Shared Facilities

Subject to this Deed, the Building Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Building Management Committee may appoint and contract with parties to assist in the performance of its functions for Shared Facilities.

26.3 Right to Use Shared Facilities

The Shared Facilities are available for use and enjoyment by each Member and the Member Land Users according to this Deed.

26.4 Amending the Shared Facilities

The Building Management Committee may, by Special Resolution:

(a) add Shared Facilities if it identifies new Shared Facilities;

(b) change existing Shared Facilities;

(c) change the use of existing Shared Facilities;

(d) extend Shared Facilities;

(e) modify or replace existing Shared Facilities; or

(f) determine a charge for a Shared Facility where Schedule 3 does not make provision for a charge.

26.5 Members Obligations

The Members must amend Schedule 3 and/or Schedule 4 to reflect anything the Building Management Committee resolves to do under this Clause 26.4.

27. Damage to Shared Facilities

The Members and Member Land Users must:

(a) use Shared Facilities only for their intended purpose;

(b) immediately notify the Building Management Committee if they know about damage to or a defect for any Shared Facility; and

(c) compensate the Building Management Committee for any damage caused to any Shared Facility caused by them or their Members Land Users.

28. Shared Costs

28.1 Apportioning Shared Facilities Costs

Schedule 3 sets out the proportion that each Member must contribute towards the Shared Costs for the Shared Facilities.

28.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for additional Shared Facilities and Shared Services which may be determined by mutual agreement between the Members. Where an agreement cannot be reached to determine the additional Shared Facilities and/or Shared Services the matter must be referred to a Shared Facilities Consultant for determination.

28.3 *Inclusions in Shared Costs*

Subject to Clause 28.2 and the description of each Shared Facility in Schedule 3, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by an Authority; and

(e) the certification of Shared Facilities for the purposes of the Law.

28.4 Amendment of Shared Costs

The Building Management Committee, by Special Resolution, may change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(a) the Shared Costs for Shared Facilities will be more fairly divided; and

(b) the fairness of the division of Shared Costs is supported by at least two expert consultants' reports (unless all Members agree to waive this requirement).

28.5 Review of Shared Costs

(a) The Building Management Committee must review the Shared Costs in Schedule 3 in the manner required by this clause.

(b) The Building Management Committee must review the Shared Costs as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.

(c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a person to conduct a review of the Shared Costs as a result of the change;

(ii) the Building Management Committee must instruct the appointed party:

A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to complete the review and make the determination within 28 days of the appointment.

(d) A 5-year review must take place as follows:

(i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review and the relevant 5 year review;

(ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

(iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Costs as a result of that change (it may be the same consultant appointed pursuant to Clause 28.5(d)(ii));

(iv) the Building Management Committee must instruct the consultant:

A. to make a determination based on the assumption that, other than the identified change, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to make the determination within 28 Business Days of the appointment; and

C. if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5-year review.

(e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.

(f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

(g) The Shared Facilities Consultant must be a party who has experience in identifying Shared Facilities and their cost allocation.

29. Funds to be established

29.1 The Fund

In order to pay the Shared Costs, the Building Management Committee must established within three (3) months after this Deed is registered, the:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

29.2 Administrative Fund

The Building Management Committee must use the Administrative Fund to pay the Shared Costs in relation to the operation and maintenance of the Shared Facilities which are not Capital Works Fund costs.

29.3 Capital Works Fund

The Building Management Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature.

30. Preparation of Budgets

30.1 Preparation of Budgets

The Building Management Committee must prepare a Budget for each Levy Period showing how much money or monies will be required for;

(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

30.2 Timeframe for First Budget

The Building Management Committee must prepare the first Budget within three (3) months after this Deed is registered.

30.3 Preparing Budgets

Subject to this Deed, the Building Management Committee must prepare a Budget for each Levy Period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Building Management Committee will receive in that period.

30.4 Budget Details

A Budget must contain itemised details of:

(a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

30.5 Budget Requirements

The Building Management Committee must budget enough money to comply with its obligations under this Deed and the Law.

31. Levies

31.1 Levies

(a) The Building Management Committee must Levy Members, and Members must pay, for the Shared Facilities according to Schedule 3.

(b) If Schedule 3 does not make a provision for a charge for the Shared Facility, then the Building Management Committee may determine the charge by Special Resolution.

(c) The Building Management Committee must:

(i) issue a Levy Notice to each Member to cover the Budget prepared by the Building Management Committee under Clause 30; and

(ii) the amount of the Levy Notice must be consistent with the Budget;

(iii) the first payment under the Levy Notice must be due and payable within three (3) months after this Deed is registered; and

(iv) Levies are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Building Management Committee).

31.2 Levy Notice

(a) A Levy Notice must:

(i) be in writing;

(ii) give each Member at least thirty (30) days' notice before payment under the Levy Notice is due;

(iii) detail:

A. the total contribution amount of the Levy;

B. the portion of the contribution the Member must pay; and

C. the date the payment is due.

(b) If the Building Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

31.3 Banking money and interest on accounts

The Building Management Committee must deposit all contributions and other money paid to the Building Management Committee by Members or otherwise into the bank or building society accounts for the Fund.

31.4 Drawing from accounts

The Building Management Committee may withdraw money from the Fund only to meet its obligations under or arising from this Deed.

31.5 Late payments

Without affecting the rights of the Building Management Committee in relation to any late payment, a Member must on demand pay Interest on any unpaid Levies or other sum payable under this Deed that is not paid on the date on which it is due, calculated from the date that is fourteen days from but excluding the date when the Levies or other sum was due to and including the date on which it is paid.

31.6 Debt

(a) The Building Management Committee may recover unpaid contributions and other money owed to it under this Deed as a debt.

(b) Each Member agrees the Building Management Committee (or a person appointed by the Building Management Committee) may act as agent for all the Members and take legal proceedings about:

(i) the failure of a Member to pay Administrative Fund contributions or Capital Works Fund contributions; and

(ii) the failure of a Member or its Member Land User to comply with their obligations under this Deed.

31.7 Legal Fees

The Building Management Committee may recover any costs incurred including legal fees for unpaid contributions and other money owed to it under this Deed.

31.8 Dealing with Surplus Funds

(a) If there is surplus money in the Fund at the end of a budget cycle under this Clause 31.6(b), the Building Management Committee may distribute it between the *Members in shares decided by the Building Management Committee.*

(b) When deciding the shares for the distribution of surplus money according to this Clause 31.6(b), the Building Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds.

(c) The Building Management Committee may decide to distribute surplus Funds under this Clause 31.6(b) only by Special Resolution.

31.9 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

31.10 Defaulting Member

(a) If a Member fails to comply with a valid Levy Notice that Member is not a Defaulting Member until:

(i) the Building Management Committee (or the Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within seven (7) days of service of that notice ('Default Notice'); and

(ii) the Member has failed to pay the money necessary to remedy the default within the time set out in the Default Notice.

(b) The Building Management Committee (or the Manager) is not entitled to serve on a Member a notice under Clause 31.10(a)(i) if:

(i) the Member has served a notice seeking reasonable clarification of an amount in accordance with Clause 31.12 and is complying with the requirements of that Clause 31.12; or

(ii) the Building Management Committee has failed to comply with its obligations in this Clause 27.

31.11 Obligations of Members on Default by a Member

If a Member to whom a Levy Notice has been given is a Defaulting Member, the following apply:

(a) on giving the Default Notice in Clause 31.10(a)(i), the money payable by the *Defaulting Member may be recovered by the Building Management Committee from* the Defaulting Member as a debt due and owing together with Interest computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(b) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Building Management Committee is entitled to exercise a vote at any Building Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in Clause 22.2 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Building Management Committee under Clause 20.2(d) or submit a proposal to the Building Management Committee under Clause 19.

31.12 Clarification

If a Member requires clarification of an amount it is requested to pay under this Deed or a Levy Notice it may within seven (7) days of receipt of the Levy Notice notify the Building Management Committee (or the Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

31.13 Insufficient funds

The Building Management Committee must levy Members for additional contributions to the Fund if it cannot pay its debts for a Levy Period contribution period.

31.14 Additional Funds Meeting

The Building Management Committee must convene a Meeting to determine additional contributions and include in the notice of the Meeting a revised Budget for the remainder of the Levy Period which shows:

(a) how much money the Building Management Committee will need for the remainder of the Levy Period for the Fund for which the additional contribution will be levied; and

(b) income which the Building Management Committee knows it will receive for that Fund during the remainder of the Levy Period.

32. Financial Statements

32.1 Preparing Financial Statements

Within two (2) months after the end of each Levy Period, the Building Management Committee must:

(a) have its accounts audited by a qualified auditor; and

(b) prepare Financial Statements for each of its accounts.

32.2 Financial Statements

The Building Management Committee must prepare Financial Statements for the Funds:

(a) from the date of the last Financial Statement to within two (2) months after the start of the next Levy Period; and

(b) where possible, in time for Members which are a corporation to include in their budget that Member's portion of Shared Costs under this Deed.

32.3 Details of Financial Statement

Each Financial Statement must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) the balance of the Fund;

(d) contribution arrears for each Member; and

(e) other relevant information.

33. Insurance

33.1 Required Insurances

The Building Management Committee must effect and maintain Insurance with a reputable insurer for:

(a) the full insurable value of the structure of the Building in accordance with the Act, the *Unit Titles Act 2001* (ACT) and the *Unit Titles (Management) Act 2011* (ACT);

(b) public liability insurance over the Servient Tenement and the Dominant Tenement for liability not less than $20,000,000.00 for any one claim or such higher amount as the Building Management Committee may resolve from time to time;

(c) machinery breakdown insurance (if applicable) for the Shared Facilities which is not covered under warranty; and

(d) workers compensation insurance if required by Law.

33.2 Policies

All policies under this Clause 33 are to be taken out in the names of the Members, and, if applicable, note the interest any mortgagees holding under a registered mortgage, for their respective rights and interests.

33.3 Insurance Records

Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Manager). A copy of all Insurance policies must be supplied to each Member upon request.

33.4 Office Bearers Liability Cover

The Building Management Committee must effect as a Shared Cost office bearers' liability cover for all Representatives and Replacement Representatives of the Building Management Committee.

33.5 Valuation

(a) The Building Management Committee must have the Building valued for insurance purposes at least every five (5) years from the date this Deed is registered, or as prescribed from time to time by the Law. The valuation must be done by a qualified valuer or quantity surveyor who has:

(i) a minimum of five (5) years' experience; and

(ii) is experienced in valuing for insurance purposes mixed use developments similar to the Building.

(b) The Building Management Committee must have the first valuation carried out within six (6) months after this Deed is registered.

33.6 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 3.

33.7 Total or Partial Destruction of the Building

If the Building or any part of the Building is totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable, the following alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own monies, in the relevant proportions, reinstate the Building or that part of the Building substantially in accordance with the original design for the Building or that part of the Building; or

(b) if the Members by Special Resolution agree the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent this

may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 3, prepare the Land for the new building and then construct the new building in accordance with the agreed plans and specifications; or

(c) if the Members by Special Resolution agree that:

(i) the Building is not to be reinstated; and

(ii) the Building or that part of the Building is not to be rebuilt to a different design, the Members will promptly demolish the Building or that part of the Building and clear the land or that part of the land of all improvements, structures, rubbish and debris, following the demolition clearance being carried out to the satisfaction of the Members, then no Member will have a claim against another Member.

(d) If the Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

33.8 Insurance not to be avoided.

A Member must not at any time do, permit, or omit or suffer to be done, committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

33.9 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Members property in the Building, those parties will:

(a) do so at their own risk; and

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Members property or the Building;

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

34. Agreed Easements Insurance

(a) Childcare must effect, maintain and pay for all Insurances for areas contained in the Childcare Premises and the Agreed Easements (including the basements) and in doing so, and without limitation, Childcare must:

(i) ensure that the Insurances note the registered proprietor of the Dominant Tenement from time to time as an interested party;

(ii) review the Insurances and valuation of in respect to the building on the Servient Tenement (including the basements) at least once every 12 months; and

(iii) allow for insurance premium cost increases which may occur during the period of the Insurances and inform Childcare and Residential of such premium cost increases as soon as reasonably practicable; and

(iv) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Servient Tenement or the Dominant Tenement or the Agreed Easements; and

(v) not at any time do anything that might:

A. void or prejudice any Insurances; or

B. increase any Insurances premiums,

except with the consent of Commercial and Residential.

(b) Childcare must provide to Commercial and Residential:

(i) if requested, a copy of the valuation and any other information to confirm the Insurances; and

(ii) on an annual basis, a copy of the certificate of currency for the Insurances.

(c) Commercial and Residential, in its absolute discretion, may require that all Insurances arising out of the Agreed Easements and the interconnectedness of the Building on the Servient Tenement (including the basements) be effected and maintained either:

(i) in joint names of both Childcare and Residential and Commercial (from time to time); or

(ii) in the name of Commercial and Residential (from time to time).

35. Appointment of the Manager

35.1 Appointment of the Manager

The Building Management Committee may appoint a Manager to assist in the performance of the Building Management Committee's functions relating to the Building. The appointment and termination of the Manager under this Clause 19 may be made by a Resolution.

35.2 Delegation of Functions

Subject to Clause 35.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Manager.

35.3 Restricted Functions

The Building Management Committee may not delegate the following functions to the Manager:

(a) functions which the Building Management Committee may exercise only by Special Resolution;

(b) functions which the Building Management Committee decides by Special Resolution may be performed only by the Building Management Committee; and

(c) the function to determine and levy the Administrative Fund and the Capital Works Fund contributions on Members.

35.4 Manager Fee

The Manager Fee for the Manager for the term of its appointment may be the amount reasonably determined by the Building Management Committee.

35.5 Manager and Building Management Committee Contract

The Building Management Committee and the Manager must enter into an agreement which must:

(a) be in writing and signed by each Member and the Manager;

(b) provide that the Manager must carry out its duties with due care, skill and diligence;

(c) reserve the power for the Building Management Committee and the Officers to *continue to exercise the functions which the Building Management Committee* delegates to the Manager; and

(d) have provisions regulating the rights of the Building Management Committee and the Manager to terminate the agreement if the Manager or the Building Management Committee does not perform its obligations under the agreement.

35.6 Manager Obligations

Subject to this clause, the Manager may undertake the following duties, without limitation:

(a) *performing the functions of the Secretary*;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Building.

35.7 Manager's Licence

The Manager must have and keep current at all times the licence or permit or certificate required by Law to be a strata managing agent.

36. Appointment of the Building Manager

36.1 Appointment of the Building Manager

The Building Management Committee may, by Resolution, on its own behalf and on behalf of a Member, contract with a Building Manager to provide management, operational, maintenance and other services and amenities to the Building.

37. Inspecting the Records of the Committee

37.1 Who is entitled to inspect the Records?

Members or an owner of a Unit following Unitisation or Residential Unitisation (or a person authorised in writing by them) (**Applicant**) may inspect the records of the Building Management Committee.

37.2 Procedure for Inspection

The Applicant must:

(a) apply in writing to the Secretary to inspect the records of the Building Management Committee; and

(b) pay the Building Management Committee an inspection fee for an amount determined by the Building Management Committee from time to time.

37.3 Time for the inspection

The Building Management Committee must allow an Applicant to inspect the Building Management Committee's records within seven (7) Business Days after the request has been made in writing and payment of the inspection fee under Clause 37.2(b).

37.4 Taking copies of records

The Applicant may take extracts from or copy the records (at their cost) but the applicant must not remove any record.

38. Owners Corporation Rules

38.1 Rights to Change

Subject to Clause 38.2, an Owners Corporation any Units Plan within the Building may independently change, alter, cancel or amend the Rules for its Units Plan, provided such change or alteration does not conflict with this Deed. If there is an inconsistency between the Rules and this Deed, the Owners Corporation for the Units Plan must amend the inconsistent Rules to make it consistent with this Deed.

38.2 *No adverse affectation*

An Owners Corporation any Units Plan within the Building may not change, alter, cancel or amend any Rules if the change, alteration, cancellation or amendment would have the effect of enabling the aesthetics or quality of the Building as a whole to be adversely affected.

39. Approved Contractors

(a) Only contractors approved by the Building Management Committee may do structural works to the Building and maintain, repair or replace the Shared Facilities.

(b) The Building Management Committee must appoint and make sure that contractors approved by it are at reasonable times available to maintain the Shared Facilities and do any structural works to the Building.

(c) The Building Management Committee may make a decision to approve a contractor in its absolute discretion.

40. Garbage Rooms

40.1 Shared Facility

The Garbage Rooms are Shared Facilities.

40.2 Storage

Garbage may be stored by Childcare, Childcare Land Users, Residential and Residential Land Users in the Garbage Rooms. The Building Management Committee must procure the Building Manager to remove all rubbish from the Garbage Rooms on a regular basis.

40.3 Rubbish Removal System

Childcare, Childcare Land Users, Residential and Residential Land Users must at all times comply with any rubbish removal system devised by the Building Management Committee or the Building Manager, acting on behalf of the Building Management Committee for the removal of rubbish from the Building including:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick up areas (if any);

(d) storage of rubbish;

(e) containment of rubbish;

(f) regularity of rubbish removal;

(g) segregation of rubbish; and

(h) special rubbish requirements.

40.4 Copy to be provided

The Building Management Committee will advise Childcare and Residential of its rubbish removal system.

40.5 Obligations

Childcare, Childcare Land Users, Residential and Residential Land Users must:

(a) drain and securely wrap all garbage and dispose of garbage in the garbage bins provided in the Garbage Rooms during the permitted times as set by the Building Management Committee from time to time;

(b) dispose of recyclable material in the area or recyclable bins of the Garbage Rooms designated for such purpose;

(c) drain and clean bottles and make sure that they are not broken before placing them in the area designated in the Garbage Rooms for bottle disposal;

(d) contact the Building Management Committee (or its nominee) to remove (at its cost) large articles of garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority; and

(e) deposit garbage, recyclable materials and other waste with the reasonable requirements of the Building Management Committee.

40.6 Make good

Childcare, Childcare Land Users, Residential and Residential Land Users must ensure when in the process of disposing garbage and recyclable material from the Units to the Garbage Rooms that:

(a) the garbage and recyclable material being transferred from the Childcare Premises or the Residential Premises is securely wrapped and drained and does not leak or spill over any part of the Building or the Garbage Rooms;

(b) at its cost clean up or remove anything which Childcare, Childcare Land Users, Residential or Residential Land Users may have spilled or leaked on any part of the Building or the Garbage Rooms as a consequence of transferring garbage, recyclable materials or waste from the Childcare Premises or the Residential Premises to the Garbage Rooms or otherwise.

40.7 Contravention of Laws

This Clause 40 does not allow Childcare, Childcare Land Users, Residential or Residential Land Users to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Law applying to the disposal of such waste.

40.8 Private arrangements

Childcare, Childcare Land Users, Residential or Residential Land Users must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by an Authority or by private services organised by the Building Management Committee.

41. Fire

The parties agree that:

(a) Commercial is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Commercial Premises; and

(b) Childcare is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Childcare Premises; and

(c) Residential is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Residential Premises;

(d) The Building Management Committee must enter into a maintenance contract in relation to the fire safety or control systems for the buildings on the Dominant Tenement and the Servient Tenement (**Fire Maintenance Contracts**) the costs of *which are to be included in the Shared Costs.*

42. Car Park

(a) The parties acknowledge that Commercial may enter into a management agreement for part of the Car Park with a third party (**Car Park Management Agreement**) to control and limit vehicular and pedestrian access through the Car Park.

(b) On or before the date of the Deed, Commercial must ensure that Childcare and Residential are provided with access cards to the Car Park (**Access Cards**) on the basis that a maximum of one Access Card per car parking space within the Car Park shall be provided.

(c) *Subject to Clause 42(b), Childcare and Residential must provide Commercial with* any replacement Access Cards that Commercial may require from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in providing the additional Access Cards on demand.

(d) Childcare and Residential agrees to reprogram Access Cards as required by *Commercial from time to time provided that, in each case, Commercial must pay to* Childcare and Residential the reasonable costs incurred by Childcare and Residential in reprogramming an Access Card.

(e) Childcare and Residential acknowledge that:

(i) Childcare and Childcare Land Users are prohibited from parking vehicles anywhere other than on the Childcare Premises; and

(ii) Residential and Residential Land Users are prohibited from parking vehicles anywhere other than on the Residential Premises.

(f) Childcare and Residential acknowledge that failure to comply with subclause 42(e) may result in additional fees and charges being payable by Commercial to Childcare and Residential and, in the absolute discretion of Childcare and Residential, the imposition of fines and removal of offending vehicles.

43. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

44. GST

44.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

44.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

44.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

44.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

45. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

46. Governing law

(a) This Deed is governed by the laws of the Australian Capital Territory.

(b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

47. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

48. Dispute resolution procedure

48.1 Commercial and Childcare and Residential to Attempt to Resolve

Commercial and Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Commercial Land Users and the Childcare Land Users and Residential Land Users as set out under this Clause 48, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Agreed Easements.

48.2 Objective

(a) Commercial and Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.

(b) Subject to Clause 48.11 and 48.12, Commercial and Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 48 has been exhausted.

48.3 Notification

(a) Commercial and Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.

(b) A notice advising of a dispute served under the preceding clause must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which Commercial and/or Childcare and Residential relies;

(iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Commercial or Childcare and Residential giving the notice;

(v) contain any particulars of the amount in dispute (if any); and

(vi) state the resolution Commercial or Childcare and Residential seeks to the dispute.

48.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 48.3, then Commercial or Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

48.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 48.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

48.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 48.4, then the party who nominated the mediators in compliance with Clause 48.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

48.7 Appointment

(a) The mediation must take place within 20 Business Days of the appointment of a mediator; and

(b) Commercial and Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.

48.8 Mediation

Commercial and Childcare and Residential agrees that:

(a) both parties must endeavour in good faith to resolve the dispute at the mediation;

(b) the mediation is confidential;

(c) all communications related to the mediation will be without prejudice;

(d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and

(e) each party must bear its own costs of and incidental to the mediation.

48.9 Payment of fees and expenses

(a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and

(b) Subject to Clause 48.8(e) and/or Clause 48.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

48.10 Failure to enter into mediation

In the event that either Commercial or Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

48.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

48.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 48, both Commercial and Childcare and Residential may at any time institute court proceedings:

(a) to seek an urgent interim determination or remedy, including injunctive relief;

(b) in the event that any other party has failed to carry out its obligations under this Clause 48; or

(c) if it has obtained the written consent of the other parties to do so; or

(d) if the dispute has failed to resolve at the mediation.

48.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 48 while attempts are made to resolve the dispute.

49. Notices

49.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

(a) must be in writing;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Commercial

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Residential

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Building Management Committee

Name:	[INSERT]
Address:	[INSERT]
For the attention of:	[INSERT]

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 49.1(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the *fifth day after the date of posting by airmail*; *and*

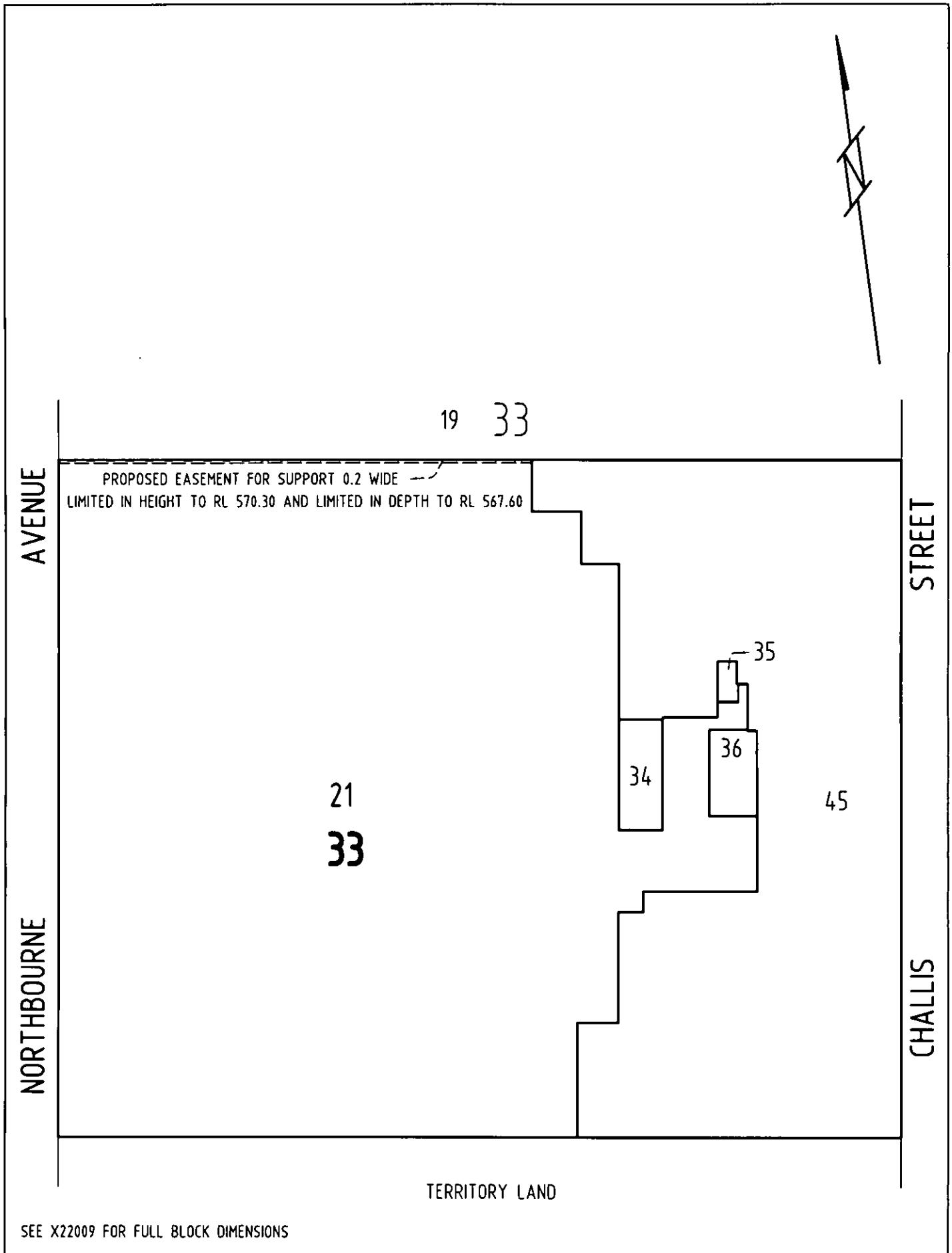
(iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

49.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Support Easement)



SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600 Scale 0 5 10 20 METRES

Surveyed	W. CAMPBELL	
Drawn	R. FITZSIMMONS	14/05/2020
Checked		
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

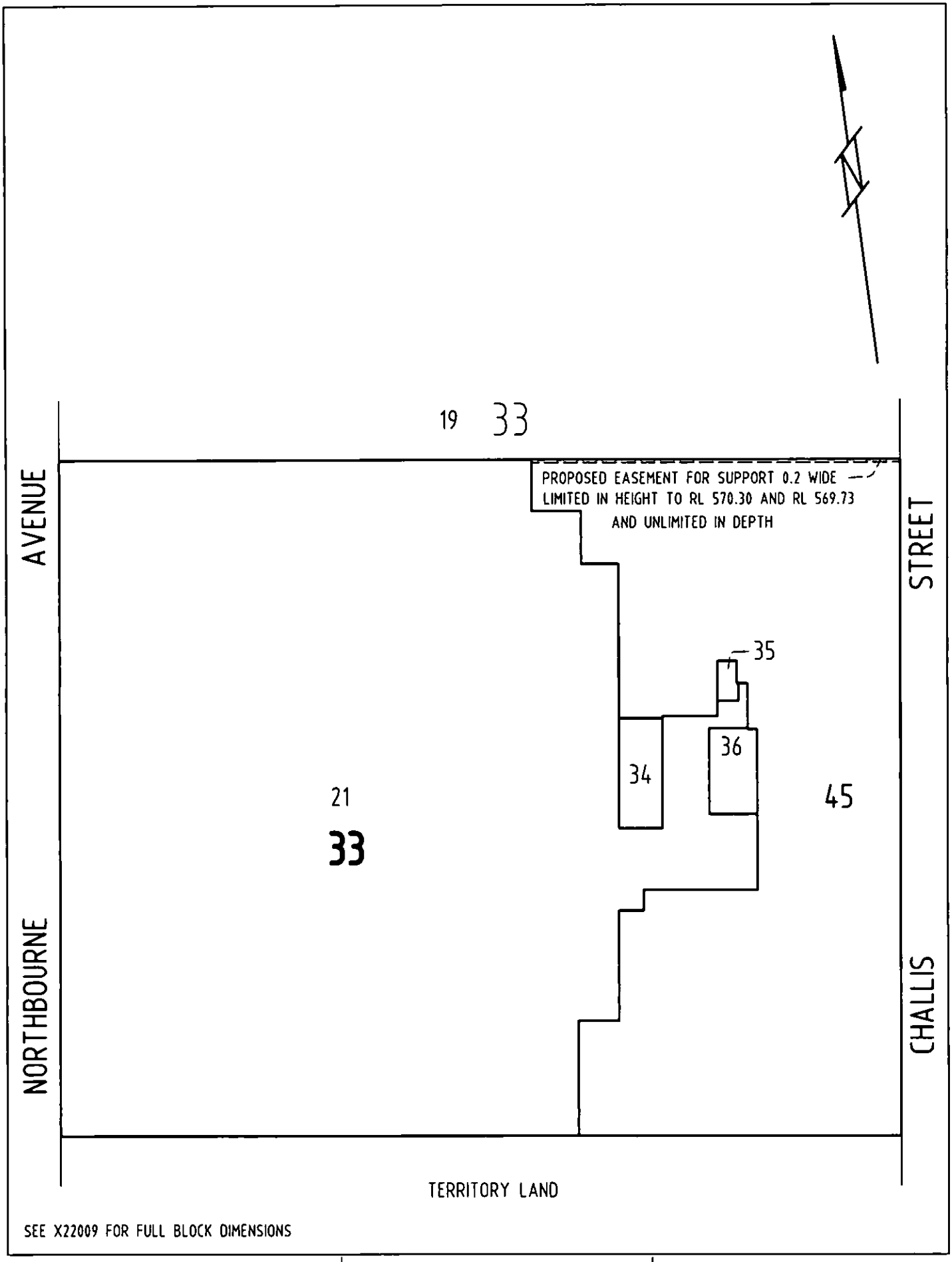
BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 21 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 1 of 3 217218.06_EASEMENT.dwg

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SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600 Scale 0 5 10 20 METRES

Surveyed	W. CAMPBELL	
Drawn	R. FITZSIMMONS	14/05/2020
Checked		
Approved		

Surveyor Registered under the Surveyors Act 2007.

veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

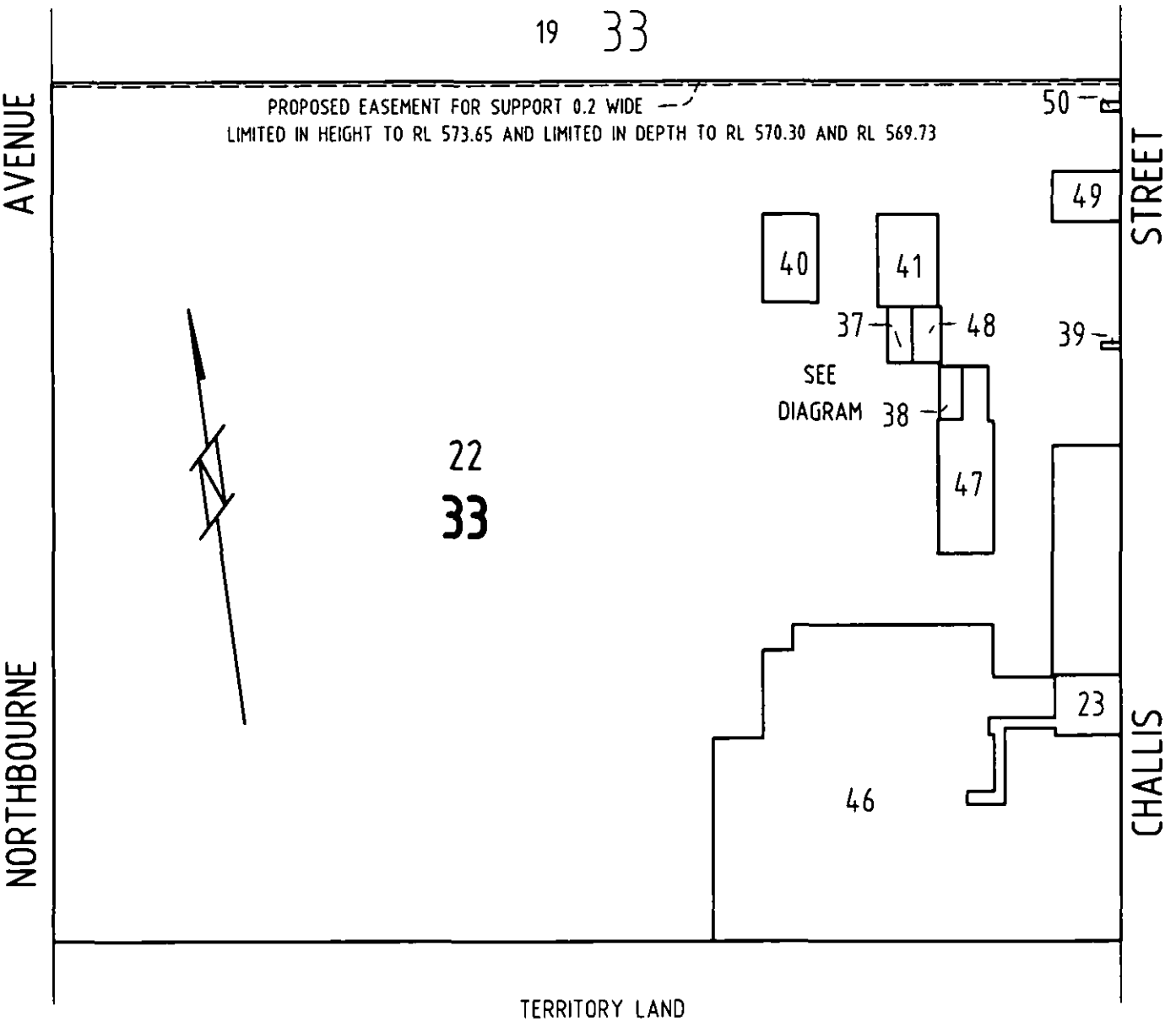
BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 45 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 2 of 3 217218.06_EASEMENT.dwg

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SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600 Scale 0 5 10 20 METRES

Surveyed	W. CAMPBELL	
Drawn	R. FITZSIMMONS	14/05/2020
Checked		
Approved		

Surveyor, Registered under the Surveyors Act 2007.

veris
CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

BASEMENT 1

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 22 SECTION 33
DIVISION OF DICKSON

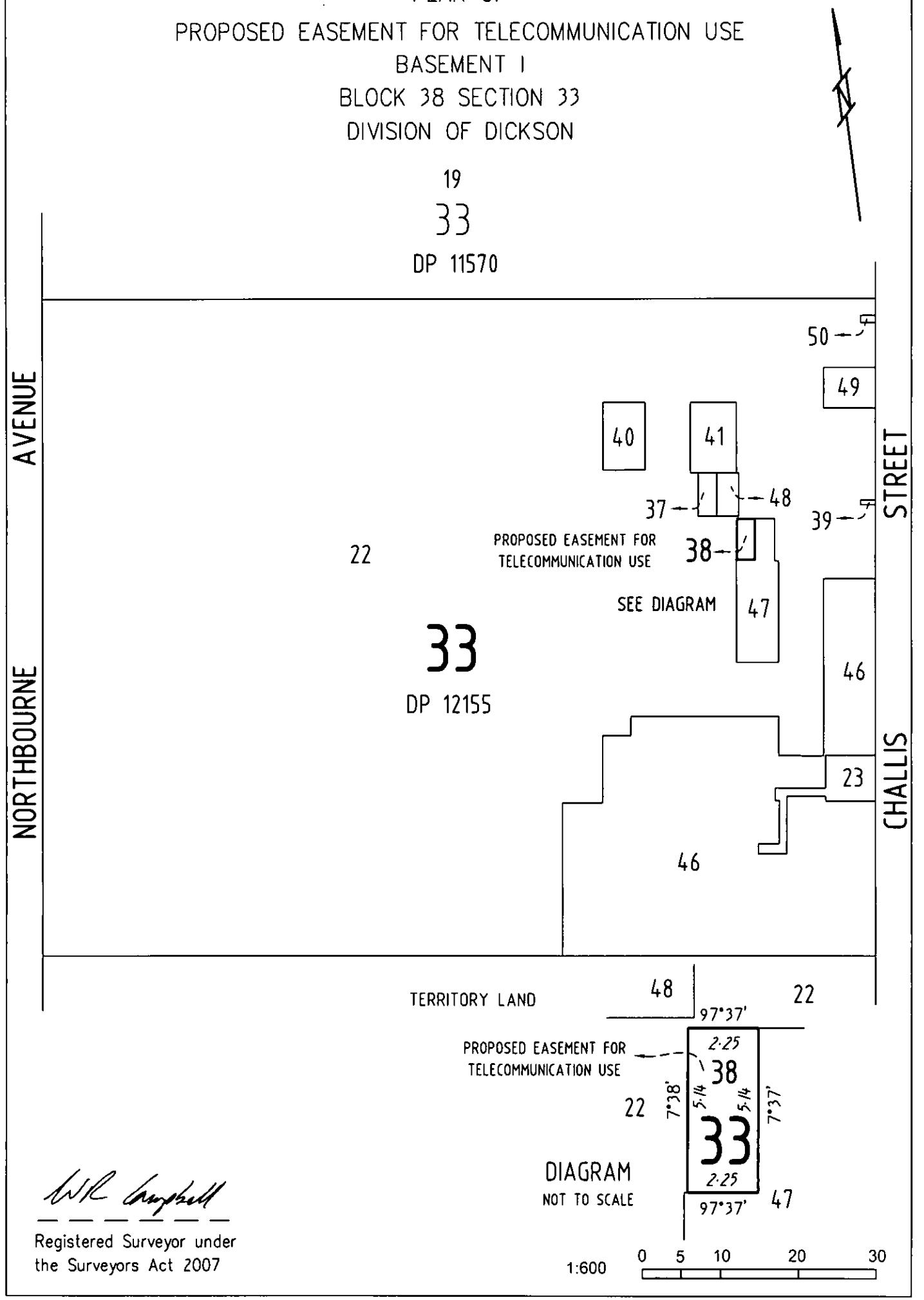
Proj No. 01109.05 Rev

Sheet No. 3 of 3 217218.08_EASEMENT.dwg

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Schedule 2 - Plan B (Telecommunications Services Easement)

PLAN OF
PROPOSED EASEMENT FOR TELECOMMUNICATION USE
BASEMENT I
BLOCK 38 SECTION 33
DIVISION OF DICKSON



Registered Surveyor under
the Surveyors Act 2007

Schedule 3 - Shared Facilities Register

SECTION 01 – SHARED FACILITIES REGISTER

This Section describes:

a) The shared facilities;
b) The proportion of the shared costs payable by each of the buildings; and
c) The method of determining the proportions.

In this Section:

1. ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

2. ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

3. ***Services Apparatus*** means any item of services equipment or any conducting medium.

4. ***Services Equipment*** means an item of plant or equipment in which a service is generated, contained or stores.

5. ***Exclusive Services Apparatus is Services Apparatus*** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

6. ***Access*** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.

7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	*Facility* Management Services	*Facilities management services* include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1
SF3A	Insurance Basement Levels	This facility includes the insurance requirements for the two basement levels and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	72.50%	3.05%	24.45%	3
SF3B	Insurance Building D	This facility includes the insurance requirements for building D, from the ground floor level to the roof and includes:	0%	11%	89%	

Colliers to advise

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for *insurance purposes*; f) Insurance broker fees; and h) Other costs incurred by the Committee to affect an insurance policy or under an existing policy.				
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; *and* e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.	70%	3%	27%	2
SF5	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) Costs and access associated with the operation, maintenance and replacement of the shared facility.				
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	80%	20%	0%	5
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and Access to the shared facility for operational and maintenance matters.		100%		4
SF8	Electrical Infrastructure	Electrical infrastructure includes: a) The switch room marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	57%	6%	37%	1

SHARED *FACILITY* NUMBER	LOCATION OF *SHARED* FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE *INCLUSION*	STRATUM LOTS BENEFITED BY APPORTIONMENT *OF COSTS*			COST ALLOCATION *METHOD*
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) *The master data logging system* for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.	0%	14%	86%	1
SF12	Telecommunicatio n System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Telecommunication System (cont.)	d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout thebasement levels. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located anyand mimic panels together with their associated electrical components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.	57%	6%	37%	1
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: • SF4 – Car Park Access; • SF5 – *Car Park Ventilation and* Lighting System; • SF6 – Lift; • SF8 – Electrical Infrastructure; • SF9 – Gas Infrastructure; • SF12 – Telecommunication System; • SF15 – Fire Stairs; • SF17 – Signage.	57%	6%	37%	1
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.	0%	16%	84%	6
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1

SECTION 02 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Block.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

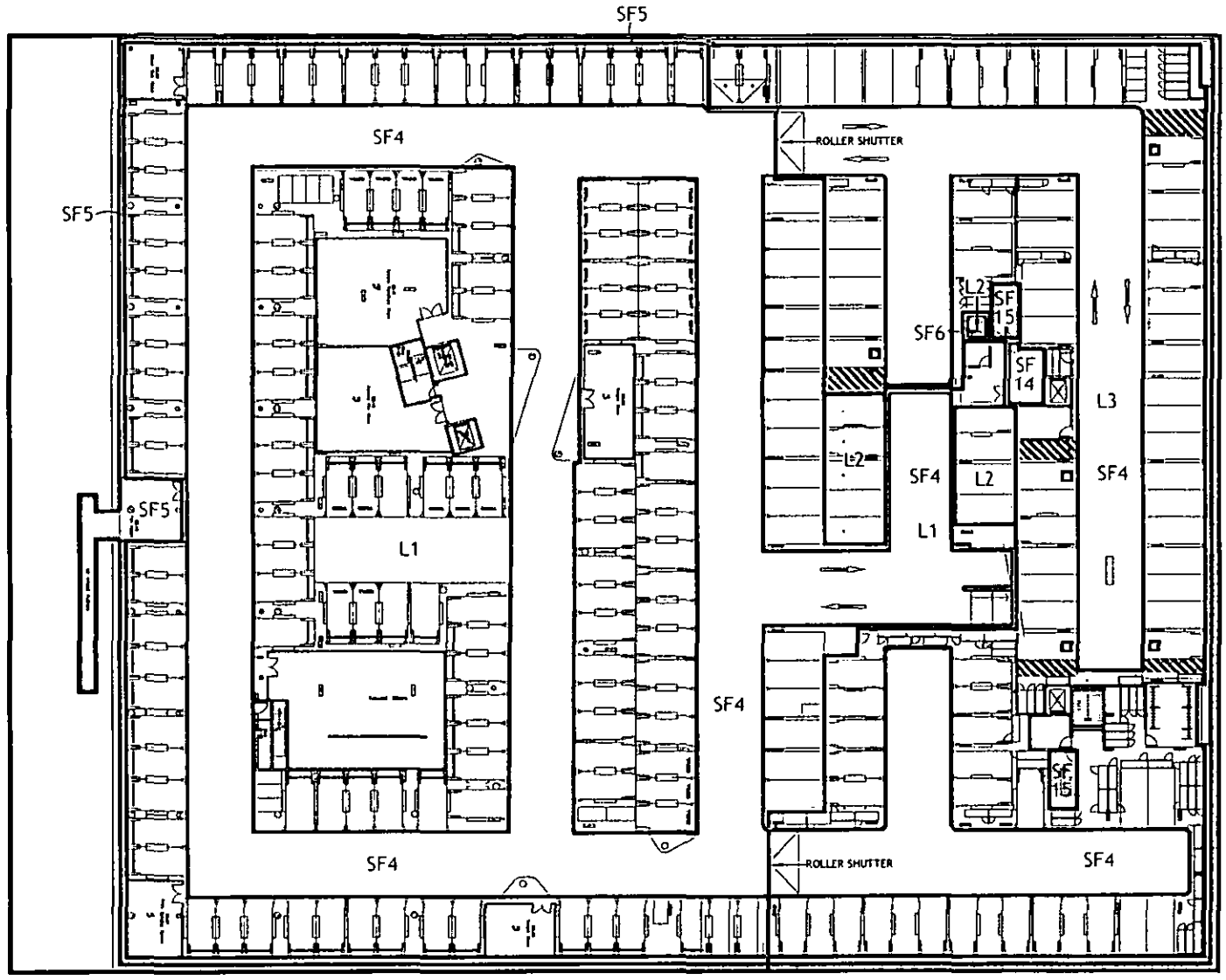
Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

Schedule 4 - Shared Facilities Plan



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION & LIGHTING SYSTEM
SF6 – LIFT
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS

BASEMENT 2

REVISIONS						
7	UPDATES TO SHARED FACILITIES	-	FP	RJM	01/07/20	
6	UPDATES TO SHARED FACILITIES	-	NE	RJM	29/05/20	
5	UPDATES TO SHARED FACILITIES	-	NE	RJM	11/05/20	
No	REVISION	SY'S	DFT	CHK	DATE	

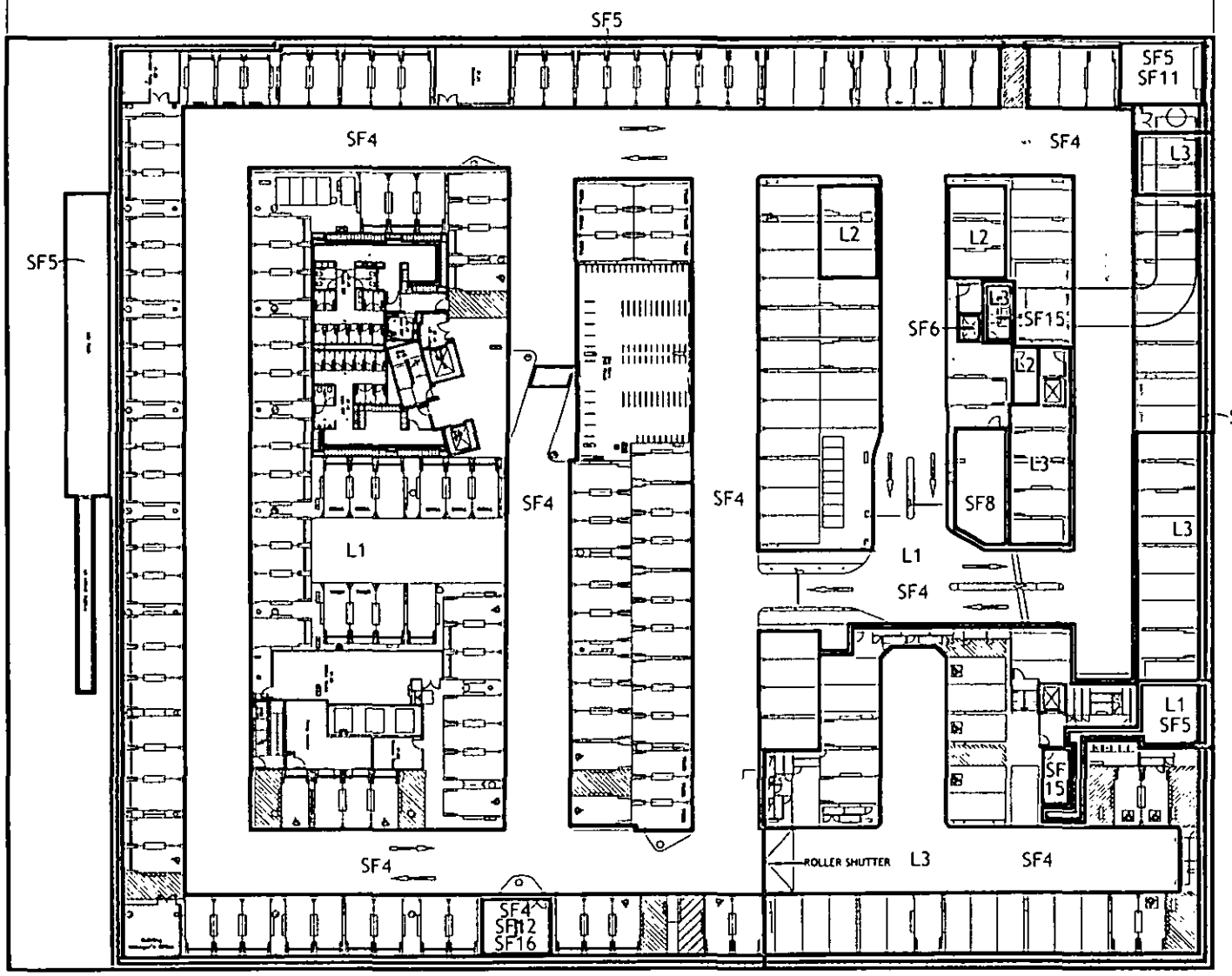
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-	NE	RJM

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Client: DOMA
Title: PLAN OF SHARED FACILITIES
BASEMENT 2
DICKSON INTERCHANGE, DICKSON
CAD File: 180200A_07 | Ref No: 18/0200 | Date: 17/02/2020
Sheet No: 1/5
Revision: 7



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF11 – STORMWATER SYSTEM
SF12 – TELECOMMUNICATION SYSTEM
SF15 – FIRE STAIRS
SF16 – SECURITY SYSTEM

BASEMENT 1

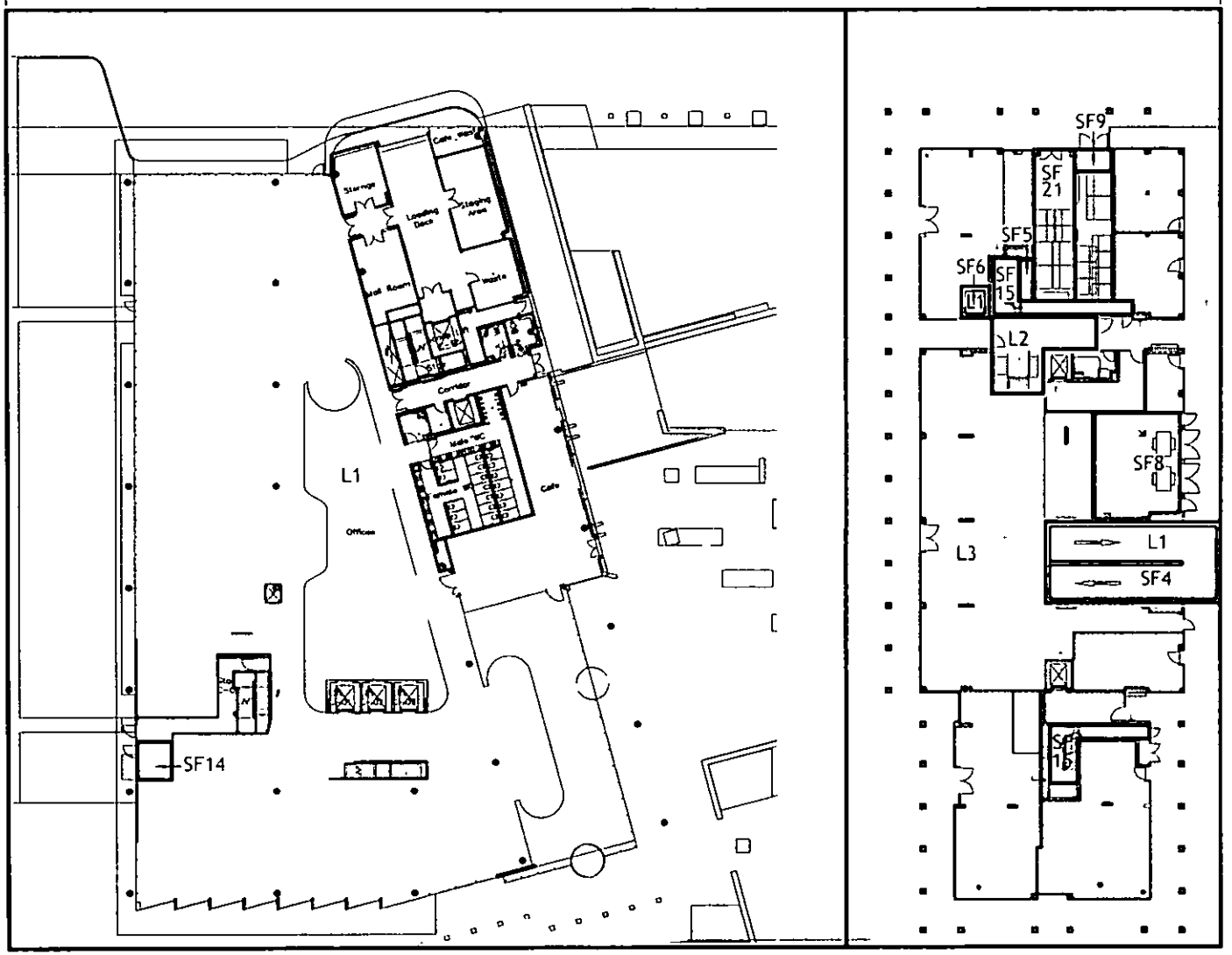
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5	UPDATES TO SHARED FACILITIES	-	KE	PJH	11/05/20	
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-	KE	PJH	DOMA
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DO NOT SCALE	A3		
CAD File: 180200A_07	Ref No: 18/0200	Date: 17/02/2020	

Sheet No 2/5
Revision 7



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF9 – GAS INFRASTRUCTURE
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS
SF21 – WASTE STORAGE ROOM AND WASTE REMOVAL

GROUND FLOOR

No	REVISION	SY'S	DFT	CHK	DATE
7	UPDATES TO SHARED FACILITIES	-	TP	RJH	21/02/20
6	UPDATES TO SHARED FACILITIES	-	KE	RJH	29/01/20
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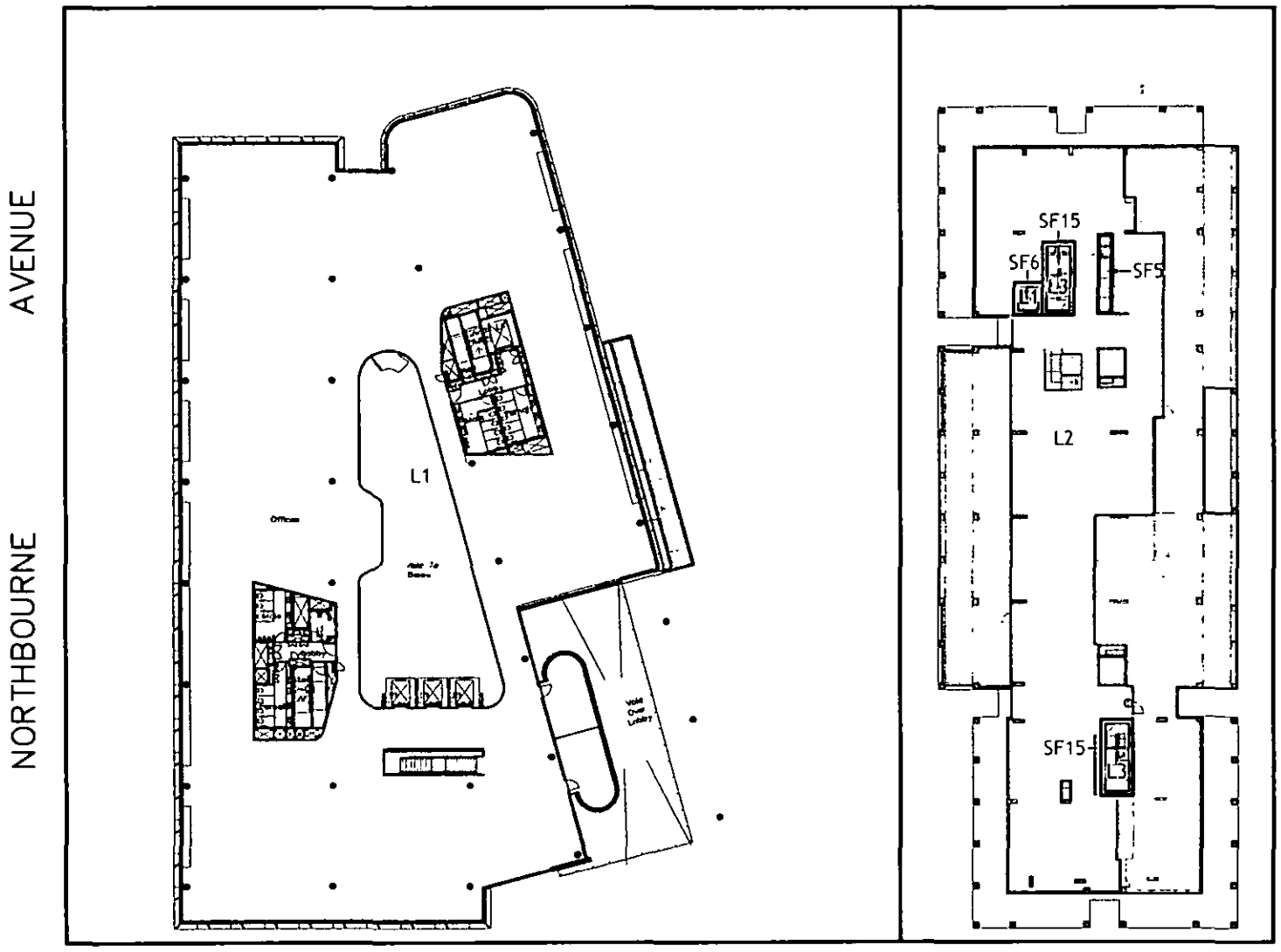
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GROUND FLOOR
DICKSON INTERCHANGE, DICKSON
CAD File: 180200A_07 | Ref No: 18/0200 | Date: 17/02/2020
Sheet No: 3/5
Revision: 7



SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF15 – FIRE STAIRS

LEVEL 1

REVISIONS						
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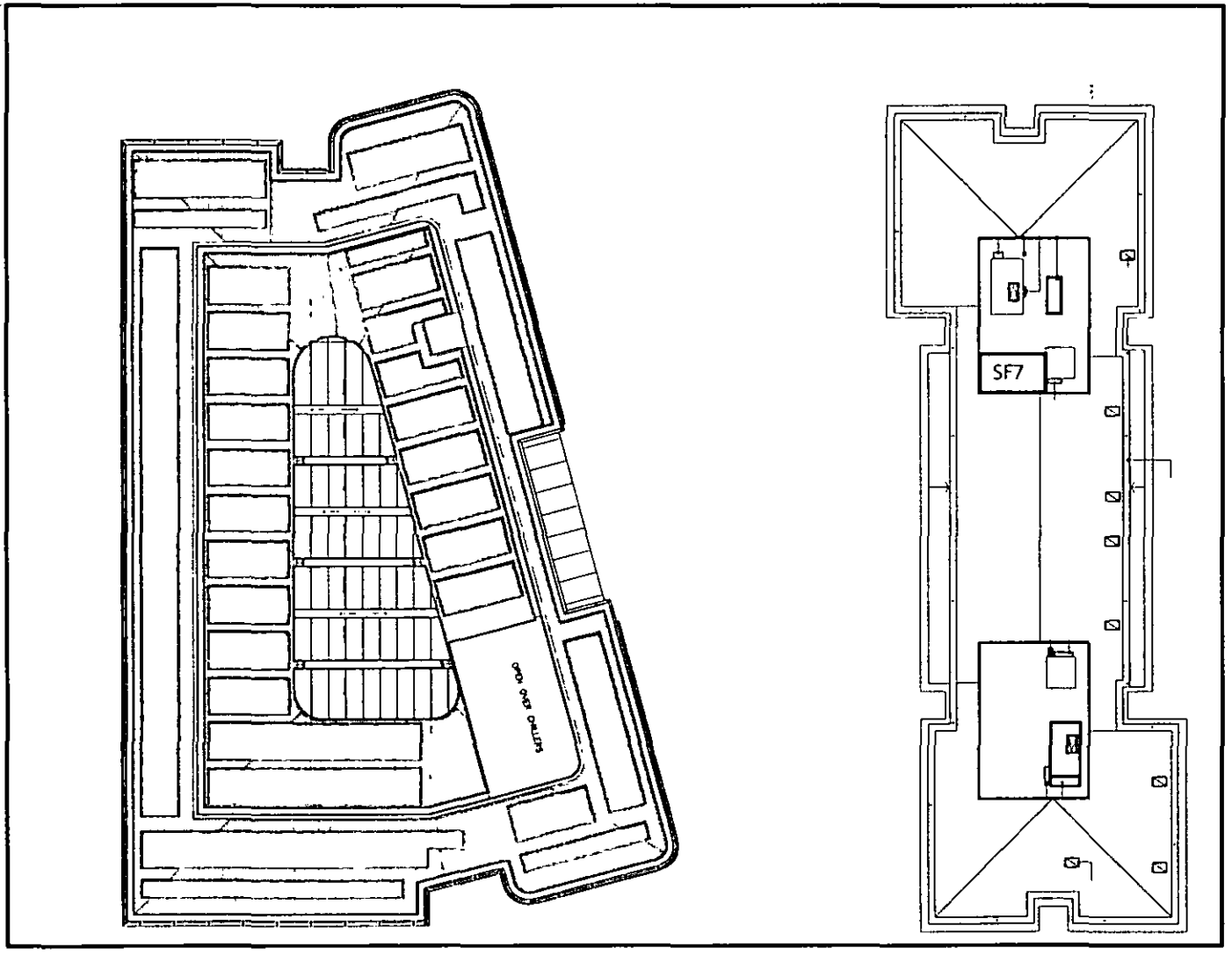
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LEVEL 1
DICKSON INTERCHANGE, DICKSON

CAD File: 180200A_07 | Ref No: 18/0200 | Date: 17/02/2020

Sheet No: 4/5

Revision: 7



SF7 – MECHANICAL PLANT

ROOF

REVISIONS							
No	REVISION	SVY	DFT	CHK	DATE		
7	UPDATES TO SHARED FACILITIES	-	TP	RJM	27/07/20		
6	UPDATES TO SHARED FACILITIES	-	EZ	RJM	29/05/20		
5	UPDATES TO SHARED FACILITIES	-	EZ	RJM	11/05/20		

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DICKSON INTERCHANGE, DICKSON
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Revision: 7

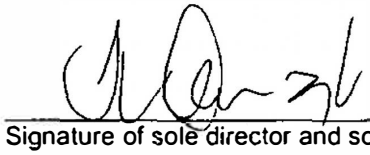
Executed as a deed.

Executed by **Residential (Grantor)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



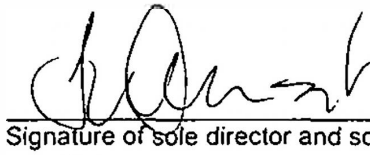
Signature of sole director and sole company secretary

Executed by **Childcare (Grantee)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

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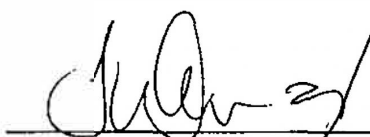
Signature of sole director and sole company secretary

Executed by **Commercial (Grantee)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

ACT Government

Access Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001 622	Dickson	33	34	
	Dickson	33	35	
	Dickson	33	36	
	Dickson	33	37	
	Dickson	33	38	
	Dickson	33	39	
	Dickson	33	40	
	Dickson	33	41	
	Dickson	33	41	
	Dickson	33	43	
	Dickson	33	44	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)

9- TGE Transfer & Grant of Easement x 3

ved form AF2018-29 approved by Fred Arugay, Deputy Registrar-General on 16/07/2018 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-44 and AF2012-64
Unauthorised version prepared by ACT Parliamentary Counsel's Office

EXEC TION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated - 14/08/2020	*Print full name and address of witness* Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

ACT Government

Access Canberra

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001. 623	Dickson	33	45	
	Dickson	33	46	
	Dickson	33	47	
	Dickson	33	48	
	Dickson	33	49	
	Dickson	33	50	
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	Dickson	33	53	
	Dickson	33	54	
	Dickson	33	55	
	Dickson	33	56	
	Dickson	33	57	
	Dickson	33	58	
	Dickson	33	59	

FULL NAME OF CONSENTING PARTY (Surnan e Last) (ACN required for all companies)
Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
080- TGE Transfer & Grant of Easement x 3

EXECUTION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated – 14/08/2020	Print full name and address of witness Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

ACT Government

Access Canberra.

Chief ... TGE$3019254 14/08/2020 16:35:53 Wood E

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:torate

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Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Clayton Utz	GPO Box 9806, Canberra ACT 2601	(02) 6279 4090

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
3001:26	Dickson	33	21-33	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**
3001:622	Dickson	33	34-44	
3001:623	Dickson	33	45-59	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT, and
Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Access
Easement for Support
Easement for Utility Services and Infrastructure
Easement for Encroachment

DETAILS OF APPLICATION *(Please outline briefly and add full detail on annexure page with plan as attachment)*

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Schedules 1-15.

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

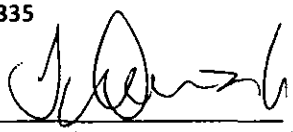
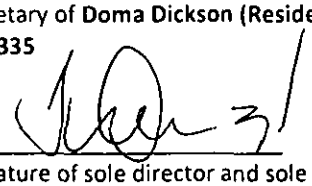
DATE

14 August 2020

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement **Executed by Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET _____ Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** _____ Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335**  Signature of sole director and sole company secretary Signature or common seal of grantee / dominant tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~
Print full name of grantor / servient tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335**  Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~

OFFICE USE ONLY			
Lodged by		*Certificate of title lodged*	
Data entered by	TO	Certificates attached to title	
Registered by		Attachments / Annexures	Lease and Consent
Registration date	19 AUG 2020	Consent form attached	

CLAYTON UTZ

Deed of Transfer and Grant of Easement - Commercial

Blocks 21-33 Section 33 Dickson

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantor (Commercial)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Childcare)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Commercial

Date 14 August 2020

Parties

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Commercial)**
Grantor

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Childcare)** and **Doma Dickson (Residential) Pty Limited ACN 166 717 335** of PO Box 5419, Kingston ACT **(Residential)**
together the **Grantee**

Background

A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.

B. Commercial will be the crown lessee of the Commercial Premises which is the Servient Tenement under this Deed.

C. Childcare will be the crown lessee of the Childcare Premises.

D. Residential will be the crown lessee of the Residential Premises.

E. The Childcare Premises and the Residential Premises together form the Dominant Tenement under this Deed.

F. Commercial grants to Childcare and Residential the Agreed Easements and rights on the terms contained in this Deed.

G. In consideration for the grant of the Agreed Easements, Childcare and Residential agrees to comply with its obligations contained in this Deed.

H. Given the nature of the Building, the parties agree to establish a set of rules that regulate the *management and operation of the Building in accordance with:*

(a) Part 11A to the *Land Titles Act 1925* (ACT);

(b) *Unit Titles Act 2001* (ACT); and

(c) *Unit Titles (Management) Act 2011* (ACT).

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Access Easement means the easement over the Servient Tenement granted to Childcare and Residential by Commercial under this Deed for the non-exclusive right to pass and repass from time to time with vehicles or on foot, and with (or without) materials and equipment over the access ways marked as follows:

(a) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL

573.65 & RL 572.68" on Plan A for vehicle access by Childcare and Residential on the ground floor of the Building;

(b) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan B for vehicle access by Residential on basement level 1 of the Building;

(c) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan C for vehicle access by Residential on basement level 2 of the Building;

(d) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan D for vehicle access by Childcare on basement level 1 of the Building;

(e) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan E for vehicle access by Childcare on basement level 2 of the Building;

(f) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68" on Plan F for pedestrian access by Childcare on the ground floor of the Building;

(g) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan G for pedestrian access by Childcare on basement level 2 of the Building;

(h) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan H for pedestrian access by Residential on basement level 1 of the Building; and

(i) the area hatched and marked as "PROPOSED EASEMENTS FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30" on Plan I for pedestrian access by Childcare on basement level 1 of the Building.

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

Administrative Fund means the fund established to pay for the day-to-day expenses of *operating and maintaining the Shared Facilities including insurance costs, administrative costs,* maintenance costs, operational costs and other costs which are not Capital Works Fund costs.

Agreed Easements means collectively the:

(a) Access Easement;

(b) Support Easement;

(c) Encroachment Easement; and

(d) Utility Services and Infrastructure Easement.

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Budget means the estimate of Shared Costs determined under Clause 32.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Building Manager means the manager for the Building appointed under Clause 38 (if any).

Building Management Committee means the committee to be formed under Clause 10, *which is responsible for managing the Building on behalf of the Members.*

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

By-Laws means the By-Laws of the Building made by the Building Management Committee in accordance with Clause 17.10.

Capital Works Fund means the fund established to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature relating to the Shared Facilities.

Car Park means the area of land located on the Dominant Tenement and Servient Tenement and used as a car park.

Chairperson means the chairperson of the Building Management Committee, from time to time, appointed pursuant to Clause 19.1.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare and Residential's Rights means the rights of Childcare and Residential and Childcare Land Users and Residential Land Users under this Deed.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

(a) child care centre; and

(b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, *the visitors and other authorised persons of Commercial, including but not limited to* Commercial's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) *licensees*; and

(h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means the following uses:

(a) non-retail commercial use (to include business agency, financial establishment, office, and public agency;

(b) restaurant and/or shop (limited to take away food shop) not exceeding a maximum gross floor area of 200 square metres; and

(c) car park,

provided that uses (a) and (b) does not exceed does not exceed a maximum gross floor area of 15,850 square metres.

Common Property has the meaning given in the *Unit Titles Act 2001* (ACT).

Deed means this Deed including all annexures, schedules and attachments.

Defaulting Member means a Member who fails to comply with a notice in Clause 33.10.

Default Notice means the default notice issued in accordance with Clause 33.10(a)(i)

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Childcare Premises and the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Emergency Meeting means an emergency meeting of the Building Management Committee conducted in accordance with this Deed.

Encroachment Easement means easement over the Servient Tenement granted to Residential by Commercial under this Deed for the Encroaching Structure to remain on the Servient Tenement in the area marked as:

(a) "PROPOSED EASEMENT FOR USE 0.40 WIDE"; and

(b) "PROPOSED EASEMENT FOR USE 0.30 WIDE",

on Plan L.

Encroaching Structure means that part of the Dominant Tenement which encroaches on the Servient Tenement.

Excluded Services means:

(a) all interior fixtures, furniture, finishings, fittings within a Unit including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Unit for the exclusive use of that Unit, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

Financial Statements means the statements to be prepared by the Building Management Committee in accordance with Clause 34.

Funds means the fund used to levy, collect, deposit and make payment for the Shared Costs being:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

Garbage Rooms means the garbage rooms located in the Building forming part of the Shared Facilities.

General Meeting means a meeting of the Building Management Committee conducted in accordance with this Deed.

Insurance means all insurances required to be effected under Clause 35 in which more than one Member has an interest and any other insurance determined by Special Resolution.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Levies means the funds levied by the Building Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 13.

Levy Notice means the notice issued in accordance with Clause 33.2.

Levy Period means any twelve (12) month period relating to the Budget

Manager means the person or entity from time to time appointed by the Building Management Committee under Clause 21 to manage the Building.

Manager Fee means the fee for the Manager which must not exceed an amount that would be considered reasonable by an independent member of Strata Community Australia experienced in managing a building similar to the Building.

Meeting means a General Meeting and an Emergency Meeting.

Member means:

(a) Childcare;

(b) Commercial; and

(c) Residential.

Member Land Users means:

(a) Childcare Land Users;

(b) Commercial Land Users; and

(c) Residential Land Users.

Officer means the Chairperson, Secretary and the Treasurer, from time to time, of the Building Management Committee.

Owners Corporation has the same meaning given under the *Unit Titles Act 2001* (ACT).

Plan A means the plan depicting vehicle access by Childcare and Residential on the ground floor of the Building attached to this Deed at Schedule 1.

Plan B means the plan depicting vehicle access by Residential on level 1 of the basement to the Building attached to this Deed at Schedule 2.

Plan C means the depicting vehicle access by Residential on level 2 of the basement to the Building plan attached to this Deed at Schedule 3.

Plan D means the plan depicting vehicle access by Childcare on level 1 of the basement to the Building attached to this Deed at Schedule 4.

Plan E means the plan depicting vehicle access by Childcare on level 2 of the basement to the Building attached to this Deed at Schedule 5.

Plan F means the plan depicting pedestrian access by Childcare on the ground floor of the Building attached to this Deed at Schedule 5.

Plan G means the plan depicting pedestrian access by Childcare on level 2 of the basement to the Building attached to this Deed at Schedule 7.

Plan H means the plan depicting pedestrian access by Residential on level 1 of the basement to the Building attached to this Deed at Schedule 8.

Plan I means the plan depicting pedestrian access by Childcare on level 1 of the basement to the Building attached to this Deed at Schedule 9.

Plan J means the plan depicting the Support Easement attached to this Deed at Schedule 10.

Plan K means the plan depicting the Utility Services and Infrastructure Easement attached to this Deed at Schedule 11.

Plan L means the plan depicting the Encroachment Easement attached to this Deed at Schedule 12.

Replacement Representative means a replacement representative for the Representative for Meeting purposes.

Representative means a natural person appointed by a Member.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Residential Owners Corporation means the Owners Corporation of the Residential Units Plan.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential Units Plan means the Units Plan created by registration of the Units Plan in relation to the Residential Premises.

Residential Uses means the following uses:

(a) residential use limited to multi-unit housing and 102 dwellings;

(b) non retail commercial premises (to include business agency, financial establishment, office and public agency);

(c) restaurant; and

(d) shop,

provided that uses (b) and (d) does not exceed does not exceed a maximum gross floor area of 1,100 square metres.

Resolution means a motion of the Building Management Committee in which the number of votes in favour of the motion is greater than the number of votes against the motion.

Rules has the same meaning under the *Unit Titles (Management) Act* 2011.

Schedule means the schedules or a schedule for this Deed.

Secretary means the secretary of the Building Management Committee, from time to time, appointed in accordance with Clause 19.1.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Commercial Premises.

Shared Costs means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the Manager; and

(c) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the shared facilities in Clause 28, Schedule 13 and Shared Facilities Plan.

Shared Facilities Consultant means a consultant appointed in accordance with Clause 30.

Shared Facilities Plan means the plan attached as Schedule 14.

Shared Services means any services shared by the Members not specified as Shared Facilities.

Special Resolution means a motion of the Building Management Committee in favour of which more than 75% of the votes of the Members of the Building Management Committee present and entitled to vote are cast.

Support Easement means the non-exclusive right to have the improvements within the boundaries of the Servient Tenement lateral, superjacent, or subjacent, to support, uphold and maintain the improvements and structure within the boundaries of the Dominant Tenement granted for the benefit of Childcare and Residential by Commercial under Clause 9 of this Deed, as marked as:

(a) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60";

(b) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND RL 569.73 AND UNLIMITED IN DEPTH"; and

(c) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73";

on Plan J.

Treasurer means the treasurer of the Building Management Committee, from time to time, appointed in accordance with Clause 19.1.

Unanimous Resolution means a motion of the Building Management Committee that is passed at a Meeting where all Members are present and at least one (1) vote is cast in favour of the motion and no votes cast against the motion.

Unit has the meaning given in the *Unit Titles Act 2001* (ACT);

Units Plan has the meaning given in the *Units Titles Act 2001* (ACT).

Unit Subsidiary has the meaning given in the *Unit Titles Act 2001* (ACT);

Utility Services and Infrastructure includes:

(a) gas reticulation or supply; and

(b) the cables, wires, pipes, sewers, drains, ducts, plant, conduits or any other material, equipment, object or item through which the gas reticulation is supplied.

Utility Services and Infrastructure Easement means:

(a) the easement over the Servient Tenement granted to Childcare and Residential by Commercial under this Deed for the non-exclusive right to provide, install, establish, maintain and repair the Utility Services and Infrastructure (including the right to

enter, pass and repass from time to time on foot or with vehicles, materials, tools, and equipment (including fire brigade equipment) and remain on for a temporary period, as reasonably necessary), as marked as "PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65 on Plan K; and

(b) rights equivalent to those granted under:

(i) the *Unit Titles Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in sections 34 and 35 of Division 4.2 of the *Unit Titles Act 2001* (ACT)); and

(ii) the *Community Title Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in Part 10 of the *Community Title Act 2001* (ACT)).

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) *a word importing the singular includes the plural (and vice versa) and a word* indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) "includes" in any form is not a word of limitation;

(k) a reference to "$" or "dollar" is to Australian currency; and

(l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. About the Building

2.1 Overview

*The development of the Land is a mixed-use development (**Development**) and may be used* for a number of uses including the:

(a) Childcare Uses;

(b) Commercial Uses; and

(c) Residential Premises.

2.2 What are the different components of the Building?

Following completion of the Development, the Building will be subdivided to consist of the following distinct components:

(a) the Childcare Premises which, as at the date of this Deed, may be used for the Childcare Uses;

(b) the Commercial Premises which, as at the date of this Deed, may be used for the Commercial Uses; and

(c) the Residential Premises which, as at the date of this Deed, may be used for the Residential Uses.

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

(a) Commercial;

(b) Commercial Land Users;

(c) Childcare;

(d) Childcare Land Users;

(e) Residential;

(f) Residential Land Users;

(g) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

3.2 Rules

In addition to this Deed, the owners and occupiers of a Unit within a Units Plan forming part of the Building must comply with Rules of that Owners Corporation.

4. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Agreed Easements, are covenants and agreements between:

(a) Childcare and Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and

(b) Commercial, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

5. Unitisation of Residential Premises

5.1 Application of this clause

(a) Childcare and Commercial acknowledge that the Residential Premises will be subdivided under the *Unit Titles Act 2001* (ACT) following completion of the Development (**Residential Unitisation**) to create the:

(i) Residential Units Plan; and

(ii) Residential Owners Corporation.

(b) Following the Residential Unitisation, references to Residential are to be deemed to include the Residential Owners Corporation.

5.2 Benefit of the Agreed Easements and Building Deed

Each party acknowledges that following the Residential Unitisation, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, within the Residential Units Plan and the applicable Common Property of the Residential Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Residential Units Plan, and the applicable Common Property of the Residential Units Plan, respectively, as applicable.

5.3 Obligations and rights of Residential

Following Residential Unitisation every person who is entitled to an estate or interest in a Unit in the Residential Units Plan:

(a) must comply with the obligations of Residential under this Deed; and

(b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

5.4 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Residential Units Plan may not override the rights and obligations under this Deed; and

(b) if the Rules of the Residential Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

5.5 The Minutes of the Inaugural Meeting

Residential will ensure that upon Residential Unitisation and upon registration of the Residential Units Plan, that the Residential Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Residential Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease of the Residential Premises and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and

(b) that the Residential Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

6. Unit Titles

6.1 Application of this Clause

This Clause 6 applies in relation to the Childcare Premises and/or the Commercial Premises which is at any time subdivided under the *Unit Titles Act 2001* (ACT) and/or upon which a Units Plan is built (**Unitisation**).

6.2 Consent

The Members must:

(a) give their consent to the Unitisation; and

(b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Unitisation.

6.3 Benefit of Easements

Each party acknowledges that following the Unitisation of the Childcare Premises and/or the Commercial Premises, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, in the Units Plan and the applicable Common Property of the Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Units Plan, and the applicable Common Property of the Units Plan, respectively, as applicable.

6.4 Obligations and rights of the Servient Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Servient Tenement:

(a) must comply with the obligations of Commercial under this Deed; and

(b) may exercise the rights of Commercial under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.5 Obligations and rights of the Dominant Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Dominant Tenement:

(a) must comply with the obligations of Childcare and Residential under this Deed; and

(b) may exercise the rights of Childcare and Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.6 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Units Plan may not override the rights and obligations under this Deed; and

(b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

6.7 The Minutes of the Inaugural Meeting

Each party will ensure that upon Unitisation (as applicable) and upon registration of the Units Plan on the Childcare Premises and/or the Commercial Premises (as applicable), that the Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and

(b) that the Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

7. Easements

7.1 Agreed Easements for Dominant Tenement

Subject to Childcare and Residential complying with its obligations under this Deed, Commercial grants to Childcare and Residential and Childcare and Residential Land Users the *Agreed Easements.*

7.2 Crown lease easements

Childcare and Residential and Commercial acknowledge the existence of the easements contained in the crown leases of the Servient Tenement and the Dominant Tenement and the Deposited Plan.

8. General requirements when exercising rights

8.1 Childcare and Residential's obligations

When exercising rights under the Agreed Easements, Childcare and Residential agrees that:

(a) it will cause as little inconvenience as practicable to Commercial and Commercial Land Users;

(b) Childcare and Residential and Childcare Land Users and Residential Land Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (with or without vehicles, as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Childcare, Residential, Childcare Land Users and Residential Land Users continued access to the Servient Tenement; and

(c) the person exercising the right of entry under Clause 8.1(b) must do so in a manner as to cause as little inconvenience as possible to Commercial and Commercial Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and

(d) in exercising the right of entry under Clause 8.1(b), the relevant person must:

(i) except in an Emergency, give reasonable written notice to Commercial *before entering the Servient Tenement and any improvements on it to* carry out any works;

(ii) when carrying out any works, except where prior arrangements have been made with Commercial or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Commercial or Commercial Land Users and any improvements on it may suffer interruption to the business or commercial activities conducted on the Servient Tenement and any improvements on it;

(e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;

(f) it will cause as little interference as is reasonably practicable to Commercial and Commercial Land Users and any improvements on it;

(a) it must not permit or allow any vehicle of any description or any obstruction of any kind to stand and remain in or upon the Servient Tenement; or

(b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Commercial or Commercial Land Users; and

(g) it will cause as little damage as is reasonably practicable to Commercial and any improvements on it and must promptly make good any damage caused to Commercial's reasonable satisfaction.

8.2 Childcare Land Users and Residential Land Users

Childcare and Residential must use reasonable endeavours to ensure that Childcare Land Users and Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

9. Support Easement

9.1 Grant

Commercial grants to Childcare and Residential the Support Easement.

9.2 Commercial's covenants

(a) Commercial will at its own cost ensure the improvements within the Servient Tenement remain in good order and repair to the extent necessary to maintain support for the Building, including undertaking any structural repairs to and replacement of those improvements.

(b) Commercial shall cause no damage to the improvements within the Servient Tenement.

(c) Commercial will not:

(i) make any alterations to the improvements within the Servient Tenement which provide support for the Building; or

(ii) excavate any part of the Servient Tenement or adjoining land of Commercial,

without leaving permanent means of support for the Building. Any alterations to the improvements or excavation of the Servient Tenement made without provision for sufficient support for the Building will be deemed wrongful as from the commencement of the excavation.

9.3 Childcare and Residential's covenants

(a) Childcare and Residential and Childcare Land Users and Residential Land Users shall have the right of entry on the Servient Tenement upon reasonable written notice (or without such notice in the event of emergency) to effect repairs and maintenance where Commercial is in breach of Clause 9.2(a). The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Commercial and Commercial Land Users and must make good any damage caused in the exercise of such right of entry.

(b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under this Deed without the prior written consent of Commercial.

10. Access Easement

10.1 Grant

Commercial grants to Childcare and Residential the Access Easement.

10.2 Commercial's covenants

(a) Commercial will at its own cost ensure that all foot paving, drive way, public lighting and other improvements within the Servient Tenement remain in good order and repair to the extent necessary to ensure they are fit for purpose, operational and safe for public use.

(b) Commercial will have the right at all times upon reasonable notice (except in the case of an emergency when no notice is required) to close the entrance to and exit from and to obstruct the whole or part of the Servient Tenement for the purposes of carrying out repairs to and maintenance of the Servient Tenement.

(c) Subject to Clause 10.2(b), Commercial shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access.

10.3 Childcare and Residential's covenants

(a) Childcare and Residential and Childcare Land Users and Residential Land Users:

(i) shall have the right to:

A. pass and repass with motor vehicles along and over the Access Easement at all times on that part of the Access Easement designed for vehicular access; and

B. pass and repass on foot, with wheelchairs and other disabled access aids, but without motor vehicles, on that part of the Access Easement at all times on that part of the Access Easement designed for pedestrian access,

(ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;

(iii) must not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access; and

(iv) acknowledge and agree that the rights granted under Clause 10.1 are in common with the rights of Commercial and Commercial Land Users.

(b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 10.2 without the prior written consent of Commercial.

11. Utility Services and Infrastructure Easement

11.1 Grant

Commercial grants to Childcare and Residential the Utility Services and Infrastructure Easement.

11.2 Commercial's covenants

Commercial must:

(a) allow the Utility Services and Infrastructure remain under or on the Servient Tenement; and

(b) keep the Servient Tenement in good order and repair and suitable for exercising the rights granted under Clause 11.1.

11.3 Childcare and Residential's covenants

(a) Childcare and Residential:

(i) and Childcare Land Users and Residential Land Users may use the Servient Tenement to provide the Utility Services and Infrastructure to or through the Servient Tenement;

(ii) are responsible for and must pay all expenses in connection with the Utility Services and Infrastructure which exclusively or non-exclusively benefit the Dominant Tenement; and

(iii) acknowledge and agree that the rights granted under Clause 11.1 are in common with the rights of Commercial and Commercial Land Users.

(b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 11.2 without the prior written consent of Commercial.

11.4 Rights of Authorities

The parties acknowledge and agree that they must:

(a) permit an Authority, at all reasonable times, to enter onto the Servient Tenement and the Dominant Tenement to inspect and test the Utility Services and Infrastructure; and

(b) comply with the lawful directions of an Authority made in connection with the Utility Services and Infrastructure.

11.5 Ownership of items associated with the Utility Services and Infrastructure

The Utility Services and Infrastructure that:

(a) exclusively benefits the Dominant Tenement and which is located in the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of Childcare and Residential;

(b) benefits both the Dominant Tenement and the Servient Tenement and which is located on the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of all the parties; and

(c) is located on the Servient Tenement other than that contemplated in Clauses 11.5(a) and (b) is (subject to the rights of a relevant Authority to the contrary) the property of Commercial.

12. Encroachment Easement

12.1 Grant

Commercial grants to Residential the Encroachment Easement.

12.2 Commercial's covenants

(a) Commercial must not do or allow anything to be done to damage or interfere with the Encroaching Structure.

(b) Commercial shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Encroachment Easement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access.

12.3 Childcare and Residential's covenants

(a) Residential and Residential Land Users:

(i) shall have the right to:

A. enter on the Servient Tenement upon reasonable written notice (or without such notice in the event of emergency) to effect repairs and maintenance on the Encroachment Easement. The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Commercial and Commercial Land Users and

must make good any damage caused in the exercise of such right of entry.

(ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;

(iii) must keep the Encroaching Structure in good condition; and

(b) Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 12.2 without the prior written consent of Commercial.

13. Maintenance

(a) Nothing in this Deed limits the obligation of Childcare and Residential to maintain its own Utility Services and Infrastructure that exclusively or non-exclusively benefits the Dominant Tenement.

(b) Commercial must keep the Servient Tenement in good and trafficable order and condition and suitable for exercising Childcare and Residential's Rights.

(c) Commercial and Childcare and Residential agree that ordinarily there should be minimal or no maintenance in respect to the Support Easement, but in the instance of repair of a structural or capital nature, then such costs are to be borne equally.

14. Indemnities and Releases

14.1 Transferee Accepts Risk

Childcare and Residential uses the Agreed Easements and exercises the rights conferred under this Deed at its own risk.

14.2 Indemnity

Childcare and Residential is liable for and indemnifies Commercial and its successors and assigns against any Claim arising from or incurred in connection with:

(c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Childcare and Residential or the exercise of Childcare and Residential's Rights under this Deed;

(d) the failure by Childcare and Residential to observe or perform any of Childcare and Residential's covenants or agreements contained in this Deed; or

(e) any works carried out on or adjacent to the Agreed Easement area:

(i) by or on behalf of Childcare and Residential; or

(ii) for the benefit of the Dominant Tenement.

14.3 Release

Childcare and Residential releases Commercial and its successors and assigns from and agrees that Commercial is not liable for any Claim arising from or incurred in connection with:

(f) any loss of or damage to personal property of Childcare and Residential; or

(g) Commercial doing anything Commercial is permitted or required to do under this Deed.

15. The Building Management Committee

15.1 Establishing the Building Management Committee

The Members must:

(a) establish the Building Management Committee within three (3) months after this Deed is registered against the Servient Tenement; and

(b) continue to have a Building Management Committee at all times.

15.2 Members of the Building Management Committee

The Members of the Building Management Committee are to be one (1) representative of:

(a) Childcare;

(b) Commercial; and

(c) Residential.

16. Appointing a Representative and a Replacement Representative

16.1 Appointment of Representatives

(a) Each Member has the right to appoint a Representative to represent it at Meetings.

(b) Each Member must give to the other Members and the Building Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representative who for the time being will represent it at Meetings or Emergency Meetings.

(c) If a Member appoints a Replacement Representative, the Member must give to the other Members written notice of the Replacement Representative's name, address, telephone and facsimile numbers.

(d) In the event that a Member sells its part of the Building, it must provide notice of the sale to the Building Management Committee including details of the incoming member.

16.2 Appointment of Replacement Representative

Members may at any time appoint a Replacement Representative to represent the Member at Meeting if the Member's Representative cannot attend.

16.3 Representatives Obligations

Each Representative must represent the Member who appointed them at Meeting.

16.4 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Replacement Representative has the same effect as if the Member undertook such activities.

17. Functions and Powers of the Committee

17.1 Functions of the Building Management Committee

In addition to its functions and powers elsewhere in this Deed, the functions and powers of the Building Management Committee are to:

(a) comply with its obligations and perform its functions in accordance with the Act and this Deed;

(b) make decisions about the relevant matters referred to in this Deed;

(c) convene and hold Meetings;

(d) consider any proposal submitted to the Building Management Committee by any Member;

(e) determine Levies for the Administrative Fund and Capital Works Fund to meet the costs of performing the functions and complying with the obligations of the Building Management Committee;

(f) subject to the Law, consider and determine any other matter which the Members determine by Resolution should be considered by the Building Management Committee;

(g) operate, maintain, renew and replace the Shared Facilities;

(h) deal with and make decisions about Shared Facilities;

(i) change or add to the Shared Facilities;

(j) make payments from the Administrative Fund and the Capital Works Fund;

(k) effect Insurance according to the Law and this Deed;

(l) monitor the performance by Members and the Member Land Users of their obligations under the Act and this Deed;

(m) arrange for the maintenance of Shared Facilities and other contracts so the Insurances required under this Deed are not affected;

(n) monitor the performance of the Manager;

(o) monitor the performance of service contractors engaged by the Building Management Committee; and

(p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Building Management Committee under this Deed.

17.2 Power to do work

The Building Management Committee may do anything in the Building which a Member or Member Land User should have done under this Deed but which they have not done, or in the opinion of the Building Management Committee acting reasonably, the Member or Member Land User has not done properly.

17.3 Entry

The Building Management Committee may enter the affected part:

(a) of the Building and stay there for as long as necessary and to do what is required to remedy under Clause 17.2; or

(b) in an Emergency.

17.4 Costs

The Member or Member Land Users who has not completed properly what it must have done under this Deed, is liable to pay the costs of the Building Management Committee for such works, within seven (7) Business Days after such works are completed.

17.5 Liability

The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage materially and substantially caused by the Building Management Committee's negligence or the Building Management Committee's agents or representatives negligence).

17.6 Appointment as Attorney

Each Member appointments the Building Management Committee as its agent and attorney to enable the Building Management Committee or a person appointed by the Building Management Committee to take any action authorised by a Resolution made by the Building Management Committee according to this Deed.

17.7 Proceedings by Member

Nothing in this Deed prevents a Member from taking legal proceedings in its own name.

17.8 Decisions of Building Management Committee

The Building Management Committee may make decisions only according to this Deed:

(a) at a properly convened Meeting; and

(b) by Resolution, Special Resolution or Unanimous Resolution.

17.9 Power to enter into External Contracts

The Building Management Committee has the power to enter into contracts or arrangements or to appoint third parties to assist the Building Management Committee to perform its functions and to comply with its obligations under this Deed.

17.10 Making By-Laws

The Building Management Committee may make By-Laws to assist in the proper management, operation, maintenance and control of the Building. However

(a) when the Building Management Committee makes a By-Law it must take into account the mixed use nature of Building and the various components in the Building; and

(b) the By-Laws must not be inconsistent with this Deed. If there is an inconsistency between this Deed and the By-Laws, this Deed prevails.

18. Rights and Obligations of Members

18.1 General Obligations of Members

The Members must;

(a) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this Deed;

(b) ensure the Insurance is effected and maintained in accordance with Clause 35, the Act and this Deed;

(c) pay any cost incurred as a Shared Cost in the relevant proportions specified in this Deed or as determined in accordance with this Deed;

(d) comply with the decisions of the Building Management Committee;

(e) implement decisions of the Building Management Committee;

(f) comply with the By-Laws;

(g) comply with the Act and this Deed; and

(h) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Deed.

18.2 Voting Rights

Members have the right to vote at Meetings according to Clause 25.

18.3 Nature of Members Obligations

(a) The obligations of the Members under this Deed are several and not joint and no Member incurs a liability to another party by reason of default of the other Member.

(b) Each Member:

(i) must promptly comply with its obligations contained or implied in this Deed; and

(ii) is responsible for its own acts and those of its Member Land Users in occupying or using parts of another Members property and releases that other Member and its Member Land Users from any costs, claims or liability unless the other Member or its Member Land Users have been negligent.

18.4 Maintenance Obligations

Subject to the Deed, except for the Shared Facilities and the Agreed Easements, each Member and Member Land Users must:

(a) maintain and keep in good repair that part of the Building owned or occupied by the Member or its Member Land Users; and

(b) maintain and keep in good repair the external appearance of the Building owned or occupied by the Member or its Member Land Users.

18.5 Members Responsibility

The Members:

(a) are liable for damages for the loss caused to another Member or its Member Land Users properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Members property; and

(b) *releases the other Member or its Member Land Users from any costs, claims or* liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

19. Offices of the Committee

19.1 Office Bearers

The Building Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

19.2 Who may be Officers?

An Officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Manager.

19.3 Officers and Compliance

An Officer must perform their functions according to this Deed, the Act and the directions of the Building Management Committee.

19.4 Appointment of Officers

The Building Management Committee:

(a) must appoint its Officers within three (3) months of establishment of the Building Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

20. Functions of Officers

20.1 The Secretary

In addition to the functions elsewhere in this Deed, the functions of the Secretary are to:

(a) convene Meetings;

(b) prepare notices and agendas for Meetings;

(c) prepare and distribute minutes of Meetings;

(d) serve notices for the Building Management Committee;

(e) answer communications sent to the Building Management Committee;

(f) perform administrative and secretarial functions for the Building Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Building Management Committee according to this Deed and the Act;

(h) forward copies of the records prepared under Clause 20.1(g) to the Manager, within a reasonable time after they are prepared (if the Secretary and the Manager are not the same person or entity); and

(i) make the records of the Building Management Committee available for inspection according to Clause 39.

20.2 The Treasurer

In addition to the functions elsewhere in this Deed, the functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Administrative Fund and the Capital Works Fund;

(b) prepare (or arrange the preparation of) Financial Statements for the Building Management Committee;

(c) prepare (or arrange the preparation of) audit reports for the Funds;

(d) send Levy Notices to Members for the amount payable by each Member to the *Administrative Fund and the Capital Works Fund for a Levy Period*;

(e) receive, acknowledge, bank and account for Levies and other monies paid to the Building Management Committee;

(f) keep accounting records for the Building Management Committee;

(g) pay accounts of the Building Management Committee; and

(h) provide a copy of the accounting reports prepared under Clause 20.2(f) to the Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Manager are not the same person or entity).

20.3 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting, at which the Chairperson is present. If the Chairperson does not attend a Meeting and Emergency Meeting, *then the Building Management Committee may appoint another Representative, Replacement* Representative or the Manager to preside over that particular Meeting and Emergency Meeting as Chairperson.

21. Submissions to the Building Management Committee

21.1 Proposals

A Member or the Manager may submit to the Building Management Committee a proposal for one or more of the following:

(a) provision or variation of any Service which traverses through more than one Member's property to or within the Building;

(b) amendment of this Deed;

(c) repair, renewal, replacement or acquisition of any Shared Facility;

(d) entry into, variation of or termination of a maintenance agreement or Insurance policy for the Building;

(e) alteration of the apportionment of Shared Costs for Members; and

(f) consideration of any other matter to which this Deed applies.

21.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Clause 21.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative.

22. Meetings of the Building Management Committee

22.1 Types of Meetings

The two types of meetings of the Building Management Committee are General Meetings and Emergency Meetings.

22.2 Convening Meetings

The Building Management Committee must convene a Meeting:

(a) within three (3) months after the establishment of the Building Management Committee;

(b) at least every six (6) months;

(c) if the Building Management Committee decides to hold a Meeting; or

(d) if requested by notice in writing by a Member, not being a Defaulting Member, setting out the issue or proposal required to be addressed in the Meeting.

22.3 Emergency Meetings

If the Building Management Committee receives a notice under Clause 22.2(d) and there is an Emergency the Building Management Committee must hold the Meeting within five (5) Business Days or sooner from the day the Building Management Committee receives the notice from the Member.

22.4 Electronic Meetings

Meetings may be held using electronic means.

23. Notices and Agenda

23.1 Period of Notice

The Building Management Committee must give each Member at least seven (7) days' notice of a Meeting. In the case of an Emergency shorter notice may be given.

23.2 Information to be included in the notice

Notice must be given to each Member in writing and include:

(a) the time, date and venue of the Meeting; and

(b) an agenda for the Meeting.

23.3 Agenda for a Meeting

The agenda for a Meeting must:

(a) include the terms of motions for Resolutions and whether the motion is required to be passed by Special Resolution or Unanimous Resolution. The Members

acknowledge that matters which are not on the agenda cannot be voted upon by the Meeting;

(b) include motions that Members have requested in writing be included on the agenda; *and*

(c) include a motion to adopt the minutes of the last Meeting.

24. Conduct of Meetings

24.1 Powers of the Building Management Committee

Subject to this Deed and the Act, the Building Management Committee may meet to conduct its business, adjourn and otherwise regulate Meetings as it thinks fit.

24.2 Quorum

Each Member must attend to constitute a quorum for any Meeting of the Building Management Committee.

24.3 Failure to obtain a quorum

If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned for at least two (2) Business Days at a time and place to be determined (**Adjourned Meeting**).

24.4 Reduced Quorum

At least two (2) Members must attend to constitute a quorum for an Adjourned Meeting or an Emergency Meeting of the Building Management Committee.

24.5 Decisions in Writing

The Building Management Committee may make decisions in writing without holding a Meeting if:

(a) the Building Management Committee serves on the Members according to this Deed notice of the Meeting and the motions to be considered by the Building Management Committee; and

(b) the required Members have approved each motion within the notice in Clause 24.5(a) in writing.

24.6 Attendance at a Meeting

An owner of a Unit within a Units Plan of the Building may attend a Meeting but can only address the Meeting by a Unanimous Resolution of the Building Management Committee.

24.7 Building Management Committee Meeting Minutes

The Building Management Committee must prepare, keep and maintain:

(a) notices and agendas for Meetings; and

(b) minutes of all Meetings and distribute those minutes to each Member within fourteen (14) days after the relevant Meeting.

25. Voting

25.1 Voting

At all Meetings of the Building Management Committee a Member is entitled through its Representative or Representatives to exercise the following votes:

(a) Childcare - 1 vote;

(b) Commercial - 6 votes; and

(c) Residential - 3 votes.

25.2 Chairperson

The Chairperson does not have a casting vote at Meetings or Emergency Meetings of the Building Management Committee.

25.3 Instructions by a Member

A Representative or Replacement Representative (or proxy) for a Member entitled to vote must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

26. Building Management Committee Decisions

26.1 Decisions

The Building Management Committee may make decisions by a Resolution, Special Resolution or Unanimous Resolution according to this Deed.

26.2 Special Resolution Required

In addition to the matters set out elsewhere within this Deed, matters which the Building Management Committee must decide by Special Resolution are:

(a) amending this Deed;

(b) changing, adding to or extending the Shared Facilities;

(c) changing, adding or varying the Shared Costs; and

(d) the repayment in part or whole of the Fund to Members.

27. Consents by the Building Management Committee

27.1 Consents

(a) The Building Management Committee may give consents under this Deed at a Meeting.

(b) The Building Management Committee may:

(i) revoke its consent at any time; or.

(ii) give consent with or without conditions.

27.2 No requirement for Consents

Provided consent from the relevant Owners Corporation has been obtained, an owner or occupier of a Unit may carry on any use or carry out any refurbishment works, fitout and modification to the interior or shopfront of a Unit or to the Excluded Services without the need for consent from the Building Management Committee provided the refurbishment works, fitout and modifications comply with the Law and consent required by Law or are not works of a structural nature.

27.3 Compliance

Compliance with Clause 27.2 does not relieve any person from an obligation to obtain compliance with or consent under the Rules of the relevant Owners Corporation.

28. Shared Facilities

28.1 The Shared Facilities

The Shared Facilities include:

(a) facilities and services in the Building that are:

(i) used by two (2) or more Members; or

(ii) located on the land of a Member but used by other Members,

(b) the Shared Facilities (with a description of each) in Schedule 13, and as shown on the Shared Facilities Plan;

(c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of the Building;

(d) any rooms or areas in which Shared Facilities are located;

(e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(h) the inspection of Shared Facilities (if applicable) by any Authority; and

(i) the certification of Shared Facilities for the purpose of the Law.

28.2 Management of Shared Facilities

Subject to this Deed, the Building Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Building Management Committee may appoint and contract with parties to assist in the performance of its functions for Shared Facilities.

28.3 Right to Use Shared Facilities

The Shared Facilities are available for use and enjoyment by each Member and the Member Land Users according to this Deed.

28.4 Amending the Shared Facilities

The Building Management Committee may, by Special Resolution:

(a) add Shared Facilities if it identifies new Shared Facilities;

(b) change existing Shared Facilities;

(c) change the use of existing Shared Facilities;

(d) extend Shared Facilities;

(e) modify or replace existing Shared Facilities; or

(f) determine a charge for a Shared Facility where Schedule 13 does not make provision for a charge.

28.5 Members Obligations

The Members must amend Schedule 13 and/or Schedule 14 to reflect anything the Building Management Committee resolves to do under this Clause 28.4.

29. Damage to Shared Facilities

The Members and Member Land Users must:

(a) use Shared Facilities only for their intended purpose;

(b) immediately notify the Building Management Committee if they know about damage to or a defect for any Shared Facility; and

(c) compensate the Building Management Committee for any damage caused to any Shared Facility caused by them or their Members Land Users.

30. Shared Costs

30.1 Apportioning Shared Facilities Costs

Schedule 13 sets out the proportion that each Member must contribute towards the Shared Costs for the Shared Facilities.

30.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for additional Shared Facilities and Shared Services which may be determined by mutual agreement between the Members. Where an agreement cannot be reached to determine the additional Shared Facilities and/or Shared Services the matter must be referred to a Shared Facilities Consultant for determination.

30.3 Inclusions in Shared Costs

Subject to Clause 30.2 and the description of each Shared Facility in Schedule 13, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by an Authority; and

(e) the certification of Shared Facilities for the purposes of the Law.

30.4 Amendment of Shared Costs

The Building Management Committee, by Special Resolution, may change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(a) the Shared Costs for Shared Facilities will be more fairly divided; and

(b) the fairness of the division of Shared Costs is supported by at least two expert consultants' reports (unless all Members agree to waive this requirement).

30.5 Review of Shared Costs

(a) The Building Management Committee must review the Shared Costs in Schedule 13 in the manner required by this clause.

(b) The Building Management Committee must review the Shared Costs as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.

(c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a person to conduct a review of the Shared Costs as a result of the change;

(ii) the Building Management Committee must instruct the appointed party:

A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to complete the review and make the determination within 28 days of the appointment.

(d) A 5-year review must take place as follows:

(i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review and the relevant 5 year review;

(ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

(iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Costs as a result of that change (it may be the same consultant appointed pursuant to Clause 30.5(d)(ii));

(iv) the Building Management Committee must instruct the consultant:

A. to make a determination based on the assumption that, other than the identified change, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to make the determination within 28 Business Days of the appointment; and

C. if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5-year review.

(e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.

(f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

(g) The Shared Facilities Consultant must be a party who has experience in identifying Shared Facilities and their cost allocation.

31. Funds to be established

31.1 The Fund

In order to pay the Shared Costs, the Building Management Committee must established within three (3) months after this Deed is registered, the:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

31.2 Administrative Fund

The Building Management Committee must use the Administrative Fund to pay the Shared Costs in relation to the operation and maintenance of the Shared Facilities which are not Capital Works Fund costs.

31.3 Capital Works Fund

The Building Management Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature.

32. Preparation of Budgets

32.1 *Preparation of Budgets*

The Building Management Committee must prepare a Budget for each Levy Period showing how much money or monies will be required for;

(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

32.2 Timeframe for First Budget

The Building Management Committee must prepare the first Budget within three (3) months after this Deed is registered.

32.3 Preparing Budgets

Subject to this Deed, the Building Management Committee must prepare a Budget for each Levy Period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Building Management Committee will receive in that period.

32.4 Budget Details

A Budget must contain itemised details of:

(a) *each Shared Facility and Shared Costs for which a Member is responsible to* contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

32.5 Budget Requirements

The Building Management Committee must budget enough money to comply with its obligations under this Deed and the Law.

33. Levies

33.1 Levies

(a) The Building Management Committee must Levy Members, and Members must *pay, for the Shared Facilities according to Schedule* 13.

(b) If Schedule 13 does not make a provision for a charge for the Shared Facility, then the Building Management Committee may determine the charge by Special Resolution.

(c) The Building Management Committee must:

(i) issue a Levy Notice to each Member to cover the Budget prepared by the Building Management Committee under Clause 32; and

(ii) the amount of the Levy Notice must be consistent with the Budget;

(iii) the first payment under the Levy Notice must be due and payable within three (3) months after this Deed is registered; and

(iv) Levies are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Building Management Committee).

33.2 Levy Notice

(a) A Levy Notice must:

(i) be in writing;

(ii) give each Member at least thirty (30) days' notice before payment under the Levy Notice is due;

(iii) detail:

A. the total contribution amount of the Levy;

B. the portion of the contribution the Member must pay; and

C. the date the payment is due.

(b) If the Building Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

33.3 Banking money and interest on accounts

The Building Management Committee must deposit all contributions and other money paid to the Building Management Committee by Members or otherwise into the bank or building society accounts for the Fund.

33.4 Drawing from accounts

The Building Management Committee may withdraw money from the Fund only to meet its obligations under or arising from this Deed.

33.5 Late payments

Without affecting the rights of the Building Management Committee in relation to any late payment, a Member must on demand pay Interest on any unpaid Levies or other sum payable under this Deed that is not paid on the date on which it is due, calculated from the date that is fourteen days from but excluding the date when the Levies or other sum was due to and including the date on which it is paid.

33.6 Debt

(a) The Building Management Committee may recover unpaid contributions and other money owed to it under this Deed as a debt.

(b) Each Member agrees the Building Management Committee (or a person appointed by the Building Management Committee) may act as agent for all the Members and take legal proceedings about:

(i) the failure of a Member to pay Administrative Fund contributions or Capital Works Fund contributions; and

(ii) the failure of a Member or its Member Land User to comply with their obligations under this Deed.

33.7 Legal Fees

The Building Management Committee may recover any costs incurred including legal fees for unpaid contributions and other money owed to it under this Deed.

33.8 Dealing with Surplus Funds

(a) If there is surplus money in the Fund at the end of a budget cycle under this Clause 33.6(b), the Building Management Committee may distribute it between the Members in shares decided by the Building Management Committee.

(b) When deciding the shares for the distribution of surplus money according to this Clause 33.6(b), the Building Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds.

(c) The Building Management Committee may decide to distribute surplus Funds under this Clause 33.6(b) only by Special Resolution.

33.9 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

33.10 Defaulting Member

(a) If a Member fails to comply with a valid Levy Notice that Member is not a Defaulting Member until:

(i) the Building Management Committee (or the Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within seven (7) days of service of that notice ('Default Notice'); and

(ii) the Member has failed to pay the money necessary to remedy the default within the time set out in the Default Notice.

(b) The Building Management Committee (or the Manager) is not entitled to serve on a Member a notice under Clause 33.10(a)(i) if:

(i) the Member has served a notice seeking reasonable clarification of an amount in accordance with Clause 33.12 and is complying with the requirements of that Clause 33.12; or

(ii) the Building Management Committee has failed to comply with its obligations in this Clause 29.

33.11 Obligations of Members on Default by a Member

If a Member to whom a Levy Notice has been given is a Defaulting Member, the following apply:

(a) on giving the Default Notice in Clause 33.10(a)(i), the money payable by the Defaulting Member may be recovered by the Building Management Committee from the Defaulting Member as a debt due and owing together with Interest computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(b) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Building Management Committee is entitled to exercise a vote at any Building Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in Clause 24.2 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Building Management Committee under Clause 22.2(d) or submit a proposal to the Building Management Committee under Clause 21.

33.12 Clarification

If a Member requires clarification of an amount it is requested to pay under this Deed or a Levy Notice it may within seven (7) days of receipt of the Levy Notice notify the Building Management Committee (or the Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

33.13 Insufficient funds

The Building Management Committee must levy Members for additional contributions to the Fund if it cannot pay its debts for a Levy Period contribution period.

33.14 Additional Funds Meeting

The Building Management Committee must convene a Meeting to determine additional contributions and include in the notice of the Meeting a revised Budget for the remainder of the Levy Period which shows:

(a) how much money the Building Management Committee will need for the remainder of the Levy Period for the Fund for which the additional contribution will be levied; and

(b) income which the Building Management Committee knows it will receive for that Fund during the remainder of the Levy Period.

34. Financial Statements

34.1 Preparing Financial Statements

Within two (2) months after the end of each Levy Period, the Building Management Committee must:

(a) have its accounts audited by a qualified auditor; and

(b) prepare Financial Statements for each of its accounts.

34.2 Financial Statements

The Building Management Committee must prepare Financial Statements for the Funds:

(a) from the date of the last Financial Statement to within two (2) months after the start of the next Levy Period; and

(b) where possible, in time for Members which are a corporation to include in their budget that Member's portion of Shared Costs under this Deed.

34.3 Details of Financial Statement

Each Financial Statement must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) the balance of the Fund;

(d) contribution arrears for each Member; and

(e) other relevant information.

35. Insurance

35.1 Required Insurances

The Building Management Committee must effect and maintain Insurance with a reputable insurer for:

(a) the full insurable value of the structure of the Building in accordance with the Act, the *Unit Titles Act 2001* (ACT) and the *Unit Titles (Management) Act 2011* (ACT);

(b) public liability insurance over the Servient Tenement and the Dominant Tenement for liability not less than $20,000,000.00 for any one claim or such higher amount as the Building Management Committee may resolve from time to time;

(c) machinery breakdown insurance (if applicable) for the Shared Facilities which is not covered under warranty; and

(d) workers compensation insurance if required by Law.

35.2 Policies

All policies under this Clause 35 are to be taken out in the names of the Members, and, if applicable, note the interest any mortgagees holding under a registered mortgage, for their respective rights and interests.

35.3 Insurance Records

Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Manager). A copy of all Insurance policies must be supplied to each Member upon request.

35.4 Office Bearers Liability Cover

The Building Management Committee must effect as a Shared Cost office bearers' liability cover for all Representatives and Replacement Representatives of the Building Management Committee.

35.5 Valuation

(a) The Building Management Committee must have the Building valued for insurance purposes at least every five (5) years from the date this Deed is registered, or as prescribed from time to time by the Law. The valuation must be done by a qualified valuer or quantity surveyor who has:

(i) a minimum of five (5) years' experience; and

(ii) is experienced in valuing for insurance purposes mixed use developments similar to the Building.

(b) The Building Management Committee must have the first valuation carried out within six (6) months after this Deed is registered.

35.6 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 13.

35.7 Total or Partial Destruction of the Building

If the Building or any part of the Building is totally destroyed or so extensively damaged as to *render the repair or making good of such damage impractical or undesirable, the following* alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own monies, in the relevant proportions, reinstate the Building or that part of the Building substantially in accordance with the original design for the Building or that part of the Building; or

(b) if the Members by Special Resolution agree the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent this may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 13, prepare the Land for the new building and then construct the new building in accordance with the agreed plans and specifications; or

(c) if the Members by Special Resolution agree that:

(i) the Building is not to be reinstated; and

(ii) the Building or that part of the Building is not to be rebuilt to a different design, the Members will promptly demolish the Building or that part of the Building and clear the land or that part of the land of all improvements, structures, rubbish and debris, following the demolition clearance being carried out to the satisfaction of the Members, then no Member will have a claim against another Member.

(d) If the Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

35.8 Insurance not to be avoided.

A Member must not at any time do, permit, or omit or suffer to be done, committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

35.9 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Members property in the Building, those parties will:

(a) *do so at their own risk; and*

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Members property or the Building;

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

36. Agreed Easements Insurance

(a) Commercial must effect, maintain and pay for all Insurances for areas contained in the Commercial Premises and the Agreed Easements (including the basements) and in doing so, and without limitation, Commercial must:

(i) ensure that the Insurances note the registered proprietor of the Dominant Tenement from time to time as an interested party;

(ii) review the Insurances and valuation of in respect to the building on the Servient Tenement (including the basements) at least once every 12 months; and

(iii) allow for insurance premium cost increases which may occur during the period of the Insurances and inform Childcare and Residential of such premium cost increases as soon as reasonably practicable; and

(iv) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Servient Tenement or the Dominant Tenement or the Agreed Easements; and

(v) not at any time do anything that might:

A. void or prejudice any Insurances; or

B. increase any Insurances premiums,

except with the consent of Childcare and Residential.

(b) Commercial must provide to Childcare and Residential:

(i) if requested, a copy of the valuation and any other information to confirm the Insurances; and

(ii) on an annual basis, a copy of the certificate of currency for the Insurances.

(c) Childcare and Residential, in its absolute discretion, may require that all Insurances arising out of the Agreed Easements and the interconnectedness of the Building on the Servient Tenement (including the basements) be effected and maintained either:

(i) in joint names of both Childcare and Residential and Commercial (from time to time); or

(ii) in the name of Childcare and Residential (from time to time).

37. Appointment of the Manager

37.1 Appointment of the Manager

The Building Management Committee may appoint a Manager to assist in the performance of the Building Management Committee's functions relating to the Building. The appointment and termination of the Manager under this Clause 21 may be made by a Resolution.

37.2 Delegation of Functions

Subject to Clause 37.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Manager.

37.3 Restricted Functions

The Building Management Committee may not delegate the following functions to the Manager:

(a) *functions which the Building Management Committee may exercise only by Special* Resolution;

(b) functions which the Building Management Committee decides by Special Resolution may be performed only by the Building Management Committee; and

(c) the function to determine and levy the Administrative Fund and the Capital Works Fund contributions on Members.

37.4 Manager Fee

The Manager Fee for the Manager for the term of its appointment may be the amount reasonably determined by the Building Management Committee.

37.5 Manager and Building Management Committee Contract

The Building Management Committee and the Manager must enter into an agreement which must:

(a) be in writing and signed by each Member and the Manager;

(b) provide that the Manager must carry out its duties with due care, skill and diligence;

(c) reserve the power for the Building Management Committee and the Officers to continue to exercise the functions which the Building Management Committee delegates to the Manager; and

(d) have provisions regulating the rights of the Building Management Committee and the Manager to terminate the agreement if the Manager or the Building Management Committee does not perform its obligations under the agreement.

37.6 Manager Obligations

Subject to this clause, the Manager may undertake the following duties, without limitation:

(a) performing the functions of the Secretary;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Building.

37.7 Manager's Licence

The Manager must have and keep current at all times the licence or permit or certificate required by Law to be a strata managing agent.

38. Appointment of the Building Manager

38.1 Appointment of the Building Manager

The Building Management Committee may, by Resolution, on its own behalf and on behalf of a Member, contract with a Building Manager to provide management, operational, maintenance and other services and amenities to the Building.

39. Inspecting the Records of the Committee

39.1 Who is entitled to inspect the Records?

Members or an owner of a Unit following Unitisation or Residential Unitisation (or a person authorised in writing by them) (**Applicant**) may inspect the records of the Building Management Committee.

39.2 Procedure for Inspection

The Applicant must:

(a) apply in writing to the Secretary to inspect the records of the Building Management Committee; and

(b) pay the Building Management Committee an inspection fee for an amount determined by the Building Management Committee from time to time.

39.3 Time for the inspection

The Building Management Committee must allow an Applicant to inspect the Building Management Committee's records within seven (7) Business Days after the request has been made in writing and payment of the inspection fee under Clause 39.2(b).

39.4 Taking copies of records

The Applicant may take extracts from or copy the records (at their cost) but the applicant must not remove any record.

40. Owners Corporation Rules

40.1 Rights to Change

Subject to Clause 40.2, an Owners Corporation any Units Plan within the Building may independently change, alter, cancel or amend the Rules for its Units Plan, provided such change or alteration does not conflict with this Deed. If there is an inconsistency between the Rules and this Deed, the Owners Corporation for the Units Plan must amend the inconsistent Rules to make it consistent with this Deed.

40.2 No adverse affectation

An Owners Corporation any Units Plan within the Building may not change, alter, cancel or amend any Rules if the change, alteration, cancellation or amendment would have the effect of enabling the aesthetics or quality of the Building as a whole to be adversely affected.

41. Approved Contractors

(a) Only contractors approved by the Building Management Committee may do structural works to the Building and maintain, repair or replace the Shared Facilities.

(b) The Building Management Committee must appoint and make sure that contractors approved by it are at reasonable times available to maintain the Shared Facilities and do any structural works to the Building.

(c) The Building Management Committee may make a decision to approve a contractor in its absolute discretion.

42. Garbage Rooms

42.1 Shared Facility

The Garbage Rooms are Shared Facilities.

42.2 Storage

Garbage may be stored by Childcare, Childcare Land Users, Residential and Residential Land Users in the Garbage Rooms. The Building Management Committee must procure the Building Manager to remove all rubbish from the Garbage Rooms on a regular basis.

42.3 Rubbish Removal System

Childcare, Childcare Land Users, Residential and Residential Land Users must at all times comply with any rubbish removal system devised by the Building Management Committee or the Building Manager, acting on behalf of the Building Management Committee for the removal of rubbish from the Building including:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick up areas (if any);

(d) storage of rubbish;

(e) containment of rubbish;

(f) regularity of rubbish removal;

(g) segregation of rubbish; and

(h) special rubbish requirements.

42.4 Copy to be provided

The Building Management Committee will advise Childcare and Residential of its rubbish removal system.

42.5 Obligations

Childcare, Childcare Land Users, Residential and Residential Land Users must:

(a) drain and securely wrap all garbage and dispose of garbage in the garbage bins provided in the Garbage Rooms during the permitted times as set by the Building Management Committee from time to time;

(b) dispose of recyclable material in the area or recyclable bins of the Garbage Rooms designated for such purpose;

(c) drain and clean bottles and make sure that they are not broken before placing them in the area designated in the Garbage Rooms for bottle disposal;

(d) contact the Building Management Committee (or its nominee) to remove (at its cost) large articles of garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority; and

(e) deposit garbage, recyclable materials and other waste with the reasonable requirements of the Building Management Committee.

42.6 Make good

Childcare, Childcare Land Users, Residential and Residential Land Users must ensure when in the process of disposing garbage and recyclable material from the Units to the Garbage Rooms that:

(a) the garbage and recyclable material being transferred from the Childcare Premises or the Residential Premises is securely wrapped and drained and does not leak or spill over any part of the Building or the Garbage Rooms;

(b) at its cost clean up or remove anything which Childcare, Childcare Land Users, Residential or Residential Land Users may have spilled or leaked on any part of the Building or the Garbage Rooms as a consequence of transferring garbage, recyclable materials or waste from the Childcare Premises or the Residential Premises to the Garbage Rooms or otherwise.

42.7 Contravention of Laws

This Clause 42 does not allow Childcare, Childcare Land Users, Residential or Residential Land Users to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Law applying to the disposal of such waste.

42.8 Private arrangements

Childcare, Childcare Land Users, Residential or Residential Land Users must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by an Authority or by private services organised by the Building Management Committee.

43. Fire

The parties agree that:

(a) Commercial is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Commercial Premises; and

(b) Childcare is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Childcare Premises; and

(c) Residential is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Residential Premises;

(d) The Building Management Committee must enter into a maintenance contract in relation to the fire safety or control systems for the buildings on the Dominant Tenement and the Servient Tenement (**Fire Maintenance Contracts**) the costs of which are to be included in the Shared Costs.

44. Car Park

(a) The parties acknowledge that Commercial may enter into a management agreement for part of the Car Park with a third party (**Car Park Management Agreement**) to control and limit vehicular and pedestrian access through the Car Park.

(b) On or before the date of the Deed, Commercial must ensure that Childcare and Residential are provided with access cards to the Car Park (**Access Cards**) on the basis that a maximum of one Access Card per car parking space within the Car Park shall be provided.

(c) Subject to Clause 44(b), Childcare and Residential must provide Commercial with any replacement Access Cards that Commercial may require from time to time

provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in providing the additional Access Cards on demand.

(d) Childcare and Residential agrees to reprogram Access Cards as required by Commercial from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in reprogramming an Access Card.

(e) Childcare and Residential acknowledge that:

(i) Childcare and Childcare Land Users are prohibited from parking vehicles anywhere other than on the Childcare Premises; and

(ii) Residential and Residential Land Users are prohibited from parking vehicles anywhere other than on the Residential Premises.

(f) Childcare and Residential acknowledge that failure to comply with subclause 44(e) may result in additional fees and charges being payable by Commercial to Childcare and Residential and, in the absolute discretion of Childcare and Residential, the imposition of fines and removal of offending vehicles.

45. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

46. GST

46.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

46.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

46.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

46.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

47. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

48. Governing law

(a) This Deed is governed by the laws of the Australian Capital Territory.

(b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

49. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

50. Dispute resolution procedure

50.1 Commercial and Childcare and Residential to Attempt to Resolve

Commercial and Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Commercial Land Users and the Childcare Land Users and Residential Land Users as set out under this Clause 50, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Agreed Easements.

50.2 Objective

(a) Commercial and Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.

(b) Subject to Clause 50.11 and 50.12, Commercial and Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 50 has been exhausted.

50.3 Notification

(a) Commercial and Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.

(b) A notice advising of a dispute served under the preceding clause must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which Commercial and/or Childcare and Residential relies;

(iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Commercial or Childcare and Residential giving the notice;

(v) contain any particulars of the amount in dispute (if any); and

(vi) state the resolution Commercial or Childcare and Residential seeks to the dispute.

50.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 50.3, then Commercial or Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other

parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

50.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 50.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

50.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 50.4, then the party who nominated the mediators in compliance with Clause 50.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

50.7 Appointment

(a) The mediation must take place within 20 Business Days of the appointment of a mediator; and

(b) *Commercial and Childcare and Residential must provide the mediator with a written* position paper at least 7 Business Days before the mediation.

50.8 Mediation

Commercial and Childcare and Residential agrees that:

(a) both parties must endeavour in good faith to resolve the dispute at the mediation;

(b) the mediation is confidential;

(c) *all communications related to the mediation will be without prejudice;*

(d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and

(e) each party must bear its own costs of and incidental to the mediation.

50.9 Payment of fees and expenses

(a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the *mediator; and*

(b) Subject to Clause 50.8(e) and/or Clause 50.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

50.10 Failure to enter into mediation

In the event that either Commercial or Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

50.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

50.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 50, both Commercial and Childcare and Residential may at any time institute court proceedings:

(a) to seek an urgent interim determination or remedy, including injunctive relief;

(b) *in the event that any other party has failed to carry out its obligations under this* Clause 50; or

(c) if it has obtained the written consent of the other parties to do so; or

(d) if the dispute has failed to resolve at the mediation.

50.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 50 while attempts are made to resolve the dispute.

51. Notices

51.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

(a) must be in writing;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Commercial

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Residential

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Building Management Committee

Name:	[INSERT]
Address:	[INSERT]
For the attention of:	[INSERT]

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 51.1(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and

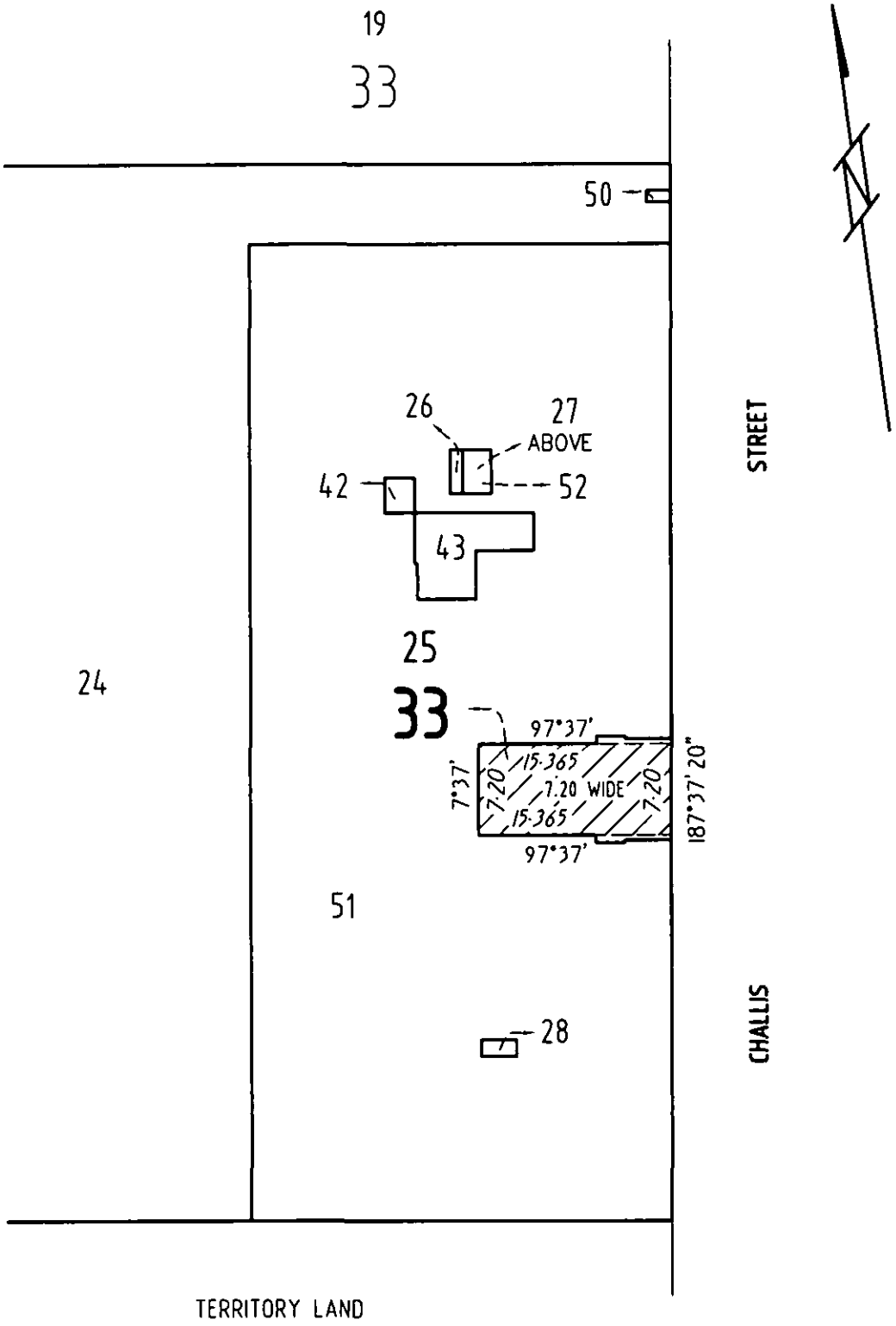
(iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

51.2 *Change of address*

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Vehicle access by Childcare and Residential - Ground Floor)



PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68

SEE X22009 FOR FULL BLOCK DIMENSIONS

1:500 Scale 0 5 10 20 METRES

Surveyed	W. CAMPBELL	
Drawn	R. FITZSIMMONS	14/05/2020
Checked		
Approved		

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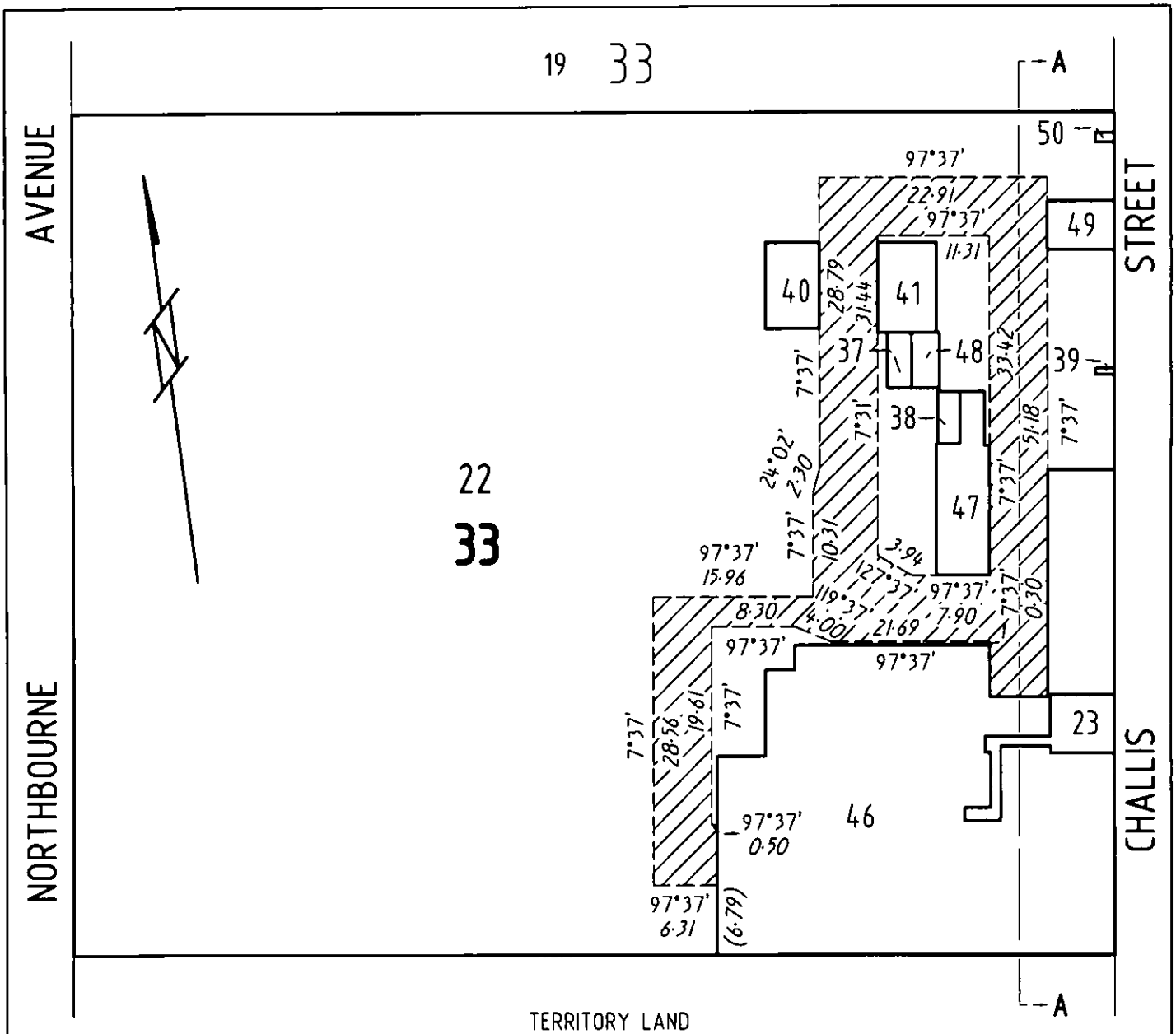
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 25 SECTION 33
DIVISION OF DICKSON

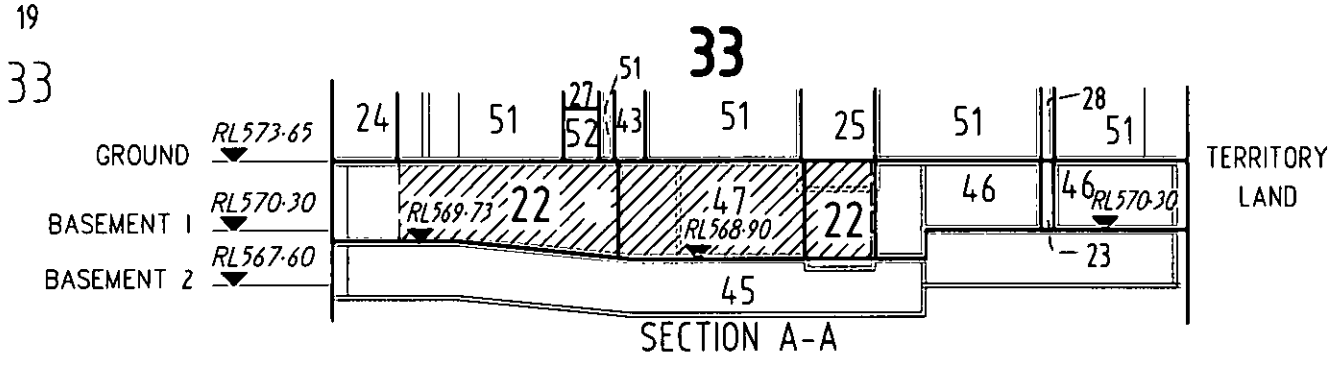
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Schedule 2 - Plan B (Vehicle Access by Residential - Basement Level 1)





PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90

SEE X22009 FOR FULL BLOCK DIMENSIONS

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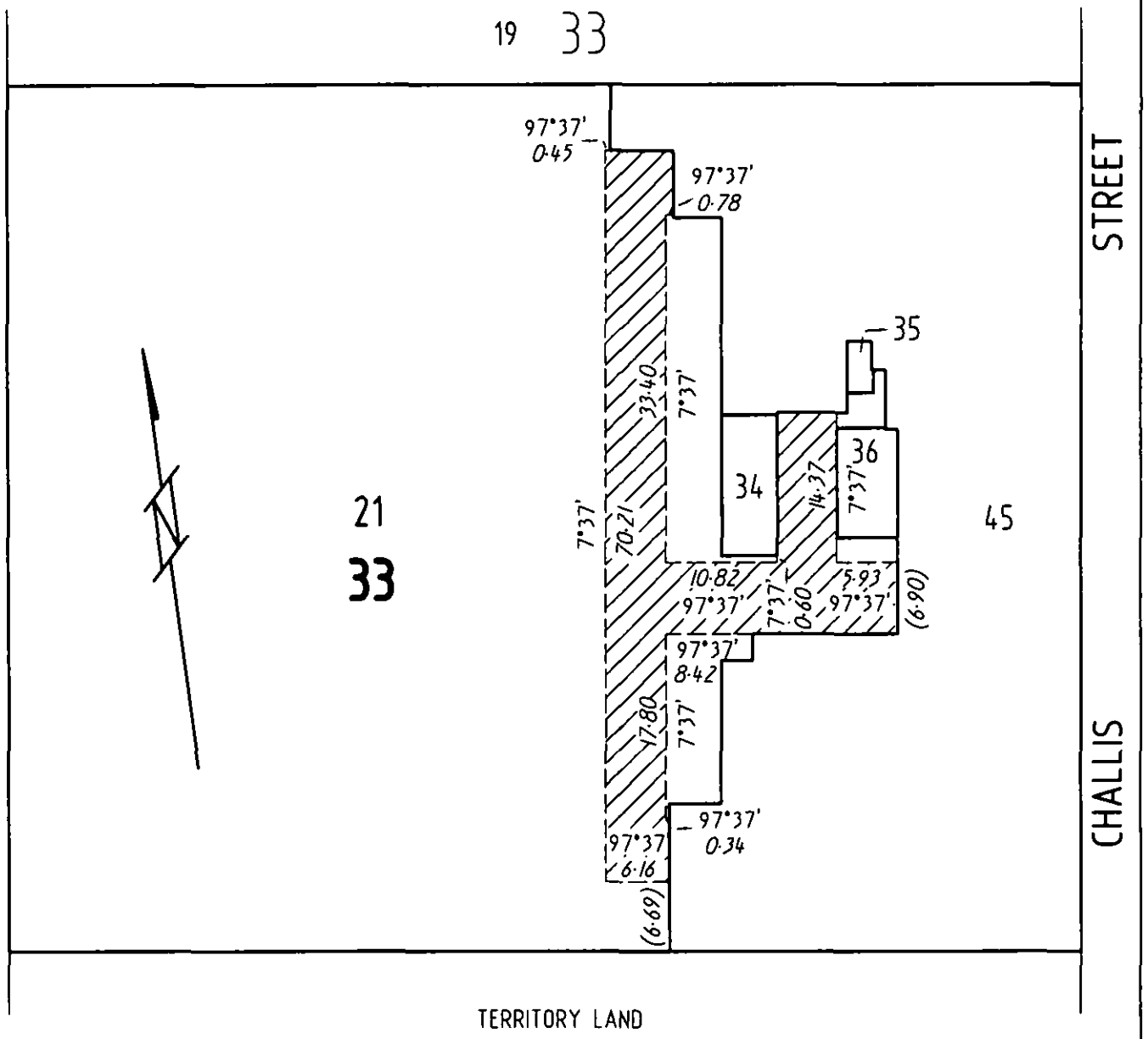
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Schedule 3 - Plan C (Vehicle Access by Residential - Basement Level 2)



PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60

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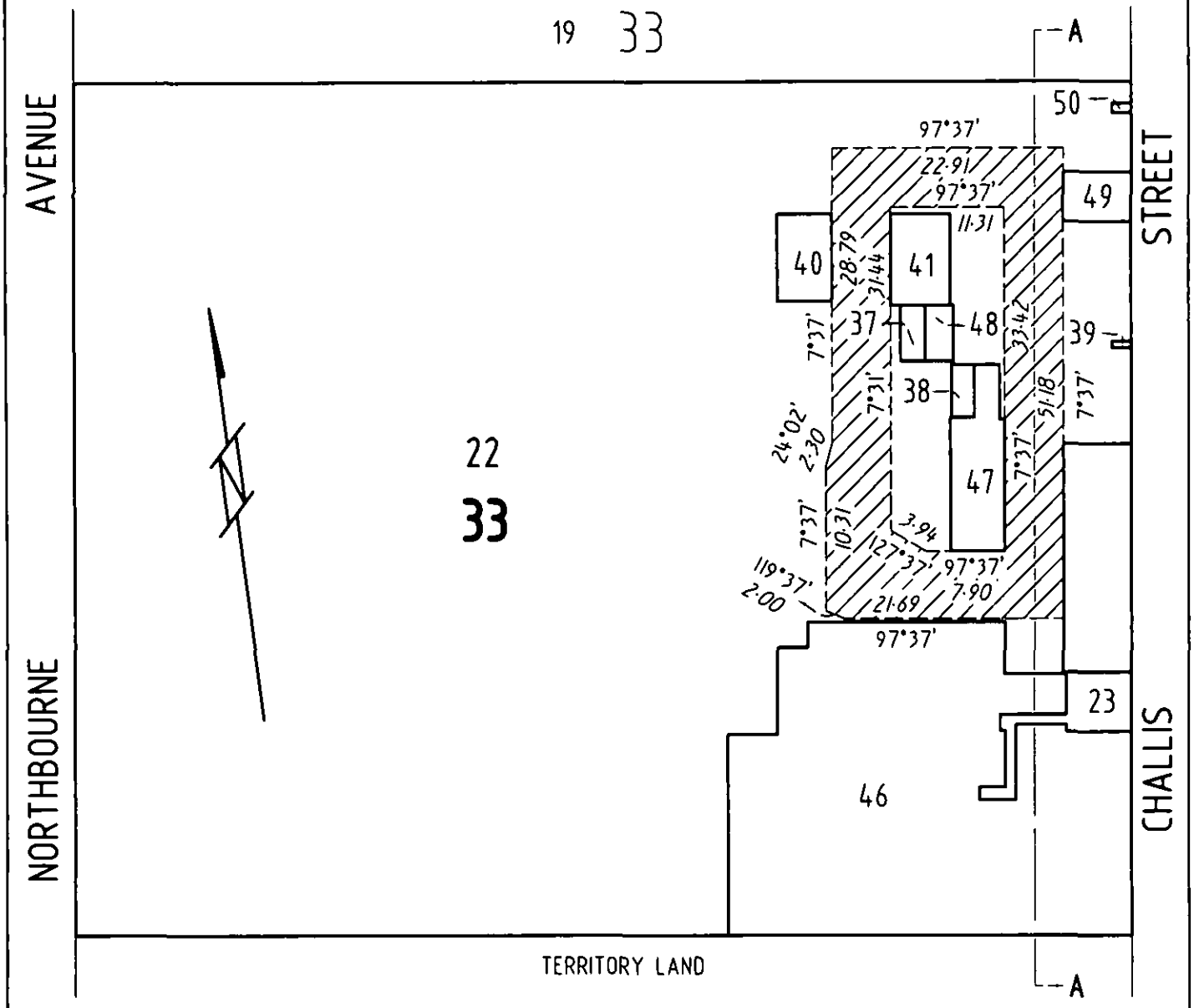
PLAN OF PROPOSED EASEMENT
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BLOCK 21 SECTION 33
DIVISION OF DICKSON

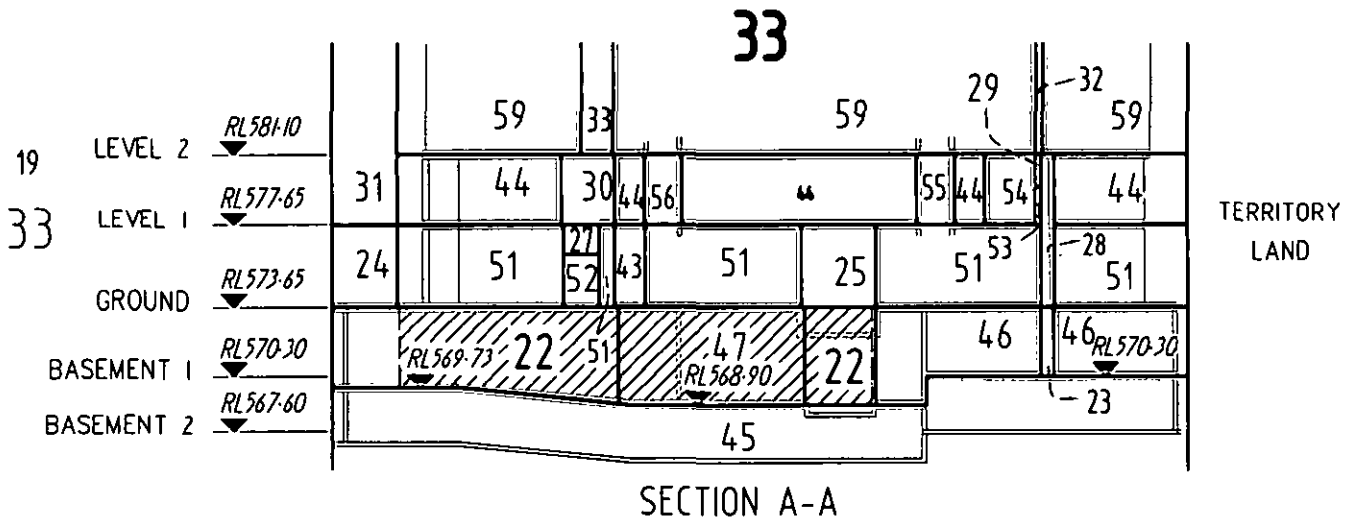
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Schedule 4 - Plan D (Vehicle Access by Childcare - Basement Level 1)





SECTION A-A

PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90

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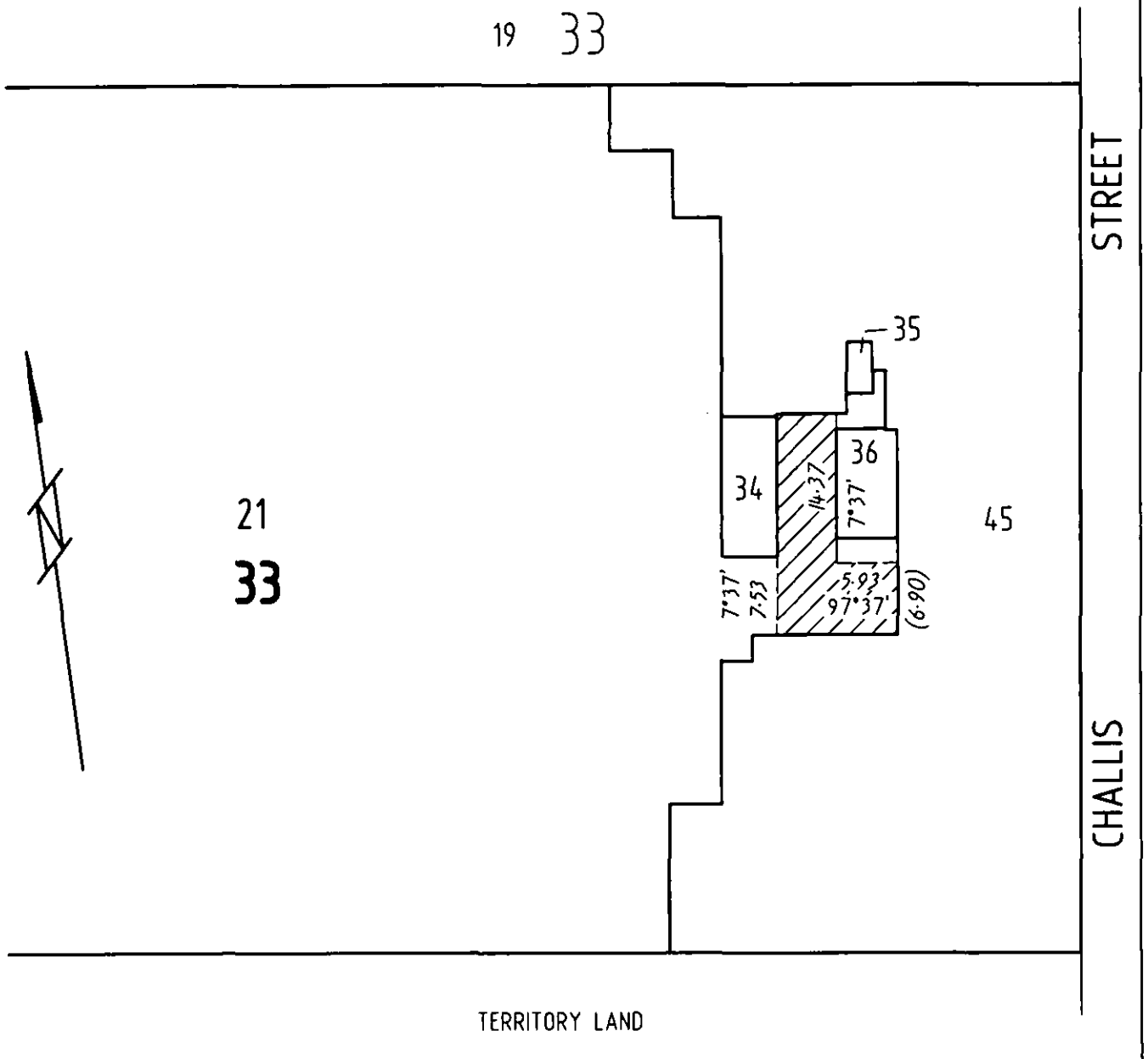
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Schedule 5 - Plan E (Vehicle Access by Childcare - Basement Level 2)



PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL570.30 AND LIMITED IN DEPTH TO RL567.60

SEE X22009 FOR FULL BLOCK DIMENSIONS

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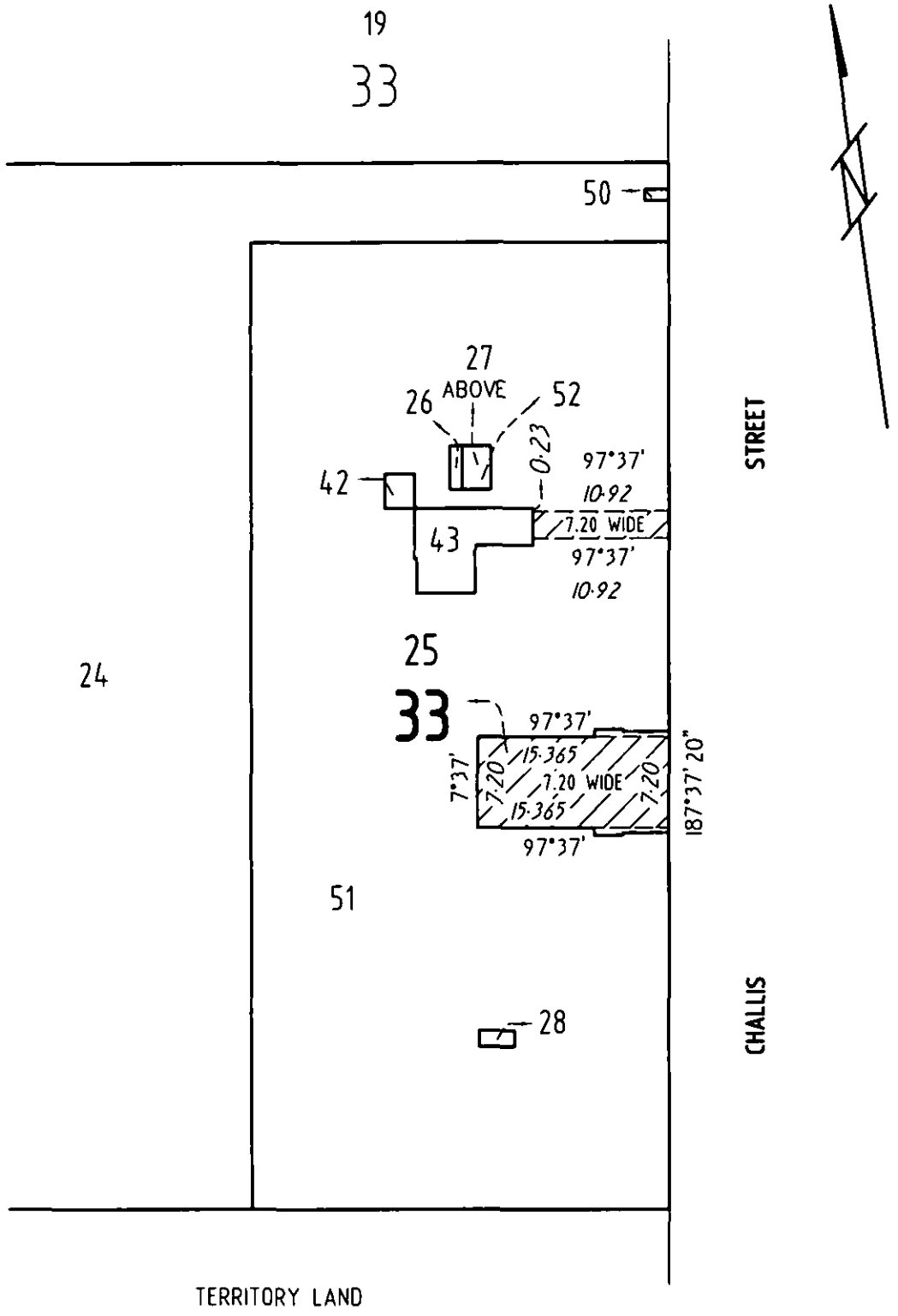
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FOR VEHICLE ACCESS
BLOCK 21 SECTION 33
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Schedule 6 - Plan F (Pedestrian Access by Childcare - Ground Floor)



PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68

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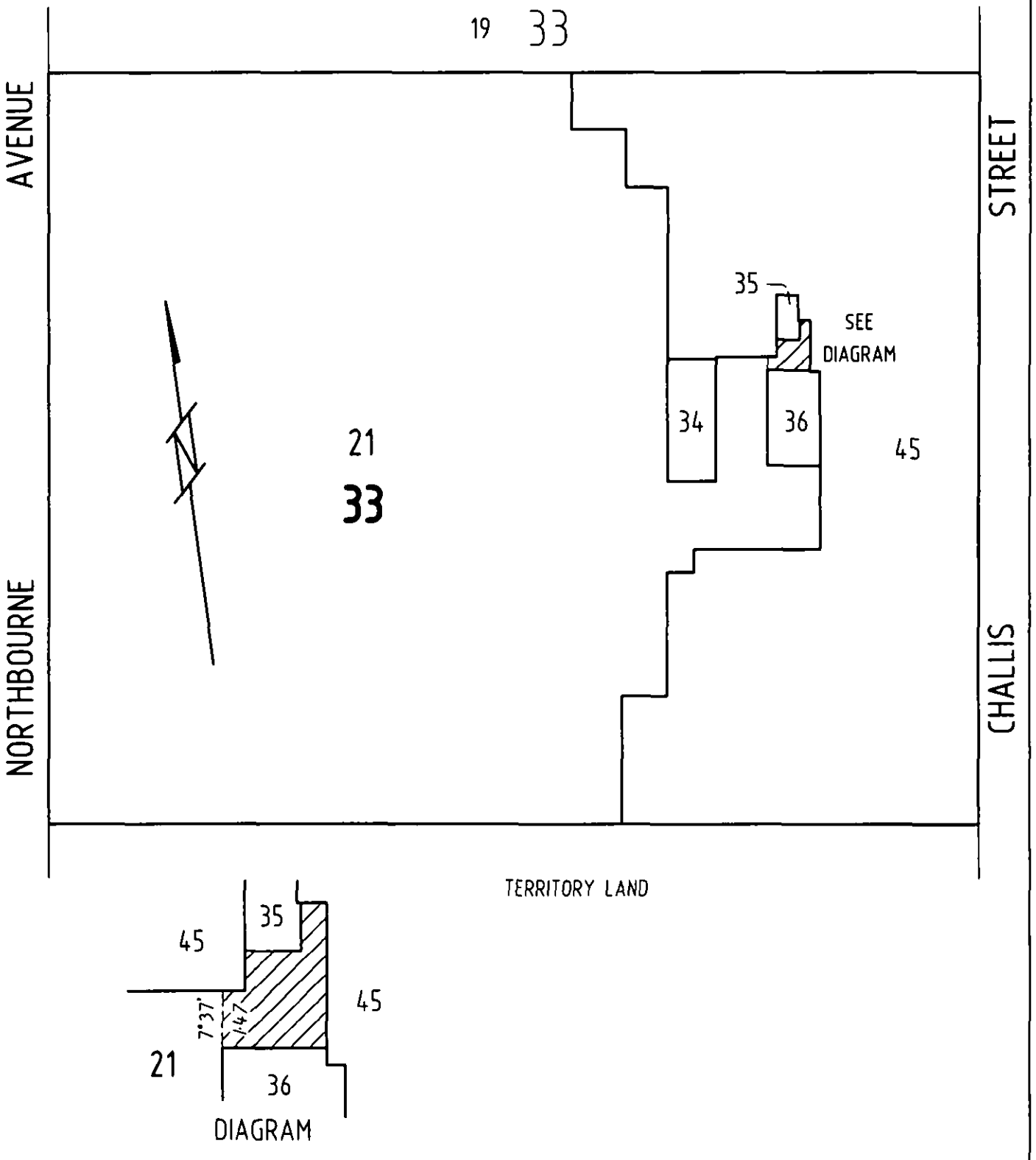
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FOR PEDESTRIAN ACCESS
BLOCK 25 SECTION 33
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Schedule 7 - Plan G (Pedestrian Access by Childcare - Basement Level 2)



PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60

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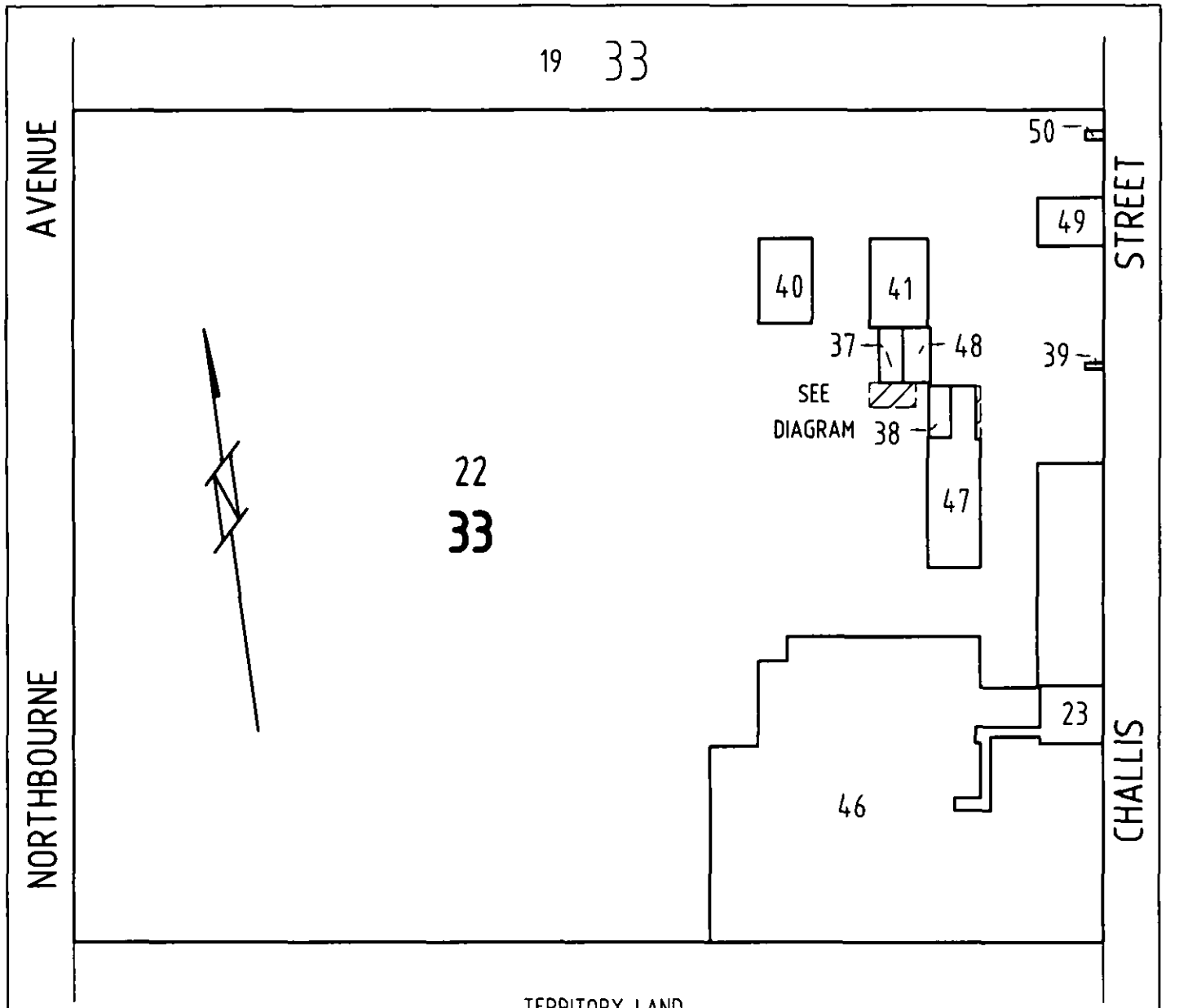
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DIVISION OF DICKSON

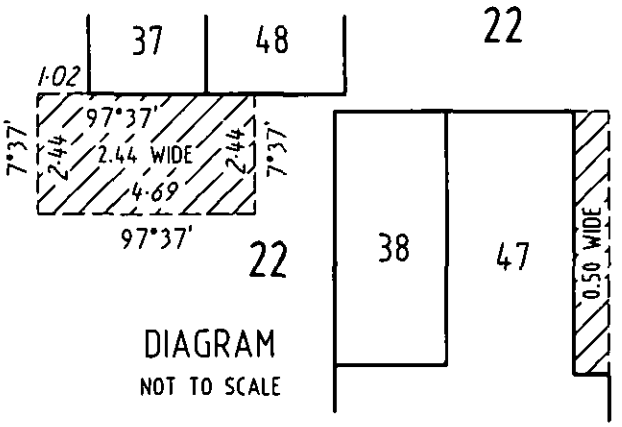
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Schedule 8 - Plan H (Pedestrian Access by Residential - Basement Level 1)





PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90

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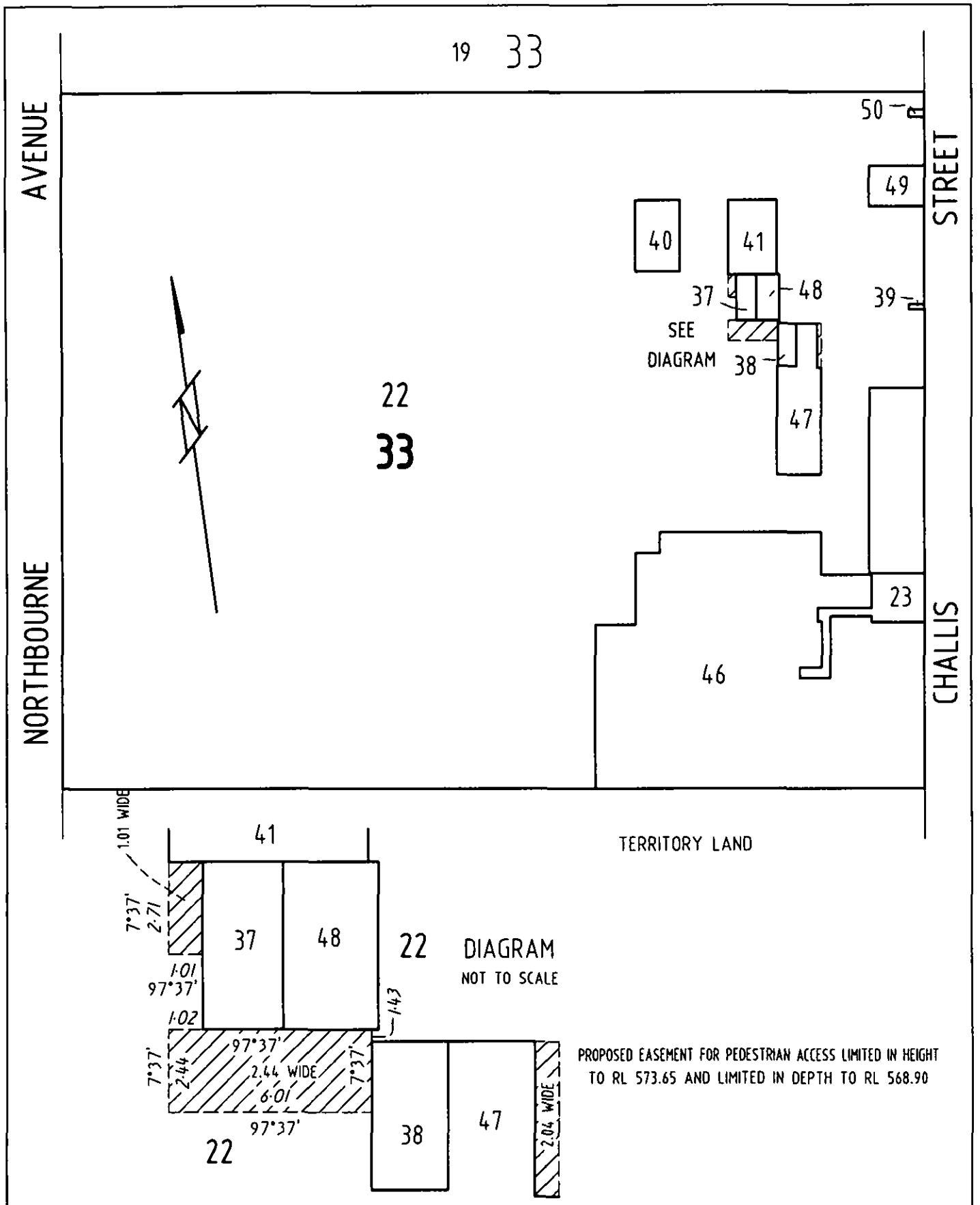
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FOR PEDESTRIAN ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Schedule 9 - Plan I (Pedestrian Access by Childcare - Basement Level 1)



PROPOSED EASEMENTS FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30

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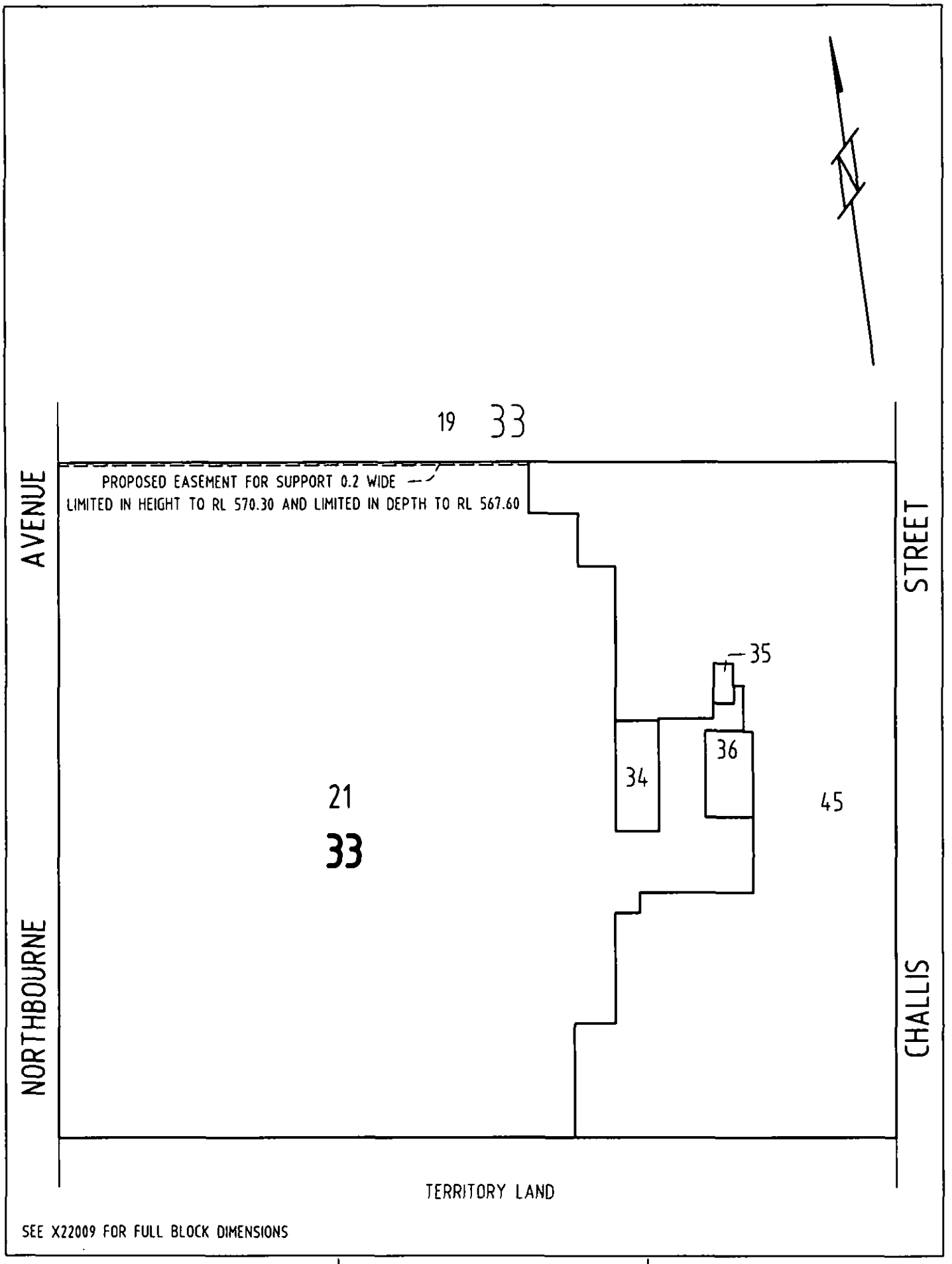
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Schedule 10 - Plan J (Support Easement)



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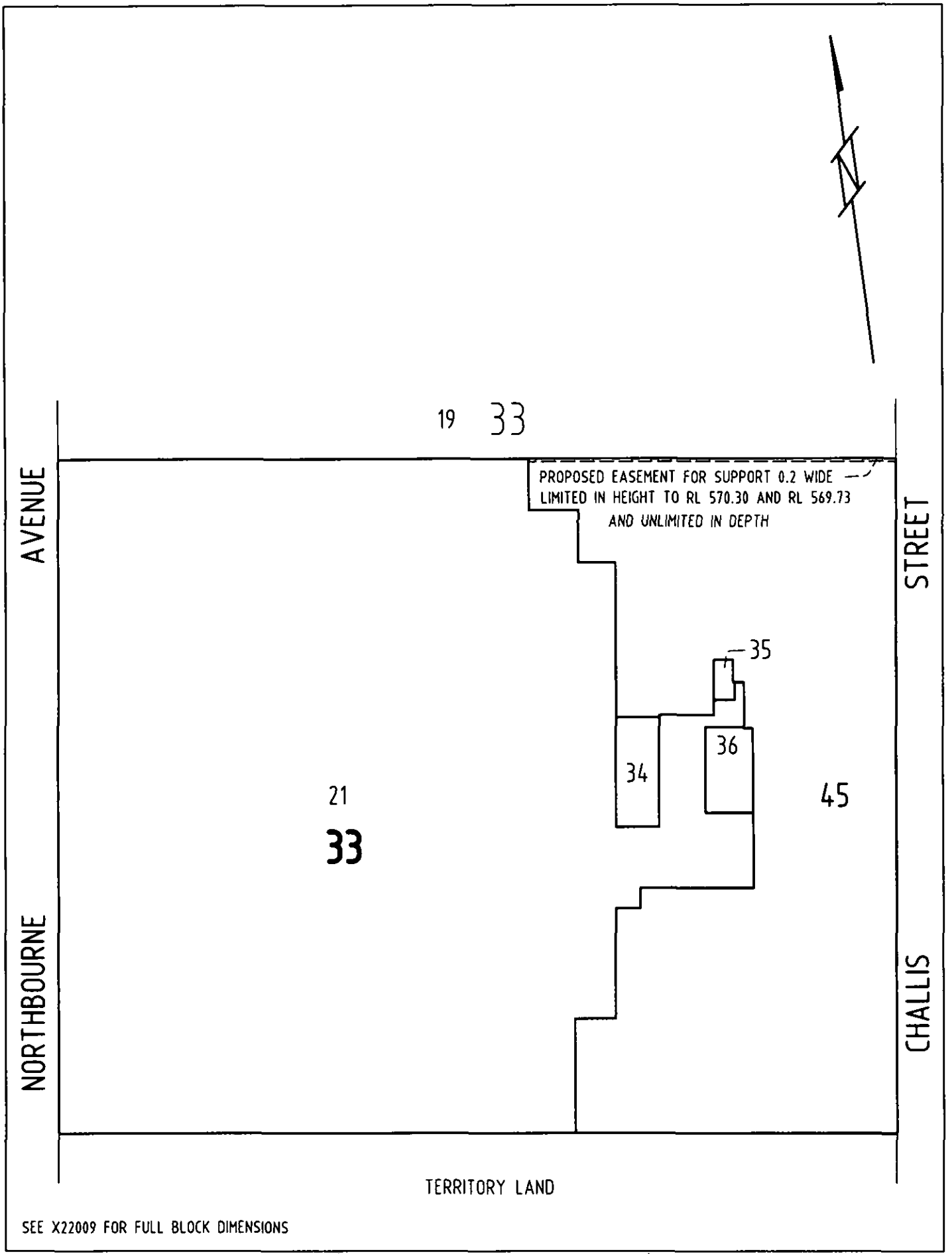
BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 21 SECTION 33
DIVISION OF DICKSON

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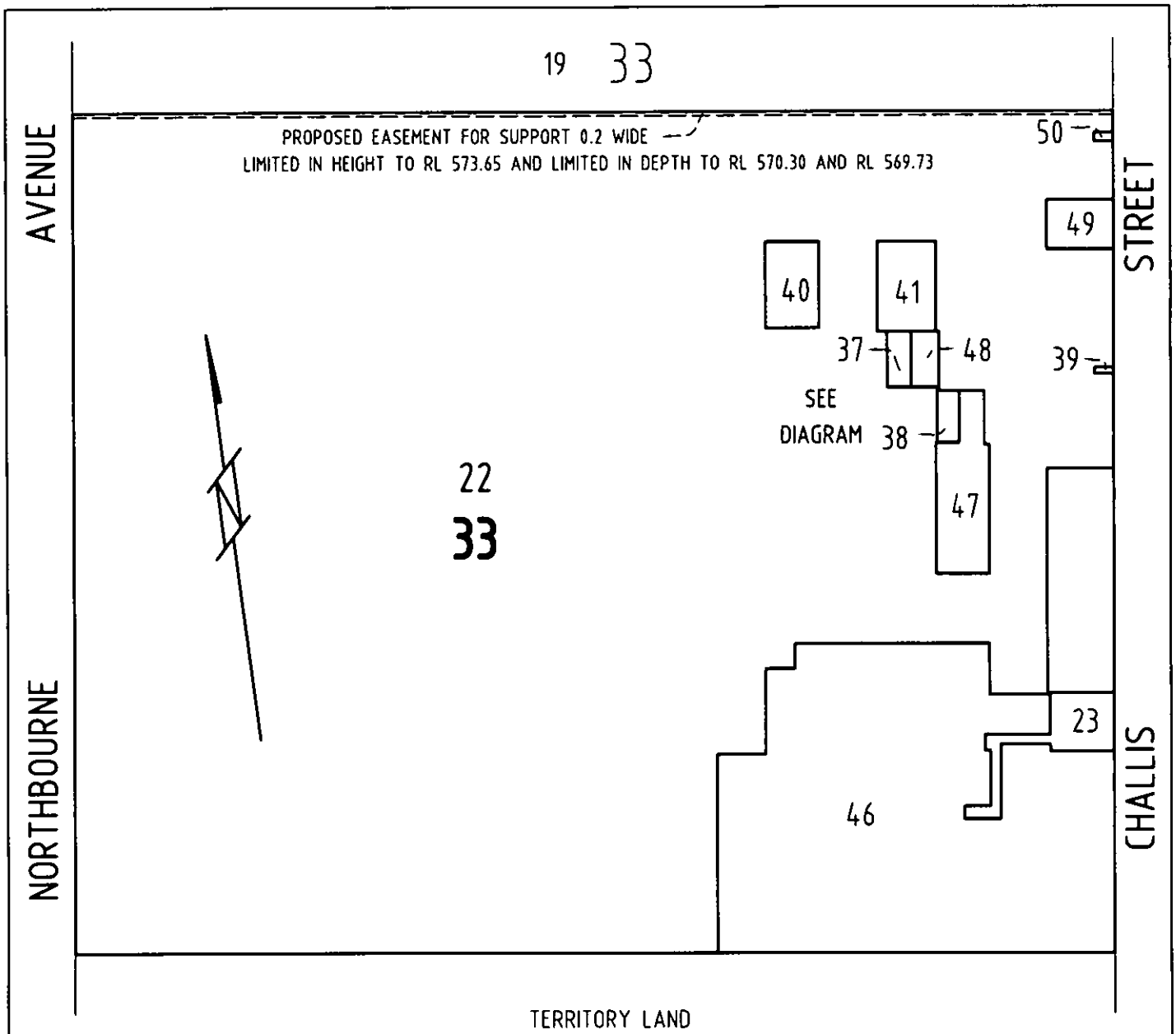
BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 45 SECTION 33
DIVISION OF DICKSON

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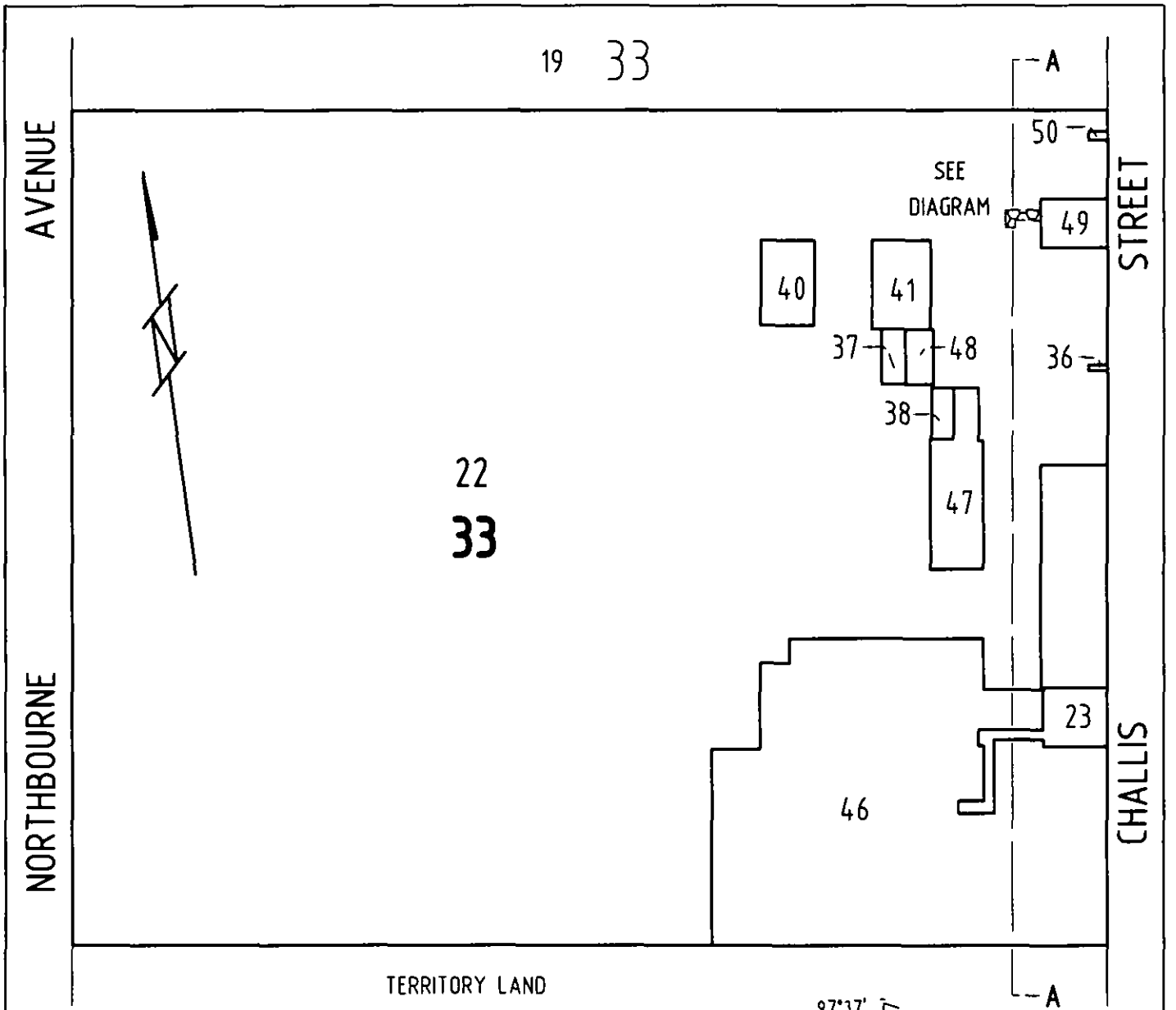
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DIVISION OF DICKSON

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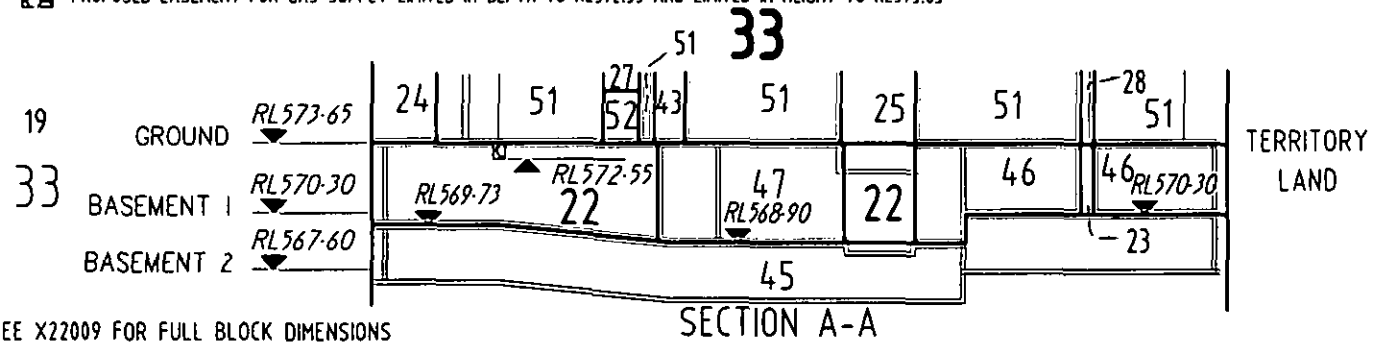
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Schedule 11 - Plan K (Utility Services and Infrastructure Easement)



PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65



SEE X22009 FOR FULL BLOCK DIMENSIONS

SECTION A-A

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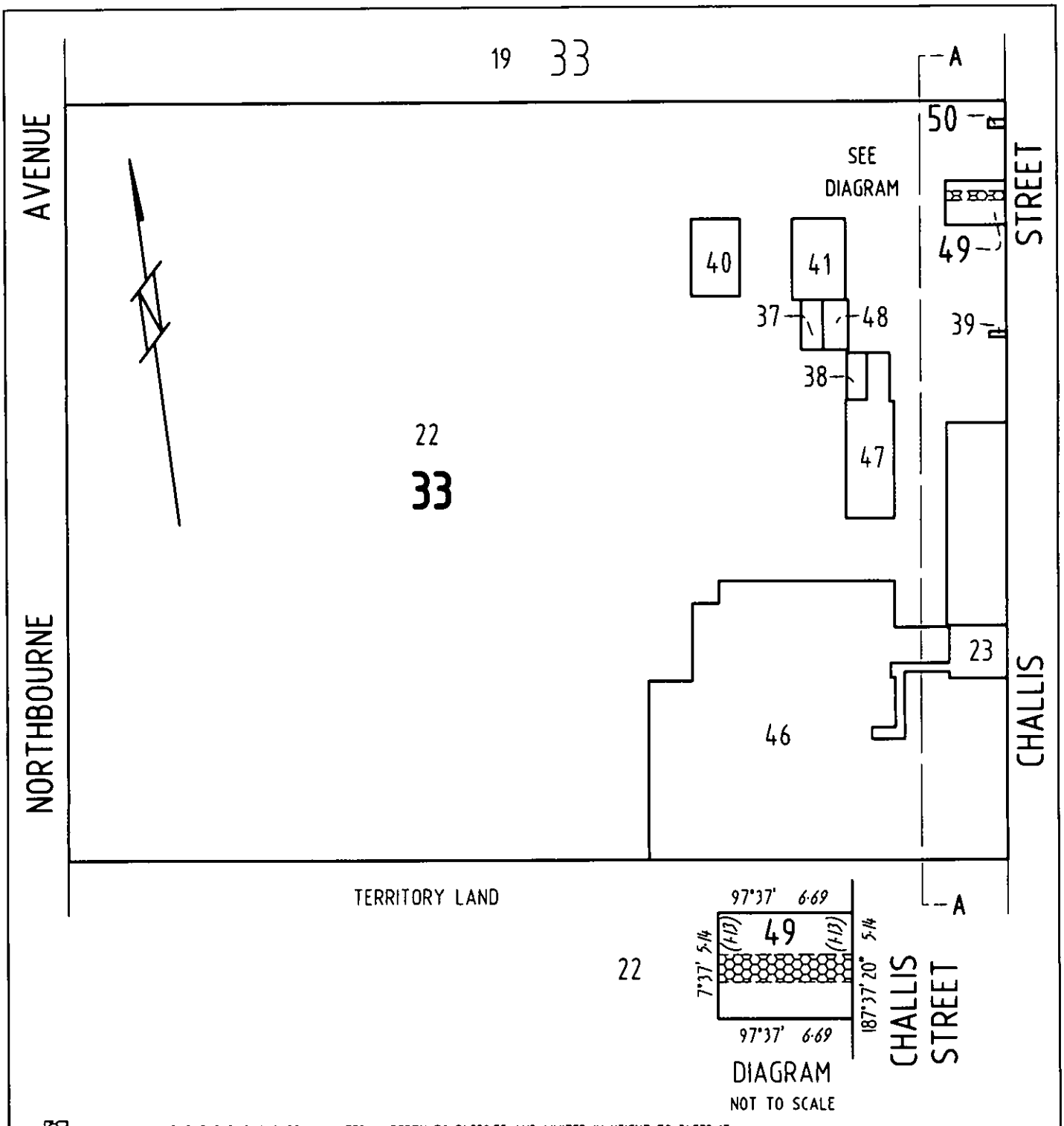
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PLAN OF PROPOSED EASEMENT
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BLOCK 22 SECTION 33
DIVISION OF DICKSON

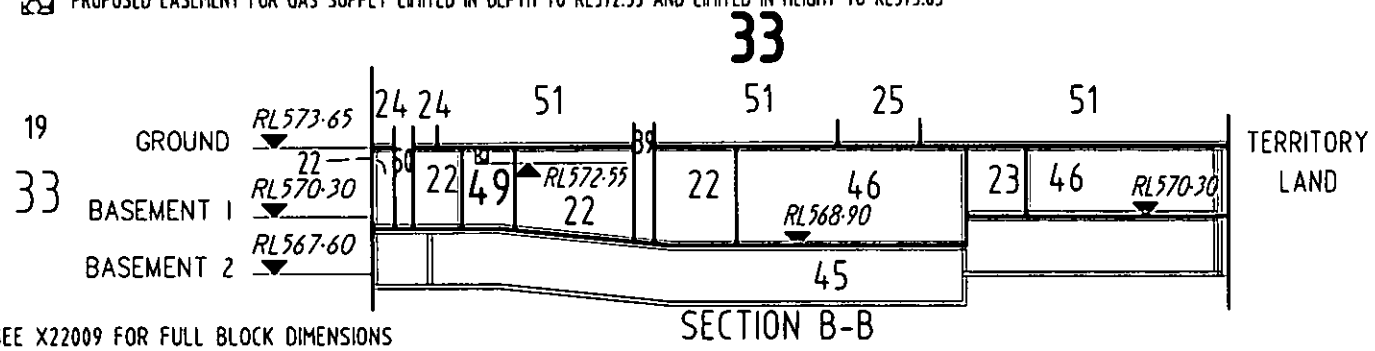
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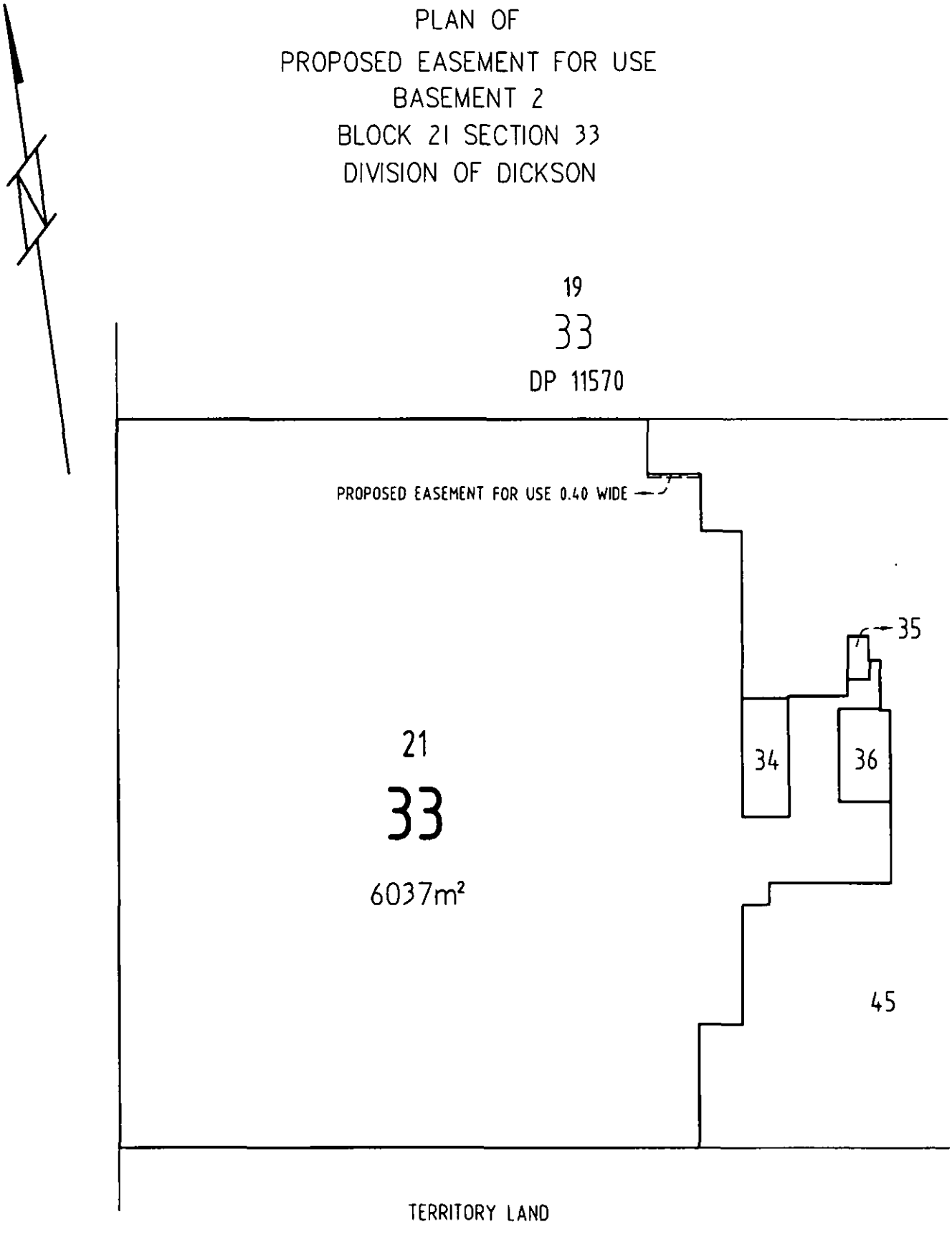
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Schedule 12 - Plan L (Encroachment Easement)

PLAN OF
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BASEMENT 2
BLOCK 21 SECTION 33
DIVISION OF DICKSON

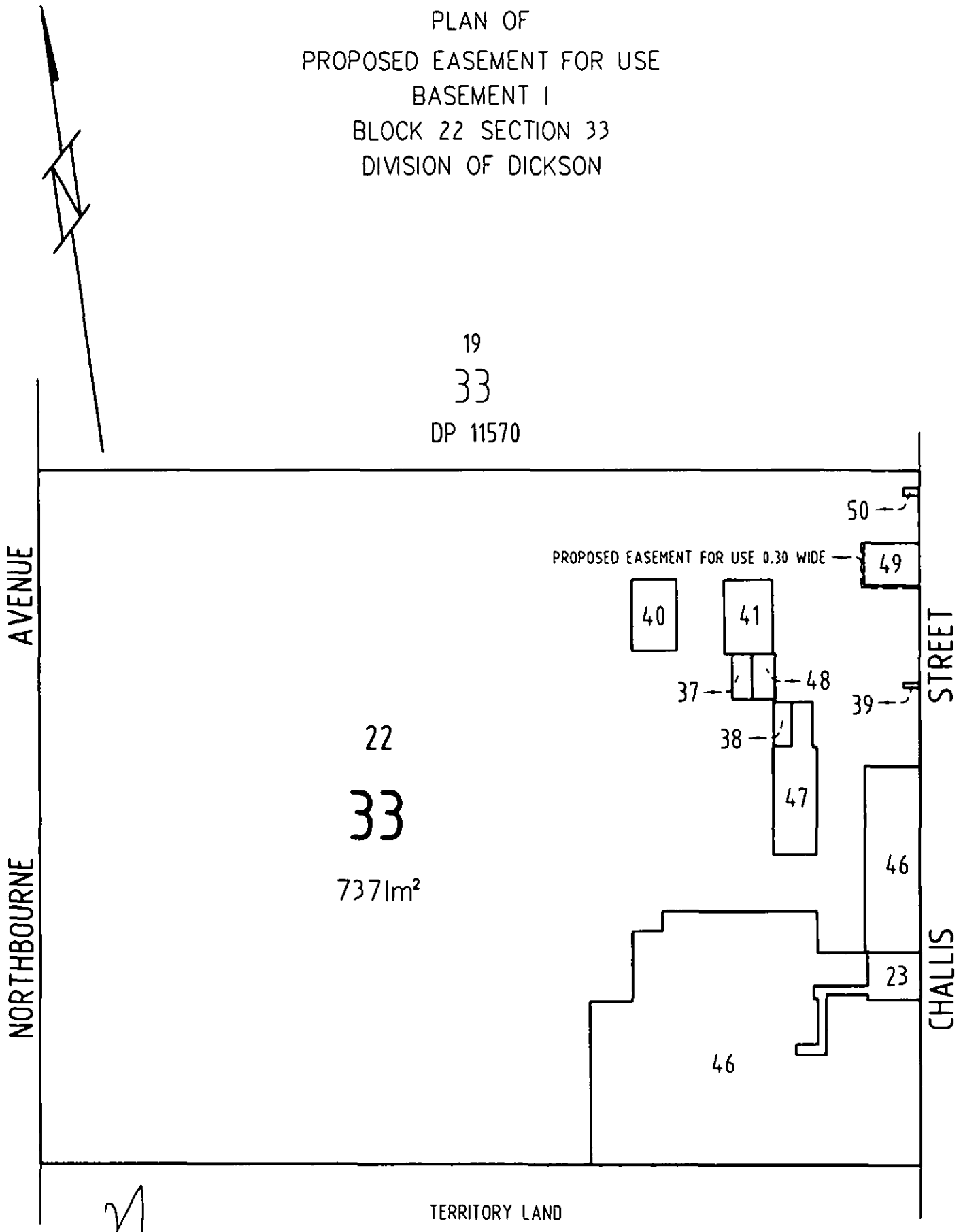


Registered Surveyor under
the Surveyors Act 2007

SEE DP 12155 FOR FULL BLOCK DIMENSIONS

1:600 0 5 10 20 30

PLAN OF
PROPOSED EASEMENT FOR USE
BASEMENT I
BLOCK 22 SECTION 33
DIVISION OF DICKSON



Registered Surveyor under
the Surveyors Act 2007

SEE DP 12155 FOR FULL BLOCK DIMENSIONS

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Schedule 13 - Shared Facilities Register

SECTION 01 – SHARED FACILITIES REGISTER

This Section describes:

a) The shared facilities;
b) The proportion of the shared costs payable by each of the buildings; and
c) The method of determining the proportions.

In this Section:

1. ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

2. ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

3. ***Services Apparatus*** means any item of services equipment or any conducting medium.

4. ***Services Equipment*** means an item of plant or equipment in which a service is generated, contained or stores.

5. ***Exclusive Services Apparatus is Services Apparatus*** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

6. ***Access*** *to a shared facility or a services apparatus is available to a benefited member for the* purpose of using, operating or maintaining the said shared facility or the services apparatus.

7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager *according to their agreement*; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1
SF3A	Insurance Basement Levels	This facility includes the insurance requirements for the two basement levels and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	72.50%	3.05%	24.45%	3
SF3B	Insurance Building D	This facility includes the insurance requirements for building D, from the ground floor level to the roof and includes:	0%	11%	89%	

Colliers to advise

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and h) Other costs incurred by the Committee to affect an insurance policy or under an existing policy.				
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.	70%	3%	27%	2
SF5	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) Costs and access associated with the operation, maintenance and replacement of the shared facility.				
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	80%	20%	0%	5
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and Access to the shared facility for operational and maintenance matters.		100%		4
SF8	Electrical Infrastructure	Electrical infrastructure includes: a) The switch room marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) The electrical meter for shared *facilities shown as costs for* electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) *Main gas regulator;* d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.	0%	14%	86%	1
SF12	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Telecommunication System (cont.)	d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the *exclusive use of a member, an* owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout thebasement levels. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 *Residential* / Retail	
	Fire Control System (cont.)	f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located anyand mimic panels together with their associated electrical components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	*Fire Control* System – Building D	*The fire control system is an integrated* system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components	*0%*	*14%*	*86%*	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.	57%	6%	37%	1
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: • SF4 – Car Park Access; • SF5 – Car Park Ventilation and Lighting System; • SF6 – Lift; • SF8 – Electrical Infrastructure; • SF9 – Gas Infrastructure; • SF12 – Telecommunication System; • SF15 – Fire Stairs; • SF17 – Signage.	57%	6%	37%	1
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.	0%	16%	84%	6
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1

SECTION 02 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Block.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

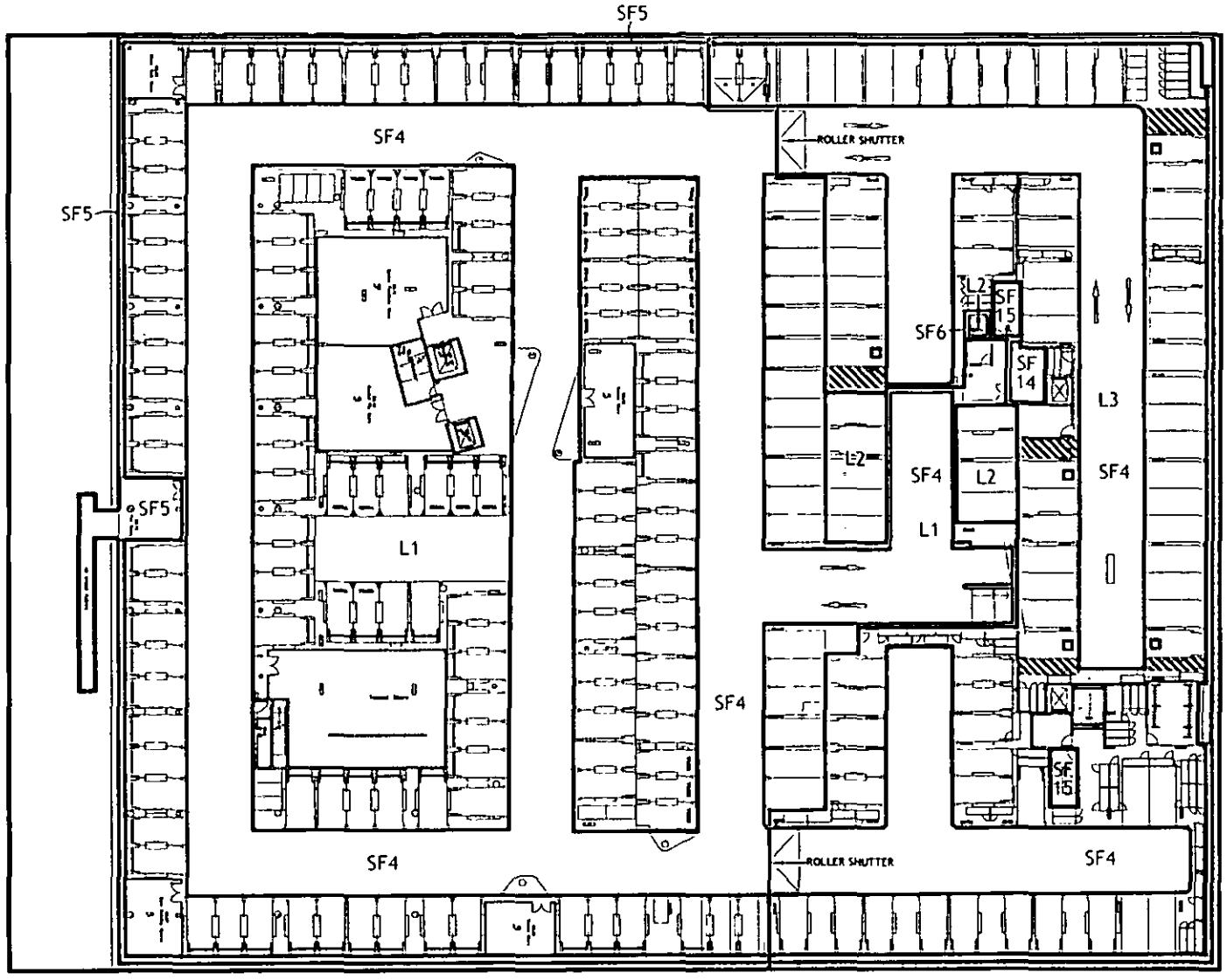
Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

Schedule 14 - Shared Facilities Plan



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION & LIGHTING SYSTEM
SF6 – LIFT
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS

BASEMENT 2

REVISIONS	No	REVISION	SRV	DFT	CHK	DATE
	7	UPDATES TO SHARED FACILITIES	-	TP	RJH	01/07/20
	6	UPDATES TO SHARED FACILITIES	-	KE	RJH	29/05/20
	5	UPDATES TO SHARED FACILITIES	-	KE	RJH	11/05/20

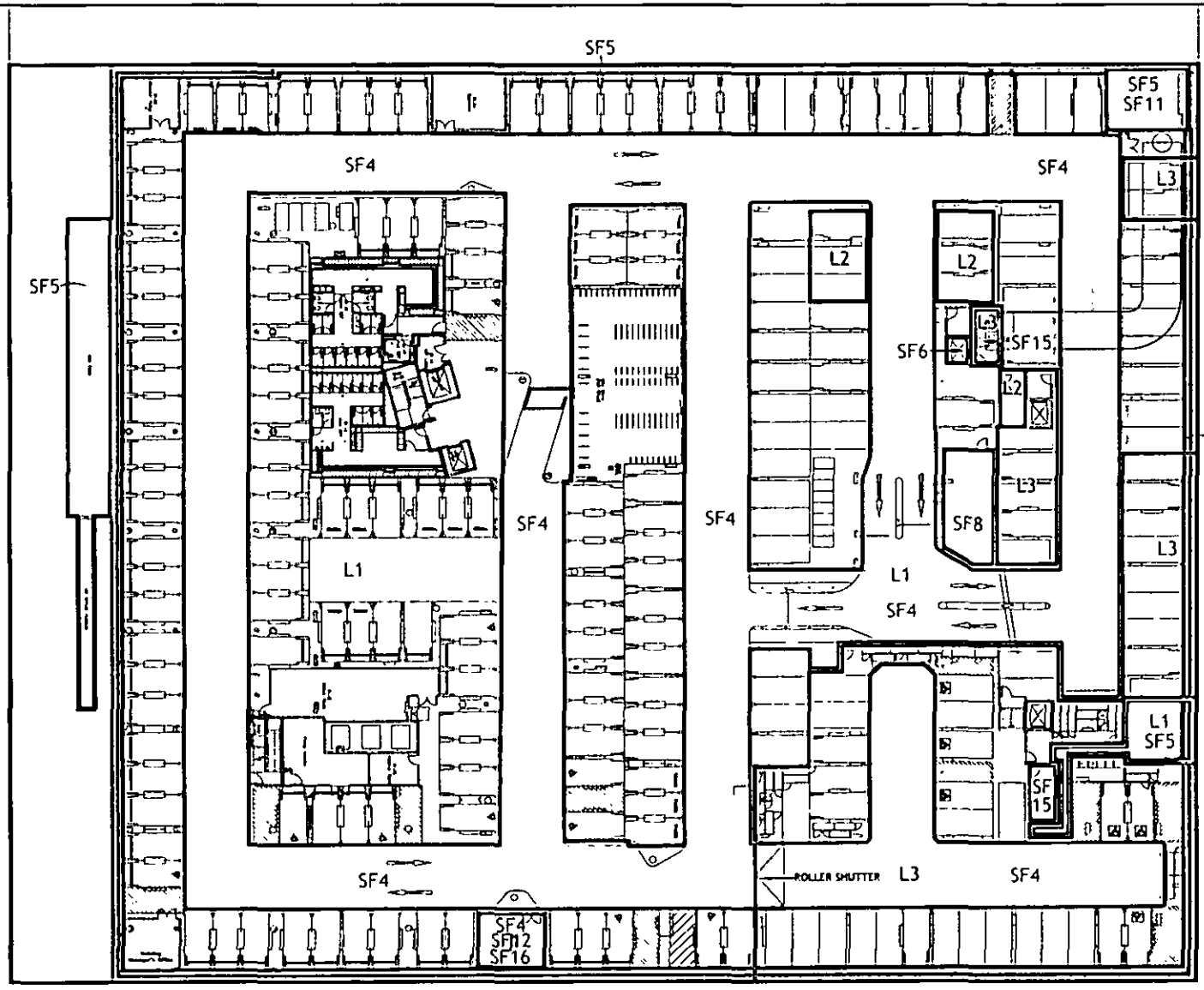
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Client: DOMA
Title: PLAN OF SHARED FACILITIES
BASEMENT 2
DICKSON INTERCHANGE, DICKSON
CAD File: 180200A_07
Ref No: 18/0200
Date: 17/02/2020
Sheet No: 1/5
Revision: 7



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF11 – STORMWATER SYSTEM
SF12 – TELECOMMUNICATION SYSTEM
SF15 – FIRE STAIRS
SF16 – SECURITY SYSTEM

CAPE STREET

BASEMENT 1

REVISIONS

No	REVISION	SVY	DFT	CHK	DATE
7	UPDATES TO SHARED FACILITIES	-	TP	RJH	01/07/20
6	UPDATES TO SHARED FACILITIES	-	HZ	RJH	29/05/20
5	UPDATES TO SHARED FACILITIES	-	HZ	RJH	11/05/20

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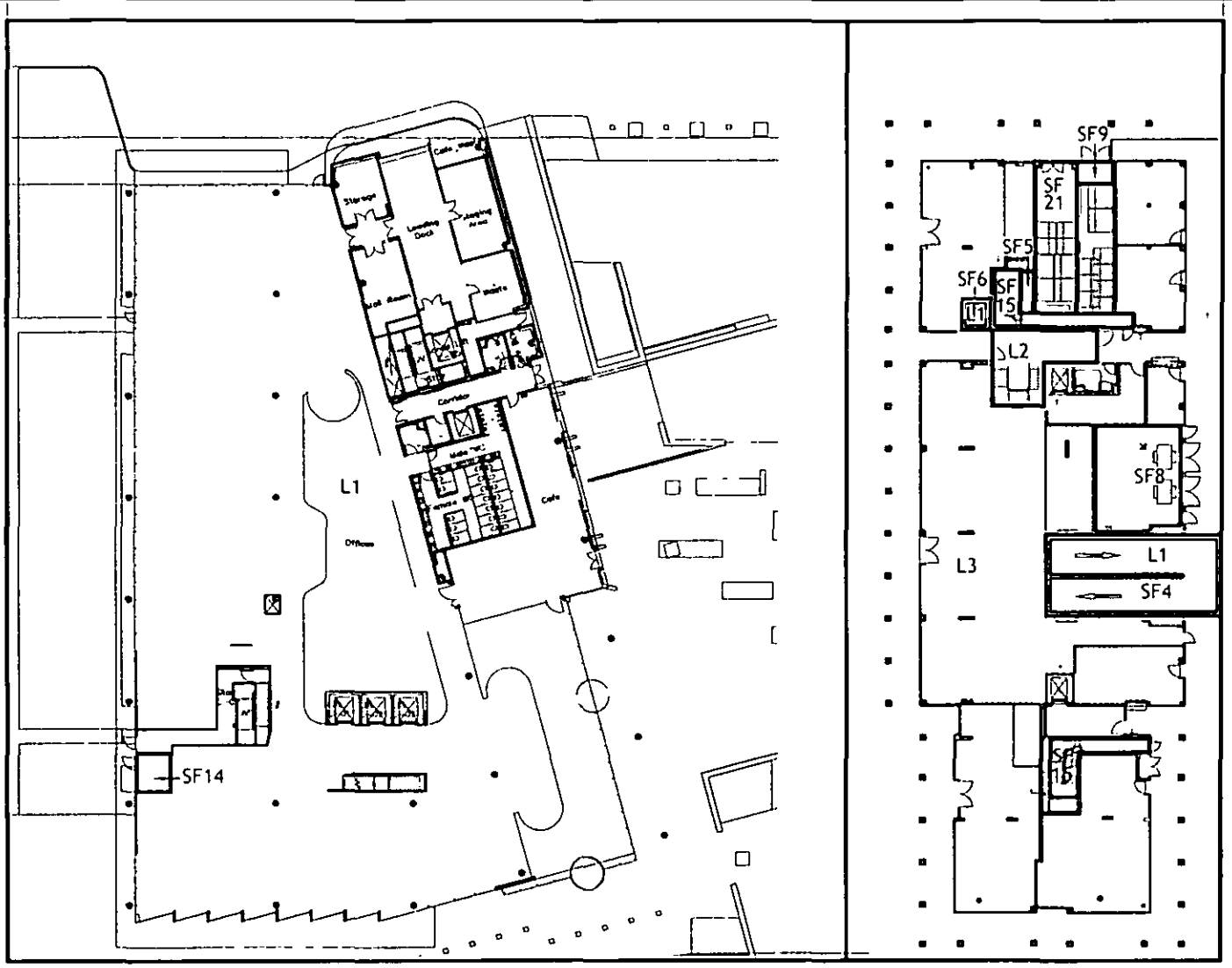
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BASEMENT 1
DICKSON INTERCHANGE, DICKSON

CAD File: 180200A_07 | Ref No: 180200 | Date: 17/02/2020

Sheet No: 2/5

Revision: 7



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF9 – GAS INFRASTRUCTURE
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS
SF21 – WASTE STORAGE ROOM AND WASTE REMOVAL

GROUND FLOOR

REVISIONS						
7	UPDATES TO SHARED FACILITIES	-	TP	PJH	01/07/20
6	UPDATES TO SHARED FACILITIES	-	HZ	PJH	29/05/20
5	UPDATES TO SHARED FACILITIES	-	HZ	PJH	11/05/20
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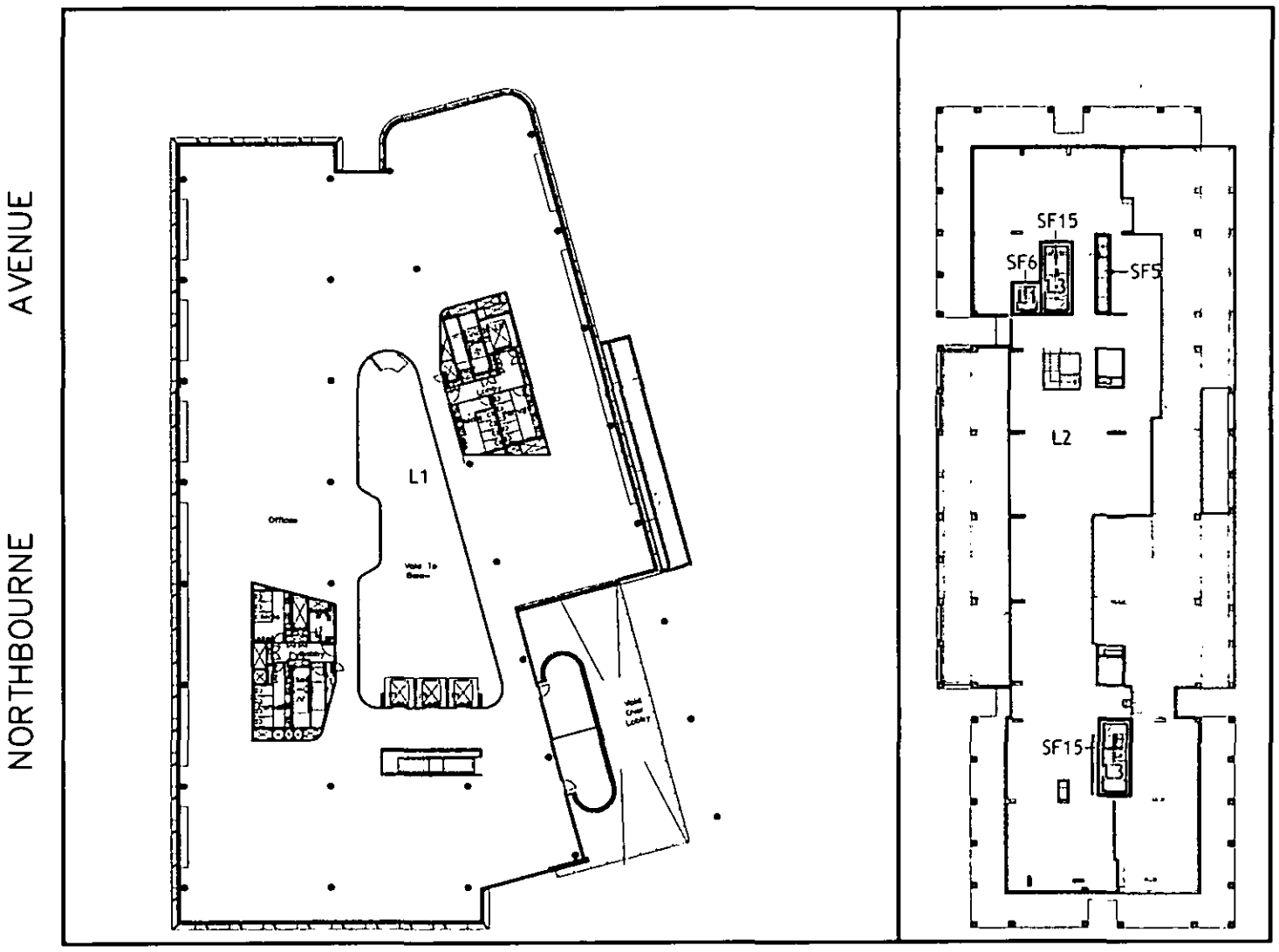
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Title: PLAN OF SHARED FACILITIES
GROUND FLOOR
DICKSON INTERCHANGE, DICKSON

CAD File: 180700A_07 | Ref No: 18/0200 | Date: 17/02/2020

Sheet No: 3/5
Revision: 7



SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF15 – FIRE STAIRS

LEVEL 1

REVISIONS	No	REVISION	SYY	BFT	CHK	DATE
	7	UPDATES TO SHARED FACILITIES	.	TP	RJH	19/07/20
	6	UPDATES TO SHARED FACILITIES	.	HZ	RJH	29/05/20
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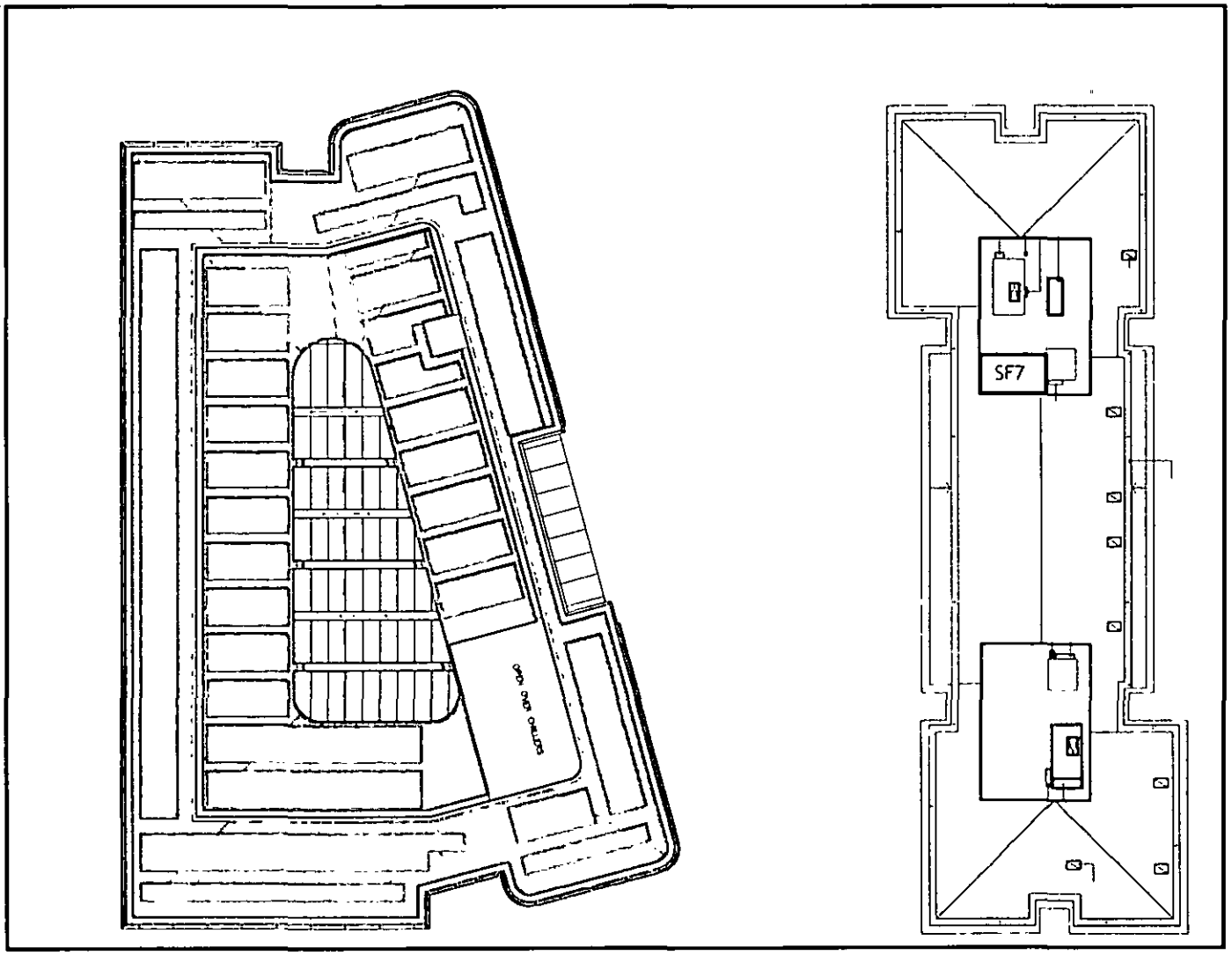
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LEVEL 1
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Sheet No: 4/5
Revision: 7



SF7 – MECHANICAL PLANT

ROOF

REVISIONS	No	REVISION	SHT	DFT	CHK	DATE
	7	UPDATES TO SHARED FACILITIES	-	TP	RJH	01/07/20
	6	UPDATES TO SHARED FACILITIES	-	HZ	RJH	29/05/20
	5	UPDATES TO SHARED FACILITIES	-	HZ	RJH	01/05/20

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Surveyed	Drafted	Checked
-	HZ	RJH

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Client: DOMA

Title: PLAN OF SHARED FACILITIES
ROOF
DICKSON INTERCHANGE, DICKSON

CAD File: 180200A_07 | Ref No: 18/0200 | Date: 17/02/2020

Sheet No. 5/5

Revision 7

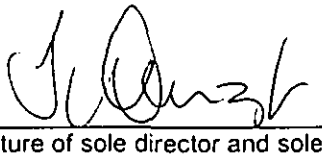
Executed *as a deed.*

Executed by **Commercial (Grantor)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

Executed by **Childcare (Grantee)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



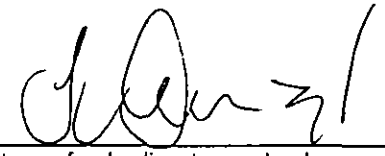
Signature of sole director and sole company secretary

Executed by **Residential (Grantee)**

Executed *by* ***Doma Dickson (Residential) Pty Limited ACN 166 717 335*** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

ACT Government

Access Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970.*

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001: 622	Dickson	33	34	
	Dickson	33	35	
	Dickson	33	36	
	Dickson	33	37	
	Dickson	33	38	
	Dickson	33	39	
	Dickson	33	40	
	Dickson	33	41	
	Dickson	33	41	
	Dickson	33	43	
	Dickson	33	44	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE Transfer & Grant of Easement x 3

Approved form AF2018-29 approved by Fred Anugay, Deputy Registrar-General on 16/07/2018 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-44 and AF2012-64
Unauthorised version prepared by ACT Parliamentary Counsel's Office

EXECUTION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated - 14/08/2020	Print full name and address of witness Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

ACT Government

Access Canberra

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001: 623	Dickson	33	45	
	Dickson	33	46	
	Dickson	33	47	
	Dickson	33	48	
	Dickson	33	49	
	Dickson	33	50	
	Dickson	33	51	
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	Dickson	33	55	
	Dickson	33	56	
	Dickson	33	57	
	Dickson	33	58	
	Dickson	33	59	

Approved form AF2018-29 approved by Fred Arugay, Deputy Registrar-General on 16/07/2018 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-44 and AF2012-64
Unauthorised version prepared by ACT Parliamentary Counsel's Office

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
080- TGE Transfer & Grant of Easement x 3

EXECUTION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated – 14/08/2020	Print full name and address of witness Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

ACT Government

Access Canberra.

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TITLES
NBERRA
ectorate

3019256

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Clayton Utz	GPO Box 9806, Canberra ACT 2601	(02) 6279 4090

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	District/Division	Section	Block	Unit
3001: 623	Dickson	33	45-59	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	District/Division	Section	Block	Unit
3001: 622	Dickson	33	34-44	
3001:26	Dickson	33	21-33	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT, and
Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Access
Easement for Support
Easement for Utility Services and Infrastructure

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Schedules 1-5.

Approved form AF2017-97 approved by Fred Arugay, Deputy Registrar-General on 29/03/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-81
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

14 August 2020

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement

Executed by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335**

Signature of sole director and sole company secretary

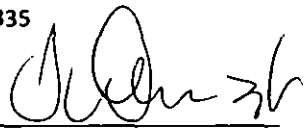
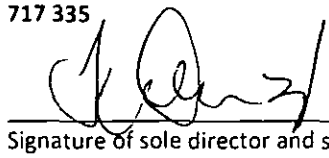
Signature or common seal of grantor / servient tenement

~~Print full name and address of witness~~

Not applicable

~~Signature of witness~~

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): **JURE DOMAZET** Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335**  Signature of sole director and sole company secretary Signature or common seal of grantee / dominant tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~
Print full name of grantor / servient tenement **Executed** by **Doma Dickson (Residential) Pty Ltd ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth): **JURE DOMAZET** Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Ltd ACN 166 717 335**  Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	~~Print full name and address of witness~~ Not applicable ~~Signature of witness~~

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by		*Certificates attached to title*	
Registered by		Attachments / Annexures	Legal Consent
Registration date	19 AUG 2020	Consent form attached	

CLAYTON UTZ

Deed of Transfer and Grant of Easement - Residential

Blocks 45-59 Section 33 Dickson

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantor (Residential)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Childcare)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Commercial)

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Deed of Transfer and Grant of Easement - Residential

Date 14 August 2020

Parties

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Residential)**
Grantor

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT **(Childcare)** and **Doma Dickson (Residential) Pty Limited ACN 166 717 335** of PO Box 5419, Kingston ACT **(Commercial)**
together the **Grantee**

Background

A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.

B. Commercial will be the crown lessee of the Commercial Premises.

C. Childcare will be the crown lessee of the Childcare Premises.

D. Residential will be the crown lessee of the Residential Premises which is the Servient Tenement under this Deed.

E. The Childcare Premises and the Commercial Premises together form the Dominant Tenement under this Deed.

F. Residential grants to Childcare and Commercial the Agreed Easements and rights on the terms contained in this Deed.

G. In consideration for the grant of the Agreed Easements, Childcare and Commercial agrees to comply with its obligations contained in this Deed.

H. Given the nature of the Building, the parties agree to establish a set of rules that regulate the management and operation of the Building in accordance with:

(a) Part 11A to the *Land Titles Act 1925* (ACT);

(b) *Unit Titles Act 2001* (ACT); and

(c) *Unit Titles (Management) Act 2011* (ACT).

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Access Easement means the easement over the Servient Tenement granted to Childcare and Commercial by Residential under this Deed for the non-exclusive right to pass and repass from time to time with vehicles or on foot, and with (or without) materials and equipment over the access ways marked as follows:

(a) the area hatched and marked as "PROPOSED EASEMENTS FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL

570.30" on Plan A for vehicle access by Commercial on basement level 1 of the Building.

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

Administrative Fund means the fund established to pay for the day-to-day expenses of operating and maintaining the Shared Facilities including insurance costs, administrative costs, maintenance costs, operational costs and other costs which are not Capital Works Fund costs.

Agreed Easements means collectively the:

(a) Access Easement;

(b) Support Easement; and

(c) Utility Services and Infrastructure Easement.

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Budget means the estimate of Shared Costs determined under Clause 31.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Building Manager means the manager for the Building appointed under Clause 37 (if any).

Building Management Committee *means the committee to be formed under Clause 10,* which is responsible for managing the Building on behalf of the Members.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

By-Laws means the By-Laws of the Building made by the Building Management Committee in accordance with Clause 16.10.

Capital Works Fund means the fund established to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature relating to the Shared Facilities.

Car Park means the area of land located on the Dominant Tenement and Servient Tenement and used as a car park.

Chairperson means the chairperson of the Building Management Committee, from time to time, appointed pursuant to Clause 18.1.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare and Residential's Rights means the rights of Childcare and Residential and Childcare Land Users and Residential Land Users under this Deed.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

(a) child care centre; and

(b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means the following uses:

(a) non-retail commercial use (to include business agency, financial establishment, office, and public agency;

(b) restaurant and/or shop (limited to take away food shop) not exceeding a maximum gross floor area of 200 square metres; and

(c) car park,

provided that uses (a) and (b) does not exceed does not exceed a maximum gross floor area of 15,850 square metres.

Common Property has the meaning given in the *Unit Titles Act 2001* (ACT).

Deed means this Deed including all annexures, schedules and attachments.

Defaulting Member means a Member who fails to comply with a notice in Clause 32.10.

Default Notice means the default notice issued in accordance with Clause 32.10(a)(i)

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Childcare Premises and the crown lease for the Commercial Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Emergency Meeting means an emergency meeting of the Building Management Committee conducted in accordance with this Deed.

Excluded Services means:

(a) all interior fixtures, furniture, finishings, fittings within a Unit including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Unit for the exclusive use of that Unit, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

Financial Statements means the statements to be prepared by the Building Management Committee in accordance with Clause 33.

Funds means the fund used to levy, collect, deposit and make payment for the Shared Costs being:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

Garbage Rooms means the garbage rooms located in the Building forming part of the Shared Facilities.

General Meeting means a meeting of the Building Management Committee conducted in accordance with this Deed.

Insurance means all insurances required to be effected under Clause 34 in which more than one Member has an interest and any other insurance determined by Special Resolution.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Levies means the funds levied by the Building Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 4.

Levy Notice means the notice issued in accordance with Clause 32.2.

Levy Period means any twelve (12) month period relating to the Budget

Manager means the person or entity from time to time appointed by the Building Management Committee under Clause 20 to manage the Building.

Manager Fee means the fee for the Manager which must not exceed an amount that would be considered reasonable by an independent member of Strata Community Australia experienced in managing a building similar to the Building.

Meeting means a General Meeting and an Emergency Meeting.

Member means:

(a) Childcare;

(b) Commercial; and

(c) Residential.

Member Land Users means:

(a) Childcare Land Users;

(b) Commercial Land Users; and

(c) Residential Land Users.

Officer means the Chairperson, Secretary and the Treasurer, from time to time, of the Building Management Committee.

Owners Corporation has the same meaning given under the *Unit Titles Act 2001* (ACT).

Plan A means the plan depicting vehicle access by Commercial on basement level 1 of the Building attached to this Deed at Schedule 1.

Plan B means the plan depicting the Support Easement attached to this Deed at Schedule 2.

Plan C means the plan depicting the Utility Services and Infrastructure Easement attached to this Deed at Schedule 3.

Replacement Representative means a replacement representative for the Representative for Meeting purposes.

Representative means a natural person appointed by a Member.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

(a) tenants;

(b) sub-lessees;

(c) employees;

(d) agents;

(e) contractors;

(f) officers;

(g) licensees; and

(h) invitees.

Residential Owners Corporation means the Owners Corporation of the Residential Units Plan.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential Units Plan means the Units Plan created by registration of the Units Plan in relation to the Residential Premises.

Residential Uses means the following uses:

(a) residential use limited to multi-unit housing and 102 dwellings;

(b) non retail commercial premises (to include business agency, financial establishment, office and public agency);

(c) restaurant; and

(d) shop,

provided that uses (b) and (d) does not exceed does not exceed a maximum gross floor area of 1,100 square metres.

Resolution means a motion of the Building Management Committee in which the number of votes in favour of the motion is greater than the number of votes against the motion.

Rules has the same meaning under the *Unit Titles (Management) Act* 2011.

Schedule means the schedules or a schedule for this Deed.

Secretary means the secretary of the Building Management Committee, from time to time, appointed in accordance with Clause 18.1.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Residential Premises.

Shared Costs means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the Manager; and

(c) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the shared facilities in Clause 27, Schedule 4 and Shared Facilities Plan.

Shared Facilities Consultant means a consultant appointed in accordance with Clause 29.

Shared Facilities Plan means the plan attached as Schedule 5.

Shared Services means any services shared by the Members not specified as Shared Facilities.

Special Resolution means a motion of the Building Management Committee in favour of which more than 75% of the votes of the Members of the Building Management Committee present and entitled to vote are cast.

Support Easement means the non-exclusive right to have the improvements within the boundaries of the Servient Tenement lateral, superjacent, or subjacent, to support, uphold and maintain the improvements and structure within the boundaries of the Dominant Tenement granted for the benefit of Childcare and Commercial by Residential under Clause 9 of this Deed, as marked as:

(a) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60";

(b) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND RL 569.73 AND UNLIMITED IN DEPTH"; and

(c) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73";

on Plan B.

Treasurer means the treasurer of the Building Management Committee, from time to time, appointed in accordance with Clause 18.1.

Unanimous Resolution means a motion of the Building Management Committee that is passed at a Meeting where all Members are present and at least one (1) vote is cast in favour of the motion and no votes cast against the motion.

Unit has the meaning given in the *Unit Titles Act 2001* (ACT);

Units Plan has the meaning given in the *Units Titles Act 2001* (ACT).

Unit Subsidiary has the meaning given in the *Unit Titles Act 2001* (ACT);

Utility Services and Infrastructure includes:

(a) gas reticulation or supply; and

(b) the cables, wires, pipes, sewers, drains, ducts, plant, conduits or any other material, equipment, object or item through which the gas reticulation is supplied.

Utility Services and Infrastructure Easement means:

(a) the easement over the Servient Tenement granted to Childcare and Commercial by Residential under this Deed for the non-exclusive right to provide, install, establish, maintain and repair the Utility Services and Infrastructure (including the right to enter, pass and repass from time to time on foot or with vehicles, materials, tools, and equipment (including fire brigade equipment) and remain on for a temporary period, as reasonably necessary), as marked as "PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65 on Plan C; and

(b) rights equivalent to those granted under:

  (i) the *Unit Titles Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in sections 34 and 35 of Division 4.2 of the *Unit Titles Act 2001* (ACT)); and

  (ii) the *Community Title Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in Part 10 of the *Community Title Act 2001* (ACT)).

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) "includes" in any form is not a word of limitation;

(k) a reference to "$" or "dollar" is to Australian currency; and

(l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. About the Building

2.1 Overview

The development of the Land is a mixed-use development (**Development**) and may be used for a number of uses including the:

(a) Childcare Uses;

(b) Commercial Uses; and

(c) Residential Premises.

2.2 What are the different components of the Building?

Following completion of the Development, the Building will be subdivided to consist of the following distinct components:

(a) the Childcare Premises which, as at the date of this Deed, may be used for the Childcare Uses;

(b) the Commercial Premises which, as at the date of this Deed, may be used for the Commercial Uses; and

(c) the Residential Premises which, as at the date of this Deed, may be used for the Residential Uses.

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

(a) Commercial;

(b) Commercial Land Users;

(c) Childcare;

(d) Childcare Land Users;

(e) Residential;

(f) Residential Land Users;

(g) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

3.2 Rules

In addition to this Deed, the owners and occupiers of a Unit within a Units Plan forming part of the Building must comply with Rules of that Owners Corporation.

4. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Agreed Easements, are covenants and agreements between:

(a) Childcare and Commercial, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and

(b) Residential, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

5. Unitisation of Residential Premises

5.1 Application of this clause

(a) Childcare and Commercial acknowledge that the Residential Premises will be subdivided under the *Unit Titles Act 2001* (ACT) following completion of the Development (**Residential Unitisation**) to create the:

(i) Residential Units Plan; and

(ii) Residential Owners Corporation.

(b) Following the Residential Unitisation, references to Residential are to be deemed to include the Residential Owners Corporation.

5.2 Benefit of the Agreed Easements and Building Deed

Each party acknowledges that following the Residential Unitisation, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, within the Residential Units Plan and the applicable Common Property of the Residential Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Residential Units Plan, and the applicable Common Property of the Residential Units Plan, respectively, as applicable.

5.3 Obligations and rights of Residential

Following Residential Unitisation every person who is entitled to an estate or interest in a Unit in the Residential Units Plan:

(a) must comply with the obligations of Residential under this Deed; and

(b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

5.4 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Residential Units Plan may not override the rights and obligations under this Deed; and

(b) if the Rules of the Residential Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

5.5 The Minutes of the Inaugural Meeting

Residential will ensure that upon Residential Unitisation and upon registration of the *Residential Units Plan, that the Residential Owners Corporation will include additional Rules* and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Residential Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease of the Residential Premises and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and

(b) that the Residential Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

6. Unit Titles

6.1 Application of this Clause

This Clause 6 applies in relation to the Childcare Premises and/or the Commercial Premises which is at any time subdivided under the *Unit Titles Act 2001* (ACT) and/or upon which a Units Plan is built (**Unitisation**).

6.2 Consent

The Members must:

(a) give their consent to the Unitisation; and

(b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Unitisation.

6.3 Benefit of Easements

Each party acknowledges that following the Unitisation of the Childcare Premises and/or the Commercial Premises, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, in the Units Plan and the applicable Common Property of the Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Units Plan, and the applicable Common Property of the Units Plan, respectively, as applicable.

6.4 Obligations and rights of the Servient Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Servient Tenement:

(a) must comply with the obligations of Residential under this Deed; and

(b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.5 Obligations and rights of the Dominant Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Dominant Tenement:

(a) must comply with the obligations of Childcare and Commercial under this Deed; and

(b) may exercise the rights of Childcare and Commercial under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.6 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

(a) the Rules of the Units Plan may not override the rights and obligations under this Deed; and

(b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

6.7 The Minutes of the Inaugural Meeting

Each party will ensure that upon Unitisation (as applicable) and upon registration of the Units Plan on the Childcare Premises and/or the Residential Premises (as applicable), that the Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

(a) that the Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and

(b) that the Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

7. Easements

7.1 Agreed Easements for Dominant Tenement

Subject to Childcare and Commercial complying with its obligations under this Deed, Residential grants to Childcare and Commercial and Childcare and Commercial Land Users *the Agreed Easements*.

7.2 Crown lease easements

Childcare and Residential and Commercial acknowledge the existence of the easements contained in the crown leases of the Servient Tenement and the Dominant Tenement and the Deposited Plan.

8. General requirements when exercising rights

8.1 Childcare and Commercial's obligations

When exercising rights under the Agreed Easements, Childcare and Commercial agrees that:

(a) it will cause as little inconvenience as practicable to Residential and Residential Land Users;

(b) Childcare and Commercial and Childcare Land Users and Commercial Land Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (with or without vehicles, as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there *for any reasonable time to administer, repair or maintain, replace, or remove* otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Childcare, Commercial, Childcare Land Users and Commercial Land Users continued access to the Servient Tenement; and

(c) the person exercising the right of entry under Clause 8.1(b) must do so in a manner as to cause as little inconvenience as possible to Residential and Residential Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and

(d) in exercising the right of entry under Clause 8.1(b), the relevant person must:

(i) except in an Emergency, give reasonable written notice to Residential before entering the Servient Tenement and any improvements on it to carry out any works;

(ii) when carrying out any works, except where prior arrangements have been made with Residential or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Residential or Residential Land Users and any improvements on it may suffer interruption to the business or commercial activities conducted on the Servient Tenement and any improvements on it;

(e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;

(f) it will cause as little interference as is reasonably practicable to Residential and Residential Land Users and any improvements on it;

(a) it must not permit or allow any vehicle of any description or any obstruction of any kind to stand and remain in or upon the Servient Tenement; or

(b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Residential or Residential Land Users; and

(g) it will cause as little damage as is reasonably practicable to Residential and any improvements on it and must promptly make good any damage caused to Residential's reasonable satisfaction.

8.2 Childcare Land Users and Commercial Land Users

Childcare and Commercial must use reasonable endeavours to ensure that Childcare Land Users and Commercial Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

9. Support Easement

9.1 Grant

Residential grants to Childcare and Commercial the Support Easement.

9.2 Residential's covenants

(a) Residential will at its own cost ensure the improvements within the Servient Tenement remain in good order and repair to the extent necessary to maintain support for the Building, including undertaking any structural repairs to and replacement of those improvements.

(b) Residential shall cause no damage to the improvements within the Servient Tenement.

(c) Residential will not:

(i) make any alterations to the improvements within the Servient Tenement which provide support for the Building; or

(ii) excavate any part of the Servient Tenement or adjoining land of Residential,

without leaving permanent means of support for the Building. Any alterations to the improvements or excavation of the Servient Tenement made without provision for sufficient support for the Building will be deemed wrongful as from the commencement of the excavation.

9.3 Childcare and Commercial's covenants

(a) Childcare and Commercial and Childcare Land Users and Commercial Land Users shall have the right of entry on the Servient Tenement upon reasonable written notice (or without such notice in the event of emergency) to effect repairs and maintenance where Residential is in breach of Clause 9.2(a). The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Residential and Residential Land Users and must make good any damage caused in the exercise of such right of entry.

(b) Childcare and Commercial will not do anything on the Dominant Tenement or to the Building which would adversely impact on Residential's obligations under this Deed without the prior written consent of Residential.

10. Access Easement

10.1 Grant

Residential grants to Childcare and Commercial the Access Easement.

10.2 Residential's covenants

(a) Residential will at its own cost ensure that all foot paving, drive way, public lighting and other improvements within the Servient Tenement remain in good order and repair to the extent necessary to ensure they are fit for purpose, operational and safe for public use.

(b) Residential will have the right at all times upon reasonable notice (except in the case of an emergency when no notice is required) to close the entrance to and exit from and to obstruct the whole or part of the Servient Tenement for the purposes of carrying out repairs to and maintenance of the Servient Tenement.

(c) Subject to Clause 10.2(b), Residential shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access.

10.3 Childcare and Commercial's covenants

(a) Childcare and Commercial and Childcare Land Users and Commercial Land Users:

(i) shall have the right to:

A. pass and repass with motor vehicles along and over the Access Easement at all times on that part of the Access Easement designed for vehicular access; and

B. pass and repass on foot, with wheelchairs and other disabled access aids, but without motor vehicles, on that part of the Access Easement at all times on that part of the Access Easement designed for pedestrian access,

(ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;

(iii) must not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access; and

(iv) acknowledge and agree that the rights granted under Clause 10.1 are in common with the rights of Residential and Residential Land Users.

(b) Childcare and Commercial will not do anything on the Dominant Tenement or to the Building which would adversely impact on Residential's obligations under Clause 10.2 without the prior written consent of Residential.

11. Utility Services and Infrastructure Easement

11.1 Grant

Residential grants to Childcare and Commercial the Utility Services and Infrastructure Easement.

11.2 Residential's covenants

Residential must:

(a) allow the Utility Services and Infrastructure remain under or on the Servient Tenement; and

(b) keep the Servient Tenement in good order and repair and suitable for exercising the rights granted under Clause 11.1.

11.3 Childcare and Commercial's covenants

(a) Childcare and Commercial:

(i) and Childcare Land Users and Commercial Land Users may use the Servient Tenement to provide the Utility Services and Infrastructure to or through the Servient Tenement;

(ii) are responsible for and must pay all expenses in connection with the Utility Services and Infrastructure which exclusively or non-exclusively benefit the Dominant Tenement; and

(iii) acknowledge and agree that the rights granted under Clause 11.1 are in common with the rights of Residential and Residential Land Users.

(b) Childcare and Commercial will not do anything on the Dominant Tenement or to the Building which would adversely impact on Residential's obligations under Clause 11.2 without the prior written consent of Residential.

11.4 Rights of Authorities

The parties acknowledge and agree that they must:

(a) permit an Authority, at all reasonable times, to enter onto the Servient Tenement and the Dominant Tenement to inspect and test the Utility Services and Infrastructure; and

(b) comply with the lawful directions of an Authority made in connection with the Utility Services and Infrastructure.

11.5 Ownership of items associated with the Utility Services and Infrastructure

The Utility Services and Infrastructure that:

(a) exclusively benefits the Dominant Tenement and which is located in the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of Childcare and Commercial;

(b) benefits both the Dominant Tenement and the Servient Tenement and which is located on the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of all the parties; and

(c) is located on the Servient Tenement other than that contemplated in Clauses 11.5(a) and (b) is (subject to the rights of a relevant Authority to the contrary) the property of Residential.

12. Maintenance

(a) Nothing in this Deed limits the obligation of Childcare and Commercial to maintain its own Utility Services and Infrastructure that exclusively or non-exclusively benefits the Dominant Tenement.

(b) Residential must keep the Servient Tenement in good and trafficable order and condition and suitable for exercising Childcare and Commercial's Rights.

(c) Commercial and Childcare and Residential agree that ordinarily there should be minimal or no maintenance in respect to the Support Easement, but in the instance of repair of a structural or capital nature, then such costs are to be borne equally.

13. Indemnities and Releases

13.1 *Transferee Accepts Risk*

Childcare and Commercial uses the Agreed Easements and exercises the rights conferred under this Deed at its own risk.

13.2 Indemnity

Childcare and Commercial is liable for and indemnifies Residential and its successors and assigns against any Claim arising from or incurred in connection with:

(c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Childcare and Residential or the exercise of Childcare and Commercial's Rights under this Deed;

(d) the failure by Childcare and Residential to observe or perform any of Childcare and Commercial's covenants or agreements contained in this Deed; or

(e) any works carried out on or adjacent to the Agreed Easement area:

(i) by or on behalf of Childcare and Commercial; or

(ii) for the benefit of the Dominant Tenement.

13.3 Release

Childcare and Commercial releases Residential and its successors and assigns from and agrees that Residential is not liable for any Claim arising from or incurred in connection with:

(f) any loss of or damage to personal property of Childcare and Commercial; or

(g) Residential doing anything Residential is permitted or required to do under this Deed.

14. The Building Management Committee

14.1 Establishing the Building Management Committee

The Members must:

(a) establish the Building Management Committee within three (3) months after this Deed is registered against the Servient Tenement; and

(b) continue to have a Building Management Committee at all times.

14.2 Members of the Building Management Committee

The Members of the Building Management Committee are to be one (1) representative of:

(a) Childcare;

(b) Commercial; and

(c) Residential.

15. Appointing a Representative and a Replacement Representative

15.1 Appointment of Representatives

(a) Each Member has the right to appoint a Representative to represent it at Meetings.

(b) Each Member must give to the other Members and the Building Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representative who for the time being will represent it at Meetings or Emergency Meetings.

(c) If a Member appoints a Replacement Representative, the Member must give to the other Members written notice of the Replacement Representative's name, address, telephone and facsimile numbers.

(d) In the event that a Member sells its part of the Building, it must provide notice of the sale to the Building Management Committee including details of the incoming member.

15.2 Appointment of Replacement Representative

Members may at any time appoint a Replacement Representative to represent the Member at Meeting if the Member's Representative cannot attend.

15.3 Representatives Obligations

Each Representative must represent the Member who appointed them at Meeting.

15.4 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Replacement Representative has the same effect as if the Member undertook such activities.

16. Functions and Powers of the Committee

16.1 Functions of the Building Management Committee

In addition to its functions and powers elsewhere in this Deed, the functions and powers of the Building Management Committee are to:

(a) comply with its obligations and perform its functions in accordance with the Act and this Deed;

(b) make decisions about the relevant matters referred to in this Deed;

(c) convene and hold Meetings;

(d) consider any proposal submitted to the Building Management Committee by any Member;

(e) determine Levies for the Administrative Fund and Capital Works Fund to meet the costs of performing the functions and complying with the obligations of the Building Management Committee;

(f) subject to the Law, consider and determine any other matter which the Members determine by Resolution should be considered by the Building Management Committee;

(g) operate, maintain, renew and replace the Shared Facilities;

(h) deal with and make decisions about Shared Facilities;

(i) change or add to the Shared Facilities;

(j) make payments from the Administrative Fund and the Capital Works Fund;

(k) effect Insurance according to the Law and this Deed;

(l) monitor the performance by Members and the Member Land Users of their obligations under the Act and this Deed;

(m) arrange for the maintenance of Shared Facilities and other contracts so the Insurances required under this Deed are not affected;

(n) monitor the performance of the Manager;

(o) monitor the performance of service contractors engaged by the Building Management Committee; and

(p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Building Management Committee under this Deed.

16.2 Power to do work

The Building Management Committee may do anything in the Building which a Member or Member Land User should have done under this Deed but which they have not done, or in the opinion of the Building Management Committee acting reasonably, the Member or Member Land User has not done properly.

16.3 Entry

The Building Management Committee may enter the affected part:

(a) of the Building and stay there for as long as necessary and to do what is required to remedy under Clause 16.2; or

(b) in an Emergency.

16.4 Costs

The Member or Member Land Users who has not completed properly what it must have done under this Deed, is liable to pay the costs of the Building Management Committee for such works, within seven (7) Business Days after such works are completed.

16.5 Liability

The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage materially and substantially caused by the Building Management Committee's negligence or the Building Management Committee's agents or representatives negligence).

16.6 Appointment as Attorney

Each Member appointments the Building Management Committee as its agent and attorney to enable the Building Management Committee or a person appointed by the Building Management Committee to take any action authorised by a Resolution made by the Building Management Committee according to this Deed.

16.7 Proceedings by Member

Nothing in this Deed prevents a Member from taking legal proceedings in its own name.

16.8 Decisions of Building Management Committee

The Building Management Committee may make decisions only according to this Deed:

(a) at a properly convened Meeting; and

(b) by Resolution, Special Resolution or Unanimous Resolution.

16.9 Power to enter into External Contracts

The Building Management Committee has the power to enter into contracts or arrangements or to appoint third parties to assist the Building Management Committee to perform its functions and to comply with its obligations under this Deed.

16.10 Making By-Laws

The Building Management Committee may make By-Laws to assist in the proper management, operation, maintenance and control of the Building. However

(a) when the Building Management Committee makes a By-Law it must take into account the mixed use nature of Building and the various components in the Building; and

(b) the By-Laws must not be inconsistent with this Deed. If there is an inconsistency between this Deed and the By-Laws, this Deed prevails.

17. Rights and Obligations of Members

17.1 General Obligations of Members

The Members must;

(a) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this Deed;

(b) ensure the Insurance is effected and maintained in accordance with Clause 34, the Act and this Deed;

(c) pay any cost incurred as a Shared Cost in the relevant proportions specified in this Deed or as determined in accordance with this Deed;

(d) comply with the decisions of the Building Management Committee;

(e) implement decisions of the Building Management Committee;

(f) comply with the By-Laws;

(g) comply with the Act and this Deed; and

(h) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Deed.

17.2 Voting Rights

Members have the right to vote at Meetings according to Clause 24.

17.3 Nature of Members Obligations

(a) The obligations of the Members under this Deed are several and not joint and no Member incurs a liability to another party by reason of default of the other Member.

(b) Each Member:

(i) must promptly comply with its obligations contained or implied in this Deed; and

(ii) is responsible for its own acts and those of its Member Land Users in occupying or using parts of another Members property and releases that other Member and its Member Land Users from any costs, claims or liability unless the other Member or its Member Land Users have been negligent.

17.4 Maintenance Obligations

Subject to the Deed, except for the Shared Facilities and the Agreed Easements, each Member and Member Land Users must:

(a) maintain and keep in good repair that part of the Building owned or occupied by the Member or its Member Land Users; and

(b) maintain and keep in good repair the external appearance of the Building owned or occupied by the Member or its Member Land Users.

17.5 Members Responsibility

The Members:

(a) are liable for damages for the loss caused to another Member or its Member Land Users properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Members property; and

(b) releases the other Member or its Member Land Users from any costs, claims or liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18. Offices of the Committee

18.1 Office Bearers

The Building Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

18.2 Who may be Officers?

An Officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Manager.

18.3 Officers and Compliance

An Officer must perform their functions according to this Deed, the Act and the directions of the Building Management Committee.

18.4 Appointment of Officers

The Building Management Committee:

(a) must appoint its Officers within three (3) months of establishment of the Building Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

19. Functions of Officers

19.1 The Secretary

In addition to the functions elsewhere in this Deed, the functions of the Secretary are to:

(a) convene Meetings;

(b) prepare notices and agendas for Meetings;

(c) prepare and distribute minutes of Meetings;

(d) serve notices for the Building Management Committee;

(e) answer communications sent to the Building Management Committee;

(f) perform administrative and secretarial functions for the Building Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Building Management Committee according to this Deed and the Act;

(h) forward copies of the records prepared under Clause 19.1(g) to the Manager, within a reasonable time after they are prepared (if the Secretary and the Manager are not the same person or entity); and

(i) make the records of the Building Management Committee available for inspection according to Clause 38.

19.2 The Treasurer

In addition to the functions elsewhere in this Deed, the functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Administrative Fund and the Capital Works Fund;

(b) prepare (or arrange the preparation of) Financial Statements for the Building Management Committee;

(c) prepare (or arrange the preparation of) audit reports for the Funds;

(d) send Levy Notices to Members for the amount payable by each Member to the Administrative Fund and the Capital Works Fund for a Levy Period;

(e) receive, acknowledge, bank and account for Levies and other monies paid to the Building Management Committee;

(f) keep accounting records for the Building Management Committee;

(g) pay accounts of the Building Management Committee; and

(h) provide a copy of the accounting reports prepared under Clause 19.2(f) to the Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Manager are not the same person or entity).

19.3 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting, at which the Chairperson is present. If the Chairperson does not attend a Meeting and Emergency Meeting, then the Building Management Committee may appoint another Representative, Replacement Representative or the Manager to preside over that particular Meeting and Emergency Meeting as Chairperson.

20. Submissions to the Building Management Committee

20.1 Proposals

A Member or the Manager may submit to the Building Management Committee a proposal for one or more of the following:

(a) provision or variation of any Service which traverses through more than one Member's property to or within the Building;

(b) amendment of this Deed;

(c) repair, renewal, replacement or acquisition of any Shared Facility;

(d) entry into, variation of or termination of a maintenance agreement or Insurance policy for the Building;

(e) alteration of the apportionment of Shared Costs for Members; and

(f) consideration of any other matter to which this Deed applies.

20.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Clause 20.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative.

21. Meetings of the Building Management Committee

21.1 Types of Meetings

The two types of meetings of the Building Management Committee are General Meetings and Emergency Meetings.

21.2 Convening Meetings

The Building Management Committee must convene a Meeting:

(a) within three (3) months after the establishment of the Building Management Committee;

(b) at least every six (6) months;

(c) if the Building Management Committee decides to hold a Meeting; or

(d) if requested by notice in writing by a Member, not being a Defaulting Member, setting out the issue or proposal required to be addressed in the Meeting.

21.3 Emergency Meetings

If the Building Management Committee receives a notice under Clause 21.2(d) and there is an *Emergency the Building Management Committee must hold the Meeting within five (5)* Business Days or sooner from the day the Building Management Committee receives the notice from the Member.

21.4 Electronic Meetings

Meetings may be held using electronic means.

22. Notices and Agenda

22.1 Period of Notice

The Building Management Committee must give each Member at least seven (7) days' notice of a Meeting. In the case of an Emergency shorter notice may be given.

22.2 Information to be included in the notice

Notice must be given to each Member in writing and include:

(a) the time, date and venue of the Meeting; and

(b) an agenda for the Meeting.

22.3 Agenda for a Meeting

The agenda for a Meeting must:

(a) include the terms of motions for Resolutions and whether the motion is required to be passed by Special Resolution or Unanimous Resolution. The Members

acknowledge that matters which are not on the agenda cannot be voted upon by the Meeting;

(b) include motions that Members have requested in writing be included on the agenda; and

(c) include a motion to adopt the minutes of the last Meeting.

23. Conduct of Meetings

23.1 Powers of the Building Management Committee

Subject to this Deed and the Act, the Building Management Committee may meet to conduct its business, adjourn and otherwise regulate Meetings as it thinks fit.

23.2 Quorum

Each Member must attend to constitute a quorum for any Meeting of the Building Management Committee.

23.3 Failure to obtain a quorum

If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned for at least two (2) Business Days at a time and place to be determined (**Adjourned Meeting**).

23.4 Reduced Quorum

At least two (2) Members must attend to constitute a quorum for an Adjourned Meeting or an Emergency Meeting of the Building Management Committee.

23.5 Decisions in Writing

The Building Management Committee may make decisions in writing without holding a Meeting if:

(a) the Building Management Committee serves on the Members according to this Deed notice of the Meeting and the motions to be considered by the Building Management Committee; and

(b) the required Members have approved each motion within the notice in Clause 23.5(a) in writing.

23.6 Attendance at a Meeting

An owner of a Unit within a Units Plan of the Building may attend a Meeting but can only address the Meeting by a Unanimous Resolution of the Building Management Committee.

23.7 Building Management Committee Meeting Minutes

The Building Management Committee must prepare, keep and maintain:

(a) notices and agendas for Meetings; and

(b) minutes of all Meetings and distribute those minutes to each Member within fourteen (14) days after the relevant Meeting.

24. *Voting*

24.1 Voting

At all Meetings of the Building Management Committee a Member is entitled through its Representative or Representatives to exercise the following votes:

(a) Childcare - 1 vote;

(b) Commercial - 6 votes; and

(c) Residential - 3 votes.

24.2 Chairperson

The Chairperson does not have a casting vote at Meetings or Emergency Meetings of the Building Management Committee.

24.3 Instructions by a Member

A *Representative or Replacement Representative (or proxy) for a Member entitled* to vote must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

25. Building Management Committee Decisions

25.1 Decisions

The Building Management Committee may make decisions by a Resolution, Special Resolution or Unanimous Resolution according to this Deed.

25.2 Special Resolution Required

In addition to the matters set out elsewhere within this Deed, matters which the Building Management Committee must decide by Special Resolution are:

(a) amending this Deed;

(b) changing, adding to or extending the Shared Facilities;

(c) *changing, adding or varying the Shared Costs; and*

(d) the repayment in part or whole of the Fund to Members.

26. Consents by the Building Management Committee

26.1 Consents

(a) The Building Management Committee may give consents under this Deed at a Meeting.

(b) The Building Management Committee may:

(i) revoke its consent at any time; or.

(ii) give consent with or without conditions.

26.2 No requirement for Consents

Provided consent from the relevant Owners Corporation has been obtained, an owner or occupier of a Unit may carry on any use or carry out any refurbishment works, fitout and modification to the interior or shopfront of a Unit or to the Excluded Services without the need for consent from the Building Management Committee provided the refurbishment works, fitout and modifications comply with the Law and consent required by Law or are not works of a structural nature.

26.3 Compliance

Compliance with Clause 26.2 does not relieve any person from an obligation to obtain compliance with or consent under the Rules of the relevant Owners Corporation.

27. Shared Facilities

27.1 The Shared Facilities

The Shared Facilities include:

(a) facilities and services in the Building that are:

(i) used by two (2) or more Members; or

(ii) located on the land of a Member but used by other Members,

(b) the Shared Facilities (with a description of each) in Schedule 4, and as shown on the Shared Facilities Plan;

(c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of the Building;

(d) any rooms or areas in which Shared Facilities are located;

(e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(h) the inspection of Shared Facilities (if applicable) by any Authority; and

(i) the certification of Shared Facilities for the purpose of the Law.

27.2 Management of Shared Facilities

Subject to this Deed, the Building Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Building Management Committee may appoint and contract with parties to assist in the performance of its functions for Shared Facilities.

27.3 Right to Use Shared Facilities

The Shared Facilities are available for use and enjoyment by each Member and the Member Land Users according to this Deed.

27.4 Amending the Shared Facilities

The Building Management Committee may, by Special Resolution:

(a) add Shared Facilities if it identifies new Shared Facilities;

(b) change existing Shared Facilities;

(c) change the use of existing Shared Facilities;

(d) extend Shared Facilities;

(e) modify or replace existing Shared Facilities; or

(f) determine a charge for a Shared Facility where Schedule 4 does not make provision for a charge.

27.5 Members Obligations

The Members must amend Schedule 4 and/or Schedule 5 to reflect anything the Building Management Committee resolves to do under this Clause 27.4.

28. Damage to Shared Facilities

The Members and Member Land Users must:

(a) use Shared Facilities only for their intended purpose;

(b) immediately notify the Building Management Committee if they know about damage to or a defect for any Shared Facility; and

(c) compensate the Building Management Committee for any damage caused to any Shared Facility caused by them or their Members Land Users.

29. Shared Costs

29.1 Apportioning Shared Facilities Costs

Schedule 4 sets out the proportion that each Member must contribute towards the Shared Costs for the Shared Facilities.

29.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for additional Shared Facilities and *Shared Services which may be determined by mutual agreement between the Members.* Where an agreement cannot be reached to determine the additional Shared Facilities and/or Shared Services the matter must be referred to a Shared Facilities Consultant for determination.

29.3 Inclusions in Shared Costs

Subject to Clause 29.2 and the description of each Shared Facility in Schedule 4, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by an Authority; and

(e) the certification of Shared Facilities for the purposes of the Law.

29.4 Amendment of Shared Costs

The Building Management Committee, by Special Resolution, may change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(a) the Shared Costs for Shared Facilities will be more fairly divided; and

(b) *the fairness of the division of Shared Costs is supported by at least two expert* consultants' reports (unless all Members agree to waive this requirement).

29.5 Review of Shared Costs

(a) The Building Management Committee must review the Shared Costs in Schedule 4 in the manner required by this clause.

(b) The Building Management Committee must review the Shared Costs as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.

(c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a person to conduct a review of the Shared Costs as a result of the change;

(ii) the Building Management Committee must instruct the appointed party:

A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to complete the review and make the determination within 28 days of the appointment.

(d) A 5-year review must take place as follows:

(i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review and the relevant 5 year review;

(ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

(iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Costs as a result of that change (it may be the same consultant appointed pursuant to Clause 29.5(d)(ii));

(iv) the Building Management Committee must instruct the consultant:

A. to make a determination based on the assumption that, other than the identified change, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

B. to make the determination within 28 Business Days of the appointment; and

C. if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5-year review.

(e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.

(f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

(g) The Shared Facilities Consultant must be a party who has experience in identifying Shared Facilities and their cost allocation.

30. Funds to be established

30.1 The Fund

In order to pay the Shared Costs, the Building Management Committee must established within three (3) months after this Deed is registered, the:

(a) the Administrative Fund; and

(b) the Capital Works Fund.

30.2 Administrative Fund

The Building Management Committee must use the Administrative Fund to pay the Shared Costs in relation to the operation and maintenance of the Shared Facilities which are not Capital Works Fund costs.

30.3 Capital Works Fund

The Building Management Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature.

31. Preparation of Budgets

31.1 Preparation of Budgets

The Building Management Committee must prepare a Budget for each Levy Period showing how much money or monies will be required for;

(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

31.2 Timeframe for First Budget

The Building Management Committee must prepare the first Budget within three (3) months after this Deed is registered.

31.3 Preparing Budgets

Subject to this Deed, the Building Management Committee must prepare a Budget for each Levy Period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Building Management Committee will receive in that period.

31.4 Budget Details

A Budget must contain itemised details of:

(a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

31.5 Budget Requirements

The Building Management Committee must budget enough money to comply with its obligations under this Deed and the Law.

32. Levies

32.1 Levies

(a) The Building Management Committee must Levy Members, and Members must pay, for the Shared Facilities according to Schedule 4.

(b) If Schedule 4 does not make a provision for a charge for the Shared Facility, then the Building Management Committee may determine the charge by Special Resolution.

(c) The Building Management Committee must:

(i) issue a Levy Notice to each Member to cover the Budget prepared by the Building Management Committee under Clause 31; and

(ii) the amount of the Levy Notice must be consistent with the Budget;

(iii) the first payment under the Levy Notice must be due and payable within three (3) months after this Deed is registered; and

(iv) Levies are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Building Management Committee).

32.2 Levy Notice

(a) A Levy Notice must:

(i) be in writing;

(ii) give each Member at least thirty (30) days' notice before payment under the Levy Notice is due;

(iii) detail:

A. the total contribution amount of the Levy;

B. the portion of the contribution the Member must pay; and

C. the date the payment is due.

(b) If the Building Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

32.3 Banking money and interest on accounts

The Building Management Committee must deposit all contributions and other money paid to the Building Management Committee by Members or otherwise into the bank or building society accounts for the Fund.

32.4 Drawing from accounts

The Building Management Committee may withdraw money from the Fund only to meet its obligations under or arising from this Deed.

32.5 Late payments

Without affecting the rights of the Building Management Committee in relation to any late payment, a Member must on demand pay Interest on any unpaid Levies or other sum payable under this Deed that is not paid on the date on which it is due, calculated from the date that is fourteen days from but excluding the date when the Levies or other sum was due to and including the date on which it is paid.

32.6 Debt

(a) The Building Management Committee may recover unpaid contributions and other money owed to it under this Deed as a debt.

(b) Each Member agrees the Building Management Committee (or a person appointed by the Building Management Committee) may act as agent for all the Members and take legal proceedings about:

(i) the failure of a Member to pay Administrative Fund contributions or Capital Works Fund contributions; and

(ii) the failure of a Member or its Member Land User to comply with their obligations under this Deed.

32.7 Legal Fees

The Building Management Committee may recover any costs incurred including legal fees for unpaid contributions and other money owed to it under this Deed.

32.8 Dealing with Surplus Funds

(a) If there is surplus money in the Fund at the end of a budget cycle under this Clause 32.6(b), the Building Management Committee may distribute it between the Members in shares decided by the Building Management Committee.

(b) When deciding the shares for the distribution of surplus money according to this Clause 32.6(b), the Building Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds.

(c) The Building Management Committee may decide to distribute surplus Funds under this Clause 32.6(b) only by Special Resolution.

32.9 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

32.10 Defaulting Member

(a) If a Member fails to comply with a valid Levy Notice that Member is not a Defaulting Member until:

(i) the Building Management Committee (or the Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within seven (7) days of service of that notice ('Default Notice'); and

(ii) the Member has failed to pay the money necessary to remedy the default within the time set out in the Default Notice.

(b) The Building Management Committee (or the Manager) is not entitled to serve on a Member a notice under Clause 32.10(a)(i) if:

(i) the Member has served a notice seeking reasonable clarification of an amount in accordance with Clause 32.12 and is complying with the requirements of that Clause 32.12; or

(ii) the Building Management Committee has failed to comply with its obligations in this Clause 28.

32.11 Obligations of Members on Default by a Member

If a Member to whom a Levy Notice has been given is a Defaulting Member, the following apply:

(a) on giving the Default Notice in Clause 32.10(a)(i), the money payable by the Defaulting Member may be recovered by the Building Management Committee from the Defaulting Member as a debt due and owing together with Interest computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(b) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Building Management Committee is entitled to exercise a vote at any Building Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in Clause 23.2 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Building Management Committee under Clause 21.2(d) or submit a proposal to the Building Management Committee under Clause 20.

32.12 Clarification

If a Member requires clarification of an amount it is requested to pay under this Deed or a Levy Notice it may within seven (7) days of receipt of the Levy Notice notify the Building Management Committee (or the Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

32.13 Insufficient funds

The Building Management Committee must levy Members for additional contributions to the Fund if it cannot pay its debts for a Levy Period contribution period.

32.14 Additional Funds Meeting

The Building Management Committee must convene a Meeting to determine additional contributions and include in the notice of the Meeting a revised Budget for the remainder of the Levy Period which shows:

(a) how much money the Building Management Committee will need for the remainder of the Levy Period for the Fund for which the additional contribution will be levied; and

(b) income which the Building Management Committee knows it will receive for that Fund during the remainder of the Levy Period.

33. Financial Statements

33.1 Preparing Financial Statements

Within two (2) months after the end of each Levy Period, the Building Management Committee must:

(a) have its accounts audited by a qualified auditor; and

(b) prepare Financial Statements for each of its accounts.

33.2 Financial Statements

The Building Management Committee must prepare Financial Statements for the Funds:

(a) from the date of the last Financial Statement to within two (2) months after the start of the next Levy Period; and

(b) where possible, in time for Members which are a corporation to include in their budget that Member's portion of Shared Costs under this Deed.

33.3 Details of Financial Statement

Each Financial Statement must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) the balance of the Fund;

(d) contribution arrears for each Member; and

(e) other relevant information.

34. Insurance

34.1 Required Insurances

The Building Management Committee must effect and maintain Insurance with a reputable insurer for:

(a) the full insurable value of the structure of the Building in accordance with the Act, the *Unit Titles Act 2001* (ACT) and the *Unit Titles (Management) Act 2011* (ACT);

(b) public liability insurance over the Servient Tenement and the Dominant Tenement for liability not less than $20,000,000.00 for any one claim or such higher amount as the Building Management Committee may resolve from time to time;

(c) machinery breakdown insurance (if applicable) for the Shared Facilities which is not covered under warranty; and

(d) workers compensation insurance if required by Law.

34.2 Policies

All policies under this Clause 34 are to be taken out in the names of the Members, and, if applicable, note the interest any mortgagees holding under a registered mortgage, for their respective rights and interests.

34.3 Insurance Records

Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Manager). A copy of all Insurance policies must be supplied to each Member upon request.

34.4 Office Bearers Liability Cover

The Building Management Committee must effect as a Shared Cost office bearers' liability cover for all Representatives and Replacement Representatives of the Building Management Committee.

34.5 Valuation

(a) The Building Management Committee must have the Building valued for insurance purposes at least every five (5) years from the date this Deed is registered, or as prescribed from time to time by the Law. The valuation must be done by a qualified valuer or quantity surveyor who has:

(i) a minimum of five (5) years' experience; and

(ii) is experienced in valuing for insurance purposes mixed use developments similar to the Building.

(b) The Building Management Committee must have the first valuation carried out within six (6) months after this Deed is registered.

34.6 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 4.

34.7 Total or Partial Destruction of the Building

If the Building or any part of the Building is totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable, the following alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own monies, in the relevant proportions, reinstate the Building or that part of the Building substantially in accordance with the original design for the Building or that part of the Building; or

(b) if the Members by Special Resolution agree the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent this may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 4, prepare the Land for the new building and then construct the new building in accordance with the agreed plans and specifications; or

(c) if the Members by Special Resolution agree that:

(i) the Building is not to be reinstated; and

(ii) the Building or that part of the Building is not to be rebuilt to a different design, the Members will promptly demolish the Building or that part of the Building and clear the land or that part of the land of all improvements, structures, rubbish and debris, following the demolition clearance being carried out to the satisfaction of the Members, then no Member will have a claim against another Member.

(d) If the Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

34.8 Insurance not to be avoided.

A Member must not at any time do, permit, or omit or suffer to be done, committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

34.9 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Members property in the Building, those parties will:

(a) do so at their own risk; and

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Members property or the Building;

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

35. Agreed Easements Insurance

(a) Residential must effect, maintain and pay for all Insurances for areas contained in the Residential Premises and the Agreed Easements (including the basements) and in doing so, and without limitation, Residential must:

(i) ensure that the Insurances note the registered proprietor of the Dominant Tenement from time to time as an interested party;

(ii) review the Insurances and valuation of in respect to the building on the Servient Tenement (including the basements) at least once every 12 months; and

(iii) allow for insurance premium cost increases which may occur during the *period of the Insurances and inform Childcare and Commercial of such* premium cost increases as soon as reasonably practicable; and

(iv) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Servient Tenement or the Dominant Tenement or the Agreed Easements; and

(v) not at any time do anything that might:

A. void or prejudice any Insurances; or

B. increase any Insurances premiums,

except with the consent of Childcare and Commercial.

(b) Residential must provide to Childcare and Commercial:

(i) if requested, a copy of the valuation and any other information to confirm the Insurances; and

(ii) on an annual basis, a copy of the certificate of currency for the Insurances.

(c) Childcare and Commercial, in its absolute discretion, may require that all Insurances arising out of the Agreed Easements and the interconnectedness of the Building on the Servient Tenement (including the basements) be effected and maintained either:

(i) in joint names of both Childcare and Residential and Commercial (from time to time); or

(ii) in the name of Childcare and Commercial (from time to time).

36. Appointment of the Manager

36.1 Appointment of the Manager

The Building Management Committee may appoint a Manager to assist in the performance of the Building Management Committee's functions relating to the Building. The appointment and termination of the Manager under this Clause 20 may be made by a Resolution.

36.2 Delegation of Functions

Subject to Clause 36.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Manager.

36.3 Restricted Functions

The Building Management Committee may not delegate the following functions to the Manager:

(a) functions which the Building Management Committee may exercise only by Special Resolution;

(b) functions which the Building Management Committee decides by Special Resolution may be performed only by the Building Management Committee; and

(c) the function to determine and levy the Administrative Fund and the Capital Works Fund contributions on Members.

36.4 Manager Fee

The Manager Fee for the Manager for the term of its appointment may be the amount reasonably determined by the Building Management Committee.

36.5 Manager and Building Management Committee Contract

The Building Management Committee and the Manager must enter into an agreement which must:

(a) be in writing and signed by each Member and the Manager;

(b) provide that the Manager must carry out its duties with due care, skill and diligence;

(c) reserve the power for the Building Management Committee and the Officers to continue to exercise the functions which the Building Management Committee delegates to the Manager; and

(d) have provisions regulating the rights of the Building Management Committee and the Manager to terminate the agreement if the Manager or the Building Management Committee does not perform its obligations under the agreement.

36.6 Manager Obligations

Subject to this clause, the Manager may undertake the following duties, without limitation:

(a) performing the functions of the Secretary;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Building.

36.7 Manager's Licence

The Manager must have and keep current at all times the licence or permit or certificate required by Law to be a strata managing agent.

37. Appointment of the Building Manager

37.1 Appointment of the Building Manager

The Building Management Committee may, by Resolution, on its own behalf and on behalf of a Member, contract with a Building Manager to provide management, operational, maintenance and other services and amenities to the Building.

38. Inspecting the Records of the Committee

38.1 Who is entitled to inspect the Records?

Members or an owner of a Unit following Unitisation or Residential Unitisation (or a person authorised in writing by them) (**Applicant**) may inspect the records of the Building Management Committee.

38.2 *Procedure for Inspection*

The Applicant must:

(a) apply in writing to the Secretary to inspect the records of the Building Management Committee; and

(b) pay the Building Management Committee an inspection fee for an amount determined by the Building Management Committee from time to time.

38.3 Time for the inspection

The Building Management Committee must allow an Applicant to inspect the Building Management Committee's records within seven (7) Business Days after the request has been made in writing and payment of the inspection fee under Clause 38.2(b).

38.4 Taking copies of records

The Applicant may take extracts from or copy the records (at their cost) but the applicant must not remove any record.

39. Owners Corporation Rules

39.1 Rights to Change

Subject to Clause 39.2, an Owners Corporation any Units Plan within the Building may independently change, alter, cancel or amend the Rules for its Units Plan, provided such change or alteration does not conflict with this Deed. If there is an inconsistency between the Rules and this Deed, the Owners Corporation for the Units Plan must amend the inconsistent Rules to make it consistent with this Deed.

39.2 No adverse affectation

An Owners Corporation any Units Plan within the Building may not change, alter, cancel or amend any Rules if the change, alteration, cancellation or amendment would have the effect of enabling the aesthetics or quality of the Building as a whole to be adversely affected.

40. Approved Contractors

(a) Only contractors approved by the Building Management Committee may do structural works to the Building and maintain, repair or replace the Shared Facilities.

(b) The Building Management Committee must appoint and make sure that contractors approved by it are at reasonable times available to maintain the Shared Facilities and do any structural works to the Building.

(c) The Building Management Committee may make a decision to approve a contractor in its absolute discretion.

41. Garbage Rooms

41.1 Shared Facility

The Garbage Rooms are Shared Facilities.

41.2 Storage

Garbage may be stored by Childcare, Childcare Land Users, Residential and Residential Land Users in the Garbage Rooms. The Building Management Committee must procure the Building Manager to remove all rubbish from the Garbage Rooms on a regular basis.

41.3 Rubbish Removal System

Childcare, Childcare Land Users, Residential and Residential Land Users must at all times comply with any rubbish removal system devised by the Building Management Committee or the Building Manager, acting on behalf of the Building Management Committee for the removal of rubbish from the Building including:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick up areas (if any);

(d) storage of rubbish;

(e) containment of rubbish;

(f) regularity of rubbish removal;

(g) segregation of rubbish; and

(h) special rubbish requirements.

41.4 Copy to be provided

The Building Management Committee will advise Childcare and Residential of its rubbish removal system.

41.5 Obligations

Childcare, Childcare Land Users, Residential and Residential Land Users must:

(a) drain and securely wrap all garbage and dispose of garbage in the garbage bins provided in the Garbage Rooms during the permitted times as set by the Building Management Committee from time to time;

(b) dispose of recyclable material in the area or recyclable bins of the Garbage Rooms designated for such purpose;

(c) drain and clean bottles and make sure that they are not broken before placing them in the area designated in the Garbage Rooms for bottle disposal;

(d) contact the Building Management Committee (or its nominee) to remove (at its cost) large articles of garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority; and

(e) deposit garbage, recyclable materials and other waste with the reasonable requirements of the Building Management Committee.

41.6 Make good

Childcare, Childcare Land Users, Residential and Residential Land Users must ensure when in the process of disposing garbage and recyclable material from the Units to the Garbage Rooms that:

(a) the garbage and recyclable material being transferred from the Childcare Premises or the Residential Premises is securely wrapped and drained and does not leak or spill over any part of the Building or the Garbage Rooms;

(b) at its cost clean up or remove anything which Childcare, Childcare Land Users, Residential or Residential Land Users may have spilled or leaked on any part of the Building or the Garbage Rooms as a consequence of transferring garbage, recyclable materials or waste from the Childcare Premises or the Residential Premises to the Garbage Rooms or otherwise.

41.7 Contravention of Laws

This Clause 41 does not allow Childcare, Childcare Land Users, Residential or Residential Land Users to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Law applying to the disposal of such waste.

41.8 Private arrangements

Childcare, Childcare Land Users, Residential or Residential Land Users must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by an Authority or by private services organised by the Building Management Committee.

42. Fire

The parties agree that:

(a) Commercial is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Commercial Premises; and

(b) Childcare is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Childcare Premises; and

(c) Residential is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Residential Premises;

(d) The Building Management Committee must enter into a maintenance contract in relation to the fire safety or control systems for the buildings on the Dominant Tenement and the Servient Tenement (**Fire Maintenance Contracts**) the costs of which are to be included in the Shared Costs.

43. Car Park

(a) The parties acknowledge that Commercial may enter into a management agreement for part of the Car Park with a third party (**Car Park Management Agreement**) to control and limit vehicular and pedestrian access through the Car Park.

(b) On or before the date of the Deed, Commercial must ensure that Childcare and Residential are provided with access cards to the Car Park (**Access Cards**) on the basis that a maximum of one Access Card per car parking space within the Car Park shall be provided.

(c) Subject to Clause 43(b), Childcare and Residential must provide Commercial with any replacement Access Cards that Commercial may require from time to time

provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in providing the additional Access Cards on demand.

(d) Childcare and Residential agrees to reprogram Access Cards as required by Commercial from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in reprogramming an Access Card.

(e) Childcare and Residential acknowledge that:

(i) Childcare and Childcare Land Users are prohibited from parking vehicles anywhere other than on the Childcare Premises; and

(ii) Residential and Residential Land Users are prohibited from parking vehicles anywhere other than on the Residential Premises.

(f) Childcare and Residential acknowledge that failure to comply with subclause 43(e) may result in additional fees and charges being payable by Commercial to Childcare and Residential and, in the absolute discretion of Childcare and Residential, the imposition of fines and removal of offending vehicles.

44. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

45. GST

45.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

45.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

45.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

45.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

46. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

47. Governing law

(a) This Deed is governed by the laws of the Australian Capital Territory.

(b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

48. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

49. Dispute resolution procedure

49.1 Commercial and Childcare and Residential to Attempt to Resolve

Commercial and Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Commercial Land Users and the Childcare Land Users and Residential Land Users as set out under this Clause 49, including *but not limited to disputes relating to each parties obligations set out in this Deed in relation to* the Agreed Easements.

49.2 Objective

(a) Commercial and Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.

(b) Subject to Clause 49.11 and 49.12, Commercial and Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 49 has been exhausted.

49.3 Notification

(a) Commercial and Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.

(b) A notice advising of a dispute served under the preceding clause must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which Commercial and/or Childcare and Residential relies;

(iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Commercial or Childcare and Residential giving the notice;

(v) contain any particulars of the amount in dispute (if any); and

(vi) state the resolution Commercial or Childcare and Residential seeks to the dispute.

49.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 49.3, then Commercial or Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other

parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

49.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 49.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

49.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 49.4, then the party who nominated the mediators in compliance with Clause 49.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

49.7 Appointment

(a) The mediation must take place within 20 Business Days of the appointment of a mediator; and

(b) Commercial and Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.

49.8 Mediation

Commercial and Childcare and Residential agrees that:

(a) both parties must endeavour in good faith to resolve the dispute at the mediation;

(b) the mediation is confidential;

(c) all communications related to the mediation will be without prejudice;

(d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and

(e) each party must bear its own costs of and incidental to the mediation.

49.9 Payment of fees and expenses

(a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and

(b) Subject to Clause 49.8(e) and/or Clause 49.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

49.10 Failure to enter into mediation

In the event that either Commercial or Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

49.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

49.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 49, both Commercial and Childcare and Residential may at any time institute court proceedings:

(a) to seek an urgent interim determination or remedy, including injunctive relief;

(b) in the event that any other party has failed to carry out its obligations under this Clause 49; or

(c) if it has obtained the written consent of the other parties to do so; or

(d) if the dispute has failed to resolve at the mediation.

49.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 49 while attempts are made to resolve the dispute.

50. Notices

50.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

(a) must be in writing;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Commercial

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Residential

Name:	Doma Dickson (Residential) Pty Limited
Address:	PO Box 5419 Kingston ACT 2604
For the attention of:	Ms Sandra Wade

Building Management Committee

Name:	[INSERT]
Address:	[INSERT]
For the attention of:	[INSERT]

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 50.1(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and

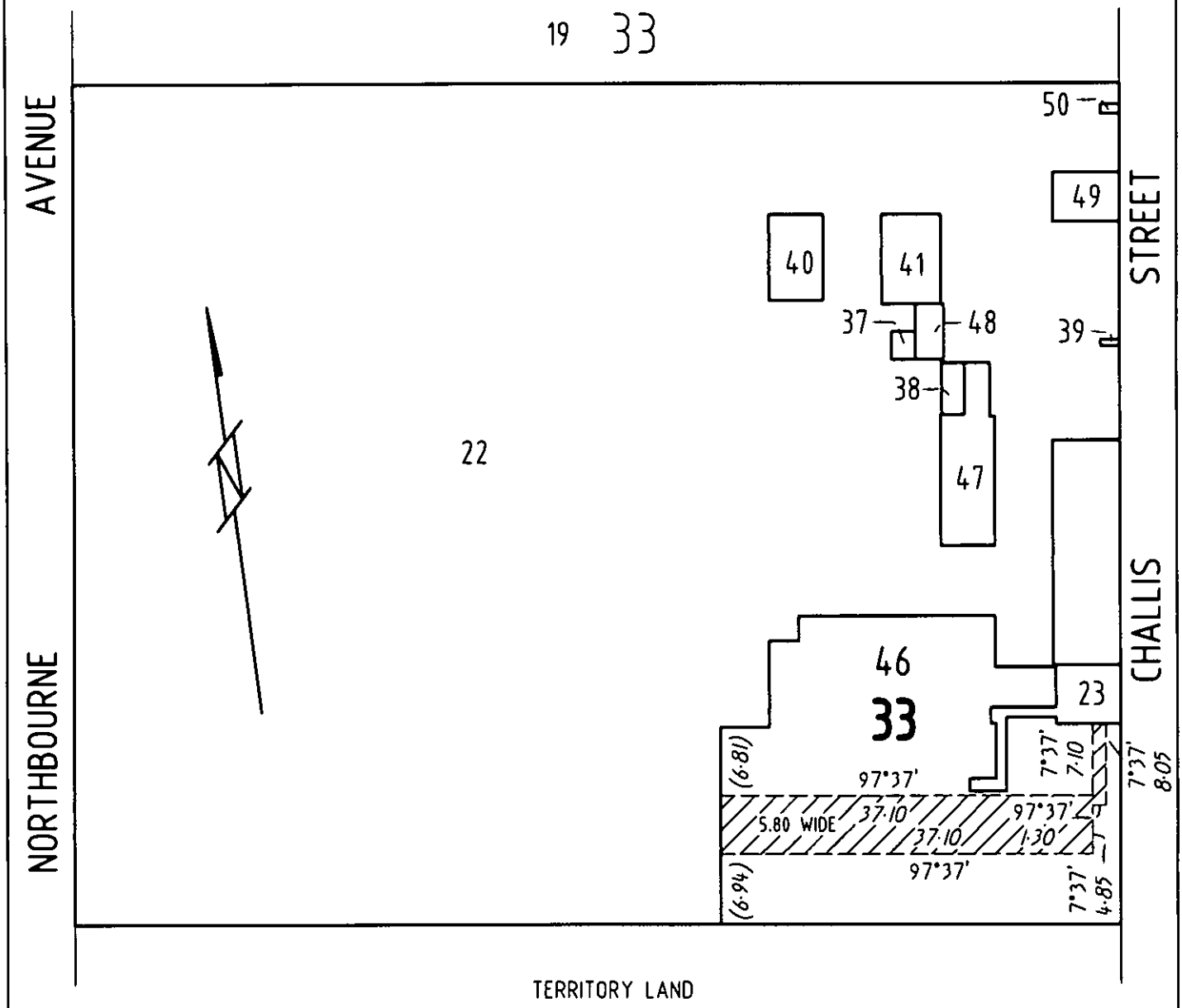
(iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

50.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Vehicle access by Commercial - basement level 1)



PROPOSED EASEMENTS FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30

SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600 Scale 0 5 10 20 METRES

Surveyed	W. CAMPBELL	
Drawn	R. FITZSIMMONS	14/05/2020
Checked		
Approved		

Surveyor, Registered under the Surveyors Act 2007.

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CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

BASEMENT 1

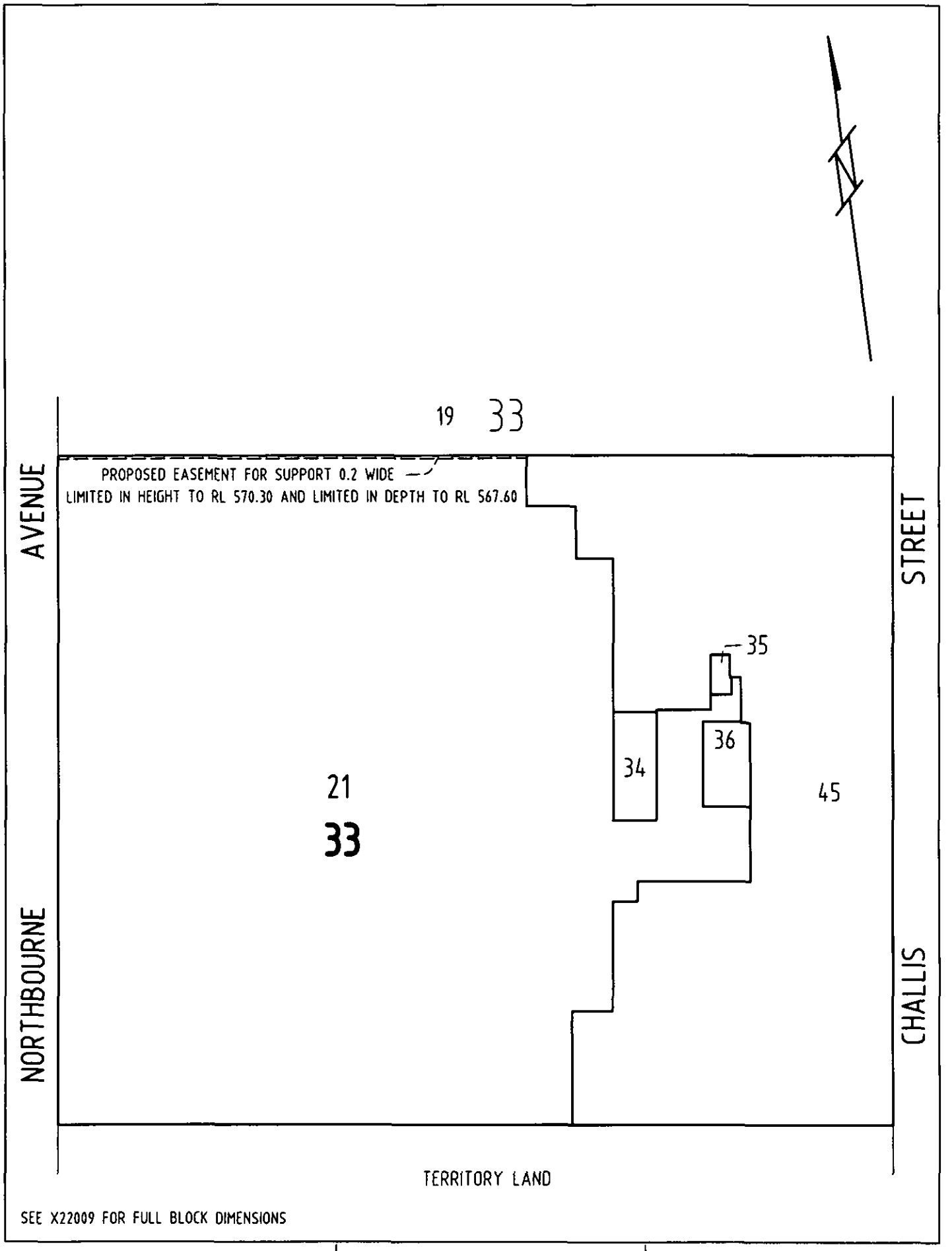
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 46 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 2 of 3 217218.06_EASEMENT.dwg

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Schedule 2 - Plan B (Support Easement)



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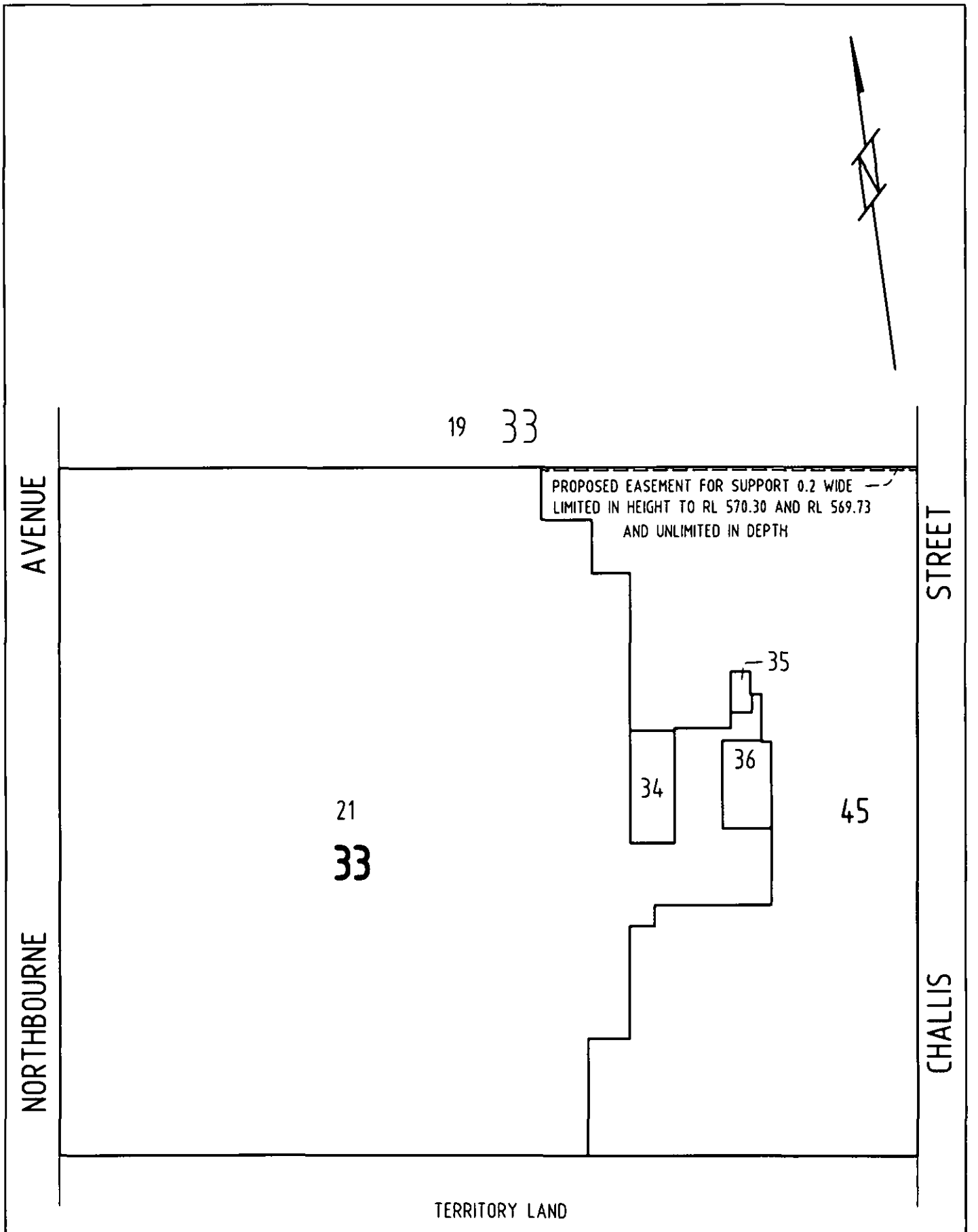
BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 21 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 1 of 3 21721B.06_EASEMENT.dwg

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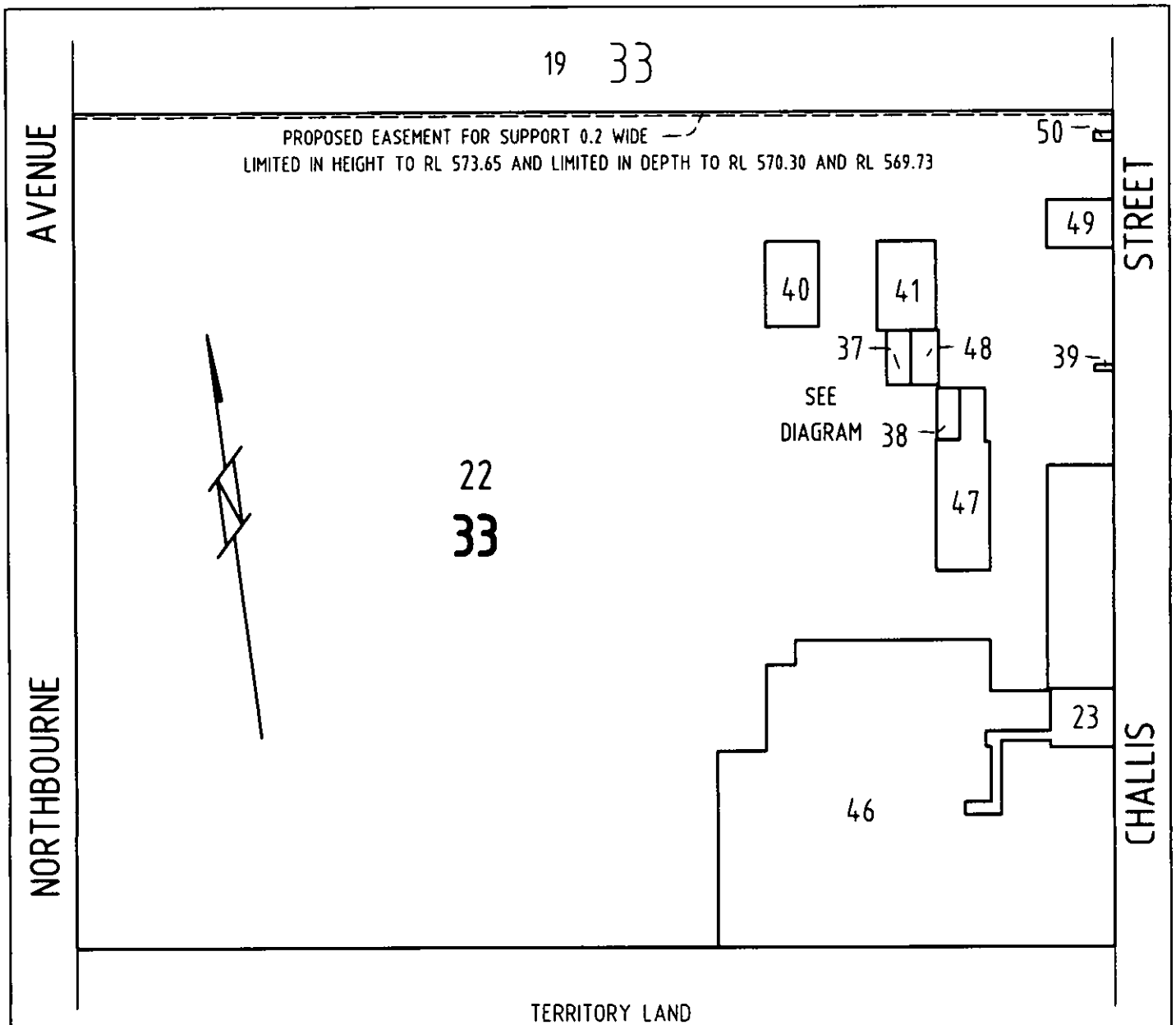
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BASEMENT 2

PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 45 SECTION 33
DIVISION OF DICKSON

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BASEMENT 1

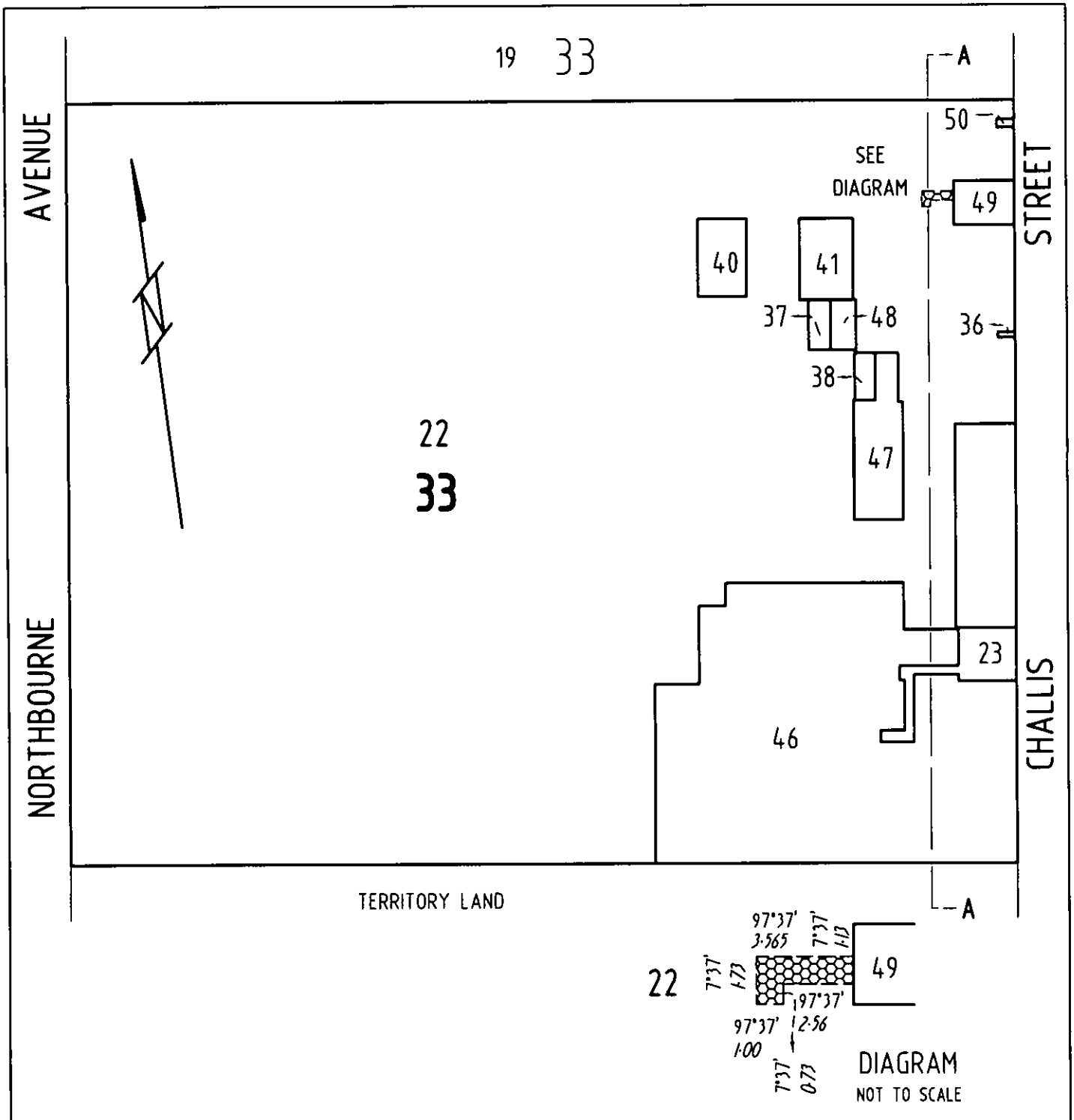
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 22 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

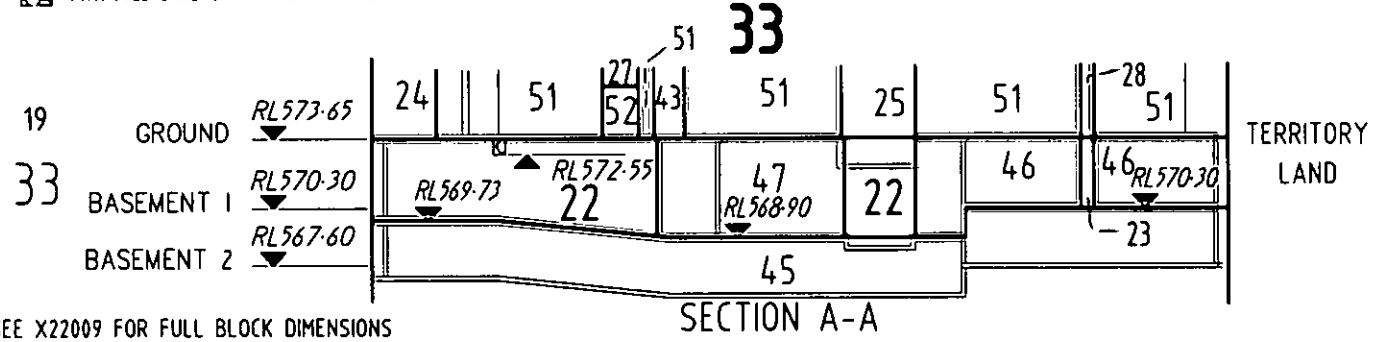
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Schedule 3 - Plan C (Utility Services and Infrastructure Easement)



PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65



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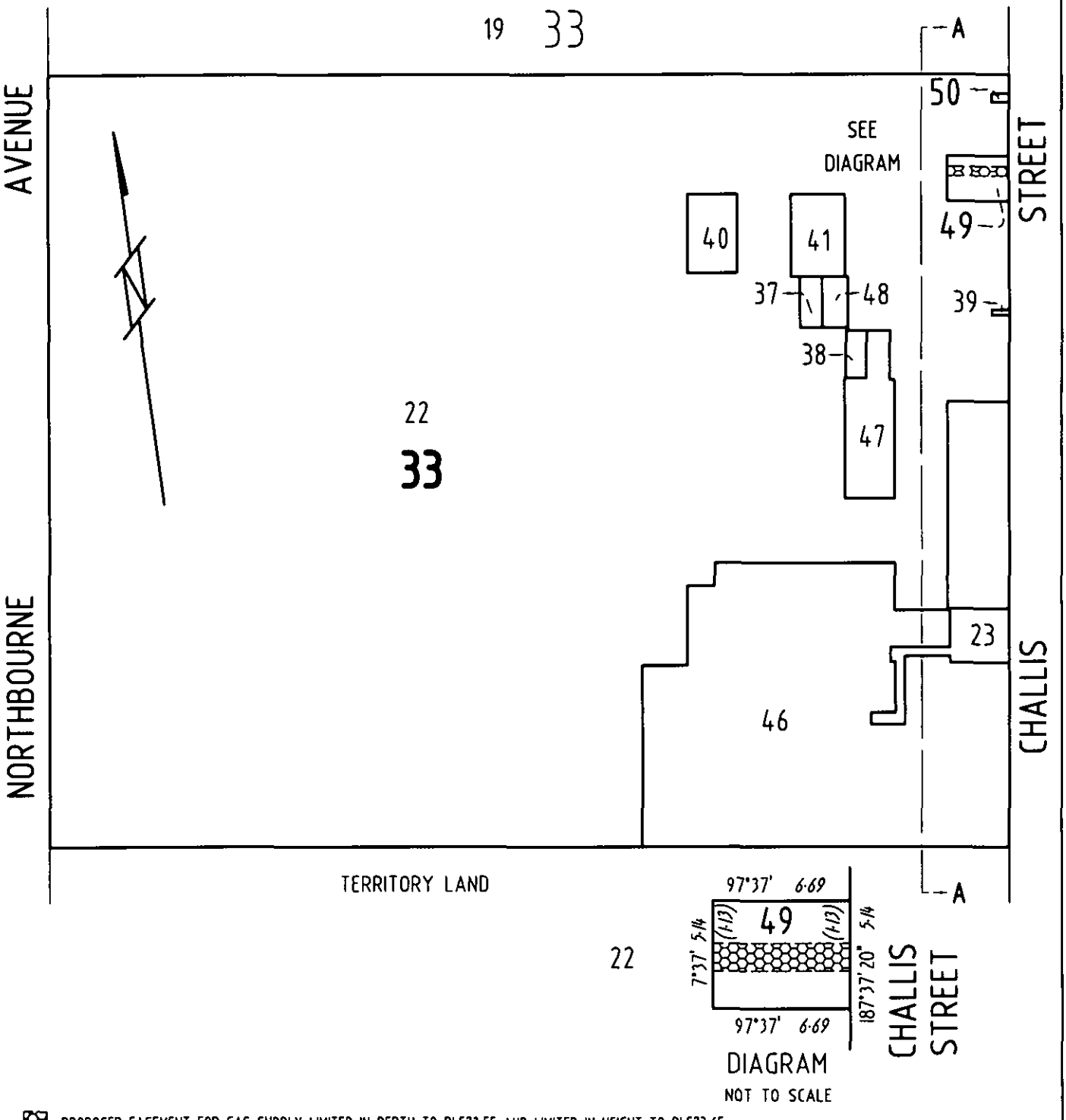
BASEMENT 1

PLAN OF PROPOSED EASEMENT
FOR GAS SUPPLY
BLOCK 22 SECTION 33
DIVISION OF DICKSON

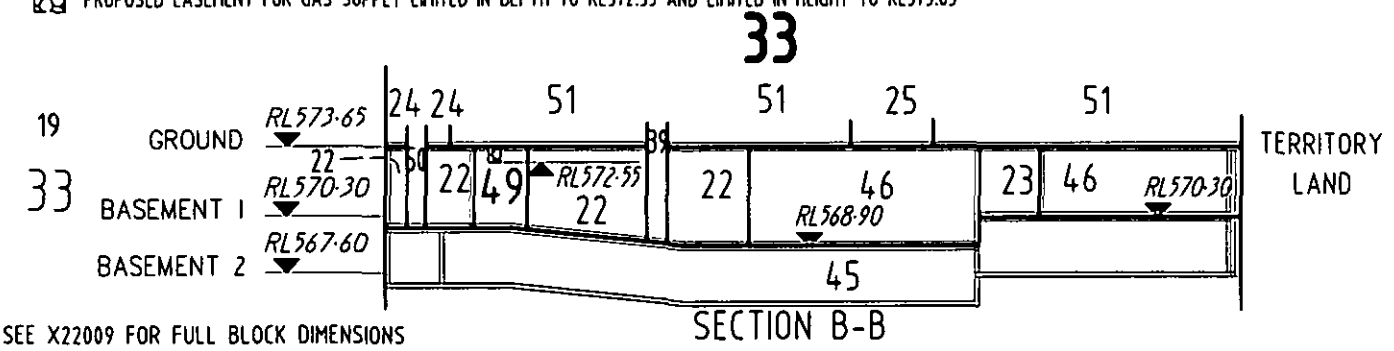
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PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65



SEE X22009 FOR FULL BLOCK DIMENSIONS

SECTION B-B

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BASEMENT 1

PLAN OF PROPOSED EASEMENT
FOR GAS SUPPLY
BLOCK 49 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 2 of 2 217218.06_EASEMENT.dwg

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Schedule 4 - Shared Facilities Register

SECTION 01 – SHARED FACILITIES REGISTER

This Section describes:

a) The shared facilities;
b) The proportion of the shared costs payable by each of the buildings; and
c) The method of determining the proportions.

In this Section:

1. ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

2. ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

3. ***Services Apparatus*** means any item of services equipment or any conducting medium.

4. ***Services Equipment*** means an item of plant or equipment in which a service is generated, contained or stores.

5. ***Exclusive Services Apparatus is Services Apparatus*** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

6. ***Access*** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.

7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to *this Management Statement*.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1
SF3A	Insurance Basement Levels	This facility includes the insurance requirements for the two basement levels and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	72.50%	3.05%	24.45%	3
SF3B	Insurance Building D	This facility includes the insurance requirements for building D, from the ground floor level to the roof and includes:	0%	11%	89%	

Colliers to advise

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 *Child Care*	L3 Residential / Retail	
		a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and h) Other costs incurred by the Committee to affect an insurance policy or under an existing policy.				
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. *This shared facility includes:* a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.	70%	3%	27%	2
SF5	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) Costs and access associated with the operation, maintenance and replacement of the shared facility.				
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	80%	20%	0%	5
SF7	*Mechanical* Plant	*This shared facility includes:* a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and Access to the shared facility for operational and maintenance matters.		*100%*		*4*
SF8	Electrical Infrastructure	Electrical infrastructure includes: a) The switch room marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various *buildings*; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Accounting, *Audits and* Taxation Fees	This shared service includes the costs *for accounting, auditing and taxation* advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities *Plan;* f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.	0%	14%	86%	1
SF12	Telecommunicatio n System	The telecommunication system includes the: a) Telecommunication room marked *SF12 on the Shared Facilities* Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Telecommunication System (cont.)	d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout thebasement levels. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY *(BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)*	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located anyand mimic panels together with their associated electrical components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or *services installed by a member*, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound *system including all light fittings*, batteries and other components	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.	57%	6%	37%	1
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: • SF4 – Car Park Access; • SF5 – Car Park Ventilation and Lighting System; • SF6 – Lift; • SF8 – Electrical Infrastructure; • SF9 – Gas Infrastructure; • SF12 – Telecommunication System; • SF15 – Fire Stairs; • SF17 – Signage.	57%	6%	37%	1
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.	0%	16%	84%	6
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1

SECTION 02 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Block.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

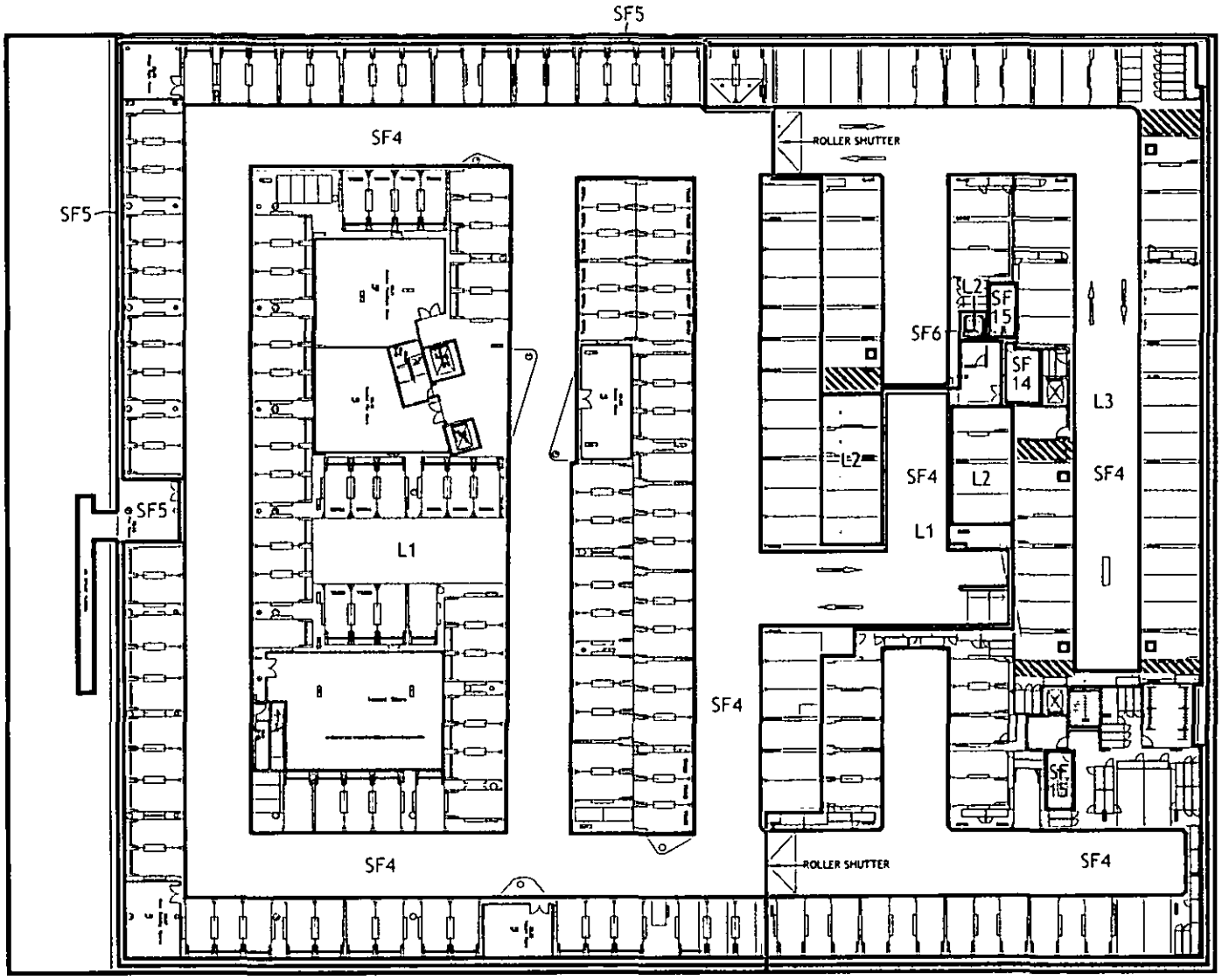
Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

Schedule 5 - Shared Facilities Plan



SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION & LIGHTING SYSTEM
SF6 – LIFT
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS

BASEMENT 2

REVISIONS						
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7	UPDATES TO SHARED FACILITIES	-	TF	PJM	01/07/20	
6	UPDATES TO SHARED FACILITIES	-	FE	PJM	29/05/20	
5	UPDATES TO SHARED FACILITIES	-	FE	PJM	11/05/20	

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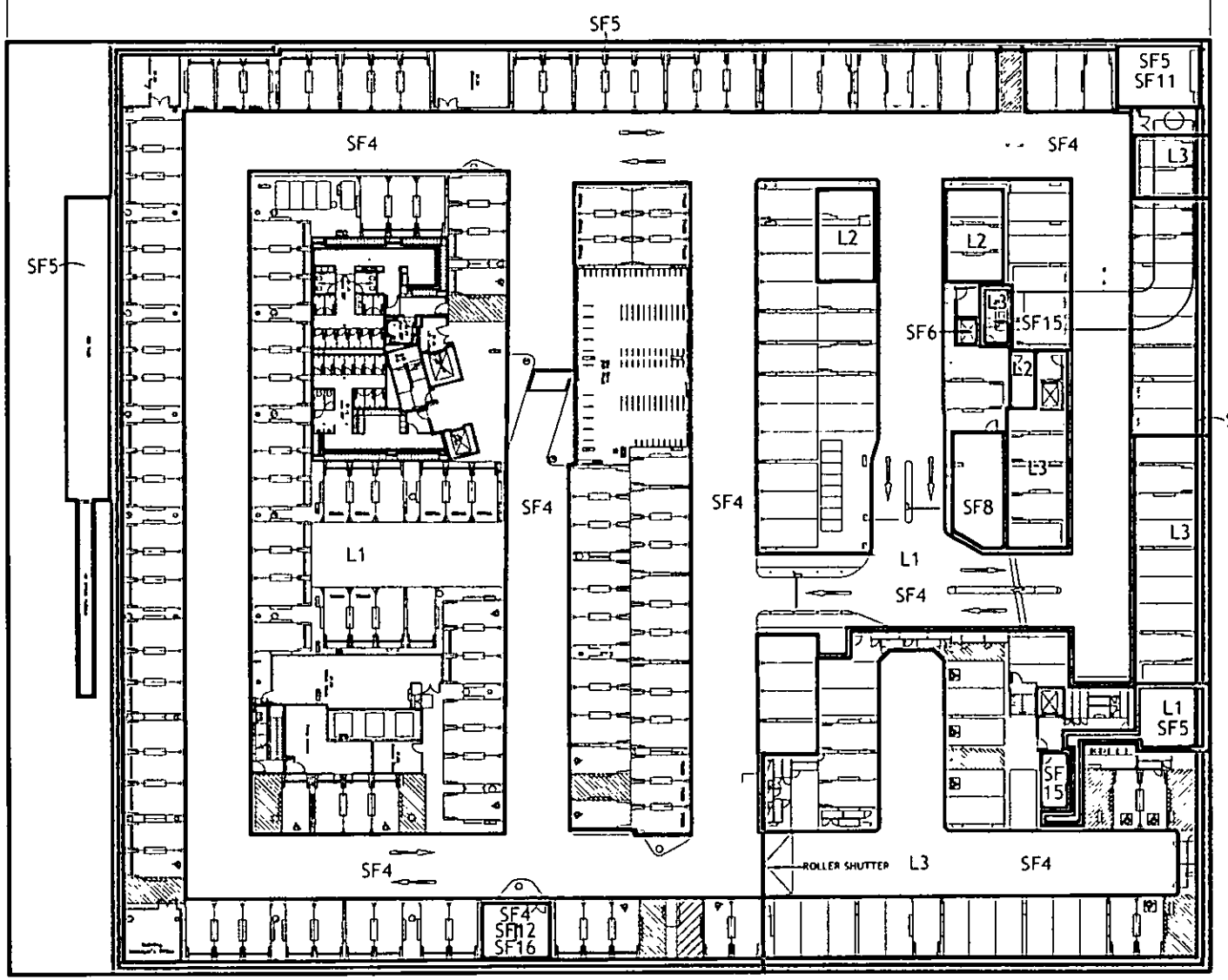
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BASEMENT 2
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SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF11 – STORMWATER SYSTEM
SF12 – TELECOMMUNICATION SYSTEM
SF15 – FIRE STAIRS
SF16 – SECURITY SYSTEM

BASEMENT 1

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6	UPDATES TO SHARED FACILITIES	-	SZ	9.JM	29/05/20	
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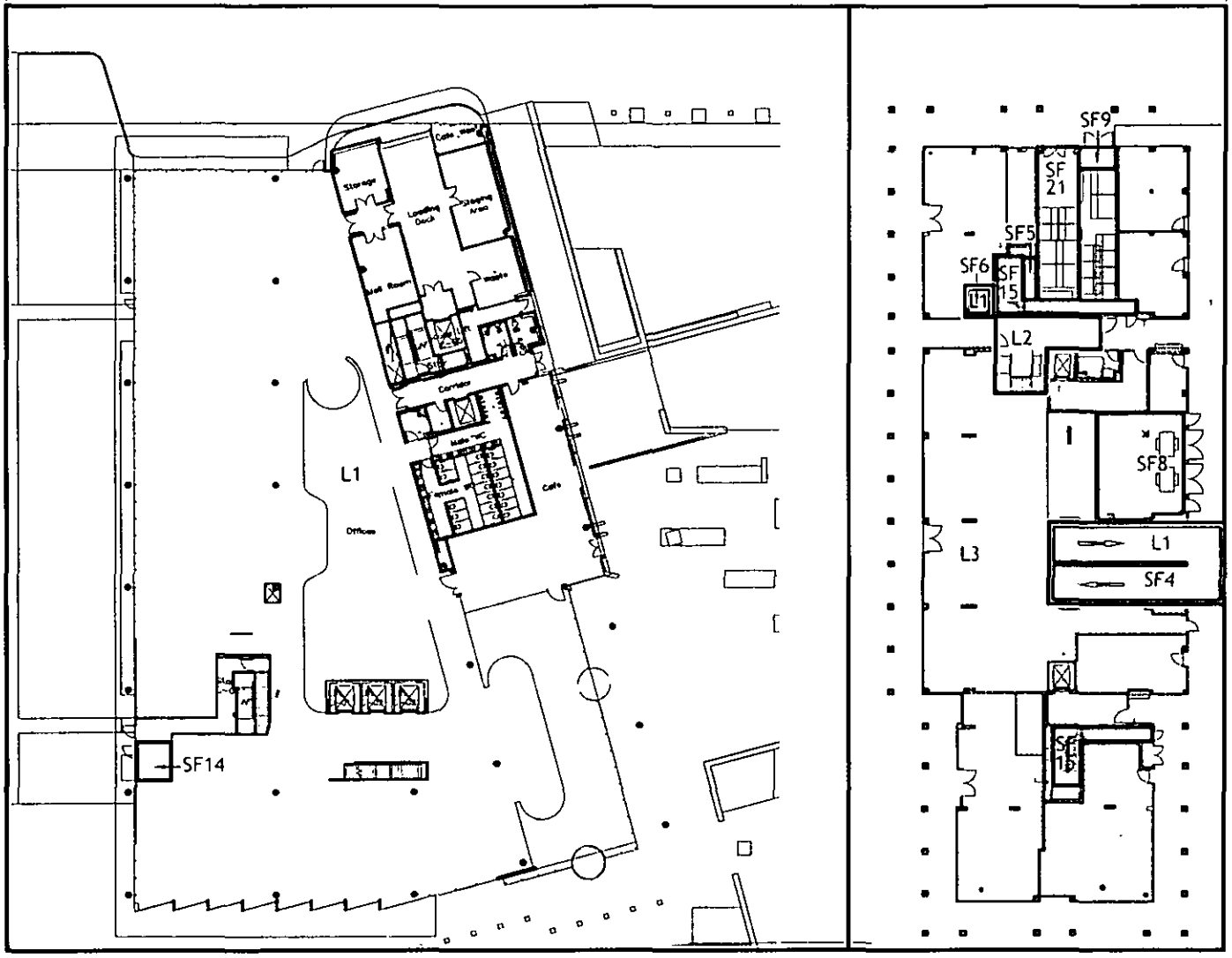
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BASEMENT 1
DICKSON INTERCHANGE, DICKSON

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SF4 – CARPARK ACCESS
SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF8 – ELECTRICAL INFRASTRUCTURE
SF9 – GAS INFRASTRUCTURE
SF14 – FIRE CONTROL SYSTEM
SF15 – FIRE STAIRS
SF21 – WASTE STORAGE ROOM AND WASTE REMOVAL

GROUND FLOOR

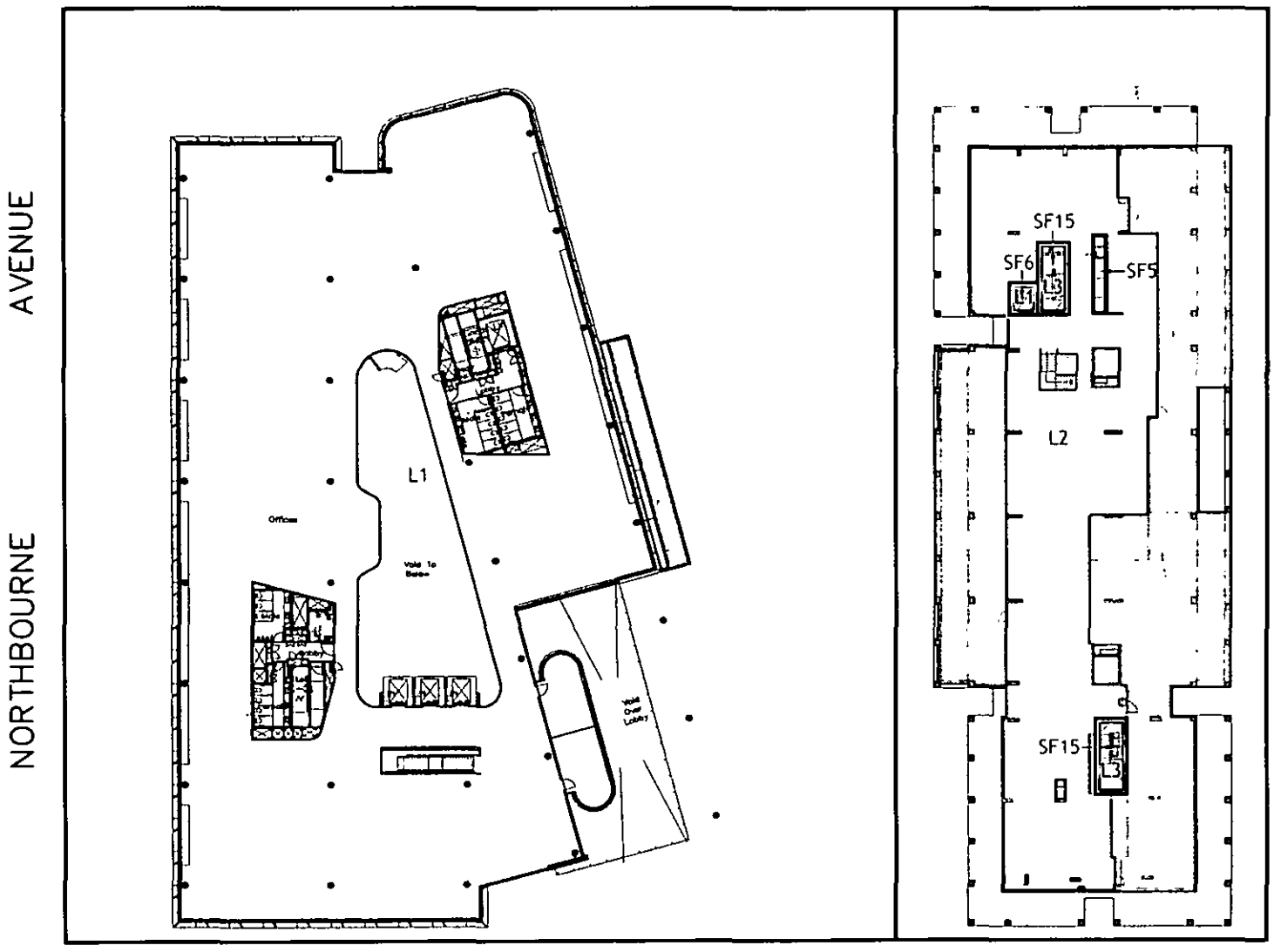
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5	UPDATES TO SHARED FACILITIES	.	HE	RJM	11/05/20	

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SF5 – CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 – LIFT
SF15 – FIRE STAIRS

LEVEL 1

REVISIONS						
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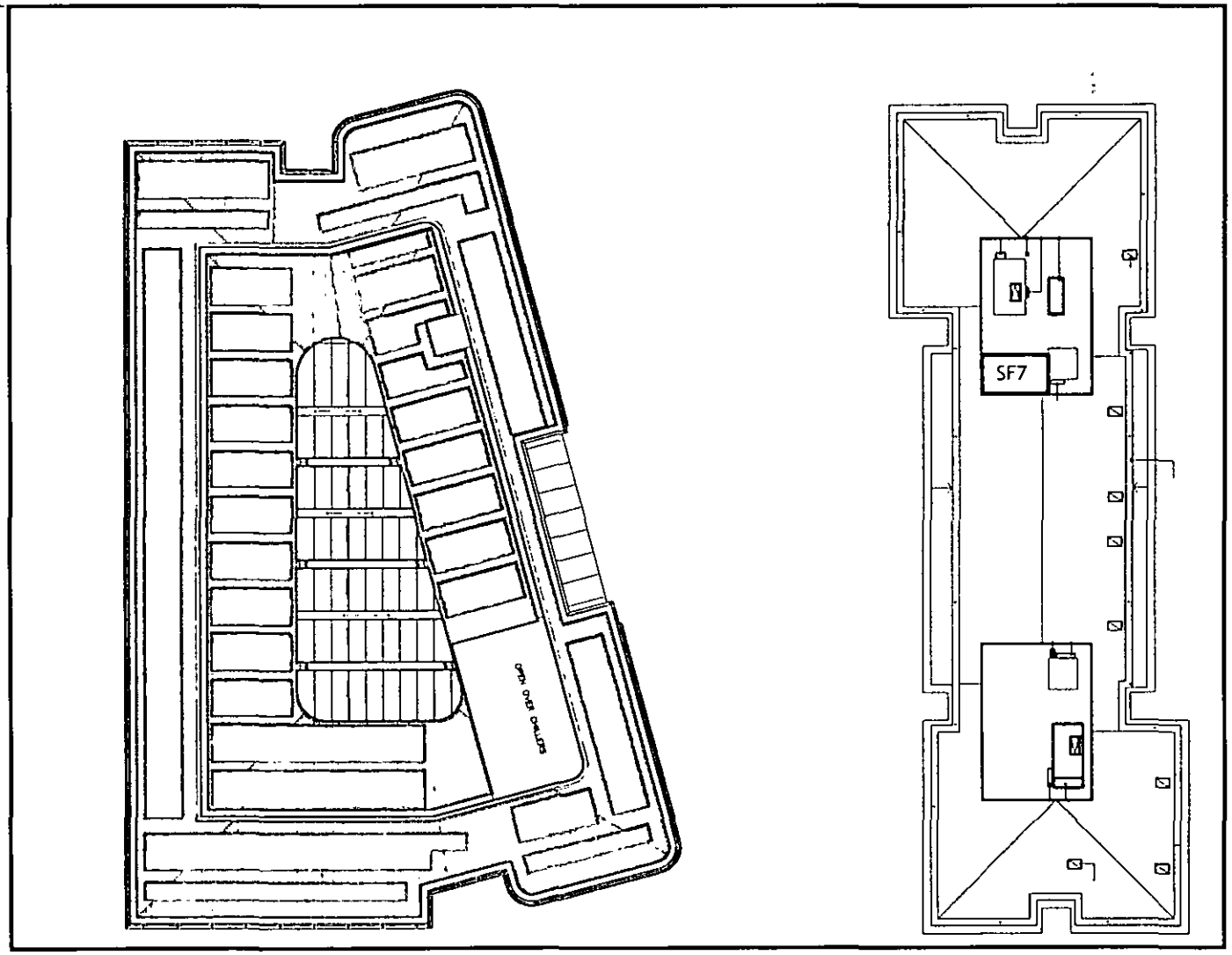
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LEVEL 1
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Revision: 7



SF7 – MECHANICAL PLANT

ROOF

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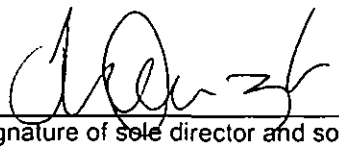
Executed as a deed.

Executed by **Residential (Grantor)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



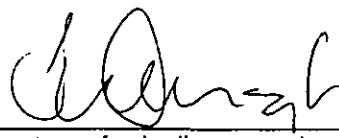
Signature of sole director and sole company secretary

Executed by **Childcare (Grantee)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

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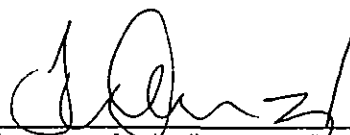
Signature of sole director and sole company secretary

Executed by **Commercial (Grantee)**

Executed by **Doma Dickson (Residential) Pty Limited ACN 166 717 335** in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

ACT Government

Access Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970.*

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001 622	Dickson	33	34	
	Dickson	33	35	
	Dickson	33	36	
	Dickson	33	37	
	Dickson	33	38	
	Dickson	33	39	
	Dickson	33	40	
	Dickson	33	41	
	Dickson	33	41	
	Dickson	33	43	
	Dickson	33	44	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE Transfer & Grant of Easement x 3

EXEC ITION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated - 14/08/2020	*Print full name and address of witness* Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

ACT Government

Access Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001. 623	Dickson	33	45	
	Dickson	33	46	
	Dickson	33	47	
	Dickson	33	48	
	Dickson	33	49	
	Dickson	33	50	
	Dickson	33	51	
	Dickson	33	52	
	Dickson	33	53	
	Dickson	33	54	
	Dickson	33	55	
	Dickson	33	56	
	Dickson	33	57	
	Dickson	33	58	
	Dickson	33	59	

Approved form AF2018-29 approved by Fred Arugay, Deputy Registrar-General on 16/07/2018 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-44 and AF2012-64
Unauthorised version prepared by ACT Parliamentary Counsel's Office

FULL NAME OF CONSENTING PARTY (Surnan e Last) (ACN required for all companies)
Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
080- TGE Transfer & Grant of Easement x 3

EXECUTION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation Dated – 14/08/2020	Print full name and address of witness Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603 Signature of witness Dated – 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

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

LEASE CONVEYANCING ENQUIRY

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

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

Unit	106	Block	45	Section	33	Suburb	DICKSON

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

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

Certificate Number: 82378 Dated: 23-SEP-20

Please Note: There are no development covenants within the current Unit Plan, therefore a Compliance Certificate is not applicable. There are multiple blocks within the current Unit Plan.

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

Date: 03-SEP-26 16:30:42

Applicant's Name : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 20269935 - 206455554

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

INFORMATION ABOUT THE PROPERTY

DICKSON Section 33/Block 45/Unit 106 — Building Class: A

Area(m2): 2,691.1
Unimproved Value: $7,710,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 53/Unit 106 — Building Class: A

Area(m2): 1.5
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 54/Unit 106 — Building Class: A

Area(m2): 13.8
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 48/Unit 106 — Building Class: A

Area(m2): 15.4
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 49/Unit 106 — Building Class: A

Area(m2): 34.3
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

DICKSON Section 33/Block 49/Unit 106

Area(m2): 34.3
Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DICKSON Section 33/Block 57/Unit 106 **Building Class: A**

Area(m2): 15.4
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 58/Unit 106 **Building Class: A**

Area(m2): 6.5
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 50/Unit 106 **Building Class: A**

Area(m2): 1.7
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 51/Unit 106 **Building Class: A**

Area(m2): 2,389.5
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

Building Class: A

DICKSON Section 33/Block 52/Unit 106

Area(m2): 8.0
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 55/Unit 106 **Building Class: A**

Area(m2): 9.5
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 56/Unit 106 **Building Class: A**

Area(m2): 9.2
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 46/Unit 106 **Building Class: A**

Area(m2): 1,190.1
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DICKSON Section 33/Block 47/Unit 106 **Building Class: A**

Area(m2): 83.2
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

DICKSON Section 33/Block 47/Unit 106

Area(m2): 83.2
Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DICKSON Section 33/Block 59/Unit 106 **Building Class: A**

Area(m2): 2,563.2
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202342394 **Lodged** 21-NOV-23 **Type** See Subclass

-- Application Details ----------

Description

PROPOSAL FOR A NEW SIGN - Installation of pylon sign on the verge of Challis Street adjoining block 45 section 33 Dickson and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	45-45	

-- Involved Parties ----------

Role	Name
Lessee	Transport Canberra City Servic
Applicant	Canberra Town Planning Pty Ltd
Representor	Active Planning
Representor	Confidential Representor
Representor	Callan, Peter
Representor	Dickson Residents Group

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

Application DA202038171 **Lodged** 22-APR-21 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR SIGNAGE ¿ Proposed signage for the Childcare Centre and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	43-43	
Canberra Central	Dickson	33	44-44	
Canberra Central	Dickson	33	51-51	104
Canberra Central	Dickson	33	51-51	106
Canberra Central	Dickson	33	51-51	110

-- Involved Parties ----------

Role	Name
Lessee	Group 28 Pty Ltd
Lessee	Group 28 Pty Ltd
Lessee	Doma Dickson (Residential) Pty
Lessee	Berkely Holdings Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA202038171 **Lodged** 22-APR-21 **Type** See Subclass

-- Application Details ----------

Description

PROPOSAL FOR SIGNAGE ¿ Proposed signage for the Childcare Centre and associated works.

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	43-43	
Canberra Central	Dickson	33	44-44	
Canberra Central	Dickson	33	51-51	104
Canberra Central	Dickson	33	51-51	106
Canberra Central	Dickson	33	51-51	110

-- Involved Parties ----------

Role	Name
Lessee	Group 28 Pty Ltd
Lessee	Group 28 Pty Ltd
Lessee	Doma Dickson (Residential) Pty
Lessee	Berkely Holdings Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA202038171 **Lodged** 22-APR-21 **Type** See Subclass

-- Application Details ----------

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	43-43	
Canberra Central	Dickson	33	44-44	
Canberra Central	Dickson	33	51-51	104
Canberra Central	Dickson	33	51-51	106
Canberra Central	Dickson	33	51-51	110

-- Involved Parties ----------

Role	Name
Lessee	Group 28 Pty Ltd
Lessee	Group 28 Pty Ltd
Lessee	Doma Dickson (Residential) Pty
Lessee	Berkely Holdings Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR DEMOLITION - Demolition of the existing buildings, structures, underground storage tank and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Australian Capital Territory G
Lessee	Land Development Agency
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Robert Henderson

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR DEMOLITION - Demolition of the existing buildings, structures, underground storage tank and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Australian Capital Territory G
Lessee	Land Development Agency
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Robert Henderson

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR DEMOLITION - Demolition of the existing buildings, structures, underground storage tank and associated works.

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

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Lessee	Land Development Agency
Applicant	Blak Plan Pty Ltd/Trading As K
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-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

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Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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Lessee	Land Development Agency
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-- Activities ----------

Activity Name	Status
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Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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Canberra Central	Dickson	33	19-20	
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Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

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Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

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Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
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Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

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District	Division	Section	Block(s)	Unit
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Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
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Lessee	Land Development Agency
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Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

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Description
PROPOSAL FOR DEMOLITION - Demolition of the existing buildings, structures, underground storage tank and associated works.

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Australian Capital Territory G
Lessee	Land Development Agency
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Robert Henderson

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Activity Name	Status
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Application DA201731906 **Lodged** 27-JUN-17 **Type** See Subclass

-- Application Details ----------

Description
PROPOSAL FOR DEMOLITION - Demolition of the existing buildings, structures, underground storage tank and associated works.

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Australian Capital Territory G
Lessee	Land Development Agency
Applicant	Blak Plan Pty Ltd/Trading As K
Representor	Robert Henderson

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
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Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
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Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA200915026 **Lodged** 10-JUL-09 **Type** See Subclass

-- Application Details ----------

Description
MIXED USE-ADDITIONS. Proposal to install a large water tank, plumbing connections and landscaping.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	

-- Involved Parties ----------

Role	Name
Lessee	Act Property Group
Applicant	Resolution Planning

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

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District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012858 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage/storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA20012860 **Lodged** 17-JUL-01 **Type** Non-residential

-- Application Details ----------

Description
Metal garage / storage shed

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Ryan
Lessee	Road User Services

-- Activities ----------

Activity Name	Status
Da - (Dap)	Approved

Application DA950776 **Lodged** 02-MAR-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Masterbuilt Garages Pty Ltd

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA950776 **Lodged** 02-MAR-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Masterbuilt Garages Pty Ltd

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA950776 **Lodged** 02-MAR-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Masterbuilt Garages Pty Ltd

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA950776 **Lodged** 02-MAR-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

Role	Name
Applicant	Masterbuilt Garages Pty Ltd

-- Activities ----------

Activity Name	Status
D+S Non Residential	Approved

Application DA950776 **Lodged** 02-MAR-95 **Type** Non-residential

-- Application Details ----------

Description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	33	2-2	
Canberra Central	Dickson	33	19-20	
Canberra Central	Dickson	33	21-59	
Canberra Central	Dickson	33	60-92	

-- Involved Parties ----------

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
33	83	202443587	PLANNING ACT 2023 - AMENDMENT TO DA202443587-S168B PROPOSAL FOR ALTERATIONS AND ADDITION. Amendment to development application for proposal for internal alterations and addition of covered outdoor seating area to existing commercial development and associated works which is still under consideration - the amendment is to propose retrospective and new signage, updated materials, finishes, and add planter boxes.	Approval Conditional	14-MAY-26

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

LAND TITLES
ACCESS CANBERRA
City and Environment Directorate

SUBLEASE

Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3002:428	**Dickson**	**33**	**45 - 59**	**106**

FULL NAME OF LESSOR/OWNER (Surname Last) (ACN required for all companies)

Group 28 Pty Limited ACN 631 464 492

FULL NAME AND POSTAL ADDRESS OF LESSEE/TENANT (Surname Last) (ACN required for all companies)

Eden Hair and Beauty Pty Limited ACN 600 205 052 of 15 Giblin Street, Downer ACT 2602

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) **-**

AREA BEING LEASED (Tick one box only)

☐ Is this a Declared Land Sublease	Requires plan signed by Surveyor-General and approval from Territory Planning Authority
☒ Whole of the Land	
☐ Part of Land containing no building/s	**DEALINGS WITH LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE TERRITORY PLANNING AUTHORITY**
☐ Part of Building or Land containing building/s	Area/Shop/Tenancy on Sublease Plan/s No.

CONDITIONS (Tick whichever is applicable)

The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated.	☒
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	☐
The covenants and conditions set out in the annexure attached are deemed to be incorporated	☒
Provide registered MOP number	☐

TERRITORY PLANNING AUTHORITY – MINISTER'S / DELEGATE'S CONSENT – DEALINGS WHERE THE SUBLEASE IS A DECLARED LAND SUBLEASE AND LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE TERRITORY PLANNING AUTHORITY

SUBLEASE COMMENCEMENT DATE	**SUBLEASE TERMINATION DATE**
1 July 2026	**30 June 2031**

CERTIFICATION **Delete the inapplicable*
Lessor

*The Certifier has taken reasonable steps to verify the identity of the Lessor or his, her or its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Benjamin Thomas Grady
Solicitor
for: *Terracon Legal*

on behalf of the Lessor

CERTIFICATION **Delete the inapplicable*
Lessee

*The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Benjamin Thomas Grady
Solicitor
for: *Terracon Legal*

on behalf of the Lessee

OFFICE USE ONLY			
Lodged by		Registered date / by	
Data entered by		Attachments/Annexures	

Information collected by the Registrar-General is disclosed to the ACT Revenue Office and Commonwealth Commissioner for tax administration purposes, ACT Government Directorates and other third parties. For more information visit: Access Canberra Privacy - Access Canberra (act.gov.au)

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	**District/Division**	**Section**	**Block**	**Unit**	**Consideration** (Only complete is if requesting transactions not be aggregated)
3002:428	**Dickson**	**33**	**45-59**	**106**	

ANNEXURE TO (insert dealing type)	**TOTAL NUMBER OF PAGES IN ANNEXURE**
Sublease Form 072-SL	

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Group 28 Pty Limited ACN 631 464 492 (Lessor) and Eden Hair and Beauty Pty Limited ACN 600 205 052 (Lessee)

TERRACON

Lease

Unit 106 in Units Plan 12812 Block 45 -59 Section 33 District Dickson

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Reference Schedule

DATE:

ITEM	TERM	MEANING
1	**Land**	Unit 106 Block 45-59 Section 33 Division Dickson
2	**Landlord**	Group 28 Pty Limited ACN 631 464 492
3	**Tenant**	Eden Hair and Beauty Pty Limited ACN 600 205 052
4	**Premises**	The whole of the Land
5	**Commencement Date**	1 July 2026
6	**Termination Date**	30 June 2031
7	**Term**	Five (5) years
8	**Rent**	$110,909.00 plus GST per annum
9	**Option Term**	Two further terms of five (5) years each
10	**Review Dates**	Rent is increased on each anniversary of the Commencement Date during the Term and any Option Term as follows: **Fixed Review Date** 1 July 2027 – 3% fixed increase 1 July 2028 – 3% fixed increase 1 July 2029 – 3% fixed increase 1 July 2030 – 3% fixed increase *If the Option Term is exercised:* 1 July 2032 – 3% fixed increase 1 July 2033 – 3% fixed increase 1 July 2034 – 3% fixed increase 1 July 2035 – 3% fixed increase **CPI Review Date** Not used **Market Review Date** *If the Option Term is exercised:* 1 July 2031
11	**Trading Hours**	Standard building trading hours of 8.00am to 6.00pm Monday to Saturday (excluding Public Holidays or as otherwise agreed with the Landlord subject to any direction from any relevant Authority)
12	**Address For Service**	**Landlord** 16/50 Geils Ct, Deakin ACT 2600 **Tenant** 15 Giblin Street, Downer ACT 2602
13	**Guarantor**	While Eden Hair and Beauty Pty Limited ACN 600 205 052 is the Tenant this item is not applicable. Otherwise, personal guarantees from all directors of a proprietary limited company that is, or becomes, the Tenant during the Term are required

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14	**Permitted Use**	Shop, limited to Personal Services, including but not limited to hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office.
15	**Security**	An amount equal to three (3) months' Rent (plus GST) being $30,499.98 (inc GST) as at the Commencement Date.
16	**Public Liability Insurance**	**A.** **Public Liability** $20 million **B.** **Plate Glass** Full replacement value **C.** **Other** All policies of cover that a usual and prudent business operation in a similar business to the Tenant's business would implement from time to time
17	**Rent Commencement Date**	The Commencement Date
18	**Trading Name**	Eden Hair Energy
19	**Tenant's Percentage**	Not Applicable
20	**Interest Rate**	12% per annum
21	**Base Year**	Not Applicable
22	**Registration**	Yes

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Lease, the following terms have the following meanings, unless the context otherwise requires:

(a) **Air Conditioning** means any air conditioning plant and equipment servicing the Premises as at the Commencement Date or as installed by the Landlord during the Term.

(b) **Authority** means any government, administrative, statutory, municipal, public or other agency, commission, tribunal or body having jurisdiction with respect to the Premises or the Building or Land (including occupation or use of the same).

(c) **Bank Guarantee** means a bank guarantee which must:

(i) be issued in a form approved by the Landlord;

(ii) be issued by a bank licensed under the *Banking Act 1959* (Cth);

(iii) contain an unconditional undertaking to pay the Landlord on demand, and any other terms required by the Landlord;

(iv) subject to clause 14(c), be for the amount specified in Item 15 of the Reference Schedule; and

(v) have no expiry date.

(d) **Base Year** means the year specified in Item 21 of the Reference Schedule.

(e) **Building** means all structures and improvements on the Land and includes all plant, equipment, fixtures and fittings on the Land owned by the Landlord.

(f) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the State where the Building is located.

(g) **Commencement Date** means the date specified in Item 5 of the Reference Schedule.

(h) **Common Area** means the areas of the Land not let or intended to be let to tenants and intended for common use by occupiers of the Land and visitors to the Land.

(i) **Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Land, the Premises or the surrounding environment unsafe or unfit for use, habitation or occupation by persons or animals or otherwise environmentally degraded and “Contaminant" has a corresponding meaning.

(j) **Control** means a power or control that is direct or indirect or is, or can be, exercised as a result of, by means of, or by the revocation or breach of a trust, an agreement, a practice, or any combination of them. This applies whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else.

(k) **Corporations Act** means the *Corporations Act 2001* (Cth) and any regulations, and other legislative instruments made in relation to the same.

(l) **CPI** means the Consumer Price Index (All Groups) for Canberra published by the Australian Bureau of Statistics and in the event that this index is discontinued or abolished, such price index as the Australian Bureau of Statistics substitutes for it.

(m) **Crown Lease** means the crown lease for the Land as varied from time to time.

(n) **Disclosure Statement** means a disclosure statement relating to the Premises given by the Landlord to the Tenant in accordance with the Leases Act.

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(o) **Existing Fitout** means the plant and equipment owned by the Tenant and forming part of the Tenant's Property as at the Commencement Date.

(p) **Fixed Review Date** means a review of the Rent in accordance with clause 3.3.

(q) **Guarantor** means the person specified in Item 13 of the Reference Schedule.

(r) **Insolvency Event** means for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

(s) **Land** means the land specified in Item 1 of the Reference Schedule.

(t) **Landlord** means the landlord specified in Item 2 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns, and in either case includes the person entitled to possession of the Premises when the Lease comes to an end.

(u) **Landlord's Assessment** means the Landlord's written determination of the current market rent for the Premises from the relevant Review Date.

(v) **Landlord's Property** means the fixtures, fittings, furnishings, plant, equipment and other property owned by the Landlord (or provided by the Landlord) on the Land, including but not limited to the air conditioning plant and equipment located within the Premises.

(w) **Law** means any act, regulation, rule, ordinance, by-law, code, legislation, delegated legislation or the listing rules of a recognised stock exchange on which the Tenant may be listed.

(x) **Lease** means this lease and any equitable or common law lease relating to it (or otherwise evidenced by this document) and any document varying this lease.

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

(z) **Market Review Date** means a review of the Rent in accordance with clause 3.5.

(aa) **Motor Vehicle** means a registered motor vehicle (which includes a registered motorbike) the details of which (such as make and registration number) have been notified to the Landlord.

(bb) **Option Term** means the period specified in Item 9, which begins at midnight at the beginning of the Commencement Date as specified in Item 9 and ends at midnight at the end of the Termination Date as specified in Item 9.

(cc) **Outgoings** means all amounts paid or payable by the Landlord in connection with the Land (plus GST on those amounts to the extent that the Landlord does not receive an input tax credit for that GST) including, but not limited to, the following:

(i) (rates and levies) rates, rents, levies and other charges payable to any Authority;

(ii) (taxes) imposts, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Authority, including land tax on the basis that the only land the Landlord owns is the Land, and to the extent the Landlord can legally recover land tax;

(iii) (insurance) any insurance premium and other expense relating to any insurance policy in respect of the Land, its use and the Landlord's Property including, but not limited to, insurance in respect of workers compensation, public liability, consequential loss and loss of rent insurance;

(iv) any other items specified in the Disclosure Statement as outgoings to which the Tenant must contribute to the extent any such charges are not capital costs or otherwise prohibited under the Leases Act,

but not including capital expenditure or depreciation.

(dd) **Outgoings Year** means the 12 month period ending on 30 June in each year or on another day specified by notice from the Landlord to the Tenant.

(ee) **Owners Corporation** means the manager or owners corporation for the Units Plan as defined in the Unit Titles (Management) Act 2011 (ACT).

(ff) **Permitted Use** means the permitted use specified in Item 14 of the Reference Schedule.

(gg) **Personal Property** has the meaning given to that term in the PPS Act.

(hh) **PPS Act** means the *Personal Property Securities Act 2009* (Cth).

(ii) **PPSR** means the Personal Property Securities Register to secure the interest in personal property.

(jj) **Premises** means the area situated on the Land and described in Item 4 of the Reference Schedule extending to:

(i) the Landlord's Property in the Premises; and

(ii) pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other utilities and supplies, situated within, above or under the Premises which connect those utilities to the Premises.

(kk) **Public Liability** means public liability insurance for the amount specified in Item 16 of the Reference Schedule covering death and injury to persons entering or near the Premises which expressly refers to and covers all of the Tenant's obligations under the Lease.

(ll) **Rent** means the amount as specified in Item 8 of the Reference Schedule as varied by this Lease.

(mm) **Rent Commencement Date** means the date specified in Item 17 of the Reference Schedule.

(nn) **Rent Review Method** means the method specified in Item 10 of the Reference Schedule.

(oo) **Reference Schedule** means the reference schedule at the beginning of this Lease.

(pp) **Review Date** means the date specified in Item 10 of the Reference Schedule.

(qq) **Rules** means the rules for the Building issued by, or on behalf of, the Landlord from time to time to the tenants of the Building during the Term.

(rr) **Security** means the security required under Item 15 of the Reference Schedule in the form of a Bank Guarantee or bond.

(ss) **Security Interest** has the meaning given to that term in the PPS Act.

(tt) **Services** means all services and systems provided to or servicing the Land including the provision of any electricity, energy, telephone, water, sewerage, fire services, lift, air conditioning, lighting, escalators, drainage, emergency lighting, sprinkler systems or related devices, hydraulic services, plant rooms, loading docks and storage areas and the fittings, fixtures, appliances, equipment or plant utilised for providing any such Services and includes and service or system utilised for access to the Building.

(uu) **Signage** means any notice or representation for the purposes of advertisement, announcement or direction and includes any sign, symbol, advertisement, neon light and other light.

(vv) **Special Conditions** means the special conditions in Schedule 1.

(ww) **State** means the state or territory in which the Land is situated.

(xx) **Tenant** means the tenant specified in Item 3 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns.

(yy) **Tenant's Agent(s)** means every agent, employee, contractor or invitee of the Tenant.

(zz) **Tenant Contribution** means, in respect of each Outgoing Year:

(i) if a Base Year is specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule multiplied by the increase in Outgoings since the Base Year; and

(ii) if a Base Year is not specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule, the percentage multiplied by all Outgoings.

(aaa) **Tenant's Property** means all the plant and equipment, furniture, fixtures, fittings and other articles in the Premises, including the Existing Fitout, which are not the Landlord's Property.

(bbb) **Tenant's Share** means the amount the Premises bears to the total net lettable area of the Building on the Land (whether leased, licensed or otherwise by any person).

(ccc) **Term** means the term specified in Item 7 of the Reference Schedule.

(ddd) **Termination Date** means the date specified in Item 6 of the Reference Schedule and includes expiration of the lease by expiration of time, termination, surrender, by operation of law or any other means of this Lease expiring (but will not include the Termination Date if the Tenant properly exercises their option for the Option Term in accordance with this Lease).

(eee) **Trading Hours** has the meaning given in Item 11 of the Reference Schedule.

(fff) **Trading Name** means the name given in Item 18 of the Reference Schedule.

(ggg) **Units Plan** means the units plan as defined in the *Unit Titles Act 2001* (ACT) for the Premises as varied from time to time.

(hhh) **Valuer** means a full member (for at least five years) of the ACT Division of the Australian Property Institute who:

(i) is licensed to practice as a valuer of the same type of property as the Premises;

(ii) has at least five years' experience in valuing that type of property; and

(iii) is active in the market for valuation of that type of property.

1.2 Interpretation

In this Lease:

(a) words referring to persons include bodies corporate, associations, government bodies, executor, administrator or successor in law;

(b) a reference to one gender includes both male and female;

(c) a reference in singular includes a reference to the plural (and vice versa);

(d) headings are for convenience and are not intended to form part of this Lease;

(e) a reference to legislation is a reference to legislation as amended, re-enacted, replaced and includes any subordinate legislation issued under it;

(f) if an example is given, that example does not limit the scope of the thing being described;

(g) a reference to an Item is a reference to an item in the Reference Schedule; and

(h) any term defined in the Reference Schedule, has the same meaning throughout this Lease.

1.3 Business Days

If the day on or by which a person must do something under this Lease is not a Business Day:

(a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party:

(a) an obligation of those persons is joint and several;

(b) a right of those persons is held by each of them severally; and

(c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

(i) a representation, warranty or undertaking is given by each of them separately; and

(ii) a reference to that party or that term is a reference to each of those persons separately.

1.5 Treatment of Laws

All covenants on the part of the Tenant implied by section 20(3) of the Leases Act or sections 119, 120 or 121 of the *Land Titles Act 1925* (ACT) are excluded to the extent permissible at Law.

2 Grant of the Lease

2.1 Grant of Lease

(a) The Landlord leases the Premises to the Tenant on the terms and conditions of this Lease subject to any prior encumbrances on the title to the Land.

(b) The term of this Lease will be for the period beginning on the Commencement Date and terminating on the Termination Date.

2.2 Holding Over

(a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Termination Date, and the Tenant has not properly exercised their option for any further Option Term in accordance with this Lease, the Tenant is a monthly tenant and must pay in advance on the first day of each month:

(i) one twelfth of the Rent; and

(ii) any other money payable under this Lease,

increased by 5%, and then increased by that same percentage on the anniversary of that date each year.

(b) The Security will continue to be held by the Landlord under any holding over period.

(c) Subject to clause 2.2(a), the monthly tenancy will be on the same terms as this Lease aside from any changes that are necessary due to the monthly nature of the tenancy.

(d) Either party may terminate the monthly tenancy by giving one months' written notice.

3 Rent and Outgoings

3.1 Rent

(a) The Tenant must pay the Landlord the Rent for the Term by equal monthly instalments by electronic funds transfer to the Landlord's nominated bank account or by any other payment method as directed by the Landlord from time to time.

(b) The first payment of Rent will be due on the Rent Commencement Date, and each monthly payment will be due in advance on the first day of each month thereafter.

3.2 Rent Reviews

The Rent will be adjusted on the Review Date by the Rent Review Method.

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3.3 Fixed Review Date

For any Fixed Review Date, the Rent payable from the Review Date is the Rent payable immediately before that Review Date, plus an amount equal to the Rent multiplied by the percentage or increased to the amount appearing in Item 10 of the Reference Schedule.

3.4 CPI Review Date

For any CPI Review Date, the Rent payable from the Review Date is calculated as follows:

$$A = \frac{B \times C}{D}$$

where:

A is the Rent payable from the Review Date;

B is the Rent payable immediately before the Review Date;

C is the CPI last published prior to the Review Date; and

D is the CPI last published prior to the last Review Date. If this is the first Review Date under this Lease then the last Review Date under this clause 3.4 is deemed to be the Commencement Date.

3.5 Market Review Date

For any Market Review Date, the Rent will be reviewed in accordance with the following process:

(a) not earlier than 3 months before and any time after a Market Review Date, the Landlord may issue the Tenant with the Landlord's Assessment of the new rent which is to apply from that Market Review Date (**New Market Rent**). If the Landlord does not give a notice in accordance with clause 3.5(a), the Market Review Date will be deemed to be a Fixed Review Date and clause 3.3 will apply;

(b) if the Landlord has not issued a notice of assessment of the new Rent before the Market Review Date then the Rent payable from that Market Review Date will be the Rent payable on the date immediately prior to that Market Review Date increased by 5%;

(c) if the Tenant does not agree with the Landlord's Assessment of the New Market Rent, then the following process will apply:

  (i) the Tenant must provide the Landlord with a notice that the Tenant disputes the New Market Rent and requires the Market Rent Review to be conducted in accordance with this clause 3.5(c);

  (ii) if the parties cannot agree on the New Market Rent within 14 days after the Landlord receives the notice from the Tenant under clause 3.5(c)(i), either the Landlord or the Tenant may ask the Magistrates Court to refer a dispute regarding the New Market Rent for mediation;

  (iii) after the Magistrates Court receives a request to refer the dispute to mediation, it must either:

    (A) if a court considers that the mediation would not be productive or if the parties agree – after consultation with the parties, appoint a Valuer to determine the New Market Rent; or

    (B) refer the dispute to a mediator for mediation;

  (iv) if the Magistrates Court refers a dispute for mediation, the mediator must report the result of the mediation to the court not later than 28 days after the dispute was referred;

  (v) if the mediator reports to the Magistrates Court that the parties cannot agree on the New Market Rent, the court must, after consultation with the parties, appoint a Valuer to work out the New Market Rent;

(vi) the Valuer, if appointed, will determine the New Market Rent in accordance with schedule 1 of the Leases Act and provide a report (**Valuer's Report**) to the Magistrates Court within 28 days after the appointment. On receiving the Valuer's Report, the Magistrates Court must provide the parties with a copy;

(vii) the New Market Rent determined under the Valuer's Report will be the new Rent if the parties fail to agree on a different rent to be charged within 14 days after being given a copy of the Valuer's Report.

3.6 Outgoings

The Parties agree and acknowledge that all Outgoings payable in connection with the Premises are included in the Rent and payable by the Tenant in accordance with clause 3.1.

3.7 Services and Utilities

The Tenant must pay:

(a) all charges, licence and inspection fees arising from the Tenant's use of the Premises;

(b) to the relevant Authority when payment is due all charges for telephone, gas, electricity provided to the Premises which are assessed independently from the Land; and

(c) if a fire alarm is triggered due to the negligent act or omission of the Tenant or the Tenant's Agents, the Tenant must pay, or reimburse the Landlord for, all costs incurred as a consequence, including charges imposed by the relevant fire authority.

3.8 Interest on overdue amounts

If any instalment of Rent or any money due under this Lease (including Outgoings) by the Tenant to the Landlord remains unpaid for five (5) Business Days, whether any demand has been made by the Landlord or not, the Tenant will pay the Landlord interest at the rate specified in Item 20 of the Reference Schedule from the date that the relevant amount was due until the entire overdue amount is received by the Landlord. This clause does not limit any other rights that the Landlord may have.

3.9 Grease Trap

(a) This clause only applies where there is within, or connected to, the Premises any grease trap or exhaust ducts.

(b) The Tenant is responsible for all costs associated with the cleaning and servicing any grease trap or exhaust duct riser or fan connected to or servicing the Premises, including any preventative maintenance.

(c) The Tenant must:

(i) enter into a contract with a reputable service provided for the purpose of servicing and maintenance of any grease trap or exhaust ducts in the Premises;

(ii) arrange for any grease trap to be emptied and cleaned every three (3) months, and any exhaust duct to be cleaned at least twice a year or on such other occasions required by any Authority, at its cost entirely;

(iii) provide the Landlord with a copy of the service contract entered into pursuant to clause 3.9(a) if requested by the Landlord within 5 Business Days; and

(iv) provide the Landlord with evidence that such cleaning and servicing of any grease trap or exhaust ducts has been completed in accordance with clause 3.9(b), by providing the Landlord with a valid tax invoice.

3.10 Flushing fixtures

Despite any other provision in this Lease, the Tenant must meet the full amount of any levy, charge, duty, impost or other tax imposed in relation to flushing fixtures installed in the Premises by or for the Tenant.

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4 Maintenance and repairs

4.1 General

The Tenant must:

(a) keep the Premises (including any shop front of the Premises) and any areas exclusively used by the Tenant in a clean and tidy condition at all times and in good and substantial repair and working condition except for any fair wear and tear;

(b) repair the Premises within fourteen (14) days after being served with a notice of any defect or lack of repair for which the Tenant is responsible. If the Tenant does not comply the Landlord may (without being required to do so and without prejudice to any other rights which the Landlord may have against the Tenant) carry out the repairs, the cost of which will become a debt immediately due and payable by the Tenant to the Landlord and if not paid will be recoverable by the Landlord;

(c) maintain in proper working order and arrange for the relevant inspections of all fire prevention and detection equipment as required by Law;

(d) maintain all finished surfaces in good condition and re-finish those surfaces in a workmanlike manner with good quality materials when reasonably required by the Landlord and at the expiry or earlier termination of this Lease;

(e) keep the Premises free of rubbish and keep all waste in proper receptacles and arrange for its regular removal;

(f) immediately repair any damage to the Premises (including, but not limited to, any plate glass including interior windows), Building or Landlord's Property caused by the Tenant or any of the Tenant's Agents;

(g) immediately replace any faulty or broken door and window locks and fittings;

(h) immediately replace any faulty or broken or damaged heating, lighting, plumbing or electrical equipment in the Premises; and

(i) keep the Premises free from any pests and (if required by the Landlord) engage a professional exterminator approved by the Landlord to remove or prevent pest infestation at the Tenant's own cost.

4.2 General prohibitions

The Tenant must not and must ensure that the Tenant's Agents do not:

(a) allow anyone to sleep on the Premises or hold any auction, fire or bankruptcy sale or public meeting on the Premises;

(b) cause any nuisance, disturbance or damage to the Landlord or any other tenant or occupant of the Land as well as any user of neighbouring land;

(c) except where a client or visitor of the Tenant's business is accompanied by a pet and the pet departs with the client or visitor, keep any animals or birds on the Premises;

(d) place in the Premises any Tenant's Property which does or could, in the Landlord's opinion, overload any part of the Building or Land, damage the Premises or disturb the efficient operation of any Service;

(e) do anything which could prejudice the Landlord's interest in the Premises or the Land;

(f) smoke, or vape on the Land (unless there is a designated smoking area);

(g) except where reasonably required for the operation of the Tenant's business, store or use inflammable or dangerous substances on the Premises;

(h) put anything which is likely to cause obstruction or damage down any sink, toilet or drain; and

(i) alter the Landlord's Property or use the Landlord's Property for anything other than its intended use.

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5 Use of Premises

5.1 General obligations

The Tenant must:

(a) use the Premises for the Permitted Use only;

(b) comply with all Laws with respect to the Tenant's use of the Premises;

(c) at their own cost, obtain any necessary approvals required to carry out the Tenant's business from the Premises;

(d) keep the Premises open and fully stocked during the Trading Hours;

(e) pay all charges for all Services relating to the Tenant's use of the Premises, including those provided by the Landlord, and pay for the costs of any meters installed in the Premises;

(f) install any fixtures or fittings in a good and workmanlike manner;

(g) immediately make good (or at the Landlord's option reimburse the Landlord the cost of remedying) any damage caused to adjoining premises by acts or omissions of the Tenant, the Tenant's employees, agents, licensees and invitees or others claiming through or under the Tenant;

(h) comply, and ensure that the Tenant's Agents comply, with all requirements and recommendations of any Authority, the Landlord or any insurer in respect of fire safety in the Building, including by installing further equipment, and upgrading the fire safety facilities in the Premises;

(i) comply with any requirements regarding the prevention of fires in the Building; and

(j) make every payment under this Lease to the Landlord without any set-off, counterclaim, withholding or deduction.

5.2 Restrictions on use of the Premises

The Tenant must not:

(a) cover or obstruct the windows or skylights that reflect or admit light into any place in the Premises;

(b) overload, in the opinion of the Landlord, any part of the Building or Premises;

(c) allow any of the Tenant's Agents to drive or park vehicles on the Land;

(d) except in an emergency interfere with any of the Services or equipment in the Premises;

(e) use the Common Areas for any purpose other than that for which they are provided;

(f) trade outside the Trading Hours without the Landlord's consent and provided that the Tenant meets the costs associated with opening and operating the Building for the additional hours;

(g) obstruct the proper functioning of any equipment of the Building; and

(h) obstruct the Car Park Area.

5.3 Notification

The Tenant must immediately notify the Landlord of any damage or destruction occasioned to the Premises, Building or the Land that they become aware of.

5.4 No exclusivity

The Tenant has not been granted an exclusive right to the Permitted Use and that other tenants in the Building may have, or in future may be granted, leases with permitted uses that are the same or similar to the Permitted Use.

5.5 Suitability of Premises

The Landlord does not warrant that the Premises are suitable for all or any of the Tenant's proposed uses of the Premises or the Land.

5.6 Landlord's Property and Premises

The Tenant warrants that it has satisfied itself as to the condition of the Premises prior to taking possession of the Premises and that the Landlord's Property and Services are in good and working order as at the Commencement Date.

5.7 Trading Name

The Tenant may operate and/or change the nature of their business under a name other than the Trading Name without the Landlord's written consent.

5.8 Common Area

(a) The Tenant must not obstruct the Common Areas and must ensure they are left clean and tidy at all times.

(b) The Landlord will have the right to carry out any works, renovations and repairs of the Common Areas in its absolute discretion on the condition that the Landlord uses all reasonable endeavours to minimise inconvenience to the Tenant.

5.9 Measurement of lettable area

The net lettable area of the Premises and the Building will be determined in accordance with the Property Council of Australia Method of Measurement, published or used by the Property Council of Australia in respect of premises such as the Premises and buildings such as the Building.

5.10 Emergency evacuation drills

The Tenant and the Tenant's Agents must comply, at their own cost, with all the Landlord's requirements for participation in emergency evacuation procedures and drills in relation to the Building or Land.

5.11 Tenant's obligation not to contaminate land

(a) The Tenant covenants that, during the continuance of this Lease, the Tenant must:

(i) not use or permit to be used or stored at the Premises any radioactive, toxic or hazardous chemicals, waste or substances, except in concentrations and quantities permitted by the relevant Authorities and in accordance with any licences, permits or authorisations required by law and in accordance with the conditions imposed by such Authorities or under their permission;

(ii) comply with the demands, notices and requirements of the Authorities in respect of contamination of the Premises caused by the Tenant or by occupiers of the Premises, including notices to remediate the Premises;

(iii) notify the Landlord within five (5) Business Days after receiving any demand or notice from an Authority in respect of contamination of the Premises or of becoming aware of any contamination of the Premises or the Land; and

(iv) indemnify the Landlord against any liability, loss, damage, expense or claim which the Landlord may incur as a consequence of the breach by the Tenant of any obligation under this clause 5.12, including fines, legal costs, consultants' fees and remediation costs.

(b) If as a result of the presence of Contamination on the Land or in the Building the Tenant is required by any Authority to vacate part or all of the Premises, the Landlord will not be liable to the Tenant for any loss or damage whether consequential or otherwise, arising directly or indirectly from the Tenant's need to vacate the Premises or part of the Premises.

(c) The Tenant acknowledges that the Premises and Building may contain asbestos (depending on the age of the Building on the Land). The Landlord will provide the Tenant any information concerning asbestos on the Building and Land upon receiving written request from the Tenant (as available to the Landlord at that time). To the extent permitted by Law, the Tenant releases the Landlord from any claim, damage, loss, injury, death or liability arising in connection with the presence of any asbestos on (or in) the Land.

6 Tenant Works

(a) The Tenant must not make any alterations or additions to the Premises without the Landlord's consent (which may be withheld in the Landlord's absolute discretion) and any approval or consent required from the relevant Authority.

(b) The Tenant must not decorate the Premises, or erect any sign or antenna or install any Tenant's Property in the Premises, without the Landlord's consent, which may be withheld in the absolute discretion of the Landlord.

(c) If requested by the Landlord, the Tenant must give the Landlord a copy of the plans and specifications for any proposed alterations or additions.

(d) The Landlord may approve of any proposed alterations or additions on condition that:

(i) all work is supervised by a nominee of the Landlord;

(ii) the work is carried out by a person approved by the Landlord, whose approval must not be unreasonably withheld;

(iii) the Tenant has in place and provides evidence of any additional insurances required by law or as otherwise reasonably required by the Landlord;

(iv) the work is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Premises;

(v) the Tenant pays on demand all costs incurred by the Landlord in respect of the works including its consideration of the proposed works and their supervision (including any architect's or consultant's fees);

(vi) the Tenant obtains and gives the Landlord copies of all approvals and certificates of compliance from any relevant Authority;

(vii) the Landlord (acting reasonably) is satisfied that the Tenant, in designing and constructing any alterations or additions, is complying with its obligations under this clause 6; and

(viii) specified alterations to the Premises should be reinstated, or should not be reinstated, and specified items of Tenant's Property should be removed, or should not be removed, when the Tenant vacates the Premises.

(e) The Landlord and the Tenant agree that where conditions are imposed by the Landlord pursuant to clause 6(d)(viii) requiring that specified alterations should not be reinstated and should remain when the Tenant vacates the Premises, then such alterations are deemed Fixtures for the purposes of the PPS Act.

7 Air Conditioning

(a) The Landlord will provide air conditioning to the Premises from 8.00am to 6.00pm on any Business Day (excluding any public holiday in the ACT) at no cost to the Tenant and remains responsible for the repair of the air conditioning system, except where the need for repair arises following a default by the Tenant under this clause.

(b) The Tenant is responsible for the routine preventative maintenance and servicing of the air-conditioning system and must arrange for the routine maintenance and servicing of the air

conditioning system by appropriately qualified tradesman every six (6) months throughout the Term. The Tenant must provide evidence to the Landlord of the Tenant complying with this clause 7(b) upon request by the Landlord.

(c) If the Tenant requires out of hours Air Conditioning of the Premises outside of normal Trading Hours on each Business Day, the Tenant must request this from the Landlord in writing. All out of hours air conditioning requested by the Tenant will be charged at a rate determined by the Landlord from time to time on a per hour, per zone basis. Any charges payable by the Tenant under this clause will be due within fourteen (14) days of the Landlord issuing an invoice to the Tenant.

(d) The Landlord:

(i) acknowledges that the property operation of the air conditioning system servicing the Premises is critical for the operation of the Tenant's business; and

(ii) agrees that if the air conditioning system:

(A) ceases to operate properly or at all; and

(B) requires repair or replacement,

and the air conditioning system is not repaired or replacement, or is otherwise not operating properly for a consecutive period of 14 days or an aggregate period of 21 days within any 30 day period, the Rent payable by the Tenant under this Lease abates until the air conditioning system is repaired or replaced, or is otherwise operating properly.

8 Signage

(a) The Tenant will not display, or permit to be displayed, any Signage on the Building or the Land (or the Premises, if visible from outside the Premises) without the prior written consent of the Landlord and all approvals required from the relevant Authority.

(b) Such consent by the Landlord to permit Signage cannot be unreasonably withheld, and the Landlord may demand a fee for such consent.

(c) Upon the expiry of the Lease, the Tenant must remove any Signage and remedy any damage occasioned as a result of that removal.

9 Make Good

9.1 Condition of Premises

The Tenant acknowledges that:

(a) it accepts the Premises as-is-where-is in their present state of repair inclusive of all latent and patent defects; and

(b) the Premises were in good repair at the Commencement Date or the date the Tenant first took occupation of them (whether under this Lease or a previous Lease).

9.2 Expiry of the Lease

Subject to clause 2.2, when the Term ends or the Lease is terminated, the Tenant must:

(a) peaceably surrender and yield up the whole of the Premises in good order and substantial repair;

(b) repair any damage caused to the Premises or Building from the Tenant complying with this clause 9.2; and

(c) return all keys, access passes and other entry devices to the Landlord or its nominated agent.

9.3 Failure to remove the Tenant's Property

The Tenant authorises the Landlord to do whatever they see fit (including arranging for any goods or fixtures of the Tenant left in the Premises, including the Existing Fitout, to become the absolute property of the Landlord, entitling the Landlord to deal with that property in any way and not account to the Tenant for the proceeds of any sale of those goods).

10 Insurance

10.1 Public liability

The Tenant must take out and maintain a public liability insurance policy in respect of the Premises and the business it carries on in the Premises:

(a) under which the maximum amount payable for a single claim is at least the amount specified in Item 16 of the Reference Schedule, or any other amount reasonably required by the Landlord;

(b) which contains all provisions that are normally contained in public liability policies and any other provisions reasonably required by the Landlord;

(c) which, without limiting the rest of this clause 10, covers death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and

(d) which expressly refers to and covers all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord.

10.2 Contents

The Tenant must take out and maintain insurance for the contents of the Premises against damage, destruction and any other risk for their full replacement value or on a reinstatement basis, as required by the Landlord.

10.3 Plate glass

The Tenant must take out and maintain an insurance policy for all plate glass in the Premises and all exterior windows of the Premises:

(a) for their full insurable value; and

(b) against breakage from any cause and against any other risk reasonably required by the Landlord.

10.4 Proceeds of insurance

If any loss or damage occurs which is covered by any insurance the Tenant is required to maintain under this Lease, the Tenant must:

(a) apply for the insurance proceeds immediately; and

(b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Tenant's own money to the extent that the proceeds are insufficient.

10.5 Policies

The Tenant must do the following in respect of each policy that it is required to maintain under this Lease:

(a) take out the policy with an insurance company approved by the Landlord, whose approval must not be unreasonably withheld;

(b) if requested by the Landlord, give the Landlord a copy of the policy and a certificate of currency for the policy;

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(c) ensure that the policy contains a requirement that the insurer will not cancel or change the insurance without first giving the Tenant thirty (30) Business Days prior written notice. The Tenant must immediately notify the Landlord if the Tenant receives any such notice from the insurer;

(d) ensure that the Landlord's interest is noted on the policy; and

(e) provide the Landlord with a copy of the certificate of currency within ten (10) Business Days of taking out or renewing a policy.

10.6 Maintain insurance

(a) The Tenant must not do anything without the Landlord's prior consent which could:

(i) invalidate an insurance policy or make an insurance policy void or voidable;

(ii) increase the premium payable on any insurance policy taken out by the Landlord; or

(iii) affect the Landlord's rights under any insurance policy or make the policy invalid or able to be cancelled.

(b) The Tenant must pay any extra premium payable by the Landlord on account of extra risk caused by the Tenant's use or occupation of the Premises.

11 Indemnity and release

11.1 Risk

The Tenant occupies the Premises at their own risk.

11.2 Release

The Tenant releases the Landlord from any and all liability for loss or damage suffered by the Tenant to the full extent permitted by Law except to the extent directly caused by the Landlord’s negligence including but not limited to any claim, action, injury, loss, liability or expense which the Tenant pays, suffers, incurs or is liable for in respect of:

(a) any loss, damage or injury caused to any person (including the Tenant) or property;

(b) any disease or illness suffered by or death of any person (including the Tenant) howsoever caused;

(c) any Service being interrupted, not working or unavailable; and

(d) the Building or Land not complying with any law or the requirement of any Authority.

11.3 Indemnity

The Tenant indemnifies and keeps indemnified the Landlord against any loss, injury, cost or damage whether monetary or otherwise that the Landlord may suffer or incur because of any negligent, reckless or wilful act or omission by the Tenant, its employees, agents or visitors including but not limited to any claim, action, injury, loss, liability, expense or outgoing which the Landlord pays, suffers, incurs or is liable for in respect of:

(a) any use, misuse or abuse by the Tenant, its employees, agents or invitees of any Services on the Land;

(b) any loss, damage, injury to any person or property that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant;

(c) any damage or loss arising from water supply or rainwater leaks or flows into the premises except if caused by the Landlord’s negligence; and

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(d) any disease, injury or illness suffered by or death of any person that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant.

12 Landlord's Rights and Obligations

12.1 Services and Base Building

(a) The Landlord is entitled to use, maintain, repair and amend all of the Services to the Building (and to the Premises).

(b) The Landlord is not liable for any loss, injury or damage suffered by the Tenant or any other person due to the failure of the Services provided on the Land or Building in connection with the Premises.

12.2 Landlord Performance of Tenant's Obligations

If the Tenant fails to properly perform any of their obligations under this Lease the Landlord may do anything, in the Landlord's opinion, required to properly complete that obligation, and the Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord in performing that obligation on behalf of the Tenant.

12.3 Quiet Enjoyment

Subject to the Landlord's rights under this Lease and while the Tenant complies with all of its obligations under this Lease, the Tenant may occupy the Premises without disturbance by the Landlord.

12.4 Right to Enter

The Landlord and any of their agents have a right, after providing the Tenant with two (2) Business Days' notice in writing (except in the case of an emergency), to enter the Premises upon providing reasonable notice from time to time to:

(a) inspect the state of repair of the premises and to make any reasonable investigations as necessary to verify the Tenant's compliance with the Lease; and

(b) to carry out works and repairs, alterations or additions required by law or any Authority.

12.5 Transfer of Freehold

Whenever a transfer of the ownership of the Premises is registered:

(a) the transferring Landlord is released from its obligations under this Lease, but without affecting liabilities arising before registration of the transfer; and

(b) any security deposit vests in the transferee.

12.6 Advertisement for lease or sale

The Landlord or the Landlord's agent may at all reasonable times:

(a) at any time during the Term, show the Premises to prospective purchasers and affix to the Premises "for sale" notices in positions which do not restrict the Permitted Use; and

(b) within three (3) months prior to the expiry of this Lease show the Premises to prospective tenants and to affix to the Premises "to let" notices in positions which do not restrict the Permitted Use.

12.7 Building, Common Areas and Owners Corporation

(a) The Building and Landlord's Property remain under the absolute control of the Landlord and Owners Corporation who may manage them and regulate their use as they consider appropriate.

(b) In particular the Landlord or the Owners Corporation has the right:

(i) to close off the Common Areas as often as the Landlord or Owners Corporation considers appropriate to prevent rights of way or user arising in favour of the public or third parties;

(ii) to exclude persons from the Building and Common Areas whose presence the Landlord or Owners Corporation considers undesirable;

(iii) to grant easements, which do not materially or adversely affect the Tenant's use over any parts of the land, including the Premises;

(iv) to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of Services to the Building;

(v) to repair, renovate alter or extend the Building but, in doing so, the Landlord must not cause more inconvenience to the Tenant than is reasonable in the circumstances; and

(vi) to make such arrangements for the operation of car parking areas as the Landlord considers appropriate.

13 Landlord reservations

13.1 Improvements on the Land

The Tenant must not make any objection or take any action, and the Landlord is not liable, in respect of disturbance caused to the Tenant in connection with the completion of any improvements on the Land including, but not limited to, excavation, construction of new buildings or structures, subdivision of the Land or construction of any modified or new services or infrastructure (including any associated dust, noise or inconvenience associated with any such works).

13.2 Rules

(a) The Landlord may make additional rules and vary the Rules in relation to the use, safety, access to, occupation and management of the Building and the Land.

(b) The Landlord may alter the Rules by notice to the Tenant but may not make any alteration to the Rules which will materially adversely affect the Tenant's rights under this Lease.

(c) The Landlord is not liable for any loss or damage caused or contributed to by its non-enforcement of the Rules.

(d) The Tenant must comply with the rules and directions of the Owners Corporation in place for the Premises, Building and the Land at all times during the Term.

13.3 Benefit of Tenant’s obligations

If someone else becomes entitled to receive the Rent:

(a) that person may exercise all of the Landlord's rights under this Lease; and

(b) the Tenant must enter into any deed reasonably required by the Landlord, at the Landlord's cost.

13.4 Superior interests

If any person has an interest in the Premises which is concurrent with or superior to the Landlord's interest, the Tenant must allow that person to:

(a) exercise its right, or the Landlord's right, to enter the Premises;

(b) carry out repairs, maintenance and other work in the Premises; and

(c) exercise its rights and obligations in respect of the Premises.

13.5 Landlord may perform Tenant obligations

(a) The Landlord may do anything which the Tenant should have done under this Lease if the Tenant does not promptly do so or if, in the Landlord's opinion, the Tenant does not do so properly.

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(b) The Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord under clause 13.5(a).

13.6 Resumption

The Landlord may terminate this Lease by notice to the Tenant if the Building or Land or any part of it is resumed by any Authority. The Landlord is not liable to the Tenant in respect of the termination.

14 Security

(a) If an amount is specified in Item 15 of the Reference Schedule, the Tenant must give the Security to the Landlord on or before the Commencement Date as either a bond or Bank Guarantee.

(b) If the Tenant defaults under this Lease (including any extension or holding over) the Landlord may call on the Security after seven (7) days' notice to the Tenant, and apply the proceeds towards remedying the default. If the Landlord calls on all or part of the Security, the Tenant must give the Landlord an additional or a replacement Security no later than five (5) Business Days after the Landlord gives the Tenant a notice asking for it so that the amount specified in Item 15 of the Reference Schedule is guaranteed.

(c) If the Landlord has called on the Security and, after the Tenant's default has been remedied, there are surplus funds held by the Landlord, the Landlord may hold that surplus as a security deposit until the Tenant replaces the Security.

(d) If this Lease is not being extended under an Option Term, and the Tenant has performed all of its obligations under this Lease, then the Landlord must return the Security no later than thirty (30) days after the end of the Lease and the Tenant vacating the Premises.

(e) If the Landlord, as transferor, transfers its interest in the Premises and hands over the Security to the transferee, the transferor is released from all obligations to the Tenant in relation to the Security. If requested by the transferee, the Tenant must promptly give to the transferee a replacement Security in favour of the transferee. If the Tenant does not provide the replacement Security, the transferor may make demand under the Security and hand over the proceeds to the transferee to hold as a security deposit instead of the Security until the Tenant provides the replacement Security to the transferee.

15 Guarantee and indemnity

15.1 Definitions in this clause

In this clause unless the contrary intention appears:

(a) ***Bankruptcy*** means:

(i) in relation to a corporation, being in liquidation on the grounds of its insolvency;

(ii) in relation to an individual, being an insolvent under administration (as defined in the Corporations Act); and

(iii) anything analogous or having a similar effect under the law of any relevant jurisdiction.

(b) ***Guarantor's Obligations*** means all obligations of the Guarantor (whether present, future, actual or contingent) under this Lease.

(c) ***Lease*** includes a variation, assignment, replacement, extension or renewal of, or holding over under, this Lease.

(d) ***Personal Information*** means information or an opinion (including information or an opinion forming part of a database):

(i) whether true or not;

(ii) whether recorded in a material form or not;

(iii) about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion; or

(iv) collected by or on behalf of the Landlord, or a predecessor in title of the Landlord, in connection with this Lease, the Tenant, the Guarantor or any other contract, arrangement or understanding disclosed in this Lease.

(e) ***Tenant's Obligations*** means all obligations of the Tenant (whether present, future, actual or contingent) under this Lease.

15.2 Guarantee

In consideration of the Landlord entering into this Lease at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Landlord the punctual performance of all the Tenant's Obligations by the Tenant.

15.3 Indemnity

(a) The Guarantor indemnifies the Landlord against any claim, loss, liability or expense incurred by the Landlord:

(i) which is caused or contributed to by the Tenant's failure to perform any of the Tenant's Obligations;

(ii) because this Lease is void, voidable or otherwise unenforceable;

(iii) because this Lease terminates, other than by agreement between the Landlord and Tenant or the expiration of this Lease;

(iv) because this Lease is disclaimed by a liquidator or trustee in Bankruptcy;

(v) because any money payable by the Tenant under this Lease is irrecoverable or refundable; or

(vi) because of the Bankruptcy of the Tenant.

(b) The Guarantor must pay on demand any money owing to the Landlord under this indemnity.

(c) The Guarantor's obligations under these clauses 15.3(a) to 15.3(b) are separate and independent from its obligations under clause 15.2.

15.4 Protection and rights of Landlord

(a) The Guarantor must not:

(i) exercise its right to be subrogated to the Landlord's rights against the Tenant or any other surety or any security of the Landlord;

(ii) exercise any right as surety in competition with the Landlord; or

(iii) prove in the Bankruptcy of:

(A) the Tenant; or

(B) any other surety for the Tenant's Obligations,

in competition with the Landlord.

(b) The Guarantor must pay the Landlord, on written demand by the Landlord, all expenses incurred by the Landlord in respect of the Landlord's exercise or attempted exercise of any right under this clause 15.

(c) If the Landlord disposes of the benefit of this Lease, the disponee receives the benefit of the Guarantor's obligations under this clause 15.

(d) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.

(e) The Guarantor's Obligations are not affected by anything which might, but for this clause 15.4(e), end or limit the Guarantor's Obligations including, but not limited to, the following:

(i) this Lease not being registered;

(ii) the assignment of this Lease;

(iii) a sublease of the Premises;

(iv) any release, extension of time for payment or other indulgence granted to the Tenant or any other surety of the Tenant's Obligations;

(v) any release or impairment of or defect in any security for the Tenant's Obligations or any obligation of any other surety of the Tenant's Obligations;

(vi) any act or omission by the Landlord which prejudices the Guarantor;

(vii) the death or legal disability of the Guarantor;

(viii) any Guarantor not executing or otherwise not being bound by this Lease or any other guarantee of or security for the Tenant's Obligations contemplated by the Landlord, Tenant or Guarantor; or

(ix) anything which may end or limit the Guarantor's recourse to any person or property for the recovery of moneys paid by the Guarantor under this Lease.

(f) The Guarantor's Obligations may be enforced against the Guarantor without the Landlord being required to first exercise any right against the Tenant or enforce any security for the Tenant's Obligations.

(g) If any transaction or payment relating to the Tenant's Obligations is void, voidable, unenforceable or refundable:

(i) the Guarantor's Obligations are the same as if the transaction or payment was not void, voidable, unenforceable or refundable; and

(ii) the Guarantor must immediately do everything required by the Landlord to restore to the Landlord the benefit of the Guarantor's liability under this Lease which existed immediately before the transaction or payment and it irrevocably authorises the Landlord to do any such thing on its behalf.

(h) Any dispute settlement, certificate, determination, judgment, order or award which is binding on the Tenant is also binding on the Guarantor.

15.5 Privacy

The Guarantor acknowledges and agrees that:

(a) the Landlord has collected or may collect Personal Information about the Guarantor for the purpose of assessing the Guarantor's suitability as a guarantor under the Lease;

(b) the Personal Information may be disclosed to prospective purchasers of the Building or to an existing or prospective mortgagee;

(c) the Guarantor has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to the Personal Information;

(d) if the Personal Information is not provided to the Landlord, the Landlord will be hindered in deciding whether or not to lease the Premises to the Tenant; and

(e) this clause does not limit or affect any other acknowledgment or agreement that the Guarantor has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

16 WHS

(a) In this clause, unless the contrary intention appears, the following terms have the meanings given to them in the WHS Act:

(i) Construction Project;

(ii) Construction Work;

(iii) High Risk Construction Work;

(iv) Person Conducting a Business or Undertaking;

(v) Person With Management or Control of Fixtures, Fittings or Plant at a Workplace;

(vi) Person With Management or Control of a Workplace;

(vii) Principal Contractor; and

(viii) Workplace.

(b) In this clause:

(i) ***WHS Act*** means the *Work Health and Safety Act 2011* (ACT) and includes any regulations and advisory standards made under it.

(ii) ***Work*** means any work in relation to the Premises carried out by or on behalf of the Tenant (including by or on behalf of any sub-tenant or licensee), which:

(A) is carried out at or about a Workplace; or

(B) which requires the appointment of a Principal Contractor,

(C) whether or not directed or approved by the Landlord, including but not limited to any Construction Work, High Risk Construction Work and Construction Projects.

(iii) ***Third Party Work*** means contractors or others undertaking Work in or at the Premises.

(c) The Tenant acknowledges that in respect of the Premises it is:

(i) the Person With Management or Control of the Workplace;

(ii) the Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;

(iii) the Person Conducting a Business or Undertaking; and

(iv) the Tenant who has an obligation to ensure the safety of any persons at the Premises including persons engaged in the Third Party Work.

(d) The Tenant must ensure:

(i) compliance with its obligations under the WHS Act, in particular with the obligations it has as a Person Conducting a Business or Undertaking, Person With Management and Control of the Workplace, and Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;

(ii) that it and all persons employed or engaged by it or on its behalf including all Workers comply at all times with the requirements of the WHS Act and any directions, manuals, policies or rules formulated from time to time by the Landlord;

(iii) that it has systems in place to assess and eliminate risks and hazards at the Premises, which meet the standard required by the WHS Act;

(iv) that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the WHS Act;

(v) that it provides appropriate training and supervision to all persons employed or engaged by it at the Premises, including all Workers; and

(vi) that only qualified persons are engaged to carry out any Third Party Work.

(e) To the fullest extent permitted by law the Tenant indemnifies the Landlord against liability or loss arising from, or cost incurred in connection with, any breach by the Tenant of its obligations under clause 16(d).

17 Default and termination

17.1 Default

Each of the following is a default by the Tenant under this Lease:

(a) if the Tenant does not pay the Rent, whether or not demanded by the Landlord;

(b) if the Tenant does not pay the Tenant's Contribution or any amount that is due and payable by it under this Lease, whether or not demanded by the Landlord;

(c) if the Tenant does not comply with any other essential term of this Lease;

(d) if the Tenant repudiates its obligations under this Lease;

(e) if the Tenant does not comply with any other express or implied obligations under this Lease; and

(f) if an Insolvency Event occurs in respect of the Tenant or the Guarantor or, if either of them is a company, any of its subsidiaries.

17.2 Landlord's termination after default

The Landlord may terminate this Lease after the Tenant defaults in accordance with clause 17.1 and after the Landlord has served notice of breach of covenant (if required by law) by:

(a) re-entering and taking possession of the Premises, using reasonable force to secure possession;

(b) serving notice of termination on the Tenant;

(c) instituting proceedings for possession of the Premises against the Tenant; or

(d) taking action under clause 17.3.

17.3 Termination after default

If the Landlord terminates this Lease, the Landlord may:

(a) re-enter and take possession of the Premises;

(b) for any goods remaining in the Premises fourteen (14) days after re-taking possession of the Premises:

(c) remove and store them in a manner thought fit by the Landlord;

(i) on reasonable notice to the Tenant place them on the street in front of the Land;

(ii) sell them and deduct the proceeds from the Tenant’s costs in removing, storing and selling them, and then returning the balance of the sale proceeds to the Tenant.

17.4 Essential Terms

(a) The Landlord may treat the Tenant's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation. The Landlord is then entitled to immediate possession of the Premises.

(b) The Landlord and Tenant agree that the following clauses are essential conditions of this Lease (noting any other obligations of the Tenant under this Lease may also be an essential term): clauses 3; 4; 5; 6; 7; 8; 9; 10; 14; 15; 16; 18; 20; 21; 23; 24; 25; 27; 28 and all clauses in Schedule 1.

18 GST

(a) In this clause:

(i) ***GST*** means goods and services tax imposed under the GST Law;

(ii) ***GST Law*** means *A New Tax System (Goods & Services Tax) Act* 1999 (as amended) and related Law;

(iii) ***Law*** means Federal, State, Territorial or Local Government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia;

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(iv) "**consideration**", "**input tax credit**", "**tax invoice**", "**taxable supply**", and other terms used in this clause, unless otherwise stated, have the same meaning given to them in the GST Law.

(b) Unless expressly stated otherwise in this Lease, the Rent and any other consideration for any taxable supply is exclusive of GST.

(c) In respect of any liability of the Landlord for GST under this Lease, including Rent, operating expenses and any consideration for any other taxable supply, the Tenant covenants to pay to the Landlord, at the same time as any payment or supply is made which gives rise to any GST liability, the amount of GST payable, together with the payment or supply to which it relates.

(d) The Tenant's liability is to reimburse the full amount of GST.

(e) If the Landlord is entitled to an input tax credit in relation to any amount recoverable from the Tenant, the amount payable by the Tenant shall be reduced by the amount of the input tax credit which the Landlord has received or is entitled to receive.

(f) The Landlord agrees to issue to the Tenant a tax invoice complying with the GST Law in respect of all consideration attracting GST to allow the Tenant claim an input tax credit in respect of the taxable supply.

19 Damage and Destruction

19.1 Abatement of Rent and Tenant's Contribution

Subject to clause 19.3, if the Premises are damaged or destroyed, and the Premises:

(a) cannot be used by the Tenant, the Tenant is not liable to pay Rent or the Tenant's Contribution for the period that the Premises cannot be used; or

(b) are useable by the Tenant, but the useability is diminished because of the damage or destruction,

the Tenant's liability to pay Rent and the Tenant's Contribution is reduced in proportion to the reduction in useability until the Premises are made fit for the Tenant's occupation and use or this Lease is terminated.

19.2 Repair of damage

Subject to clause 19.3, if the Premises are damaged or destroyed and either:

(a) the Landlord gives the Tenant notice that the Landlord considers that, in its absolute discretion, it is impracticable or undesirable to repair the damage, then either the Landlord or the Tenant may terminate this Lease by giving at least five (5) Business Days' notice to the other and no compensation is payable in respect of that termination; or

(b) within ten (10) Business Days of the damage occurring the Tenant requests the Landlord in writing to repair the damage and:

(i) the Landlord does not notify the Tenant within fifteen (15) Business Days of receiving the Tenant's request that it intends to repair the damage; or

(ii) the Landlord notifies the Tenant that it intends to repair the damage but does not do so within a reasonable time,

the Tenant may terminate this Lease by giving at least twenty (20) Business Days' notice to the Landlord.

19.3 Damage caused by Tenant

If the damage or destruction referred to in clauses 19.1 or 19.2 is caused by the Tenant or the Tenant's Agents:

(a) clauses 19.1 and 19.2(b) do not apply; and

(b) the Tenant cannot terminate this Lease under clause 19.2(a).

19.4 Rights not affected

Nothing in this clause 19 affects any rights the Landlord may have if:

(a) any damage or destruction is caused or contributed to by; or

(b) any right under an insurance policy in connection with the Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,

the act, negligence or default of the Tenant or the Tenant's Agents.

19.5 Dispute

(a) If any dispute arises under clause 19, the Landlord or the Tenant (or both) may apply to the Magistrates Court for a declaration about whether the Premises can or cannot be used for its normal purpose due to the damage or destruction.

(b) Clause 19.5(a) does not apply if the Landlord and the Tenant have agreed to reduce the Tenant's liability to pay Rent and the Tenant's Contribution to Outgoings under clause 19.1.

19.6 Landlord termination

For the avoidance of doubt the Landlord is not required to reinstate or restore the Premises, Building or the Land. The Landlord may terminate the Lease by giving at least thirty (30) days' notice of the Landlord's intention to terminate (without having to pay compensation to the Tenant) if:

(a) the Premises or Building have been damaged;

(b) the Landlord has notified the Tenant under clause 19.2 that the Landlord does not intend to repair the Premises or Building; and

(c) either:

(i) the Premises or Building has to be, or has been, demolished because of the damage;

(ii) the damage extends to more than 50% of the Premises or Building;

(iii) it is impracticable for the Landlord to repair or reinstate the Premises or Building, acting reasonably and promptly, within one (1) year after the day or last day the damage happened; or

(iv) the Premises cannot be used because of the damage, the Lease is due to expire within two (2) years after the day or last day the damage happened and the lease contained no option for extension.

20 Option Term

20.1 Grant of New Lease

(a) This clause 20.1 does not apply if the words "not applicable" appear in Item 9 of the Reference Schedule.

(b) The Landlord must grant the Tenant a new lease for the Option Term (**New Lease**) of the Premises if:

(i) an Option Term is specified in Item 9 of the Reference Schedule;

(ii) there is no subsisting breach by the Tenant under this Lease; and

(iii) the Tenant gives the Landlord written notice of the exercise of this option during the period that is no earlier than twelve (12) months prior to the Termination Date, and no later than six (6) months prior to the Termination Date.

(c) The terms of the New Lease will be the same as those in this Lease, except for the following amendments:

(i) Rent will be the amount payable on the Termination Date, subject to an increase in accordance with the rent review method in this Lease;

(ii) the Term, Commencement Date, Termination Date and Review Dates will all be amended to reflect the Option Term;

(iii) the Option Term and this clause will be "Not Used" (unless there is another Option Term provided for in the Lease, in which case the most recent Option Term will be removed);

(iv) incorporation of any variations to this Lease;

(v) including any terms or amendments that the Landlord reasonably requires due to a change in the law or the Landlord considers necessary or desirable (acting reasonably); and

(vi) the cover page of this Lease must be updated to reflect the amendments described in this clause.

(d) The Tenant agrees that the Landlord may require the New Lease to be documented as a variation of this Lease (extending the Termination Date and retaining the original Commencement Date) if the Landlord deems appropriate. Any such variation must ensure this Lease is varied so that it has the same practical effect as granting the New Lease to the Tenant.

(e) The Tenant must give a guarantee and indemnity, updated Security or other security to the Landlord in respect of the Tenant's obligations under the New Lease on terms at least as favourable as the guarantee or other security provided under this Lease. This clause does not affect the enforceability of any guarantee and indemnity or other security that is expressed to apply in respect of the Tenant's obligations under a renewal of this Lease.

21 Permitted Dealings

21.1 Restriction on assignment and other dealings

The Tenant must not do any of the following unless it first complies with the applicable provisions in the rest of this clause 23:

(a) assign this Lease;

(b) grant a sublease of the Premises;

(c) grant any licence of the Premises;

(d) declare itself to be a trustee of any legal or equitable estate or interest in this Lease or transfer or divest itself of any beneficial interest;

(e) mortgage, charge or otherwise encumber this Lease; or

(f) deal with its rights under this Lease in any other way.

21.2 General requirements

The Tenant must not do anything specified in clause 21.1 unless:

(a) the Tenant has given the Landlord at least 14 days notice of its desire to do that thing, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information as may be requested by the Landlord;

(b) the Tenant is not in default under this Lease, unless the default is waived by the Landlord;

(c) the Tenant pays the Landlord's reasonable costs (including legal costs and disbursements) in relation to the proposed transaction and pays to the Landlord on demand the Landlord's reasonable estimate of the costs and expenses before the Landlord makes any enquiries in relation to the proposed transaction, and whether or not the Landlord consents to it;

(d) the Tenant establishes to the Landlord's satisfaction that any proposed assignee, sublessee or licensee:

(i) is respectable, financially sound and unlikely to cause a security risk to the Premises;

(ii) has sufficient experience and a good reputation in conducting the same business as the Permitted Use;

(iii) is capable of observing and performing the Tenant's obligations under this Lease;

(iv) the Landlord is given any additional guarantee, indemnity or other security it requires in relation to the proposed transaction, prepared and stamped by the Landlord's lawyer at the Tenant's cost, and any Guarantor and new guarantor acknowledges its continuing or new obligations to guarantee the Tenant's obligations under this Lease; and

(v) the Landlord and its mortgagee (if any) consent to the proposed transaction.

21.3 Requirements for assignment

If the Tenant proposes to assign this Lease, the Tenant and assignee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(a) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord;

(b) the Tenant releases the Landlord from all its obligations under this Lease;

(c) the Landlord releases the Tenant and Guarantor (if any) from all its obligations under this Lease;

(d) the Tenant acknowledges its continuing obligations under this Lease; and

(e) the Tenant must give the Landlord a signed, stamped and registrable transfer of this Lease.

21.4 Requirements for sublease or licence

If the Tenant proposes to grant a sublease or licence of the Premises the Tenant and sublessee or licensee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(a) the Tenant acknowledges its continuing obligations under this Lease;

(b) the sublessee or the licensee agrees that the sublease or licence terminates immediately on termination of this Lease;

(c) includes an indemnity by the proposed sublessee to pay to the Landlord on demand as liquidated damages the amount of any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the proposed sublessee remaining in possession of the sublet premises after the date this Lease is terminated, and

(d) the Tenant either:

(i) satisfies the Landlord acting reasonably (by valuation if required by the Landlord) that the sublease or licence rent is at a rate not less than the then current market rent for the Premises; or

(ii) if the Tenant is unable to comply with clause 21.4(d)(i), the Tenant confirms in writing to the Landlord that the rent payable by the sublessee or licensee is at a rate less than the then current market rent for the Premises; and

(e) the sublessee or licensee agrees that it must not grant a sublease or licence, transfer its sublease or licence or part with or share possession of the Premises.

21.5 Requirements for mortgage

If the Tenant proposes to grant a mortgage over this Lease, the Tenant and the mortgagee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(a) the mortgagee must promptly give the Landlord notice if the Tenant is in default on the security;

(b) the mortgagee agrees that, if the mortgagee or its appointee enters into possession of the Premises, then the mortgagee must remedy any subsisting default by the Tenant under this Lease and comply with the Tenant's obligations under the Lease;

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(c) if the mortgagee exercises a power of sale under the security, it will comply with this clause even if it does not take possession of the Premises; and

(d) the Landlord is not required to sign any form of waiver, consent or release in favour of the mortgagee that adversely impacts on its rights and entitlements under this Lease.

21.6 Change of Control

A change of Control of the Tenant is a breach by the Tenant of this Lease, unless either:

(a) the Tenant complies with clause 21.2 as if the person acquiring control was the proposed assignee; or

(b) the change of Control is a consequence of a corporate reconstruction or reorganisation for which the Tenant has:

(i) proved will not materially diminish the Tenant's financial capacity; and

(ii) obtained the Landlord's prior consent.

21.7 Exception to Dealing

Whilst the Tenant is Eden Hair and Beauty Pty Limited ACN 600 205 052, this clause does not apply to the extent that the Tenant seeks to sublet or sublicence the Premises or any area separately leased or licensed to the Tenant, whether the whole of or part thereof.

22 Unit Title Application

22.1 Grant of easements by Landlord

(a) The Landlord reserves the entitlement to grant easements and enter into arrangements or agreements with owners, tenants and others having interests in land or premises adjoining or near the Building and the Land or any Authority, provided that such easements, arrangements, or agreements may constitute enforceable interests in land benefiting or burdening the Building and other land or benefiting and burdening both the Building and other land, to provide:

(i) access to or egress from the Building;

(ii) support of existing or future structures erected on the Building or on adjoining land; or

(iii) Services and facilities to the Building or to adjoining or nearby land, including for water, drainage, electricity, gas, telephonic and other telecommunications.

(b) The Landlord, in order to grant such easements or other entitlements may execute transfers, leases, and other instruments binding on the title to the Building and on the title to this Lease.

(c) The Tenant covenants to execute any consent or other instrument under this clause 24.1 required to render the entitlement binding on the Landlord and the Tenant.

(d) The Landlord covenants not to grant or create any entitlements under this clause 24.1 which would have the consequence of substantially or seriously interfering with the Tenant’s use and enjoyment of the Premises.

22.2 Conversion of title

Where the Landlord wishes to apply to the Minister for approval of the subdivision of the Land (including pursuant to the *Unit Titles Act 2001* (ACT)) and to register a plan (including a Units Plan) (**Plan**) in respect of the subdivision with the Registrar of Titles then:

(a) the Tenant must immediately on request by the Landlord execute all documents as may be required to be executed by the Tenant to enable the Landlord to obtain registration of the Plan;

(b) the request under clause 24.2(a) will be accompanied by:

(i) the documents to be executed; and

(ii) a copy of the Plan which the Landlord proposes to register;

(c) the Tenant must immediately on signing the documents deliver them to the Landlord and deliver to the Landlord all other documents necessary to allow registration of the Plan;

(d) the Landlord will on and from the date of registration of the Plan at its own cost and expense grant to the Tenant, and the Tenant must accept, a new sublease of the Premises for the remainder of the Term. The new sublease will be on the same terms and conditions as are contained in this Lease, subject to any variation of this Lease required pursuant to clause 24.2(e)(i) or any other changes that the Landlord considers appropriate (acting reasonably) to ensure that the Lease suits the Plan and continues to operate effectively (including, but not limited to, updating the Outgoings provisions of the Lease as well as clauses 12.7 and 27 of the Lease);

(e) the Tenant may make no objection or claim compensation in respect of:

(i) any minor variation between the boundaries of the Premises and the premises in the Plan (if those variations are required by the Minister or by the Registrar-General for the purpose of registering the Plan) provided that if the area of the Premises is reduced then the Landlord agrees to vary the Rent and Tenant's Proportion accordingly; or

(ii) any variation between any other adjoining or nearby premises and the proposed Plan;

(f) the Tenant and the Guarantor, if any, agree to execute the new sublease in duplicate in their respective capacities and deliver the same in duplicate to the Landlord for execution;

(g) the Landlord will pay the Tenant's reasonable legal and other costs, charges and expenses of and incidental to the preparation, completion and registration of the documents referred to in clause 22.2(a) and the sublease referred to in clause 24.2(d); and

(h) if the Tenant neglects or refuses to sign any document within 14 days of the request under this clause 22.2 the Tenant must pay the Landlord any damages it suffered and all its costs on a solicitor/client basis in enforcing the delivery of the documents.

22.3 New subleasing plan

If the Premises are described by reference to a registered subleasing plan and the Landlord wishes to register a new subleasing plan, then provided that the new subleasing plan does not alter the Premises:

(a) the Tenant must immediately on request by the Landlord execute all documents as may be required to be executed by the Tenant to enable the Landlord to obtain registration of the new subleasing plan;

(b) the request under clause 22.3(a) will be accompanied by:

(i) the documents to be executed; and

(ii) a copy of the new subleasing plan which the Landlord proposes to register;

(c) the Landlord will on and from the date of registration of the Plan at its own cost and expense grant to the Tenant, and the Tenant must accept, a new sublease of the Premises for the remainder of the Term. The new sublease will be on the same terms and conditions as are contained in this Lease save for any other changes that the Landlord considers appropriate (acting reasonably) to ensure that the Lease suits the Plan and continues to operate effectively (including, but not limited to, updating the Outgoings provisions of the Lease as well as clauses 12.7 and 27 of the Lease); and

(d) the Tenant must immediately on signing the documents deliver them to the Landlord and deliver to the Landlord all other documents necessary to allow registration of the new subleasing plan.

23 PPSA

23.1 Existing Security Interest

The Tenant must notify the Landlord on or before the Commencement Date if the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease is subject to a Security Interest.

23.2 Creating a Security Interest

The Tenant agrees not to create a Security Interest in favour of a third party in respect of the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease except with the prior written consent of the Landlord, such consent not to be unreasonably withheld.

23.3 Contracting out of the PPS Act

In respect of the PPS Act, if Chapter 4 (enforcement of security interests) of the PPS Act applies:

(a) the Landlord need not comply with any provisions of the PPS Act that the parties may contract out of in relation to the 'collateral' (as that term is defined in the PPS Act);

(b) the Tenant may not exercise rights under sections 142 (redemption of collateral) or 143 (reinstatement of security agreement) of the PPS Act to the extent the law permits those rights to be excluded.

(c) the Landlord need not give the Tenant any other notice required under the PPS Act (including a notice of verification statement under section 157 of the PPS Act) unless the notice cannot be excluded.

23.4 Registration of Lease

The Tenant irrevocably authorises the Landlord and its solicitors to do the following:

(a) register one or more financing statements or financing change statements (electronically or otherwise) on the PPSR established under section 147 of the PPS Act in connection with this Lease;

(b) register and record this Lease (electronically or otherwise) in such other places as the Landlord or its solicitors may at any time consider necessary or desirable to perfect this Lease or to protect the rights of the Landlord under this Lease.

24 Mortgagee consent

(a) If the Landlord has a mortgage on the Land or Premises (or any part thereof) and the relevant mortgage requires the Landlord to obtain the mortgagee's consent to this Lease, then this Lease is subject to the Landlord obtaining that consent.

(b) If the Landlord cannot obtain the mortgagee consent referred to in clause 24(a) within a reasonable time after the Commencement Date, the Landlord may terminate the Lease without compensation payable to the Tenant.

25 Units Plan

(a) The Tenant warrants that it has read and understands the Units Plan for the Land.

(b) Despite anything in this Lease, the Tenant must:

  (i) comply with the Units Plan insofar as it relates to the Premises or this Lease; and

  (ii) permit the Landlord under the Units Plan to exercise its rights under it insofar as they relate to the Premises; and

  (iii) not:

    (A) do anything which could result in the Landlord being in breach of the Units Plan;

    (B) other than as permitted under this Lease, do anything which may result in an increase in the cost of complying with the Units Plan; and

    (C) do anything which may result in termination of the Units Plan.

26 Leases Act

The Tenant warrants that:

(a) no key money (as defined in the Leases Act) was paid in relation to the Lease;

(b) the Tenant was advised about any handbook approved under the Leases Act; and

(c) the Tenant received a Disclosure Statement in compliance with the time limits under the Leases Act, as waived or varied by the Tenant.

27 General

27.1 Costs

(a) Each party will pay its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease.

(b) The Tenant must indemnify the Landlord against, and must pay to the Landlord, or as directed by the Landlord on demand, the amount of all reasonable costs and expenses incurred in connection with:

(i) stamp duty and registration fees payable on the Lease and any transactions or dealings that this Lease contemplates;

(ii) any assignment, sublease, licence, mortgage, charge or other encumbrance referred to in clause 23;

(iii) any default by the Tenant or the Tenant's agents under this Lease and the enforcement or protection, or attempted enforcement or protection, by the Landlord of any of its rights under or in relation to this Lease;

(iv) any transactions or dealings that this Lease contemplates;

(v) any amendment to, or waiver of or under, or surrender of, this Lease;

(vi) any request for the consent or approval of the Landlord, any caveator, the Landlord's mortgagee or any head lessor; and

(vii) the cost of preparing any plan needed for this Lease,

including legal expenses on a full indemnity basis, administration costs of the Landlord and expenses incurred in engaging consultants.

27.2 Tenant acknowledgements and warranties

(a) The Tenant agrees and acknowledges:

(i) the provisions of this Lease do not merge on termination;

(ii) any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law;

(iii) expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before the date of expiry or termination.

(b) The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

(i) whether oral, written or otherwise;

(ii) made by or on behalf of the Landlord in respect of the Building or the Premises or anything relating to, or which could have an effect on, the Building or the Premises including but not limited to:

(A) the fitness or suitability of the Premises for any purpose;

(B) any fixtures, facilities or amenity in or on the Building; or

(C) the conduct of any other business in the Building.

27.3 Indemnities

(a) Each indemnity of the Tenant contained in this Lease is:

(i) a continuing obligation of the Tenant and remains in full force and effect after the termination of this Lease; and

(ii) a separate and independent obligation of the Tenant.

(b) The Tenant may not enforce, conduct, settle or compromise claims under any insurance policy required by this Lease if the Landlord gives the Tenant a notice that the Landlord wants to do those things.

27.4 Notices

(a) A notice is effective under this Lease if it is in writing, signed by the person giving the notice, and is sent via:

(i) pre-paid post or mail to that persons address as shown in Item 12 of the Reference Schedule of this Lease, or any other address provided by that party; or

(ii) fax to that person's fax number provided by that party.

(b) Service or delivery by post will be deemed to have been made at 12.00pm on the second Business Day following the date it was posted.

27.5 Reasonable assistance

Each party must do everything reasonably necessary to give effect to this Lease.

27.6 FIRB approval

The Tenant warrants that they are not required to obtain Foreign Investment Review Board approval to enter into this Lease.

27.7 Waiver

A right under this Lease may only be waived if it is in writing and signed by the party waiving that right.

27.8 Entire agreement

This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.

27.9 No merger

The provisions of this Lease do not merge on termination.

27.10 Counterparts

This Lease may consist of a number of counterparts and the counterparts taken together constitute as one and the same instrument.

27.11 Governing Law

The parties agree that the laws of the Australian Capital Territory govern this Lease.

Execution Page

Executed as a Deed

Landlord

EXECUTED by **Group 28 Pty Limited ACN 631 464 492** in accordance with section 127 of the Corporations Act 2001:		
Signature of Director/Company Secretary		Signature of Director
Name of Director/Company Secretary		Name of Director

Tenant

EXECUTED by **Eden Hair and Beauty Pty Limited ACN 600 205 052** in accordance with section 127 of the Corporations Act 2001:		
Signature of Director/Company Secretary		Signature of Director
Name of Director/Company Secretary		Name of Director

Leases (Commercial and Retail) Act 2001

Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the *Leases (Commercial and Retail Act 2002*, section 157A

Leases (Commercial and Retail) Act 2001

Australian Capital Territory

Disclosure Statement (provides clear information to tenants prior to entering into a lease to ensure all terms of the tenancy are fully understood and transparent)

DISCLOSURE STATEMENT

LEASES (COMMERCIAL & RETAIL) ACT 2001

ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease unless you have waived or varied the time period. The owner is required *to tell you of the existence of the approved handbook and provide you with* a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

This document is:

- **not a binding agreement or an offer.**
- **important and should be kept with the lease.**

NOTE: Where there is insufficient space on this form, please attach additional sheets.

SECTION 1 - GENERAL DETAILS

Owner	Group 28 Pty Limited ACN 631 464 492
Premises Address/Shop No.	Unit 106 Block 45-59 Section 33 Division Dickson
Lettable area (approx m^2)	Whole of Land, being a total area of 232m^2 (Internal - 120m^2, Courtyard 112m^2).
Permitted use of Premises	Shop, limited to Personal Services, including but not limited to hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office.
Lease Period	Five (5) years ('**Term**') 1 July 2026 ('**Commencement Date**') 30 June 20231 ('**Termination Date**')

Option Periods (if any)	Two further terms of five (5) years each ('**Further Term**')
Date on which premises will be available for occupation by the tenant	The Tenant is already in occupation of the Premises under an existing registered Lease.
All amounts are exclusive/inclusive of GST	Exclusive
Tenant's insurance - public liability amount	The Tenant shall be responsible for providing a minimum of $20 million public liability and plate glass insurance in a policy acceptable to the owner. The level of insurance is subject to increase during the term as determined by the Owner in line with market conditions. The Tenant's insurer must be reputable and represented in Australia.
Security (ie personal guarantees, bank guarantees or security bond)	**Bank Guarantee** An unconditional bank guarantee from an Australian trading bank with a branch in Canberra ACT for an amount equal to three months' rent of the initial Term plus GST, being initially $30,499.98 (inc GST), with no expiry date. **Personal Guarantees** For as long as Eden Hair and Beauty Pty Limited ACN 600 205 052 is the Tenant this item is not applicable. Otherwise, personal guarantee from all directors of any proprietary limited company that is or becomes the Tenant during the Term are required.
State Lessor's Accounting Period if not a financial year.	

SECTION 2 - RENT

Rent- State method for calculating rent: **Formula**	$110,909.00 (plus GST) per annum payable monthly in advance.
Rent Review Dates and method for each review - during the Term and any further term (CPI or market or fixed increase by % or other)	Rent is increased on each anniversary of the Commencement Date during the Term and any Further Term as set out below: **Fixed Review Date** 1 July 2027 – 3% fixed increase 1 July 2028 – 3% fixed increase 1 July 2029 – 3% fixed increase 1 July 2030 – 3% fixed increase *If the Option Term is exercised:* 1 July 2032 – 3% fixed increase 1 July 2033 – 3% fixed increase 1 July 2034 – 3% fixed increase 1 July 2035 – 3% fixed increase **Market Review Date** *If the Further Term is exercised:* 1 July 2031

SECTION 3 - FINISHES AND MAKE GOOD DETAILS

Owner's requirements as to quality and standard of fittings in premises	The fittings in the Premises must be of a high commercial quality, commensurate with other fittings and fixtures of other premises within the Building.
Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them	The Premises is provided by the Owner as-is-where-is with the finishes, fixtures, fittings, equipment and services are all as inspected by the Tenant prior to the Commencement Date. The Tenant is responsible to repair, insure and replace these items, subject to the terms of the Lease.
Finishes, fixtures, fittings, equipment and services provided by the tenant and who is responsible to maintain, insure, repair or replace them	The Tenant may provide additional finishes, fittings, fixtures, equipment and services subject to obtaining the Owner's consent in accordance with the terms of the Lease. The Tenant is responsible for insuring, maintaining and replacing any additional finishes, fixtures, fittings, and equipment subject to the terms of the Lease. lf required by the Owner, any proposed alterations to the base building services including fire, electrical and mechanical works must, at the Tenant's cost, be reviewed by the base building's contractor and/or Owner's consultant before and, if required, upon completion of the alterations.
Make good requirements at end of lease	The Tenant will be required to make good the Premises in accordance with the Lease on or before expiry or termination of the Lease (whichever is earlier). This will include the removal of all fitout, fixtures and fittings, irrespective of ownership and the reinstatement of the Premises to base building unless otherwise agreed with the Owner. The Tenant is responsible for repairing all damage done to the Premises when vacating them and must leave the Premises clean, neat, tidy and free from rubbish, having removed all loose items of fittings, plant and/or equipment. For the avoidance of doubt, the Tenant must return the Premises back to base building standards and otherwise in accordance with the reasonable requirements and directions of the Landlord at the expiry of the Lease. The Tenant acknowledges and agrees that: • the Owner will perform the Tenant's makegood obligations if the Tenant fails to do so; and • the Tenant must continue to pay Rent until all of its makegood obligations are performed in full.

SECTION 4 - OUTGOINGS - NOT APPLICABLE

SECTION 5 - SHOPPING CENTRE DETAILS - NOT APPLICABLE

SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)	**GENERAL CONDITIONS** • This offer to lease is conditional on the Owner executing the Lease. • The Tenant agrees and acknowledges that it must provide the Owner a section 30 (5) certificate under the Leases (Commercial and Retail) Act 2001 (**Act**) so that the time limits in that section don't apply. • The Tenant agrees and acknowledges that the Leasing Handbook has been made available to it via this link: https://files.accesscanberra.act.gov.au/legacy/2720/Leases%20-%20Commercial%20and%20retail%20handbook.pdf • Each party is responsible for their own legal costs in respect to the Lease. Where the Tenant withdraws from negotiation after signing this Disclosure Statement, the Tenant must pay the Owner's legal costs //and where the Owner requires the Lease to be registered on title, the Tenant must pay the respective lease registration fees. • The Tenant acknowledges and agrees that the Owner has made no warranty or representation that the Premises are suitable for the Tenant's intended use or business. • The Tenant is responsible for all general repairs and maintenance within the Premises. • All signage must comply with the directions and condition implemented by the Owner (from time to time) in relation to material used, size and colour. • In accordance with the Lease, the Tenant must maintain during the Term and provide the Owner with evidence of, the following insurance cover: o Plate glass cover (full replacement value); and o Public risk cover (no less than $20 million).

SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner: Group 28 Pty Limited ACN 631 464 492

Address of owner: 16/50 Geils Ct, Deakin ACT 2600

Signature of owner or owner's representative:

Date:

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: Eden Hair and Beauty Pty Limited ACN 600 205 052

Address of tenant: 15 Giblin Street, Downer ACT 2602

Signature of tenant or tenant's representative:

Date:

Time of receipt:

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 12812 Lot No. 106 Unit No. G02/19

Unit Owner/Eligible Person: Group 28 Pty Ltd atf El Trust

Group 28 Pty Ltd atf El Trust
Unit 1, 29 Badham Street,
DICKSON ACT 2602

1. Committee Details

Birgitte Petersen	
Steven J Warwick	
Thomas S W Park	
Lisa Sarah Palaszewski	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

The place where the corporation's records can be inspected and contact details:

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHUBB Insurance Australia Limited	01GS553447	$136,357,200.00	30/03/2027	$132,554.00
Common Area Contents			$1,363,572.00		
Machinery Breakdown			$250,000.00		
Loss of Rent/Temp Accommodation			$40,907,160.00		
Crime Insurance			$100,000.00		
Public Liability			$20,000,000.00		
Lot Owners Fixtures & Improvements			$250,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (30/09/2025 - 29/09/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
15/01/2026	Standard Levy Contribution Schedule	$1,578.69	$397.01	$1,975.70
16/02/2026	Charge for arrears notice dated 16/02/2026 - Contribution Schedule	$55.00	$0.00	$55.00
15/03/2026	Standard Levy Contribution Schedule	$1,578.69	$397.01	$1,975.70
15/04/2026	Charge for arrears notice dated 15/04/2026 - Contribution Schedule	$55.00	$0.00	$55.00
15/06/2026	Standard Levy Contribution Schedule	$1,578.69	$397.01	$1,975.70
15/07/2026	Charge for arrears notice dated 15/07/2026 - Contribution Schedule	$55.00	$0.00	$35.51
15/09/2026	Standard Levy Contribution Schedule	$1,578.69	$397.01	$0.00
			Admin Fund Contributions	**$6,479.76**
			Sinking Fund Contributions	**$1,588.04**
			Total Contributions	**$8,067.80**
			Amount (if any) outstanding	**$19.49**
			Interest (if any) on outstanding amount	**$0.00**
			Amount (if any) in credit	**$0.00**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund **$130,176.80** **Sinking Fund** **$329,147.30** **Total** **$459,324.10**

6. Developer Control Period

Developer control period expiry date: 23/10/2020

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

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8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

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9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 13/08/2119

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10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **No**

If yes, refer to **attached** documents prescribed by regulation.

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 09/09/2026 The Common Seal of The Owners – Units Plan No 12812	
Was hereunto affixed in The presence of Signature: _____	

Vantage Strata Pty Ltd
Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 02 6171 9700 Email: info@vantagestrata.com.au
Printed: 09/09/2026 03:04 pm User: Siti Nasir

Contracts Register
12812 DKSN - Cape Apartments 19-21 Challis Street

Contractor Name and Address:	ACTEW Electricity GPO Box 366 CANBERRA ACT 2601	**Details of Duties:**	Electricity Rates Agreement		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	01/05/2024	**Termination Date:**	31/05/2028
		Terms:		**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	Dormakaba Aust	**Details of Duties:**	Roller Gates Maintenance		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	18/10/2024	**Termination Date:**	17/10/2027
		Terms:	3 years	**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	ONeill & Brown Fire PO Box 606 QUEANBEYAN NSW 2620	**Details of Duties:**	Fire Protection Maintenance		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	05/11/2021	**Termination Date:**	04/11/2026
		Terms:		**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	ONeill & Brown Plumbing 13 Bedford St QUEANBEYAN NSW 2620	**Details of Duties:**	Hydraulic Maintenance		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	12/11/2024	**Termination Date:**	11/11/2027
		Terms:	3 years	**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	Pacific FM PO Box 891 MITCHELL ACT 2918	**Details of Duties:**	Electrical Maintenance		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	01/11/2021	**Termination Date:**	31/10/2026
		Terms:		**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	Schindler Lifts Aust P/L PO Box 1268 FYSHWICK ACT 2609	**Details of Duties:**	Lift Maintenance		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	01/11/2024	**Termination Date:**	31/10/2027
		Terms:	3 years	**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602	**Details of Duties:**	Strata Management Agreement		
		Delegated Powers:			
		Basis of Renumeration:			
		Commencement Date:	30/09/2022	**Termination Date:**	29/09/2027
		Terms:		**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	

Vantage Strata Pty Ltd
Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 02 6171 9700 Email: info@vantagestrata.com.au

OWNER LEDGER from 01/06/23 to 09/09/26
All Schedules

U/Plan: 12812 **Units:** 110 **Lots:** 110
Building Address: 19-21 Challis Street
Suburb: DICKSON **State:** ACT **Post Code:** 2602
Building Name: DKSN - Cape Apartments
GST?: Yes **ABN:** 23533205832
Manager: Teagan Brissett

Lot 106 Unit G02/19 Group 28 Pty Ltd atf El Trust

Date	Ref	Details	Debit	Credit	Balance	
01/06/23		**Opening Balance**	**$0.00**	**$0.00**	**$0.00**	
20/06/23	1154	Standard Levy Contribution Schedule From: 30/03/2023 To: 29/09/2023 Contribution Schedule	$3,309.90	$0.00	$3,309.90	DR
21/07/23	1188	Charge for arrears notice dated 21/07/2023 Contribution Schedule	$55.00	$0.00	$3,364.90	DR
24/07/23	1077	Receipt; Standard Levy Contribution Schedule for 30/03/2023 to 29/09/2023 Levy Ref# 1154	$0.00	$3,309.90	$55.00	DR
		Interest Paid	*$0.00*	*$30.83*		
24/07/23	1078	Receipt; Charge for arrears notice dated 21/07/2023 Levy Ref# 1188	$0.00	$52.29	$2.71	DR
14/09/23	1205	Alarm in hairdresser resulting in call out to Fire Brigade Contribution Schedule	$132.00	$0.00	$134.71	DR
08/02/24	1189	Receipt; Charge for arrears notice dated 21/07/2023 Levy Ref# 1188	$0.00	$2.71	$132.00	DR
08/02/24	1190	Receipt; Alarm in hairdresser resulting in call out to Fire Brigade Levy Ref# 1205	$0.00	$132.00	$0.00	
08/02/24	1191	Receipt; Standard Levy Contribution Schedule for 30/09/2023 to 29/03/2024 Levy Ref# 1416	$0.00	$3,544.85	$3,544.85	CR
15/02/24	1416	Standard Levy Contribution Schedule From: 30/09/2023 To: 29/03/2024 Contribution Schedule	$3,544.85	$0.00	$0.00	
15/08/24	1417	Standard Levy Contribution Schedule From: 30/03/2024 To: 29/09/2024 Contribution Schedule	$3,544.85	$0.00	$3,544.85	DR
19/08/24	1374	Receipt; Standard Levy Contribution Schedule for 30/03/2024 to 29/09/2024 Levy Ref# 1417	$0.00	$3,544.85	$0.00	
15/02/25	1661	Standard Levy Contribution Schedule From: 30/09/2024 To: 29/03/2025 Contribution Schedule	$3,827.65	$0.00	$3,827.65	DR
15/04/25	1678	Charge for arrears notice dated 15/04/2025 Contribution Schedule	$55.00	$0.00	$3,882.65	DR
15/04/25	1547	Receipt; Standard Levy Contribution Schedule for 30/09/2024 to 29/03/2025 Levy Ref# 1661	$0.00	$3,827.65	$55.00	DR
		Interest Paid	*$0.00*	*$61.87*		
15/04/25	1548	Receipt; Charge for arrears notice dated 15/04/2025 Levy Ref# 1678	$0.00	$55.00	$0.00	

OWNER LEDGER from 01/06/23 to 09/09/26
All Schedules

U/Plan: 12812 **Units:** 110 **Lots:** 110
Building Address: 19-21 Challis Street
:
Suburb: DICKSON **State:** ACT **Post Code:** 2602
Building Name: DKSN - Cape Apartments
GST?: Yes **ABN:** 23533205832
Manager: Teagan Brissett

Lot 106 Unit G02/19 Group 28 Pty Ltd atf El Trust (Continued)

Date	Ref	Details	Debit	Credit	Balance	
30/07/25	1694	ONBF #FS87517 Fire Alarm Tech Call Out. Contribution Schedule	$324.50	$0.00	$324.50	DR
01/08/25	1649	Receipt; Standard Levy Contribution Schedule for 30/03/2025 to 29/09/2025 Levy Ref# 1662	$0.00	$3,827.65	$3,503.15	CR
01/08/25	1650	Receipt; ONBF #FS87517 Fire Alarm Tech Call Out. Levy Ref# 1694	$0.00	$324.50	$3,827.65	CR
15/08/25	1662	Standard Levy Contribution Schedule From: 30/03/2025 To: 29/09/2025 Contribution Schedule	$3,827.65	$0.00	$0.00	
15/01/26	2127	Standard Levy Contribution Schedule From: 30/09/2025 To: 29/12/2025 Contribution Schedule	$1,975.70	$0.00	$1,975.70	DR
16/02/26	2153	Charge for arrears notice dated 16/02/2026 Contribution Schedule	$55.00	$0.00	$2,030.70	DR
17/02/26	1912	Receipt; Standard Levy Contribution Schedule for 30/09/2025 to 29/12/2025 Levy Ref# 2127	$0.00	$1,975.70	$55.00	DR
		Interest Paid	*$0.00*	*$17.86*		
17/02/26	1913	Receipt; Charge for arrears notice dated 16/02/2026 Levy Ref# 2153	$0.00	$54.46	$0.54	DR
15/03/26	2128	Standard Levy Contribution Schedule From: 30/12/2025 To: 29/03/2026 Contribution Schedule	$1,975.70	$0.00	$1,976.24	DR
15/04/26	2159	Charge for arrears notice dated 15/04/2026 Contribution Schedule	$55.00	$0.00	$2,031.24	DR
19/05/26	2067	Receipt; Standard Levy Contribution Schedule for 30/12/2025 to 29/03/2026 Levy Ref# 2128	$0.00	$1,975.70	$55.54	DR
		Interest Paid	*$0.00*	*$35.18*		
19/05/26	2068	Receipt; Charge for arrears notice dated 16/02/2026 Levy Ref# 2153	$0.00	$0.54	$55.00	DR
19/05/26	2069	Receipt; Charge for arrears notice dated 15/04/2026 Levy Ref# 2159	$0.00	$55.00	$0.00	CR
15/06/26	2129	Standard Levy Contribution Schedule From: 30/03/2026 To: 29/06/2026 Contribution Schedule	$1,975.70	$0.00	$1,975.70	DR
15/07/26	2183	Charge for arrears notice dated 15/07/2026 Contribution Schedule	$55.00	$0.00	$2,030.70	DR
21/07/26	2192	Receipt; Standard Levy Contribution Schedule for 30/03/2026 to 29/06/2026 Levy Ref# 2129	$0.00	$1,975.70	$55.00	DR
		Interest Paid	*$0.00*	*$19.49*		

OWNER LEDGER from 01/06/23 to 09/09/26
All Schedules

U/Plan: 12812 **Units:** 110 **Lots:** 110
Building Address: 19-21 Challis Street
:
Suburb: DICKSON **State:** ACT **Post Code:** 2602
Building Name: DKSN - Cape Apartments
GST?: Yes **ABN:** 23533205832
Manager: Teagan Brissett

Lot 106 Unit G02/19 Group 28 Pty Ltd atf El Trust (Continued)

Date	Ref	Details	Debit	Credit	Balance	
21/07/26	2193	Receipt; Charge for arrears notice dated 15/07/2026 Levy Ref# 2183	$0.00	$35.51	$19.49	DR
		Closing Balance	**$24,713.50**	**$24,694.01**	**$19.49**	**DR**
		Interest Due	**$0.00**		**$0.00**	
		Total Balance	**$24,713.50**	**$24,694.01**	**$19.49**	**DR**

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 31 March 2026

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	The Owners Unit Plan 12812, Doma Dickson Pty Ltd & the BMC in DP 12155.	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	01GS553447	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 30 March 2026, Local Standard Time
	To:	4.00pm on 30 March 2027, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	19-21 Challis Street & 480 Northbourne Avenue, Dickson ACT 2602	

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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 136,357,200
	Common Contents	AUD 1,363,572
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 250,000	
Section 3: Consequential Loss Insurance	AUD 40,907,160	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 178,627,932	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	**Personal Injury**	AUD 20,000,000 in respect of any one **Occurrence**
	Property Damage	AUD 20,000,000 in respect of any one **Occurrence**
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate **Period of Insurance**	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate **Period of Insurance**	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	**Accident** each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate **Period of Insurance**

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All the values on this Certificate of Currency are correct as at 31 March 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Anthony Kolak
Strata Underwriter, NSW

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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Insurance Valuation Report

For

"DKSN Cape Apartments"

19-21 Challis Street, Dickson

Scheme Number: UP12812



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 158285

18 January 2021

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **19-21 Challis Street, Dickson.**

1.2 Property Address

The property is situated at **19-21 Challis Street, Dickson**.

1.3 Description of Building

The property is a 'mixed use' development comprising eight 'shell only' commercial/retail lots at ground floor level and one hundred and two residential apartments in a single eight storey building. Vehicular accommodation is provided by allocated spaces in a secure basement level garage area. Access to the upper floors is by internal stairs & lobbies and a total of three passenger lifts. The building also includes a child care centre at first floor level which is **excluded** from the scope of this report.
In accordance with the plans provided the date of registration of the scheme is 2020.

1.4 Client

The Owners for "DKSN Cape Apartments".

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: **$41,000,000 (Inc GST)**

1.6 Inspector Details

Inspector Number **101**

R.T. Haughey

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1

2.1 Reinstatement Cost Assessment Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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 including:

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

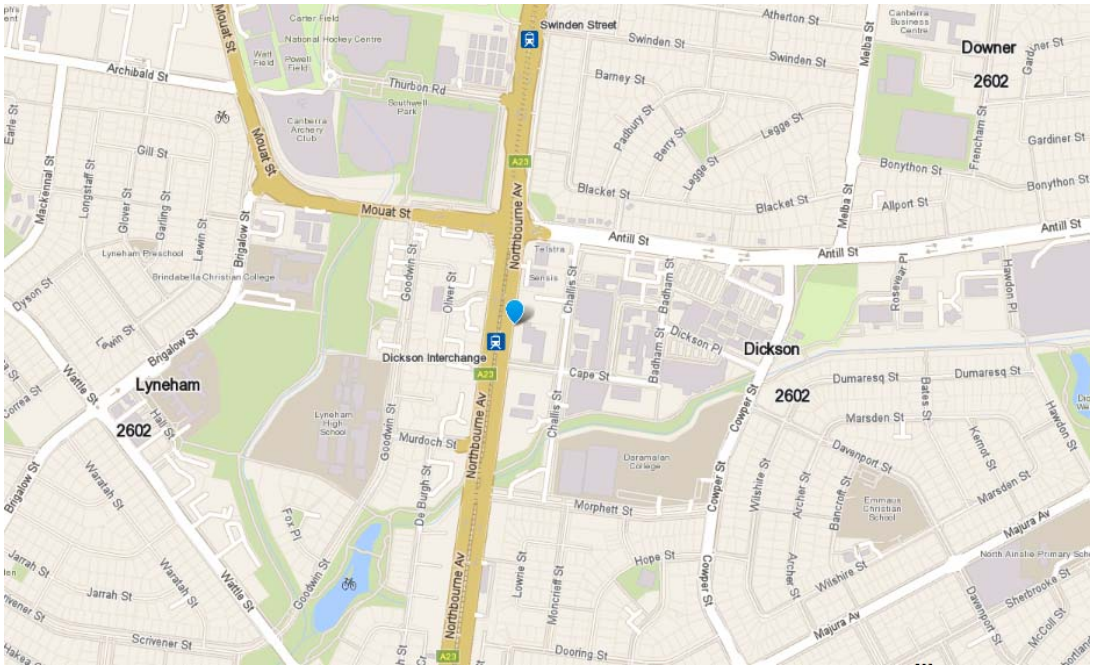
NB

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

2.6 Valuation

Replacement Building and Improvements Cost:		**$33,000,000**
Allowance for Cost Escalation during the following:		
Demolition, Design and Documentation:	9 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	12 Months	
Calculated at 3% per annum over the period		$1,400,000
Progressive Subtotal:		**$34,400,000**
Professional Fees:		$3,000,000
Progressive Subtotal:		**$37,400,000**
Demolition and Removal of Debris:		$2,500,000
Progressive Subtotal:		**$39,900,000**
Cost Escalation for Insurance Policy Lapse Period:		$1,100,000
Progressive Subtotal:		**$41,000,000**
Reinstatement Cost Assessment Value: (Inc GST)		**$41,000,000**

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: Painted.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel low pitched framing.
ROOFING: Profiled steel sheet coverings.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS

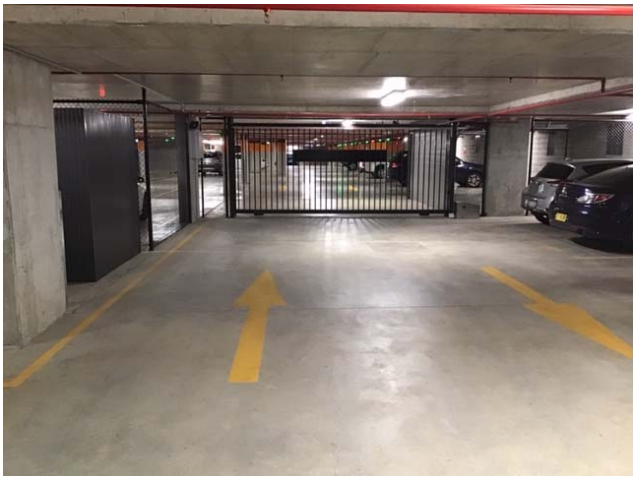












Sinking Fund Plan

DKSN Cape Apartments v3
19-21 Challis Street, Dickson, ACT 2602
Scheme Number: 12812



COMPILED BY SIMON VINCENT

On 18 October 2022 for the
15 Years Commencing: 1 October 2021
QIA Job Reference Number: 158286

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

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QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

19-21 Challis Street, Dickson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	$0.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	$6.18

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

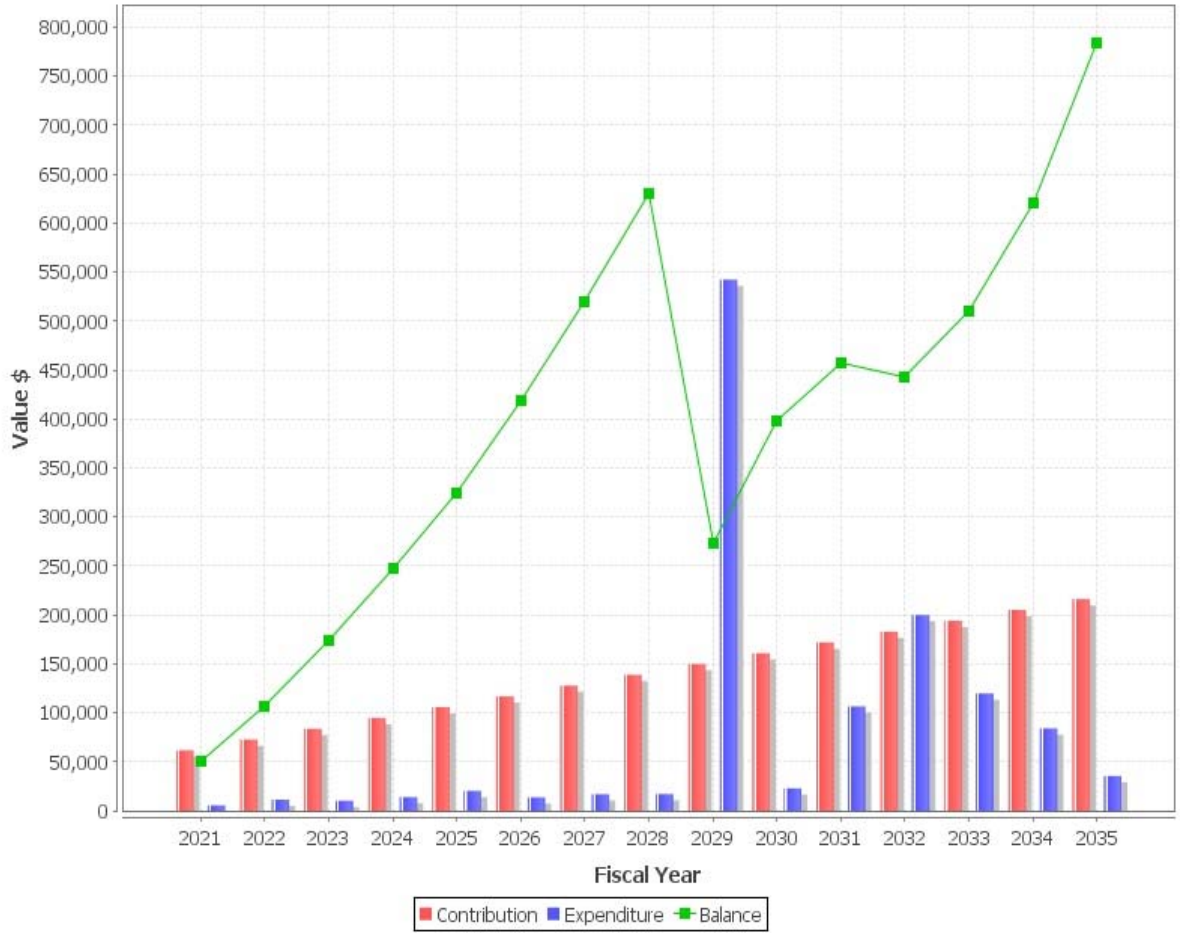
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/10/2021	$0	$56,182	$5,618	$61,800	$5.62	$0.56	$6.18	$515	$5,665	$51,032
2	01/10/2022	$51,032	$66,197	$6,620	$72,817	$6.62	$0.66	$7.28	$1,044	$11,484	$106,789
3	01/10/2023	$106,789	$76,213	$7,621	$83,834	$7.62	$0.76	$8.38	$940	$10,343	$173,599
4	01/10/2024	$173,599	$86,228	$8,623	$94,851	$8.62	$0.86	$9.49	$1,283	$14,110	$247,000
5	01/10/2025	$247,000	$96,244	$9,624	$105,868	$9.62	$0.96	$10.59	$1,857	$20,430	$324,671
6	01/10/2026	$324,671	$106,259	$10,626	$116,885	$10.63	$1.06	$11.69	$1,252	$13,771	$418,411
7	01/10/2027	$418,411	$116,275	$11,627	$127,902	$11.63	$1.16	$12.79	$1,540	$16,936	$519,289
8	01/10/2028	$519,289	$126,290	$12,629	$138,919	$12.63	$1.26	$13.89	$1,570	$17,272	$629,876
9	01/10/2029	$629,876	$136,305	$13,631	$149,936	$13.63	$1.36	$14.99	$49,289	$542,180	$273,291
10	01/10/2030	$273,291	$146,321	$14,632	$160,953	$14.63	$1.46	$16.10	$2,095	$23,045	$398,663
11	01/10/2031	$398,663	$156,336	$15,634	$171,970	$15.63	$1.56	$17.20	$9,702	$106,718	$457,983
12	01/10/2032	$457,983	$166,352	$16,635	$182,987	$16.64	$1.66	$18.30	$18,182	$199,999	$442,517
13	01/10/2033	$442,517	$176,367	$17,637	$194,004	$17.64	$1.76	$19.40	$10,893	$119,818	$509,959
14	01/10/2034	$509,959	$186,383	$18,638	$205,021	$18.64	$1.86	$20.50	$7,652	$84,175	$619,819
15	01/10/2035	$619,819	$196,398	$19,640	$216,038	$19.64	$1.96	$21.60	$3,241	$35,651	$783,808

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

October 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$5,665
Total Forecast Expenditure for year - October 2021 (Inc GST):	$5,665
Includes GST amount of :	$515

October 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$5,835
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	$5,649
Total Forecast Expenditure for year - October 2022 (Inc GST):	$11,484
Includes GST amount of :	$1,044

October 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,010
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$4,333
Total Forecast Expenditure for year - October 2023 (Inc GST):	$10,343
Includes GST amount of :	$940

October 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,190

FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$459
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$7,460
Total Forecast Expenditure for year - October 2024 (Inc GST):	$14,110
Includes GST amount of :	$1,283

October 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,376
BASEMENT	
- Replace entry gate motors in 5 years	$7,881
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	$6,173
Total Forecast Expenditure for year - October 2025 (Inc GST):	$20,430
Includes GST amount of :	$1,857

October 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,567
BASEMENT	
- Repaint line marking	$3,369
DRIVEWAY	
- Repaint line marking	$676
EXTERNAL WORKS	
- Ongoing partial maintenance of paver walkways	$2,265

FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$487
TOILET	
- Maintain fixtures/fittings	$406
Total Forecast Expenditure for year - October 2026 (Inc GST):	$13,771
Includes GST amount of :	$1,252

October 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,764
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$4,877
- Provision to upgrade TV monitors	$1,115
PLANT & EQUIPMENT	
- Replace sewer pumps in 7 years	$4,180
Total Forecast Expenditure for year - October 2027 (Inc GST):	$16,936
Includes GST amount of :	$1,540

October 2028	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,033
- Capital Replacement - General	$6,967
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	$2,009
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$517

FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	$6,746
Total Forecast Expenditure for year - October 2028 (Inc GST):	$17,272
Includes GST amount of :	$1,570
October 2029	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building	$229,138
- Repaint balcony ceilings	$68,002
- Scaffold/access equip allowance	$97,568
- Repaint door face	$2,365
- Repaint handrails	$1,330
- Capital Replacement - General	$7,176
BASEMENT	
- Repaint door face	$2,070
- Replace stormwater pumps in 9 years	$5,322
ENTRY FOYER	
- Repaint ceiling	$2,957
EXTERNAL WORKS	
- Ongoing partial maintenance of paver walkways	$2,475
FURNITURE & FITTINGS	
- Provision to replace door closers	$1,076
TOILET	
- Repaint ceiling	$887
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$8,648
- Replace pressure vessel in 9 years	$1,109

LOBBIES	
- Repaint walls	$65,046
- Repaint ceiling	$27,940
- Repaint door face	$13,748
STAIRWELL	
- Repaint door face	$5,322
Total Forecast Expenditure for year - October 2029 (Inc GST):	$542,180
Includes GST amount of :	$49,289
October 2030	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,096
- Capital Replacement - General	$7,392
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$548
ROOF	
- Maintain metal roof fixings/flashings	$7,613
PLANT & EQUIPMENT	
- Provision to replace exhaust/supply fans	$6,395
Total Forecast Expenditure for year - October 2030 (Inc GST):	$23,045
Includes GST amount of :	$2,095
October 2031	Expense Inc GST
SUPERSTRUCTURE	
- Maintain common pipework	$4,235
- Capital Replacement - General	$7,613

BASEMENT	
- Replace entry gate motors in 5 years	$9,410
ENTRY FOYER	
- Maintain tiles	$1,098
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	$2,196
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$5,489
- Provision to replace door closers	$1,142
TOILET	
- Maintain tiles	$412
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	$7,371
LOBBIES	
- Replace carpet/floor covering in 11 years	$67,752
Total Forecast Expenditure for year - October 2031 (Inc GST):	$106,718
Includes GST amount of :	$9,702
October 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,163
- Capital Replacement - General	$7,842
BASEMENT	
- Maintain/repair entry gates running gear	$1,938
EXTERNAL WORKS	
- Ongoing partial maintenance of paver walkways	$2,705

FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$582
- Provision to upgrade intercom systems & associated equipment	$64,615
PLANT & EQUIPMENT	
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	$121,154
Total Forecast Expenditure for year - October 2032 (Inc GST):	$199,999
Includes GST amount of :	$18,182

October 2033	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace external door/frame	$1,065
- Capital Replacement - General	$8,077
BASEMENT	
- Repaint line marking	$4,143
DRIVEWAY	
- Repaint line marking	$832
FURNITURE & FITTINGS	
- Provision to replace door closers	$1,212
TOILET	
- Maintain fixtures/fittings	$499
FIRE PROTECTION SYSTEMS	
- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual)	$91,512
ROOF	
- Provision to replace guttering in 29 years (partial accrual)	$5,491

PLANT & EQUIPMENT	
- Provision to replace exhaust/supply fans	$6,988
Total Forecast Expenditure for year - October 2033 (Inc GST):	$119,818
Includes GST amount of :	$10,893
October 2034	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,234
- Capital Replacement - General	$8,319
DRIVEWAY	
- Maintain driveway 3% of total	$3,299
ENTRY FOYER	
- Maintain tiles	$1,200
EXTERNAL WORKS	
- Ongoing partial maintenance of tiled walkways	$2,399
- Ongoing partial maintenance of concrete walkways	$3,110
FURNITURE & FITTINGS	
- Provision to replace mail boxes in 26 years (partial accrual)	$10,197
- Ongoing partial replacement of exterior lighting	$617
TOILET	
- Maintain tiles	$450
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels in 16 years (partial accrual)	$857
- Provision to replace portable fire extinguishers	$10,026
- Install/Replace sensors/exit signage/emergency lighting	$8,055

ROOF	
- Provision for partial balcony membrane replacement	$31,533
PLANT & EQUIPMENT	
- Maintain ventilation ducting	$2,879
Total Forecast Expenditure for year - October 2034 (Inc GST):	$84,175
Includes GST amount of :	$7,652

October 2035	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace external door/frame	$1,129
- Capital Replacement - General	$8,569
EXTERNAL WORKS	
- Ongoing partial maintenance of paver walkways	$2,955
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$6,178
- Provision to upgrade TV monitors	$1,412
- Provision to replace door closers	$1,285
ROOF	
- Maintain metal roof fixings/flashings	$8,826
PLANT & EQUIPMENT	
- Replace sewer pumps in 7 years	$5,296
Total Forecast Expenditure for year - October 2035 (Inc GST):	$35,651
Includes GST amount of :	$3,241

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	$159,650	2029	10									229138						
- Repaint balcony ceilings	$47,380	2029	10									68002						
- Scaffold/access equip allowance	$67,980	2029	10									97568						
- Repaint door face	$1,648	2029	10									2365						
- Provision to replace external door/frame	$659	2033	2													1065		1129
- Provision to replace balustrade/handrail fixings	$742	2028	2								1033		1096		1163		1234	
- Repaint handrails	$927	2029	10									1330						
- Maintain common pipework	$2,781	2031	6											4235				
- Capital Replacement - General	$5,000	2021	0	5665	5835	6010	6190	6376	6567	6764	6967	7176	7392	7613	7842	8077	8319	8569
BASEMENT																		
- Repaint line marking	$2,565	2026	7						3369							4143		
- Repaint door face	$1,442	2029	10									2070						
- Maintain/repair entry gates running gear	$1,236	2032	13												1938			
- Replace entry gate motors in 5 years	$6,180	2025	6					7881						9410				
- Replace stormwater pumps in 9 years	$3,708	2029	10									5322						
DRIVEWAY																		
- Maintain driveway 3% of total	$1,983	2034	5														3299	
- Repaint line marking	$515	2026	7						676							832		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ENTRY FOYER																		
- Repaint ceiling	$2,060	2029	10									2957						
- Maintain tiles	$721	2031	3											1098			1200	
EXTERNAL WORKS																		
- Ongoing partial maintenance of paver walkways	$1,724	2026	3						2265			2475			2705			2955
- Ongoing partial maintenance of tiled walkways	$1,442	2028	3								2009			2196			2399	
- Ongoing partial maintenance of concrete walkways	$1,869	2034	5														3110	
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 26 years (partial accrual)	$6,128	2034	4														10197	
- Ongoing partial replacement of exterior lighting	$371	2024	2				459		487		517		548		582		617	
- Provision to upgrade swipe/card readers	$3,605	2023	4			4333				4877				5489				6178
- Provision to upgrade TV monitors	$824	2027	8							1115								1412
- Provision to upgrade intercom systems & associated equipment	$41,200	2032	13												64615			
- Provision to replace door closers	$750	2029	2									1076		1142		1212		1285
TOILET																		
- Maintain fixtures/fittings	$309	2026	7						406							499		
- Repaint ceiling	$618	2029	10									887						
- Maintain tiles	$270	2031	3											412			450	
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual)	$56,650	2033	3													91512		
- Provision to replace fire hose reels in 16 years (partial accrual)	$515	2034	2														857	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Provision to replace portable fire extinguishers	$6,026	2024	5				7460					8648					10026	
- Install/Replace sensors/exit signage/emergency lighting	$4,841	2022	3		5649			6173			6746			7371			8055	
- Replace pressure vessel in 9 years	$772	2029	10									1109						
LOBBIES																		
- Repaint walls	$45,320	2029	10									65046						
- Repaint ceiling	$19,467	2029	10									27940						
- Replace carpet/floor covering in 11 years	$44,496	2031	12											67752				
- Repaint door face	$9,579	2029	10									13748						
ROOF																		
- Provision to replace guttering in 29 years (partial accrual)	$3,399	2033	4													5491		
- Maintain metal roof fixings/flashings	$5,150	2030	5										7613					8826
- Provision for partial balcony membrane replacement	$18,952	2034	3														31533	
STAIRWELL																		
- Repaint door face	$3,708	2029	10									5322						
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	$77,250	2032	4												121154			
- Replace sewer pumps in 7 years	$3,090	2027	8							4180								5296
- Provision to replace exhaust/supply fans	$4,326	2030	3										6395			6988		
- Maintain ventilation ducting	$1,730	2034	3														2879	
Total				5665	11484	10343	14110	20430	13771	16936	17272	542180	23045	106718	199999	119818	84175	35651
Includes GST amount of				515	1044	940	1283	1857	1252	1540	1570	49289	2095	9702	18182	10893	7652	3241

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint building	$159,650	2029	10	22555	45787	69715	94361	119747	145895	172826	200566	**229138**	26862	54530	83028	112380	142614	173754
- Repaint balcony ceilings	$47,380	2029	10	6694	13588	20690	28004	35538	43298	51290	59523	**68002**	7972	16183	24640	33351	42324	51566
- Scaffold/access equip allowance	$67,980	2029	10	9604	19496	29685	40180	50989	62123	73590	85402	**97568**	11438	23219	35353	47852	60726	73985
- Repaint door face	$1,648	2029	10	233	473	720	974	1236	1506	1784	2070	**2365**	277	563	857	1160	1472	1793
- Provision to replace external door/frame	$659	2033	2	68	138	211	285	362	441	523	606	693	782	873	968	**1065**	556	**1129**
- Provision to replace balustrade/handrail fixings	$742	2028	2	116	236	359	486	617	751	890	**1033**	540	**1096**	573	**1163**	608	**1234**	645
- Repaint handrails	$927	2029	10	131	266	405	548	695	847	1003	1164	**1330**	156	316	482	652	828	1008
- Maintain common pipework	$2,781	2031	6	331	671	1022	1383	1756	2139	2534	2940	3359	3791	**4235**	782	1587	2416	3270
- Capital Replacement - General	$5,000	2021	0	**5665**	**5835**	**6010**	**6190**	**6376**	**6567**	**6764**	**6967**	**7176**	**7392**	**7613**	**7842**	**8077**	**8319**	**8569**
BASEMENT																		
- Repaint line marking	$2,565	2026	7	521	1057	1610	2179	2765	**3369**	541	1098	1671	2262	2871	3497	**4143**	665	1350
- Replace individual garage door in 29 years	$1,339	2049	30	77	156	237	321	407	496	588	682	780	880	983	1089	1198	1311	1427
- Repaint door face	$1,442	2029	10	204	414	630	852	1082	1318	1561	1812	**2070**	243	492	750	1015	1288	1569
- Maintain/repair entry gates running gear	$1,236	2032	13	137	277	422	571	725	883	1046	1214	1387	1565	1749	**1938**	182	370	563
- Replace entry gate motors in 5 years	$6,180	2025	6	1484	3013	4588	6210	**7881**	1455	2953	4497	6086	7724	**9410**	1737	3526	5369	7267
- Replace stormwater pumps in 9 years	$3,708	2029	10	524	1063	1619	2192	2781	3389	4014	4658	**5322**	624	1266	1928	2610	3312	4035
- Replace cyclone/mesh fencing in 39 years	$9,100	2059	40	439	891	1356	1836	2330	2839	3363	3903	4458	5031	5621	6228	6854	7499	8162

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAY																		
- Maintain driveway 3% of total	$1,983	2034	5	193	392	597	808	1025	1249	1479	1717	1962	2213	2473	2740	3015	**3299**	720
- Repaint line marking	$515	2026	7	105	212	323	437	555	**676**	109	220	336	454	576	702	**832**	134	271
ENTRY FOYER																		
- Repaint ceiling	$2,060	2029	10	291	591	900	1218	1545	1883	2230	2588	**2957**	347	704	1071	1450	1840	2242
- Maintain tiles	$721	2031	3	86	174	265	359	455	555	657	762	871	983	**1098**	388	788	**1200**	424
EXTERNAL WORKS																		
- Ongoing partial maintenance of paver walkways	$1,724	2026	3	350	711	1082	1465	1859	**2265**	801	1625	**2475**	875	1777	**2705**	956	1941	**2955**
- Ongoing partial maintenance of tiled walkways	$1,442	2028	3	226	459	698	945	1199	1461	1731	**2009**	710	1442	**2196**	776	1576	**2399**	848
- Ongoing partial maintenance of concrete walkways	$1,869	2034	5	182	369	563	761	966	1177	1395	1619	1849	2087	2331	2583	2843	**3110**	679
- Replace refuse room roller door in 29 years	$1,339	2049	30	77	156	237	321	407	496	588	682	780	880	983	1089	1198	1311	1427
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 26 years (partial accrual)	$6,128	2034	4	597	1211	1845	2497	3168	3860	4573	5307	6063	6842	7644	8470	9321	**10197**	2743
- Ongoing partial replacement of exterior lighting	$371	2024	2	110	223	339	**459**	240	**487**	255	**517**	270	**548**	287	**582**	304	**617**	322
- Provision to upgrade swipe/card readers	$3,605	2023	4	1402	2846	**4333**	1166	2366	3603	**4877**	1312	2663	4055	**5489**	1477	2998	4564	**6178**
- Provision to upgrade TV monitors	$824	2027	8	146	295	450	609	773	941	**1115**	159	322	491	664	843	1027	1217	**1412**
- Provision to upgrade intercom systems & associated equipment	$41,200	2032	13	4553	9242	14073	19048	24172	29450	34886	40486	46253	52194	58313	**64615**	6076	12334	18779
- Provision to replace door closers	$750	2029	2	106	215	327	443	562	685	812	942	**1076**	563	**1142**	597	**1212**	633	**1285**
TOILET																		
- Maintain fixtures/fittings	$309	2026	7	63	127	194	263	333	**406**	65	132	201	272	346	421	**499**	80	162

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Repaint ceiling	$618	2029	10	87	177	270	365	464	565	669	776	**887**	104	211	321	435	552	673
- Maintain tiles	$270	2031	3	32	65	99	135	171	208	246	286	327	369	**412**	146	296	**450**	159
- Replace toilet and basin in 19 years	$649	2039	20	50	101	154	208	264	322	382	443	506	571	638	707	778	851	926
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers in 19 years	$15,450	2039	20	1186	2409	3667	4964	6299	7674	9091	10550	12053	13601	15196	16838	18530	20272	22067
- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual)	$56,650	2033	3	5859	11895	18111	24514	31109	37901	44898	52104	59527	67172	75047	83158	**91512**	32352	65675
- Provision to replace fire hose reels in 16 years (partial accrual)	$515	2034	2	50	102	155	210	266	324	384	446	510	575	642	712	783	**857**	448
- Provision to replace portable fire extinguishers	$6,026	2024	5	1783	3620	5512	**7460**	1629	3307	5035	6815	**8648**	1888	3834	5837	7901	**10026**	2189
- Install/Replace sensors/exit signage/emergency lighting	$4,841	2022	3	2783	**5649**	1997	4054	**6173**	2183	4431	**6746**	2385	4841	**7371**	2606	5290	**8055**	2847
- Replace jacking pump in 19 years	$2,060	2039	20	158	321	489	662	840	1023	1212	1407	1607	1813	2026	2245	2470	2703	2942
- Replace pressure vessel in 9 years	$772	2029	10	109	222	337	457	580	706	836	971	**1109**	130	264	402	544	690	841
LOBBIES																		
- Repaint walls	$45,320	2029	10	6403	12998	19790	26787	33993	41415	49061	56935	**65046**	7625	15479	23569	31902	40484	49324
- Repaint ceiling	$19,467	2029	10	2750	5583	8501	11506	14601	17790	21074	24456	**27940**	3275	6649	10124	13703	17390	21187
- Replace carpet/floor covering in 11 years	$44,496	2031	12	5290	10739	16351	22131	28085	34217	40534	47040	53741	60643	**67752**	6806	13817	21038	28476
- Repaint door face	$9,579	2029	10	1353	2747	4183	5662	7185	8753	10369	12034	**13748**	1612	3272	4982	6743	8557	10425
ROOF																		
- Provision to replace guttering in 29 years (partial accrual)	$3,399	2033	4	352	714	1087	1471	1867	2274	2694	3126	3572	4031	4503	4990	**5491**	1477	2999
- Maintain metal roof fixings/flashings	$5,150	2030	5	664	1348	2053	2778	3526	4296	5089	5905	6747	**7613**	1662	3375	5138	6955	**8826**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Provision for partial balcony membrane replacement	$18,952	2034	3	1846	3746	5704	7721	9798	11938	14141	16411	18749	21157	23637	26192	28823	**31533**	11148
STAIRWELL																		
- Repaint door face	$3,708	2029	10	524	1063	1619	2192	2781	3389	4014	4658	**5322**	624	1266	1928	2610	3312	4035
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 16 years	$30,900	2036	17	2706	5493	8364	11321	14366	17503	20734	24062	27490	31020	34657	38403	42261	46234	50327
- Provision for mechanical upgrade of lifts in 24 years (partial accrual)	$77,250	2032	4	8537	17330	26386	35715	45323	55219	65413	75912	86726	97864	109337	**121154**	32593	66165	100743
- Replace sewer pumps in 7 years	$3,090	2027	8	546	1107	1686	2282	2896	3529	**4180**	596	1209	1841	2492	3162	3852	4564	**5296**
- Provision to replace exhaust/supply fans	$4,326	2030	3	558	1132	1724	2334	2962	3608	4274	4960	5667	**6395**	2261	4589	**6988**	2470	5014
- Maintain ventilation ducting	$1,730	2034	3	168	342	521	705	895	1090	1291	1498	1712	1932	2158	2391	2632	**2879**	1018
TOTAL ACCRUALS				**95399**	**188003**	**283922**	**378896**	**470555**	**571974**	**673959**	**779077**	**363782**	**465993**	**490568**	**425979**	**465628**	**570870**	**742474**

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

REPORT INFORMATION

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

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

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

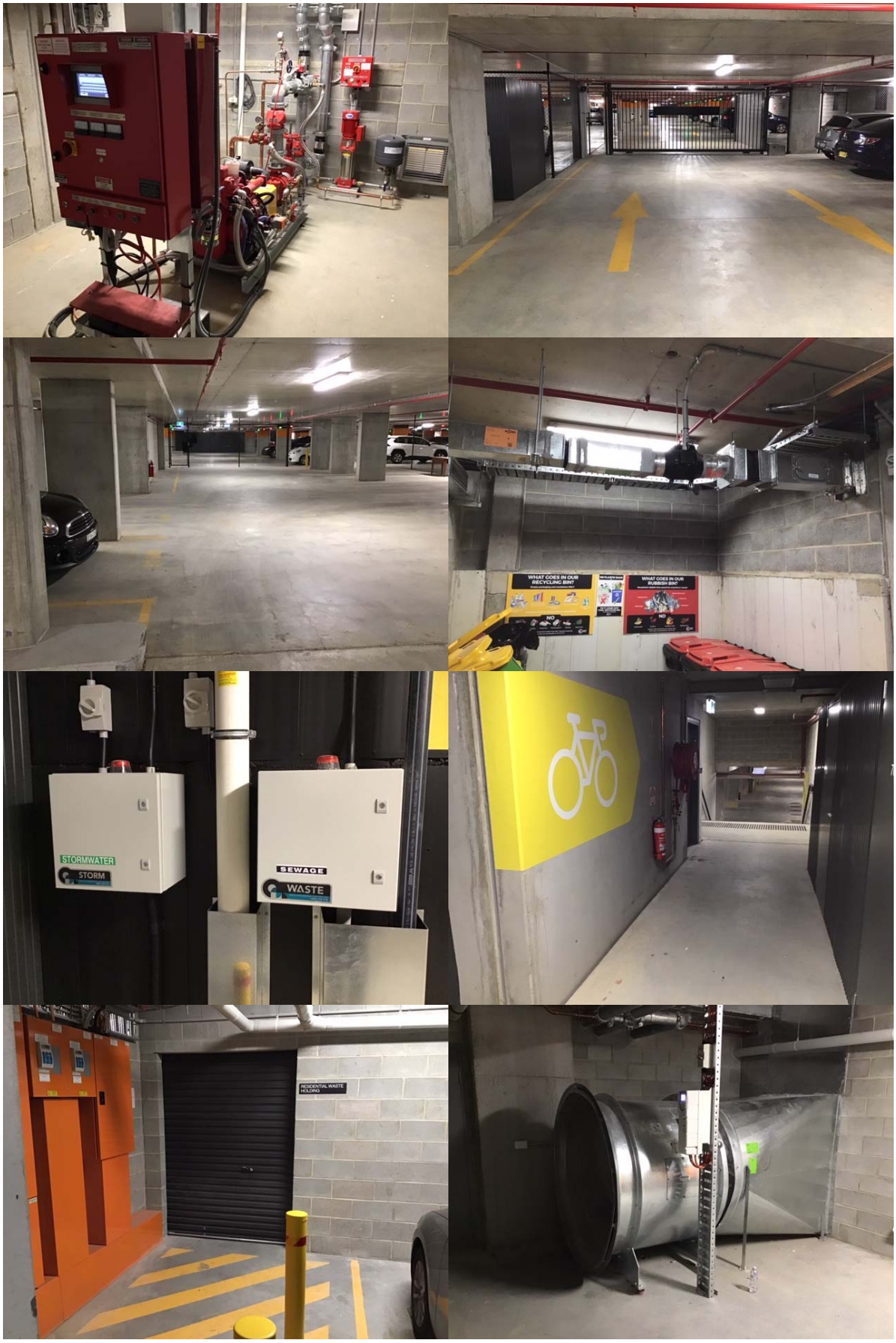
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

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

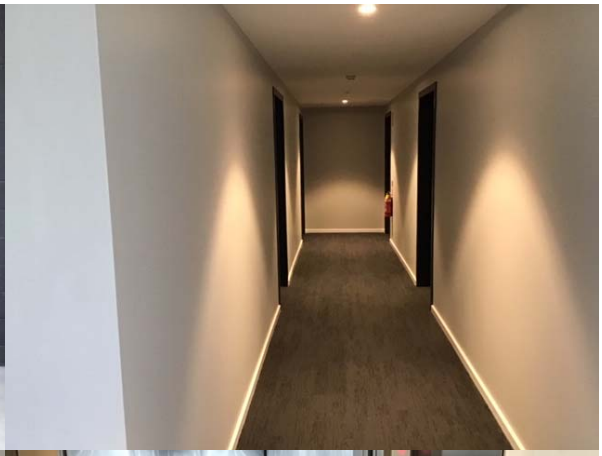
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

AREAS NOT INSPECTED

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


WHAT GOES IN OUR RECYCLING BIN?
WHAT GOES IN OUR RUBBISH BIN?
STORMWATER
STORM
SEWAGE
WASTE


Wilson
Wilson

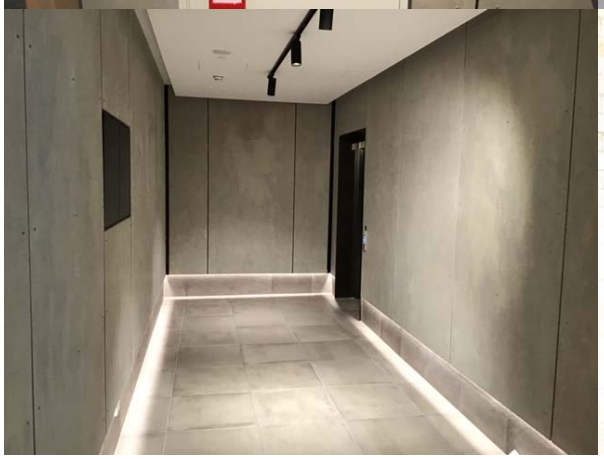




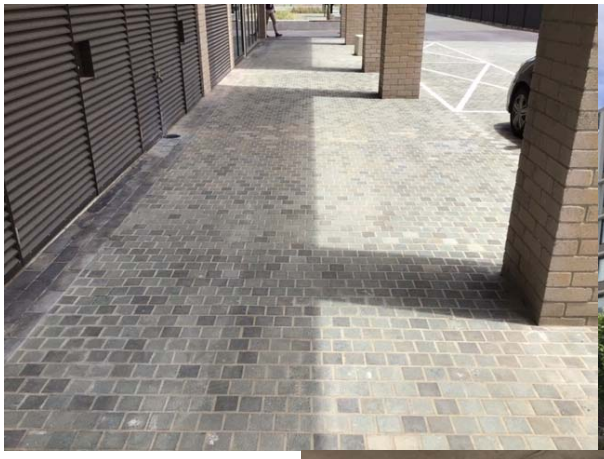

CAUTION
GLASS
BEHIND








21 Challis Street







Certificate of Occupancy and Use

Certificate No.: **B20191491C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	20	33	DICKSON	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20191491/A
B20191491/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
6	New	SHOP/RETAIL BUILDING	Ground Floor retail / food + beverage services fit off and tenancy partitioning excluding facade	A		B20191491N1	BLOC ACT PTY LTD
9b	New	EDUCATIONAL BUILDING	Level 1 structure, internal partitioning and services fit off for childcare centre excluding facade balustrades	A		B20191491N1	BLOC ACT PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Level 2 to 7 structure and roof, services fit off and partitioning for residential apartments excluding facade and balustrades	A		B20191491N1	BLOC ACT PTY LTD

Comments

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

Important Note:

1. Residential building statutory warranties and residential insurance do not apply in relation to building work.

2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Carl Bunk

Issued on: 21/08/2020

Delegate of the ACT Construction
Occupations Registrar.

Form 2

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

Sheet No 2 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	65	3	3002	323
2	127	3	3002	324
3	107	3	3002	325
4	85	3	3002	326
5	95	3	3002	327
6	69	3	3002	328
7	84	3	3002	329
8	64	3	3002	330
9	58	2	3002	331
10	84	3	3002	332
11	68	3	3002	333
12	95	3	3002	334
13	67	3	3002	335
14	102	3	3002	336
15	56	2	3002	337
16	93	3	3002	338
17	68	3	3002	339
18	65	3	3002	340
19	129	3	3002	341
20	108	3	3002	342
21	96	3	3002	343
22	96	3	3002	344
23	70	3	3002	345
24	85	3	3002	346
25	64	3	3002	347
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

BEN McALISTER

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
3002	322

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

Dated Twenty eighth this day of September 2020

Lyn Tankey

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

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

Sheet No 3 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	64	3	3002	348
27	85	3	3002	349
28	70	3	3002	350
29	97	3	3002	351
30	66	3	3002	352
31	103	3	3002	353
32	57	2	3002	354
33	94	3	3002	355
34	69	3	3002	356
35	65	3	3002	357
36	131	3	3002	358
37	109	3	3002	359
38	98	3	3002	360
39	98	3	3002	361
40	71	3	3002	362
41	85	3	3002	363
42	65	3	3002	364
43	65	3	3002	365
44	85	3	3002	366
45	71	3	3002	367
46	99	3	3002	368
47	67	3	3002	369
48	109	3	3002	370
49	59	3	3002	371
50	97	4	3002	372
Aggregate				

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Form 2

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

Sheet No 4 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	70	3	3002	373
52	68	3	3002	374
53	133	3	3002	375
54	111	3	3002	376
55	101	3	3002	377
56	100	3	3002	378
57	72	3	3002	379
58	86	3	3002	380
59	66	3	3002	381
60	66	3	3002	382
61	86	3	3002	383
62	72	3	3002	384
63	101	3	3002	385
64	68	3	3002	386
65	111	3	3002	387
66	60	3	3002	388
67	99	3	3002	389
68	71	3	3002	390
69	68	3	3002	391
70	137	2	3002	392
71	119	3	3002	393
72	101	3	3002	394
73	102	3	3002	395
74	73	3	3002	396
75	88	3	3002	397
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

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3002	322

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Dated Twenty eighth this day of September 2020

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General

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Form 2

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

Sheet No 5 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	**33**	**45 - 59**

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
76	68	3	3002	398
77	68	3	3002	399
78	88	3	3002	400
79	73	3	3002	401
80	103	3	3002	402
81	69	3	3002	403
82	113	3	3002	404
83	61	3	3002	405
84	104	3	3002	406
85	72	3	3002	407
86	70	3	3002	408
87	140	2	3002	409
88	121	3	3002	410
89	108	3	3002	411
90	104	3	3002	412
91	75	3	3002	413
92	90	3	3002	414
93	69	3	3002	415
94	69	3	3002	416
95	90	3	3002	417
96	75	3	3002	418
97	105	3	3002	419
98	71	3	3002	420
99	115	3	3002	421
100	63	3	3002	422
Aggregate				

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231
BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

SANDRA MARY WADE

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Form 2

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

Sheet No 6 of Sheets 35

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
DICKSON	33	45 - 59

Unit Plan No
12812

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	106	3	3002	423
102	74	3	3002	424
103	163	4	3002	425
104	499	4	3002	426
105	188	3	3002	427
106	150	2	3002	428
107	65	1	3002	429
108	43		3002	430
109	59	1	3002	431
110	61	2	3002	432
Aggregate	10,000	319		

EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 ~~321~~ 231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597:

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Unauthorised version prepared by ACT Parliamentary Counsel's Office

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

(1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the owners corporation by special resolution; and

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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

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

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

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(d) the pet owner cleans any area of the units plan that is soiled by the animal; and

(e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

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

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

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

1.10 Noise

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the owners corporation is required to do under the Act or these rules.

(2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

(a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 12812

Venue: Online via Microsoft Teams

Date: Tuesday, 30 January 2024

Time: 05:30pm

Attendance: S Warwick (Lot 31), B Petersen (Lot 58), T Park (Lot 59) with D Linssen and T Brissett (Vantage Strata).

Apologies: Nil

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

1. Confirmation of Chairperson for the purpose of the meeting.
It was agreed for T Park (Lot 59) to act as Chairperson for the purpose of the meeting.

2. Conflict of Interest for the Committee and/or the agenda.
There were no conflicts of interest declared, and the meeting proceeded.

3. Adoption and acknowledgement of Minutes
That the Executive Committee agrees to **acknowledge** the previous Minutes of the Owners Corporation, being the Annual General Meeting held Tuesday, 14 November 2023.

2. ELECTION OF OFFICE BEARERS

1. Motions:

a. It was resolved that the Executive Committee agree to appoint **B Peterson** as **Chairperson** for the 2024 financial year.

b. It was resolved that the Executive Committee agree to appoint **S Warwick** as **Treasurer** for the 2024 financial year.

c. It was resolved that the Executive Committee agree to appoint **T Park** as **Secretary** for the 2024 financial year.

d. It was resolved that the Executive Committee agree to ratify the appointment of **S Warwick** and **B Petersen** as UP12812 representatives to the Building Management Committee of DP12155.

3. OTHER BUSINESS

Basement Security

Complex security was discussed alongside the need to implement solutions that balance security and costs. Multiple options were discussed, with the continuation of metal panels agreed upon, noting further quotes are to be obtained.

Members present agreed to attend contractor walk throughs if available.

Window Clean

The meeting discussed window cleans and the scheduling around it, to which Vantage advised quotes are already being sourced for consideration.

Solar Panels

The installation of solar panels alongside their suitability was discussed, with Vantage Strata advising there are different avenues an Owners Corporation can go down when undertaking a solar project. The ACT Government have released a solar initiative which will be the first consideration for the development, noting the complex may not meet the eligibility criteria.

5. NEXT EC MEETING

It was agreed for the Committee to determine the next meeting offline.

5. MEETING CLOSURE

With no further business, the meeting closed at 6:08pm.

MINUTES OF THE MEETING OF THE BUILDING MANAGEMENT COMMITTEE OF DEPOSITED PLAN NO. 12155 'DKSN 1.0'

Venue: Online via Microsoft Teams

Date: Monday, 22 April 2024

Time: 5:00pm

In Attendance:
S Wade (L1, L2)
B Peterson (L3)
S Warwick (L3)
T Brissett (Vantage Strata)

MEETING FORMALITIES

MOTION 1 - Election of Chairperson (Unanimous Resolution)

That the Building Management Committee (BMC) agree, by Unanimous Resolution, to elect **B Petersen (L3)** for the purpose of the meeting.

CARRIED
(No Dissent Noted)

MOTION 2 - Adoption of Minutes (Unanimous Resolution)
That the Building Management Committee (BMC) agree , by Unanimous Resolution, to accept the previous minutes, being the minutes of General Meeting held 12 December 2023.

CARRIED
(No Dissent Noted)

ELECTION OF OFFICE BEARERS

MOTION 3 – Call for Election of Chairperson (Unanimous Resolution)

That the Building Management Committee (BMC) agree, by Unanimous Resolution, to elect **B Petersen (L3)** as **Chairperson**, in accordance with the Building Management Statement for the 2024 financial year.

CARRIED
(No Dissent Noted)

MOTION 4 – Call for Election of Treasurer (Unanimous Resolution)

That the Building Management Committee (BMC) agree, by Unanimous Resolution, to elect **S Wade (L1, L2)** as **Treasurer** in accordance with the Building Management Statement for the 2024 financial year.

CARRIED
(No Dissent Noted)

MOTION 5 – Call for Election of Secretary (Unanimous Resolution)

That the Building Management Committee (BMC) agree, by Unanimous Resolution, to elect **S Wade (L1, L2)** as **Secretary** in accordance with the Building Management Statement for the 2024 financial year.

CARRIED
(No Dissent Noted)

GENERAL BUSINESS

Planter Boxes:

S Wade questioned Ownership of the planter boxes currently left outside a commercial tenancy. It was confirmed the boxes remain of no evident use, and it was ultimately agreed to open dialogue with the Property Manager regarding their removal.

Parking:

B Petersen raised the matter of parking along the precinct laneway, and questioned who, if anyone, patrols the area as parking is excessive and against the intended use. S Wade advised Wilson manage the area, and a follow up regarding active patrol will take place.

Unapproved Structure:

Members briefly discussed the previously discussed unapproved structure, with the latest advice noting approval was being obtained. The BMC and UP insurance implications were questioned, with S Wade advising a follow-up with Access Canberra will occur.

MEETING CLOSURE

With no further business, the meeting closed at 5:13pm.

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 12812

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 2 December 2024

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).

o **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* o *and attach details to the notice*]

Date of decision	Full text of reduced quorum decision
2 December 2024	See attached minutes

A4 Owners corporation declaration

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

THE OWNERS - UNIT PLAN NO. 12812
Common Seal

…….

[*Affix owners corporation seal in accordance with the corporation articles*]

† 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 whilea quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.

- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ thetotal 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorumdecision may be made if a ***reduced quorum*** (see next point) is then present for consideration of themotion (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 themeeting 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened followingsuch 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 decisionson any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 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 ***dateof 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 quorumgeneral 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 (aperson 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 corporationheld 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 motionis 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 apetition 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 atany 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 revocationmotion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 12812
'DKSN - CAPE APARTMENTS'
19-21 Challis Street, DICKSON, ACT, 2602

Venue: 'Teams' Meeting, https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

Date: Monday, 2 December 2024

Time: 05:30 PM

Present:

G G Vilches	(Lot 28)	Owner present
S J Warwick	(Lot 31)	Owner present
B Petersen	(Lot 58)	Owner present
T S W Park	(Lot 59)	Owner present
L S Palaszewski	(Lot 61)	Owner present
C Goletsos	(Lot 88)	Owner present

Chairperson: B Petersen, Lot 58

Additional Attendees: Teagan Brissett, Vantage Strata
Shagun Grover, Vantage Strata

Apologies: Q Zhang (Lot 75)

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

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1:

It was confirmed that B Peterson be the Chair for the purposes of this meeting. It was noted and acknowledged that Q Zhang was an apology for this meeting and that no proxies had been received.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

That the minutes of the previous General Meeting be confirmed.

Motion CARRIED.

INSURANCE

Item 3:

For ease of reference a copy of the Certificate of Insurance and Insurance Register is enclosed with the agenda.

The Owners Corporation holds Building insurance for all defined parts of the buildings as well as Public Liability insurance over the common property, as per the Product Disclosure Statement (available on request) pursuant to the requirements of the Unit Titles (Management) Act 2011.

It would be prudent for Owners to consider and seek the appropriate qualified advice if they require additional insurance. Such advice could extend (but is not limited) to contents within the unit, floating floors, carpets, public liability cover within the unit and its subsidiaries as well as landlord's insurance.

Please note that the below mentioned building policy does not cover any damage to individual unit flooring/carpets irrespective of the circumstance, unless specifically stated as an inclusion and in line with the particulars as per the policy documents.

For the purposes of disclosure, Vantage Strata utilise an insurance broker to provide referral advice when placing policies. From time-to-time Vantage Strata will share in commissions earned by the broker from the insurance company with whom the policy is placed.

Please note - the current building insurance policy held by UP12812 is held in conjunction with the BMC's insurance policy as outlined in the below table:

Insurance Company / Policy Number	Chubb Insurance / 01GS553447
Renewal Date	30th of September 2025
Building Sum Insured	$129,864,000.00
Public Liability Sum Insured	$20,000,000.00
Office Bearers Liability Sum Insured	$5,000,000.00
Excess on Claims	$10,000.00

Insurance Valuation
Dated: 18th of January 2021
Prepared By: QIA Group Pty Ltd
Recommended Insurance Value: $123,680,000.00

As the policy is held by the BMC, there is no vote required on this item.

No further concerns were raised.

AUDITED FINANCIALS (Adoption)

Motion 4 Ordinary Resolution:

That the Owners Corporation adopt the audited financials and audit report for the financial period ended 29th of September 2024.

Motion CARRIED.

AUDITED FINANCIALS

Motion 5 Ordinary Resolution:

That upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

Motion CARRIED.

ADMIN FUND EXPENDITURE BUDGET

Motion 6 Ordinary Resolution:

That the Administration Fund expenditure budget of $377,728.00 plus GST for the period 30th of September 2024 to 29th of September 2025 be adopted.

Motion CARRIED.

ADMIN FUND CONTRIBUTION

Motion 7 Ordinary Resolution:

That a contribution be determined to the Administration Fund equal to the sum of $377,728.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 2 instalments due on 15th of February 2025 and 15th of August 2025.

Motion CARRIED.

SINKING FUND EXPENDITURE BUDGET

Motion 8 Ordinary Resolution:

That the Sinking Fund expenditure budget of $12,698.10 plus GST for the period 30th of September 2024 to 29th of September 2025 be adopted.

Motion CARRIED.

SINKING FUND CONTRIBUTION

Motion 9 Ordinary Resolution:

The Sinking Fund Report dated 18th of October 2022 was used as a point of reference for the proposed contributions. This year's recommended contributions total $86,228.00 plus GST.

That a contribution of $86,228.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 30th of September 2024 to 29th of September 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 2 instalments due on 15th of February 2025 and 15th of August 2025.

Sinking Fund Report

Dated:	18th of October 2022
Prepared By:	QIA Group Pty Ltd
Date To Be Reviewed:	18th of October 2026

Motion CARRIED.

INVESTMENT OF FUNDS

Motion 10 Special Resolution:

That the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.

Motion CARRIED.

L Palaszewski questioned what the interest-bearing investments can be. It was clarified that funds can only be invested into term deposits. It was also noted that no investments were authorised this past year.

MAINTENANCE PLAN (Review)

Motion 11 Ordinary Resolution:

That the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

Motion CARRIED.

COMMON PROPERTY SAFETY REPORT (Obtain)

Motion 12 Ordinary Resolution:

That the Owners Corporation authorise the Executive Committee to: -

a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.
b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.
c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.

Motion CARRIED.

The Manager clarified that this report was for determining the maintenance hazards currently onsite and recommended this report be updated every 1-2 years to ensure that items are up to date. It was noted that this item is one that Vantage Strata have been recommending across all buildings under management.

All those present agreed to obtain and hold this report.

FIRE SAFETY REVIEW

Item 13:

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.

Annual Fire Safety Certificate

Dated:	2nd of July 2024
Prepared By:	O'Neill & Brown Fire Services

It was clarified that no vote is required for this item.

DEFECTS

Item 14:

Members may wish to discuss any building structural defects.

No concerns were raised.

CONTRACTS

Item 15:

Any maintenance contracts coming up for renewal will be disclosed and discussed.

It was noted that there are no contracts currently coming up for renewal however should any come up, it will be raised with the incoming Executive Committee.

CONTRACTS AND SERVICE AGREEMENTS

Motion 16 Ordinary Resolution:

That the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

Motion CARRIED.

DELEGATIONS AND APPOINTMENTS

Item 17:

The Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

It was clarified that no vote is required for this item.

EXECUTIVE COMMITTEE (Election)

Motion 18 Ordinary Resolution:

That the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

Motion CARRIED.

Members nominated and confirmed:

1. Q Zhang (Offline form)
2. L Palaszewski
3. B Peterson
4. T Park
5. S Warwick
6. C Goletsos

BMC REPRESENTATIVES FOR DP12155

Motion 19 Special Resolution:

That the Owners Corporation appoint two representatives and an alternate representative to act as the BMC representatives for 12812.

Motion CARRIED.

The following members were nominated and subsequently appointed for the BMC positions:

1. Steven Warwick
2. Thomas Park

GENERAL BUSINESS

Item 20:

Update on Boom Lift Insurance Claim

The claim Vantage Strata lodged has been approved by the Insurance company, however we are awaiting confirmation from the loss adjuster and then the subsequent cash settlement. This settlement will be received less the excess amount. Once the third party (who caused the damage) has had the associated funds recovered from them, the excess amount will be reimbursed to the BMC.

EV Chargers
It was agreed that this item would be discussed in depth offline considering most Committee Members were part of the email chain for this matter.

Additionally, there was acknowledgement from the Committee for Teagan's efforts and well-wishes for her time away.

MEETING CLOSURE

With there being no further business to discuss, the meeting formally closed at **06:27 PM.**

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 12812 'DKSN CAPE'

Venue:	Online via Microsoft Teams or in person at the Vantage Strata Office		
Date:	Wednesday, 29 January 2025		
Time:	5:30pm		
Attendees:	S J Warwick	(Lot 31)	Owner present
	B Petersen	(Lot 58)	Owner present
	T S W Park	(Lot 59)	Owner present
	L S Palaszewski	(Lot 61)	Owner present
	Q Zhang	(Lot 75)	Owner present
Additional:	S Grover, Strata Manager		Vantage Strata
Apologies:	C Goletsos	(Lot 88)	

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

It was confirmed that B Peterson be the Chair for the purposes of this meeting. An apology from C Goletsos was disclosed and accepted and the meeting proceeded accordingly at 5.35PM.

It was requested that the committee declare any conflict of interest under the relevant agenda item during the meeting.

Secretarial Note: No conflicts of interests were noted.

2. ADOPTION OF MINUTES

It was resolved that the Executive Committee accept the minutes of the Annual General Meeting held on Monday, 2 December 2024.

3. FINANCIAL REPORT

The Manager provided a high-level overview of the current financial status of each account.

Administration Fund:	$77,796.12
Sinking Fund:	$221,164.05
Arrears:	$1,329.72

The Manager advised that the BMC contribution was due to be paid within the next week, which would entail $31,971.77 to be drawn from the admin fund.

It was noted that whilst the administration may seem 'low' to Owners, the next levy is due to be struck on the 15th of February 2025, meaning the cashflow will significantly increase.

It was further discussed that the Sinking Fund was in an extremely healthy position and could assist in lowering levies in the coming years.

Secretarial Note: The BMC contribution has been paid as of 5th February 2025.

4. ELECTION OF OFFICE BEARERS

- **Motion 1:** It was confirmed that the Executive Committee resolve to appoint *B Peterson* as Chairperson for the 2024 – 2025 financial year.

- **Motion 2:** It was confirmed that the Executive Committee resolve to appoint *S Warwick* as Treasurer for the 2024 – 2025 financial year.

- **Motion 3:** It was confirmed that the Executive Committee resolve to appoint *T Park* as Secretary for the 2024 – 2025 financial year.

5. NEW BUSINESS

EV Chargers

The Committee discussed the two quotes that had been presented to undertake a feasibility study with a qualified electrician. It was acknowledged that with the ever-growing need for EV charging facilities, the Committee should consider conducting a feasibility study to understand the load capacities of the building. It was advised that as there are big changes coming to the ACT over the next few years in relation to EV Cars, the EC should be proactive and at least conduct the fact-finding part of this process; as it would be in the best interests of the Owners Corporation.

The Committee considered the proposal from GMH Electrical as opposed to the proposal received from ActewAGL. Based on the significant cost difference, and the fact that both proposals offer the same service, it was acknowledged that GMH Electrical had provided the more competitive price. Whilst one member requested a 3rd comparative quote, it was noted that a majority vote had been received to proceed with GMH Electrical.

Common Property Safety Report

The Manager advised that the Common Property Safety Report had been circulated to the Committee for review. Suggestions on how Vantage Strata handle rectification of the items listed within the report was provided to the Committee and noted that this action plan would commence straight away.

The Manager to create a spreadsheet which would track the progress on these items and provide this to the Committee for ongoing review.

CCTV Cameras, Metal Plate Blockers and Rubbish Disposal

B Peterson raised the ongoing concern with rubbish disposal. The Committee discussed at length the need for additional CCTV cameras which would face the

rubbish room and monitor illegal dumping, as well as the need for signage in the bin room.

The Manager confirmed that signage can and will be ordered from Access Canberra for all bin rooms, and quotations sought for the installation of additional CCTV cameras.

The Manager advised the Committee to let Vantage Strata know if they are aware of the people that have dumped rubbish within the rooms, as we can on-charge for the removal and can also consider sending Infringement Notices to the relevant residents, which carry a charge that the resident would be responsible for.

The Committee also requested that the Manager investigate the installation of metal blocker plates on the external fire doors of the complex. The Committee advised that this was discussed previously and a quotation from Darryl Temple had been brought to the EC's consideration. The Manager to investigate this further and circulate quotes to the EC as a priority.

6. NEXT EC MEETING

It was advised that under the management agreement, the EC are entitled to four electronic meetings and one face-to-face meeting. The Committee agreed that they would hold quarterly meetings. If meetings are necessary outside of this schedule, they will be arranged on an as-needed basis.

7. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at **6:16PM**.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO. 12812
DKSN CAPE APARTMENT

Venue:	Online via Microsoft Teams		
Date:	Thursday, 30th October 2025		
Time:	5:30 PM		
Attendees:	S Warwick – Lot 31		
	B Petersen – Lot 58		
	T Park – Lot 59		
	L Palaszewski – Lot 61		
Apologies:	Q. Zhang – Lot 75		
	C Goletsos – Lot 88		
Additional	S Minson	Senior Strata Manager	Vantage Strata
Attendees:	S Riduan	Strata Manager	Vantage Strata

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

Quorum was confirmed and the meeting commenced at 5:34 PM, with B Petersen (Lot 58) confirmed as Chairperson, with the meeting facilitated by S Minson. No conflicts of interest were declared.

Apologies were noted from C Golestos (Lot 88) and Q Zhang (Lot 75).

2. ADOPTION OF MINUTES

It was resolved that the minutes of the previous EC Meeting dated 29th January 2025 were adopted.

3. FINANCE UPDATE

S Minson presented the financial report, confirming a healthy overall position across both the Admin and Sinking Funds, with arrears distributed among four owners. The arrears level was considered moderate. EC was advised that final notices have been issued and interest accrues from the date of default for the unit owners who were in arrears.

4. GENERAL BUSINESS

1. End of Financial Year matters

S Minson informed the Committee that the end of financial year internal audit had been completed, and the external audited financial statements had now also been received and provided to all members. These will be included in the AGM agenda pack.

2. New admin & Sinking Fund Budget

S Minson presented the draft 2025–2026 Administrative and Sinking Fund budgets, noting that the BMC contributions are currently under review and that a separate meeting will be held among BMC representatives in the coming week to finalise. A modest change to the previous years' budget was anticipated in line with CPI projections.

The EC discussed the annual carpark cleaning program, recommending that it continue on a once-yearly basis. A quote from a preferred contractor was identified as substantially lower than Colliers' prior proposal, and the work has been tentatively scheduled for March 2026, following completion of nearby construction.

EC reviewed increased plumbing expenditure, S Minson will review waterproofing works previously coded under R&M Plumbing and adjust future coding to better differentiate between general maintenance and building works. The increased

plumbing costs will be examined further with details to be provided to the committee.

It was also noted that the Sinking Fund Plan, last reviewed four years ago, should now be updated. EC approved quarterly levy instalments for the next financial year. S Minson will update the draft budget and liaise with EC members offline before seeking final approval and inclusion with the AGM agenda pack.

3. AGM Agenda

There were no out of the ordinary agenda items that were to be required for the upcoming AGM. The EC did revisit an earlier request from an owner to install a personal EV charger. S Minson referenced a feasibility study at another complex that can assist with identifying what infrastructure changes may be required, these recommendations generally involve backbone infrastructure upgrades which can be costly. It was agreed that a survey of owner interest should be conducted before commissioning any study. The general consensus was to remain open to future EV planning, but to defer action until there is clear evidence of sufficient owner demand.

4. AGM Date

A date of early December was proposed for the AGM, S Minson will circulate the draft AGM agenda and finalised budgets once the BMC contribution and minor administrative adjustments have been reviewed, and will ensure the meeting notice is issued in accordance with statutory timeframes.

5. OTHER BUSINESS

1. Carpark Safety and Lighting

EC discussed concerns regarding personal safety and inadequate lighting within the basement, particularly around the B2 waste room. It was noted that the light sensor remains non-functional despite several previous reports. S Minson will follow up to ensure rectification.

EC also discussed fencing and access-point security, acknowledging there is no current budget allocation for full replacement. Focus will instead be placed on improving key entry points with enhanced safety measures. S Minson will explore alternative materials suitable for entryway upgrades and report options for consideration.

In light of the recent CCTV issues identified during the fire sprinkler incident, EC requested an audit of the CCTV system, outlining camera coverage, blind spots, footage retention period, and recommended improvements, together with cost options for review.

2. Basement and waste Management

EC requested that the ACT NoWaste bulky waste collection be arranged prior to the scheduled carpark cleaning. Notices will be issued to owners directing the removal of items stored inappropriately, particularly those obstructing fire systems or storage cages. The work will be sequenced to ensure efficiency, with waste removal to occur first, followed by the carpark clean after completion of nearby construction activities.

3. Sprinkler Incident in Basement

S Minson noted this item had taken longer than it should have to provide an update to the committee, and apologized on behalf of Vantage, noting it could have been managed better. EC received an update regarding the car park sprinkler damage caused by a vehicle in late July. It was noted that only one CCTV image was provided by Colliers, with no further footage available. The footage and description of the vehicle was inconsistent with the registered vehicle and had not been accepted by the AFP, to assist with cost recovery.

EC requested that S Minson pursue further clarification and supporting information in relation to the carpark sprinkler incident. This includes obtaining complete CCTV footage as well as confirming with Wilson Security whether any supplementary footage exists. S Minson is also to review and verify the Neil & Brown after-hours invoice and provide an update by mid-next week on any additional evidence or feedback received from the AFP investigation.

4. Garage Door

T Park raised an issue with the right-hand guide rail of the exit garage door, which at times prevents the door from closing properly after hours. T. Park will provide photographs of the affected area to S Minson for assessment. S Minson will then arrange a contractor inspection and present remedial options, including the possibility of a simple realignment, for the EC's consideration.

6. NEXT MEETING AND MEETING SCHEDULE

Next EC meeting will be the AGM in December.

7. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 7:04 PM.

MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 12812
DKSN - Cape Apartments
Challis Street 19-21, DICKSON, ACT, 2602

VENUE: Vantage Strata Office

DATE: 1st December 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
31	Owner - S Warwick	Steven J Warwick & Constantine Tablan
58	Owner - B Petersen	Birgitte Petersen
59	Owner - T S W Park	Thomas S W Park
61	Owner - L Palaszewski	Lisa Sarah Palaszewski

APOLOGIES:

Nil

PROXIES:

Nil

ABSENTEE VOTES:

Nil

ADDITIONAL ATTENDEES:

Name	Description
N Mahfoodz	Strata Manager - Vantage Strata
S Minson	Senior Strata Manager - Vantage Strata

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011) at 6.00PM.

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that B Petersen (Lot 58) be appointed as the chairperson of the meeting.*

No absentee votes and proxies were accepted.

MOTION CARRIED

Secretarial note:

The meeting was facilitated by S Minson.

2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

MOTION CARRIED

3. INSURANCE

Special resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

a) obtain quotations,

b) give consideration to premium funding the policy if necessary,

c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,

d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

MOTION CARRIED

Secretarial note:

No dissent noted.

It was noted that the insurance for the development is held by the BMC.

4. INSURANCE CLAIMS (New or Outstanding)

No insurance claims were noted in the meeting.

5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 29/09/2025.*

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

*It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

MOTION CARRIED

7. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of $420,988.48 including GST for the period 30/09/2025 to 29/09/2026 be adopted.*

MOTION CARRIED

Secretarial note:

A brief inquiry was raised by T Park regarding whether the BMC contribution payable for shared facilities had been appropriately factored into the Administration Fund budget. S Minson confirmed the BMC contribution amount had been correctly budgeted.

8. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $420,988.48 including GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 15/01/2026, 15/03/2026, 15/06/2026 and 15/09/2026.*

MOTION CARRIED

9. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of $56,057.00 including GST, for the period 30/09/2025 to 29/09/2026 be adopted.*

MOTION CARRIED

No dissent noted.

10. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of $105,868.40 including GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 30/09/2025 to 29/09/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 15/01/2026, 15/03/2026, 15/06/2026 and 15/09/2026.*

MOTION CARRIED

No dissent noted.

11. INVESTMENT OF FUNDS - ACT

Special resolution

It was resolved that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.

MOTION CARRIED

No dissent noted.

12. MAINTENANCE PLAN (Review)

Ordinary resolution

*It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.*

MOTION CARRIED

No dissent noted.

13. MAINTENANCE ISSUES

S Minson advised a work ordered had been issued for the security mesh upgrade to basement 1, as directed by the executive committee. There had been a delay sourcing the steel mesh, that will be colour matched to the exciting mesh onsite. An update on the installation date will be provided to the new committee.

S Warwick (Lot 31) raised an issue of some damage to section of the mesh fencing in basement 2. S Minson advised they will arrange repair with the contractor engaged to install the mesh in B1.

Those present discussed damage to the garage door, S Minson advised this had been reported to Colliers who had arranged for this to be repaired.

14. DEFECTS

The following defects were discussed in the meeting:

T Park raised a previously received passive fire inspection report, that listed a number of items including door adjustments. S Minson advised Vantage will speak with the contractor regarding clarification on several items and come back to the new committee once they have more details.

15. FIRE SAFETY REVIEW

It is a requirement of the *Unit Titles (Management) (Meeting Agenda) Guidelines 2023* that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Annual Fire Safety Certificate provided from the fire contractor was attached with the agenda pack.

Annual Fire Safety Certificate

Dated: 08/07/2025

Prepared By: O'Neill & Brown Fire Services

16. DELEGATIONS AND APPOINTMENTS

The Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

This item is a requirement of the *Unit Titles (Management) (Meeting Agenda) Guidelines 2023.*

17. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

MOTION CARRIED

No dissent noted.

18. BMC REPRESENTATIVES

Submitted by Committee | Special resolution

*It was **resolved** that the Owners Corporation appoint two representatives and an alternate representative to act as the BMC representatives for 12812*

List of representatives:

1. *B Petersen (Lot 58)*
2. *T Park (Lot 59)*

MOTION CARRIED

No dissent noted.

19. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

*It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.*

MOTION CARRIED

Elected executive committee:

1. B Petersen (Lot 58)
2. S Warwick (Lot 31)
3. T Park (Lot 59)
4. L Palaszewski (Lot 61)

20. GENERAL BUSINESS

AirBnB & Mailbox Security

- An item of general mailbox security was discussed by those present. It was recommended that combination locks on personal mailboxes can present as a target for thrives and should be discouraged.
- S Minson proposed the new committee may consider a rule amendment that prohibited combination locks on mailboxes to reduce this security risk. Vantage to arrange for mailbox repair quote for the new committee’s future consideration.

Management Transition

- T Brissett has returned from maternity leave and resuming management of DKSN Cape Apartments. S Minson transitioning portfolio back to T Brissett.
- Transition Details:
    - T Brissett has previous experience managing the property
    - S Minson to continue supporting on historical matters (particularly vehicle damage claim with aeamless handover anticipated
    - Both managers will remain available and coordinate on ongoing matters
- Committee expressed appreciation for S Minson's work over past months and welcomed T Brissett's return.

21. MEETING CLOSURE

Being no further business, the meeting was closed at 7.00PM

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 12812

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 01 December 2025

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).

O **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* O *and attach details to the notice*]

Date of decision	Full text of reduced quorum decision
01 December 2025	See attached minutes

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation



……

[*Affix owners corporation seal in accordance with the corporation articles*]

† 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 whilea quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ thetotal 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorumdecision may be made if a ***reduced quorum*** (see next point) is then present for consideration of themotion (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 themeeting 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 ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened followingsuch 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 decisionson any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 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 ***dateof 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 quorumgeneral 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 (aperson 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 corporationheld 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 motionis 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 apetition 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 atany 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 revocationmotion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

Vantage Strata Pty Ltd
Approved Budget for Unit Title 12812

DKSN - CAPE APARTMENTS, 19-21 Challis Street DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Administrative Fund	Approved Budget (30/09/2025-29/09/2026)	Current Actual (30/09/2024-29/09/2025)	Current Budget (30/09/2024-29/09/2025)
Income			
Insurance Claim Recoveries	$0.00	*$24,970.47*	*$0.00*
Interest	$0.00	*$654.63*	*$0.00*
Levy Income	$382,716.80	*$377,727.78*	*$377,728.00*
Total Admin Fund Income	**$382,716.80**	*$403,352.88*	*$377,728.00*
Expense			
Accounting Fees	$1,400.00	*$1,280.00*	*$0.00*
Audit Fees	$1,850.00	*$1,600.00*	*$1,640.00*
BAS & Tax Preparation (I)	$0.00	*$0.00*	*$1,408.00*
BMC Contribution	$135,000.00	*$130,462.02*	*$135,000.00*
Bank Fees & Charges	$0.00	*$(0.07)*	*$0.00*
Banking, Software & Infrastructure	$405.00	*$400.08*	*$400.00*
BuildingLink	$0.00	*$2,640.00*	*$2,640.00*
CCTV Repairs & Maintenance	$0.00	*$200.00*	*$0.00*
Cleaning - Contract	$77,000.00	*$75,972.24*	*$73,000.00*
Cleaning - Floors	$2,000.00	*$0.00*	*$2,000.00*
Cleaning - General	$2,000.00	*$0.00*	*$1,000.00*
Cleaning - Windows	$10,000.00	*$0.00*	*$10,000.00*
Contractor Compliance Fee	$0.00	*$89.00*	*$90.00*
Electricity Usage	$13,000.00	*$11,052.67*	*$13,000.00*
Fire - False Alarm Fees	$1,700.00	*$0.00*	*$1,700.00*
Fire - Maintenance Contract	$5,196.00	*$4,878.51*	*$4,830.00*
Fire - Passive Maintenance Contract (I)	$0.00	*$0.00*	*$14,000.00*
Fire Services R&M and Replacement	$12,000.00	*$6,861.00*	*$2,500.00*
Gardening - Contract	$0.00	*$0.00*	*$1,080.00*
Government Permits, Fees & Charges	$32.00	*$30.91*	*$0.00*
Height Safety Certification	$1,000.00	*$850.00*	*$1,000.00*
Insurance Payouts	$0.00	*$1,385.00*	*$0.00*
Keys, Fobs, Remotes & Swipes	$250.00	*$1,329.09*	*$250.00*
Lifts - Maintenance Contract	$11,480.00	*$12,221.68*	*$10,400.00*
Lifts - Repairs & Maintenance	$2,000.00	*$1,045.00*	*$2,000.00*
Management Fees - Schedule B Fees	$0.00	*$262.50*	*$0.00*
Management Fees - Strata Management	$48,463.80	*$46,153.46*	*$46,200.00*
R&M - Doors	$0.00	*$521.18*	*$0.00*
R&M - Electrical	$4,700.00	*$2,613.64*	*$2,500.00*
R&M - Electrical Maintenance Contract (I)	$0.00	*$0.00*	*$2,122.00*
R&M - Garage, Car Park, Stackers & Visitor Parking	$1,500.00	*$440.00*	*$0.00*
R&M - Gates (I)	$0.00	*$0.00*	*$1,500.00*
R&M - General	$10,000.00	*$8,023.00*	*$10,000.00*
R&M - ICT Services & Infrastructure (inc Telephone)	$1,080.00	*$1,180.20*	*$1,080.00*
R&M - Intercom	$500.00	*$200.00*	*$0.00*
R&M - Planned Preventative Maintenance Contract	$0.00	*$3,500.00*	*$0.00*

Administrative Fund

	Approved Budget (30/09/2025-29/09/2026)	Current Actual (30/09/2024-29/09/2025)	Current Budget (30/09/2024-29/09/2025)
R&M - Plumbing	$5,000.00	*$15,471.92*	*$2,500.00*
R&M - Plumbing Maintenance Contract	$3,660.00	*$3,590.44*	*$3,888.00*
Reports - Consultants	$1,500.00	*$1,123.64*	*$0.00*
Rubbish Removal	$0.00	*$856.36*	*$0.00*
Security Guards, Patrols & Services	$0.00	*$323.18*	*$0.00*
Security Repairs & Maintenance	$500.00	*$0.00*	*$500.00*
Security Upgrade	$2,500.00	*$0.00*	*$2,500.00*
Waste & Recycling Bins	$3,000.00	*$2,166.03*	*$3,000.00*
Water Usage	$24,000.00	*$21,389.48*	*$24,000.00*
Total Admin Fund Expense	**$382,716.80**	*$360,112.16*	*$377,728.00*
TOTAL ADMIN LEVY INCOME	**$382,716.80**	*$377,727.78*	*$377,728.00*
Increase/Reduce ADMIN FUND	**$0.00**	*$0.00*	*$0.00*
ADD: ADMIN GST	**$38,271.68**		*$37,772.80*
TOTAL ADMIN BUDGET	**$420,988.48**		*$415,500.80*

Sinking Fund

	Approved Budget (30/09/2025-29/09/2026)	Current Actual (30/09/2024-29/09/2025)	Current Budget (30/09/2024-29/09/2025)
Income			
Interest	$0.00	*$172.05*	*$0.00*
Levy Income	$96,244.00	*$86,227.98*	*$86,228.00*
Total Sinking Fund Income	**$96,244.00**	*$86,400.03*	*$86,228.00*
Expense			
Bank Fees & Charges	$0.00	*$(0.04)*	*$0.00*
Fire Services R&M and Replacement	$25,000.00	*$0.00*	*$6,714.00*
R&M - Buildings	$5,796.36	*$2,237.25*	*$5,571.00*
R&M - Doors	$7,164.55	*$390.00*	*$0.00*
R&M - Electrical	$3,000.00	*$0.00*	*$413.10*
Security Upgrade	$10,000.00	*$0.00*	*$0.00*
Total Sinking Fund Expense	**$50,960.91**	*$2,627.21*	*$12,698.10*
TOTAL SINKING LEVY INCOME	**$96,244.00**	*$86,227.98*	*$86,228.00*
ADD: SINKING GST	**$9,624.40**		*$8,622.80*
TOTAL SINKING BUDGET	**$105,868.40**		*$94,850.80*

Vantage Strata Pty Ltd
Approved Budget for Unit Title 12812

DKSN - CAPE APARTMENTS, 19-21 Challis Street DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Budget Summary (30/09/2025-29/09/2026)

	Approved	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
Administrative Fund	$420,988.48	$105,246.86	$105,246.86	$105,246.86	$105,246.86	$420,987.44
Sinking Fund	$105,868.40	$26,467.09	$26,467.09	$26,467.09	$26,467.09	$105,868.36
Contribution Schedule Total	$526,856.88	$131,713.95	$131,713.95	$131,713.95	$131,713.95	$526,855.80
Amount to Collect	**$526,856.88**	**$131,713.95**	**$131,713.95**	**$131,713.95**	**$131,713.95**	**$526,855.80**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Levy Adjustment Summary (30/09/2025-29/09/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Sinking	Total
15/01/2026	30/09/2025 - 29/12/2025	$10.52	$2.65	$13.17
15/03/2026	30/12/2025 - 29/03/2026	$10.52	$2.65	$13.17
15/06/2026	30/03/2026 - 29/06/2026	$10.52	$2.65	$13.17
15/09/2026	30/06/2026 - 29/09/2026	$10.52	$2.65	$13.17
Financial Year Total per Units of Entitlement		**$42.10**	**$10.59**	**$52.69**
Financial Year Aggregate		**$420,987.44**	**$105,868.36**	**$526,855.80**
Approved Budget Amount		**$420,988.48**	**$105,868.40**	**$526,856.88**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
65	1, 18, 35, 42, 43, 107					
	Admin	$684.11	$684.11	$684.11	$684.11	$2,736.44
	Sinking	$172.04	$172.04	$172.04	$172.04	$688.16
	Owner Total	**$856.15**	**$856.15**	**$856.15**	**$856.15**	**$3,424.60**
127	2					
	Admin	$1,336.62	$1,336.62	$1,336.62	$1,336.62	$5,346.48
	Sinking	$336.13	$336.13	$336.13	$336.13	$1,344.52
	Owner Total	**$1,672.75**	**$1,672.75**	**$1,672.75**	**$1,672.75**	**$6,691.00**
107	3					
	Admin	$1,126.15	$1,126.15	$1,126.15	$1,126.15	$4,504.60
	Sinking	$283.20	$283.20	$283.20	$283.20	$1,132.80
	Owner Total	**$1,409.35**	**$1,409.35**	**$1,409.35**	**$1,409.35**	**$5,637.40**
85	4, 24, 27, 41, 44					
	Admin	$894.58	$894.58	$894.58	$894.58	$3,578.32
	Sinking	$224.97	$224.97	$224.97	$224.97	$899.88
	Owner Total	**$1,119.55**	**$1,119.55**	**$1,119.55**	**$1,119.55**	**$4,478.20**
95	5, 12					
	Admin	$999.86	$999.86	$999.86	$999.86	$3,999.44
	Sinking	$251.44	$251.44	$251.44	$251.44	$1,005.76
	Owner Total	**$1,251.30**	**$1,251.30**	**$1,251.30**	**$1,251.30**	**$5,005.20**
69	6, 34, 81, 93, 94					
	Admin	$726.23	$726.23	$726.23	$726.23	$2,904.92
	Sinking	$182.62	$182.62	$182.62	$182.62	$730.48
	Owner Total	**$908.85**	**$908.85**	**$908.85**	**$908.85**	**$3,635.40**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
84	7, 10					
	Admin	$884.08	$884.08	$884.08	$884.08	$3,536.32
	Sinking	$222.32	$222.32	$222.32	$222.32	$889.28
	Owner Total	**$1,106.40**	**$1,106.40**	**$1,106.40**	**$1,106.40**	**$4,425.60**
64	8, 25, 26					
	Admin	$673.56	$673.56	$673.56	$673.56	$2,694.24
	Sinking	$169.39	$169.39	$169.39	$169.39	$677.56
	Owner Total	**$842.95**	**$842.95**	**$842.95**	**$842.95**	**$3,371.80**
58	9					
	Admin	$610.44	$610.44	$610.44	$610.44	$2,441.76
	Sinking	$153.51	$153.51	$153.51	$153.51	$614.04
	Owner Total	**$763.95**	**$763.95**	**$763.95**	**$763.95**	**$3,055.80**
68	11, 17, 52, 64, 69, 76, 77					
	Admin	$715.67	$715.67	$715.67	$715.67	$2,862.68
	Sinking	$179.98	$179.98	$179.98	$179.98	$719.92
	Owner Total	**$895.65**	**$895.65**	**$895.65**	**$895.65**	**$3,582.60**
67	13, 47					
	Admin	$705.17	$705.17	$705.17	$705.17	$2,820.68
	Sinking	$177.33	$177.33	$177.33	$177.33	$709.32
	Owner Total	**$882.50**	**$882.50**	**$882.50**	**$882.50**	**$3,530.00**
102	14, 73					
	Admin	$1,073.54	$1,073.54	$1,073.54	$1,073.54	$4,294.16
	Sinking	$269.96	$269.96	$269.96	$269.96	$1,079.84
	Owner Total	**$1,343.50**	**$1,343.50**	**$1,343.50**	**$1,343.50**	**$5,374.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
56	15					
	Admin	$589.38	$589.38	$589.38	$589.38	$2,357.52
	Sinking	$148.22	$148.22	$148.22	$148.22	$592.88
	Owner Total	**$737.60**	**$737.60**	**$737.60**	**$737.60**	**$2,950.40**
93	16					
	Admin	$978.81	$978.81	$978.81	$978.81	$3,915.24
	Sinking	$246.14	$246.14	$246.14	$246.14	$984.56
	Owner Total	**$1,224.95**	**$1,224.95**	**$1,224.95**	**$1,224.95**	**$4,899.80**
129	19					
	Admin	$1,357.67	$1,357.67	$1,357.67	$1,357.67	$5,430.68
	Sinking	$341.43	$341.43	$341.43	$341.43	$1,365.72
	Owner Total	**$1,699.10**	**$1,699.10**	**$1,699.10**	**$1,699.10**	**$6,796.40**
108	20, 89					
	Admin	$1,136.66	$1,136.66	$1,136.66	$1,136.66	$4,546.64
	Sinking	$285.84	$285.84	$285.84	$285.84	$1,143.36
	Owner Total	**$1,422.50**	**$1,422.50**	**$1,422.50**	**$1,422.50**	**$5,690.00**
96	21, 22					
	Admin	$1,010.37	$1,010.37	$1,010.37	$1,010.37	$4,041.48
	Sinking	$254.08	$254.08	$254.08	$254.08	$1,016.32
	Owner Total	**$1,264.45**	**$1,264.45**	**$1,264.45**	**$1,264.45**	**$5,057.80**
70	23, 28, 51, 86					
	Admin	$736.73	$736.73	$736.73	$736.73	$2,946.92
	Sinking	$185.27	$185.27	$185.27	$185.27	$741.08
	Owner Total	**$922.00**	**$922.00**	**$922.00**	**$922.00**	**$3,688.00**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
97	29, 50					
	Admin	$1,020.92	$1,020.92	$1,020.92	$1,020.92	$4,083.68
	Sinking	$256.73	$256.73	$256.73	$256.73	$1,026.92
	Owner Total	**$1,277.65**	**$1,277.65**	**$1,277.65**	**$1,277.65**	**$5,110.60**
66	30, 59, 60					
	Admin	$694.62	$694.62	$694.62	$694.62	$2,778.48
	Sinking	$174.68	$174.68	$174.68	$174.68	$698.72
	Owner Total	**$869.30**	**$869.30**	**$869.30**	**$869.30**	**$3,477.20**
103	31, 80					
	Admin	$1,084.04	$1,084.04	$1,084.04	$1,084.04	$4,336.16
	Sinking	$272.61	$272.61	$272.61	$272.61	$1,090.44
	Owner Total	**$1,356.65**	**$1,356.65**	**$1,356.65**	**$1,356.65**	**$5,426.60**
57	32					
	Admin	$599.89	$599.89	$599.89	$599.89	$2,399.56
	Sinking	$150.86	$150.86	$150.86	$150.86	$603.44
	Owner Total	**$750.75**	**$750.75**	**$750.75**	**$750.75**	**$3,003.00**
94	33					
	Admin	$989.31	$989.31	$989.31	$989.31	$3,957.24
	Sinking	$248.79	$248.79	$248.79	$248.79	$995.16
	Owner Total	**$1,238.10**	**$1,238.10**	**$1,238.10**	**$1,238.10**	**$4,952.40**
131	36					
	Admin	$1,378.73	$1,378.73	$1,378.73	$1,378.73	$5,514.92
	Sinking	$346.72	$346.72	$346.72	$346.72	$1,386.88
	Owner Total	**$1,725.45**	**$1,725.45**	**$1,725.45**	**$1,725.45**	**$6,901.80**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
109	37, 48					
	Admin	$1,147.21	$1,147.21	$1,147.21	$1,147.21	$4,588.84
	Sinking	$288.49	$288.49	$288.49	$288.49	$1,153.96
	Owner Total	**$1,435.70**	**$1,435.70**	**$1,435.70**	**$1,435.70**	**$5,742.80**
98	38, 39					
	Admin	$1,031.42	$1,031.42	$1,031.42	$1,031.42	$4,125.68
	Sinking	$259.38	$259.38	$259.38	$259.38	$1,037.52
	Owner Total	**$1,290.80**	**$1,290.80**	**$1,290.80**	**$1,290.80**	**$5,163.20**
71	40, 45, 68, 98					
	Admin	$747.23	$747.23	$747.23	$747.23	$2,988.92
	Sinking	$187.92	$187.92	$187.92	$187.92	$751.68
	Owner Total	**$935.15**	**$935.15**	**$935.15**	**$935.15**	**$3,740.60**
99	46, 67					
	Admin	$1,041.93	$1,041.93	$1,041.93	$1,041.93	$4,167.72
	Sinking	$262.02	$262.02	$262.02	$262.02	$1,048.08
	Owner Total	**$1,303.95**	**$1,303.95**	**$1,303.95**	**$1,303.95**	**$5,215.80**
59	49, 109					
	Admin	$620.94	$620.94	$620.94	$620.94	$2,483.76
	Sinking	$156.16	$156.16	$156.16	$156.16	$624.64
	Owner Total	**$777.10**	**$777.10**	**$777.10**	**$777.10**	**$3,108.40**
133	53					
	Admin	$1,399.79	$1,399.79	$1,399.79	$1,399.79	$5,599.16
	Sinking	$352.01	$352.01	$352.01	$352.01	$1,408.04
	Owner Total	**$1,751.80**	**$1,751.80**	**$1,751.80**	**$1,751.80**	**$7,007.20**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
111	54, 65					
	Admin	$1,168.22	$1,168.22	$1,168.22	$1,168.22	$4,672.88
	Sinking	$293.78	$293.78	$293.78	$293.78	$1,175.12
	Owner Total	**$1,462.00**	**$1,462.00**	**$1,462.00**	**$1,462.00**	**$5,848.00**
101	55, 63, 72					
	Admin	$1,062.98	$1,062.98	$1,062.98	$1,062.98	$4,251.92
	Sinking	$267.32	$267.32	$267.32	$267.32	$1,069.28
	Owner Total	**$1,330.30**	**$1,330.30**	**$1,330.30**	**$1,330.30**	**$5,321.20**
100	56					
	Admin	$1,052.48	$1,052.48	$1,052.48	$1,052.48	$4,209.92
	Sinking	$264.67	$264.67	$264.67	$264.67	$1,058.68
	Owner Total	**$1,317.15**	**$1,317.15**	**$1,317.15**	**$1,317.15**	**$5,268.60**
72	57, 62, 85					
	Admin	$757.79	$757.79	$757.79	$757.79	$3,031.16
	Sinking	$190.56	$190.56	$190.56	$190.56	$762.24
	Owner Total	**$948.35**	**$948.35**	**$948.35**	**$948.35**	**$3,793.40**
86	58, 61					
	Admin	$905.13	$905.13	$905.13	$905.13	$3,620.52
	Sinking	$227.62	$227.62	$227.62	$227.62	$910.48
	Owner Total	**$1,132.75**	**$1,132.75**	**$1,132.75**	**$1,132.75**	**$4,531.00**
60	66					
	Admin	$631.50	$631.50	$631.50	$631.50	$2,526.00
	Sinking	$158.80	$158.80	$158.80	$158.80	$635.20
	Owner Total	**$790.30**	**$790.30**	**$790.30**	**$790.30**	**$3,161.20**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
137	70					
	Admin	$1,441.90	$1,441.90	$1,441.90	$1,441.90	$5,767.60
	Sinking	$362.60	$362.60	$362.60	$362.60	$1,450.40
	Owner Total	**$1,804.50**	**$1,804.50**	**$1,804.50**	**$1,804.50**	**$7,218.00**
119	71					
	Admin	$1,252.44	$1,252.44	$1,252.44	$1,252.44	$5,009.76
	Sinking	$314.96	$314.96	$314.96	$314.96	$1,259.84
	Owner Total	**$1,567.40**	**$1,567.40**	**$1,567.40**	**$1,567.40**	**$6,269.60**
73	74, 79					
	Admin	$768.29	$768.29	$768.29	$768.29	$3,073.16
	Sinking	$193.21	$193.21	$193.21	$193.21	$772.84
	Owner Total	**$961.50**	**$961.50**	**$961.50**	**$961.50**	**$3,846.00**
88	75, 78					
	Admin	$926.19	$926.19	$926.19	$926.19	$3,704.76
	Sinking	$232.91	$232.91	$232.91	$232.91	$931.64
	Owner Total	**$1,159.10**	**$1,159.10**	**$1,159.10**	**$1,159.10**	**$4,636.40**
113	82					
	Admin	$1,189.27	$1,189.27	$1,189.27	$1,189.27	$4,757.08
	Sinking	$299.08	$299.08	$299.08	$299.08	$1,196.32
	Owner Total	**$1,488.35**	**$1,488.35**	**$1,488.35**	**$1,488.35**	**$5,953.40**
61	83, 110					
	Admin	$642.00	$642.00	$642.00	$642.00	$2,568.00
	Sinking	$161.45	$161.45	$161.45	$161.45	$645.80
	Owner Total	**$803.45**	**$803.45**	**$803.45**	**$803.45**	**$3,213.80**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
104	84, 90					
	Admin	$1,094.59	$1,094.59	$1,094.59	$1,094.59	$4,378.36
	Sinking	$275.26	$275.26	$275.26	$275.26	$1,101.04
	Owner Total	**$1,369.85**	**$1,369.85**	**$1,369.85**	**$1,369.85**	**$5,479.40**
140	87					
	Admin	$1,473.46	$1,473.46	$1,473.46	$1,473.46	$5,893.84
	Sinking	$370.54	$370.54	$370.54	$370.54	$1,482.16
	Owner Total	**$1,844.00**	**$1,844.00**	**$1,844.00**	**$1,844.00**	**$7,376.00**
121	88					
	Admin	$1,273.50	$1,273.50	$1,273.50	$1,273.50	$5,094.00
	Sinking	$320.25	$320.25	$320.25	$320.25	$1,281.00
	Owner Total	**$1,593.75**	**$1,593.75**	**$1,593.75**	**$1,593.75**	**$6,375.00**
75	91, 96					
	Admin	$789.35	$789.35	$789.35	$789.35	$3,157.40
	Sinking	$198.50	$198.50	$198.50	$198.50	$794.00
	Owner Total	**$987.85**	**$987.85**	**$987.85**	**$987.85**	**$3,951.40**
90	92, 95					
	Admin	$947.20	$947.20	$947.20	$947.20	$3,788.80
	Sinking	$238.20	$238.20	$238.20	$238.20	$952.80
	Owner Total	**$1,185.40**	**$1,185.40**	**$1,185.40**	**$1,185.40**	**$4,741.60**
105	97					
	Admin	$1,105.10	$1,105.10	$1,105.10	$1,105.10	$4,420.40
	Sinking	$277.90	$277.90	$277.90	$277.90	$1,111.60
	Owner Total	**$1,383.00**	**$1,383.00**	**$1,383.00**	**$1,383.00**	**$5,532.00**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
115	99					
	Admin	$1,210.33	$1,210.33	$1,210.33	$1,210.33	$4,841.32
	Sinking	$304.37	$304.37	$304.37	$304.37	$1,217.48
	Owner Total	**$1,514.70**	**$1,514.70**	**$1,514.70**	**$1,514.70**	**$6,058.80**
63	100					
	Admin	$663.06	$663.06	$663.06	$663.06	$2,652.24
	Sinking	$166.74	$166.74	$166.74	$166.74	$666.96
	Owner Total	**$829.80**	**$829.80**	**$829.80**	**$829.80**	**$3,319.20**
106	101					
	Admin	$1,115.60	$1,115.60	$1,115.60	$1,115.60	$4,462.40
	Sinking	$280.55	$280.55	$280.55	$280.55	$1,122.20
	Owner Total	**$1,396.15**	**$1,396.15**	**$1,396.15**	**$1,396.15**	**$5,584.60**
74	102					
	Admin	$778.84	$778.84	$778.84	$778.84	$3,115.36
	Sinking	$195.86	$195.86	$195.86	$195.86	$783.44
	Owner Total	**$974.70**	**$974.70**	**$974.70**	**$974.70**	**$3,898.80**
163	103					
	Admin	$1,715.54	$1,715.54	$1,715.54	$1,715.54	$6,862.16
	Sinking	$431.41	$431.41	$431.41	$431.41	$1,725.64
	Owner Total	**$2,146.95**	**$2,146.95**	**$2,146.95**	**$2,146.95**	**$8,587.80**
499	104					
	Admin	$5,251.84	$5,251.84	$5,251.84	$5,251.84	$21,007.36
	Sinking	$1,320.71	$1,320.71	$1,320.71	$1,320.71	$5,282.84
	Owner Total	**$6,572.55**	**$6,572.55**	**$6,572.55**	**$6,572.55**	**$26,290.20**

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Owner Summary (30/09/2025-29/09/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 15/01/2026	2nd Instalment 15/03/2026	3rd Instalment 15/06/2026	4th Instalment 15/09/2026	TOTAL (30/09/2025-29/09/2026)
188	105					
	Admin	$1,978.67	$1,978.67	$1,978.67	$1,978.67	$7,914.68
	Sinking	$497.58	$497.58	$497.58	$497.58	$1,990.32
	Owner Total	**$2,476.25**	**$2,476.25**	**$2,476.25**	**$2,476.25**	**$9,905.00**
150	106					
	Admin	$1,578.69	$1,578.69	$1,578.69	$1,578.69	$6,314.76
	Sinking	$397.01	$397.01	$397.01	$397.01	$1,588.04
	Owner Total	**$1,975.70**	**$1,975.70**	**$1,975.70**	**$1,975.70**	**$7,902.80**
43	108					
	Admin	$452.54	$452.54	$452.54	$452.54	$1,810.16
	Sinking	$113.81	$113.81	$113.81	$113.81	$455.24
	Owner Total	**$566.35**	**$566.35**	**$566.35**	**$566.35**	**$2,265.40**

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Contribution Summary (30/09/2025-29/09/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 18, 35, 42, 43, 107	Contribution Schedule	65	$2,736.44	$688.16	$0.00
	Owner Total		**$2,736.44**	**$688.16**	**$3,424.60**
2	Contribution Schedule	127	$5,346.48	$1,344.52	$0.00
	Owner Total		**$5,346.48**	**$1,344.52**	**$6,691.00**
3	Contribution Schedule	107	$4,504.60	$1,132.80	$0.00
	Owner Total		**$4,504.60**	**$1,132.80**	**$5,637.40**
4, 24, 27, 41, 44	Contribution Schedule	85	$3,578.32	$899.88	$0.00
	Owner Total		**$3,578.32**	**$899.88**	**$4,478.20**
5, 12	Contribution Schedule	95	$3,999.44	$1,005.76	$0.00
	Owner Total		**$3,999.44**	**$1,005.76**	**$5,005.20**
6, 34, 81, 93, 94	Contribution Schedule	69	$2,904.92	$730.48	$0.00
	Owner Total		**$2,904.92**	**$730.48**	**$3,635.40**
7, 10	Contribution Schedule	84	$3,536.32	$889.28	$0.00
	Owner Total		**$3,536.32**	**$889.28**	**$4,425.60**
8, 25, 26	Contribution Schedule	64	$2,694.24	$677.56	$0.00
	Owner Total		**$2,694.24**	**$677.56**	**$3,371.80**
9	Contribution Schedule	58	$2,441.76	$614.04	$0.00
	Owner Total		**$2,441.76**	**$614.04**	**$3,055.80**
11, 17, 52, 64, 69, 76, 77	Contribution Schedule	68	$2,862.68	$719.92	$0.00
	Owner Total		**$2,862.68**	**$719.92**	**$3,582.60**
13, 47	Contribution Schedule	67	$2,820.68	$709.32	$0.00
	Owner Total		**$2,820.68**	**$709.32**	**$3,530.00**
14, 73	Contribution Schedule	102	$4,294.16	$1,079.84	$0.00
	Owner Total		**$4,294.16**	**$1,079.84**	**$5,374.00**

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Contribution Summary (30/09/2025-29/09/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
15	Contribution Schedule	56	$2,357.52	$592.88	$0.00
	Owner Total		**$2,357.52**	**$592.88**	**$2,950.40**
16	Contribution Schedule	93	$3,915.24	$984.56	$0.00
	Owner Total		**$3,915.24**	**$984.56**	**$4,899.80**
19	Contribution Schedule	129	$5,430.68	$1,365.72	$0.00
	Owner Total		**$5,430.68**	**$1,365.72**	**$6,796.40**
20, 89	Contribution Schedule	108	$4,546.64	$1,143.36	$0.00
	Owner Total		**$4,546.64**	**$1,143.36**	**$5,690.00**
21, 22	Contribution Schedule	96	$4,041.48	$1,016.32	$0.00
	Owner Total		**$4,041.48**	**$1,016.32**	**$5,057.80**
23, 28, 51, 86	Contribution Schedule	70	$2,946.92	$741.08	$0.00
	Owner Total		**$2,946.92**	**$741.08**	**$3,688.00**
29, 50	Contribution Schedule	97	$4,083.68	$1,026.92	$0.00
	Owner Total		**$4,083.68**	**$1,026.92**	**$5,110.60**
30, 59, 60	Contribution Schedule	66	$2,778.48	$698.72	$0.00
	Owner Total		**$2,778.48**	**$698.72**	**$3,477.20**
31, 80	Contribution Schedule	103	$4,336.16	$1,090.44	$0.00
	Owner Total		**$4,336.16**	**$1,090.44**	**$5,426.60**
32	Contribution Schedule	57	$2,399.56	$603.44	$0.00
	Owner Total		**$2,399.56**	**$603.44**	**$3,003.00**
33	Contribution Schedule	94	$3,957.24	$995.16	$0.00
	Owner Total		**$3,957.24**	**$995.16**	**$4,952.40**
36	Contribution Schedule	131	$5,514.92	$1,386.88	$0.00
	Owner Total		**$5,514.92**	**$1,386.88**	**$6,901.80**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (30/09/2025-29/09/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
37, 48	Contribution Schedule	109	$4,588.84	$1,153.96	$0.00
	Owner Total		**$4,588.84**	**$1,153.96**	**$5,742.80**
38, 39	Contribution Schedule	98	$4,125.68	$1,037.52	$0.00
	Owner Total		**$4,125.68**	**$1,037.52**	**$5,163.20**
40, 45, 68, 98	Contribution Schedule	71	$2,988.92	$751.68	$0.00
	Owner Total		**$2,988.92**	**$751.68**	**$3,740.60**
46, 67	Contribution Schedule	99	$4,167.72	$1,048.08	$0.00
	Owner Total		**$4,167.72**	**$1,048.08**	**$5,215.80**
49, 109	Contribution Schedule	59	$2,483.76	$624.64	$0.00
	Owner Total		**$2,483.76**	**$624.64**	**$3,108.40**
53	Contribution Schedule	133	$5,599.16	$1,408.04	$0.00
	Owner Total		**$5,599.16**	**$1,408.04**	**$7,007.20**
54, 65	Contribution Schedule	111	$4,672.88	$1,175.12	$0.00
	Owner Total		**$4,672.88**	**$1,175.12**	**$5,848.00**
55, 63, 72	Contribution Schedule	101	$4,251.92	$1,069.28	$0.00
	Owner Total		**$4,251.92**	**$1,069.28**	**$5,321.20**
56	Contribution Schedule	100	$4,209.92	$1,058.68	$0.00
	Owner Total		**$4,209.92**	**$1,058.68**	**$5,268.60**
57, 62, 85	Contribution Schedule	72	$3,031.16	$762.24	$0.00
	Owner Total		**$3,031.16**	**$762.24**	**$3,793.40**
58, 61	Contribution Schedule	86	$3,620.52	$910.48	$0.00
	Owner Total		**$3,620.52**	**$910.48**	**$4,531.00**
66	Contribution Schedule	60	$2,526.00	$635.20	$0.00
	Owner Total		**$2,526.00**	**$635.20**	**$3,161.20**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (30/09/2025-29/09/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
70	Contribution Schedule	137	$5,767.60	$1,450.40	$0.00
	Owner Total		**$5,767.60**	**$1,450.40**	**$7,218.00**
71	Contribution Schedule	119	$5,009.76	$1,259.84	$0.00
	Owner Total		**$5,009.76**	**$1,259.84**	**$6,269.60**
74, 79	Contribution Schedule	73	$3,073.16	$772.84	$0.00
	Owner Total		**$3,073.16**	**$772.84**	**$3,846.00**
75, 78	Contribution Schedule	88	$3,704.76	$931.64	$0.00
	Owner Total		**$3,704.76**	**$931.64**	**$4,636.40**
82	Contribution Schedule	113	$4,757.08	$1,196.32	$0.00
	Owner Total		**$4,757.08**	**$1,196.32**	**$5,953.40**
83, 110	Contribution Schedule	61	$2,568.00	$645.80	$0.00
	Owner Total		**$2,568.00**	**$645.80**	**$3,213.80**
84, 90	Contribution Schedule	104	$4,378.36	$1,101.04	$0.00
	Owner Total		**$4,378.36**	**$1,101.04**	**$5,479.40**
87	Contribution Schedule	140	$5,893.84	$1,482.16	$0.00
	Owner Total		**$5,893.84**	**$1,482.16**	**$7,376.00**
88	Contribution Schedule	121	$5,094.00	$1,281.00	$0.00
	Owner Total		**$5,094.00**	**$1,281.00**	**$6,375.00**
91, 96	Contribution Schedule	75	$3,157.40	$794.00	$0.00
	Owner Total		**$3,157.40**	**$794.00**	**$3,951.40**
92, 95	Contribution Schedule	90	$3,788.80	$952.80	$0.00
	Owner Total		**$3,788.80**	**$952.80**	**$4,741.60**
97	Contribution Schedule	105	$4,420.40	$1,111.60	$0.00
	Owner Total		**$4,420.40**	**$1,111.60**	**$5,532.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (30/09/2025-29/09/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
99	Contribution Schedule	115	$4,841.32	$1,217.48	$0.00
	Owner Total		**$4,841.32**	**$1,217.48**	**$6,058.80**
100	Contribution Schedule	63	$2,652.24	$666.96	$0.00
	Owner Total		**$2,652.24**	**$666.96**	**$3,319.20**
101	Contribution Schedule	106	$4,462.40	$1,122.20	$0.00
	Owner Total		**$4,462.40**	**$1,122.20**	**$5,584.60**
102	Contribution Schedule	74	$3,115.36	$783.44	$0.00
	Owner Total		**$3,115.36**	**$783.44**	**$3,898.80**
103	Contribution Schedule	163	$6,862.16	$1,725.64	$0.00
	Owner Total		**$6,862.16**	**$1,725.64**	**$8,587.80**
104	Contribution Schedule	499	$21,007.36	$5,282.84	$0.00
	Owner Total		**$21,007.36**	**$5,282.84**	**$26,290.20**
105	Contribution Schedule	188	$7,914.68	$1,990.32	$0.00
	Owner Total		**$7,914.68**	**$1,990.32**	**$9,905.00**
106	Contribution Schedule	150	$6,314.76	$1,588.04	$0.00
	Owner Total		**$6,314.76**	**$1,588.04**	**$7,902.80**
108	Contribution Schedule	43	$1,810.16	$455.24	$0.00
	Owner Total		**$1,810.16**	**$455.24**	**$2,265.40**
	Overall Total		**$420,987.44**	**$105,868.36**	**$526,855.80**

Schedule	UOE
Contribution Schedule	10000

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

MINUTES OF THE GENERAL MEETING
OF THE BUILDING MANAGEMENT COMMITTEE (BMC) OF DP12155
DKSN BMC
Challis Street 19, DICKSON, ACT, 2602

VENUE: Microsoft Teams

DATE: 4th December 2025

TIME: 12:00 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Member Name
1	Owner - S Wade on behalf of Crown Lessee Commercial	Crown Lessee Commercial
2	Owner - S Wade on behalf of Crown Lessee Childcare	Crown Lessee Childcare
3	Owner - B Petersen on behalf of The Owners of UP12812	The Owners of UP12812

APOLOGIES:

Lot number	Name
3	T Park on behalf of The Owners of UP12812

PROXIES: Nil

ABSENTEE VOTES: Nil

ADDITIONAL ATTENDEES:

Name	Description
G Edwards	Vantage Strata
T Brissett	Vantage Strata

QUORUM: A quorum was present.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Unanimous resolution

*It was **resolved** that B Petersen on behalf of Lot 3 be appointed as the chairperson of the meeting.*

Apology from T Park on behalf of Lot 3 acknowledged, with no proxies or absentee votes applicable.

NO DISSENT NOTED.

MOTION CARRIED

2. ADOPTION OF MINUTES

Unanimous resolution

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

NO DISSENT NOTED.

MOTION CARRIED

3. BMC - INSURANCE (ACT)

Unanimous resolution

*It was **resolved** that the Building Management Committee, by Unanimous resolution, renew the existing insurance policy and:*

a) obtain quotations,

b) give consideration to premium funding the policy if necessary,

c) to place and/or renew the insurance policy on terms that the BMC considers appropriate and in accordance with the BMS,

d) obtain an Insurance Valuation Report from a qualified contractor as necessary.

NO DISSENT NOTED.

MOTION CARRIED

4. BMC - INSURANCE CLAIMS (New or Outstanding)

The meeting acknowledged an on-going insurance claim applicable to Lot 3 (The Owners of UP12812) relating to a boom lift incident from June 2024. Vantage Strata advised the meeting recovery of the insurance excess is being pursued with updates to be relayed.

5. BMC - AUDITED FINANCIALS (Adoption) ACT

Unanimous resolution

It was **resolved** t*hat the Building Management Committee adopt the audited financials and audit report for the financial period ended 30/09/2025, a copy of which is attached.*

NO DISSENT NOTED.

MOTION CARRIED

6. BMC - AUDITED FINANCIALS (ACT)

Unanimous resolution

*It was **resolved** that upon conclusion of the current financial year, the Building Management Committee authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next General Meeting for adoption.*

NO DISSENT NOTED.

MOTION CARRIED

7. ADMIN FUND EXPENDITURE BUDGET

Unanimous resolution

*It was **resolved** that the Administration Fund expenditure budget of $438,570.00 including GST for the period 01/10/2025 to 30/09/2026 be adopted.*

NO DISSENT NOTED.

MOTION CARRIED

8. ADMIN FUND CONTRIBUTION

Unanimous resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $438,570.00 including GST, to be contributed by Members in accordance with their apportionment of costs and payable by 4 instalments due on 27/12/2025, 28/02/2026, 29/05/2026 and 29/08/2026.*

NO DISSENT NOTED.

MOTION CARRIED

9. CAPITAL WORKS EXPENDITURE BUDGET

Unanimous resolution

*It was **resolved** that the Sinking Fund expenditure budget of $8,297.00 including GST, for the period 01/10/2025 to 30/09/2026 be adopted.*

NO DISSENT NOTED.

MOTION CARRIED

10. CAPITAL WORKS CONTRIBUTION

Unanimous resolution

*It was **resolved** that a contribution of $45,486.10 including GST, as per the Capital Works Forecast Report be determined to the Capital Works fund for the period 01/10/2025 to 30/09/2026 to be contributed by Members in accordance with their apportionment of costs and payable by 4 instalments due on 27/12/2025, 28/02/2026, 29/05/2026 and 29/08/2026.*

NO DISSENT NOTED.

MOTION CARRIED

11. BMC - MAINTENANCE ISSUES

The meeting acknowledged no on-going maintenance matters with Vantage Strata informing representatives of water ingress identified in B1. It was noted the matter has been referred to Colliers, as the BMC Facility Managers.

12. BMC - DEFECTS

Nil raised.

13. BMC - FIRE SAFETY REVIEW

The meeting acknowledged the fire safety review.

14. BMC - DELEGATIONS AND APPOINTMENTS

The meeting acknowledged the delegations and appointments in line with the Building Management Statement.

15. BMC - CONTRACTS AND SERVICE AGREEMENTS

Unanimous resolution

*It was **resolved** that the Building Management Committee review any management or other contracts/service agreements that become due for renewal before the next General Meeting and execute contracts/agreements as required.*

NO DISSENT NOTED.

MOTION CARRIED

16. ELECTION OF REPRESENTATIVES/SUB REPRESENTATIVES

Unanimous resolution

*It was **resolved** that the Building Management Committee agree to elect the following representatives and sub-representatives of:*

Lot 1, Crown Lessee Commercial
Lot 2, Crown Lessee Childcare
Lot 3, Units Plan 12812

NO DISSENT NOTED.

MOTION CARRIED

Secretarial Note: The meeting agreed to pass the motion and elect representatives/sub representatives at later meetings.

17. BMC - GENERAL BUSINESS

Public Lift Access:

Vantage flagged security concerns with the public lift being operational 24/7. It was noted that any person can use this lift to access the basement areas and ultimately access the private levels. Noting the concern this poses, it was agreed to approach Schindler Lifts and Colliers for their advice on how to secure the lift without hindering rightful access.

Safety/Parking:

B Petersen flagged continued concern over random vehicles parking along the shared laneway and noted these vehicles remain parked for significant periods of time. S Wade informed the meeting Wilson Parking are in agreement to monitor the area and issue fines accordingly. Both B Petersen and Vantage Strata confirmed this is not occurring, with S Wade advising Wilson will be contacted accordingly.

B1 Flooding:

B Petersen sought to assistance of S Wade to obtain CCTV evidence regarding a vehicle who damaged a sprinkler fitting and caused flooding in July 2025. The meeting acknowledged this can be requested, though concerns were held over the ability to retain evidence noting the time period.

18. MEETING CLOSURE

With no further business, the meeting closed at 12:26pm.

Vantage Strata Pty Ltd
Approved Budget for Unit Title DP12155

DKSN BMC, 19 Challis Street DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Administrative Fund	Approved Budget (30/09/2025-29/09/2026)	Current Actual (30/09/2024-29/09/2025)	Current Budget (30/09/2024-29/09/2025)
Expense			
Accounting Fees	$1,300.00	*$1,280.00*	*$0.00*
Audit Fees	$1,900.00	*$1,730.00*	*$1,720.00*
BAS & Tax Preparation (I)	$0.00	*$0.00*	*$1,280.00*
Bank Fees & Charges	$0.00	*$(0.13)*	*$0.00*
Banking, Software & Infrastructure	$0.00	*$400.08*	*$400.00*
Building Management Portal (I)	$0.00	*$0.00*	*$24.00*
BuildingLink	$0.00	*$24.00*	*$0.00*
Cleaning - Contract	$13,000.00	*$10,855.65*	*$12,300.00*
Electricity Usage	$110,000.00	*$95,416.01*	*$95,000.00*
Facilities Management Services	$25,000.00	*$21,866.49*	*$22,977.00*
Fire - Monitoring	$2,000.00	*$1,613.70*	*$0.00*
Fire Control System	$14,500.00	*$3,695.10*	*$8,000.00*
Fire Control System - Building D	$0.00	*$0.00*	*$6,000.00*
Fire Services R&M and Replacement	$0.00	*$6,060.00*	*$0.00*
Insurance Premium	$145,000.00	*$125,633.64*	*$138,197.00*
Lifts - Maintenance Contract	$5,500.00	*$4,627.24*	*$7,500.00*
Lifts - Repairs & Maintenance	$1,500.00	*$0.00*	*$0.00*
Management Fees - Strata Management	$26,000.00	*$24,734.05*	*$23,602.50*
R&M - Buildings	$2,000.00	*$0.00*	*$0.00*
R&M - Car Park Accessway Easement (I)	$0.00	*$0.00*	*$9,000.00*
R&M - Electrical	$0.00	*$(689.00)*	*$0.00*
R&M - Electrical Infrastructure (I)	$0.00	*$0.00*	*$7,500.00*
R&M - Garage, Car Park, Stackers & Visitor Parking	$40,000.00	*$699.50*	*$1,500.00*
R&M - General	$5,000.00	*$0.00*	*$3,500.00*
R&M - Pest Control	$3,000.00	*$0.00*	*$3,000.00*
R&M - Planned Preventative Maintenance Contract	$0.00	*$1,675.00*	*$0.00*
R&M - Plumbing	$3,000.00	*$0.00*	*$3,000.00*
TOTAL ADMIN FUND	**$398,700.00**	*$299,621.33*	*$344,500.50*
ADD: ADMIN GST	**$39,870.00**		*$34,450.05*
TOTAL ADMIN BUDGET	**$438,570.00**		*$378,950.55*

Sinking Fund

	Approved Budget (30/09/2025-29/09/2026)	Current Actual (30/09/2024-29/09/2025)	Current Budget (30/09/2024-29/09/2025)
Expense			
Capital Works Contribution	$41,351.00	*$0.00*	*$39,382.00*
TOTAL SINKING FUND	**$41,351.00**	*$0.00*	*$39,382.00*
ADD: SINKING GST	**$4,135.10**		*$3,938.20*
TOTAL SINKING BUDGET	**$45,486.10**		*$43,320.20*

Vantage Strata Pty Ltd
Approved Budget for Unit Title DP12155

DKSN BMC, 19 Challis Street DICKSON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Instalments (30/09/2025-29/09/2026) - Contribution Schedule

						Lot 1			Lot 2			Lot 3		
			Admin	**Sinking**	**Total**	**Admin**	**Sinking**	**Total**	**Admin**	**Sinking**	**Total**	**Admin**	**Sinking**	**Total**
Total Expenditure			$398,700.00	$41,351.00	**$440,051.00**	$250,069.00	$25,145.54	**$275,214.54**	$19,752.00	$2,224.68	**$21,976.68**	$128,879.00	$13,980.77	**$142,859.77**
Surplus/Shortfall			$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**
Subtotal			$398,700.00	$41,351.00	**$440,051.00**	$250,069.00	$25,145.54	**$275,214.54**	$19,752.00	$2,224.68	**$21,976.68**	$128,879.00	$13,980.77	**$142,859.77**
Discount			$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00	**$0.00**
GST			$39,870.00	$4,135.10	**$44,005.10**	$25,006.90	$2,514.55	**$27,521.45**	$1,975.20	$222.47	**$2,197.67**	$12,887.90	$1,398.08	**$14,285.98**
Amount to Collect			$438,570.00	$45,486.10	**$484,056.10**	$275,075.90	$27,660.10	**$302,736.00**	$21,727.20	$2,447.15	**$24,174.35**	$141,766.90	$15,378.85	**$157,145.75**
Instalment	**Due Date**	**Levy Period**												
Instalment 1	27/12/2025	30/09/2025 - 29/12/2025	$109,642.50	$11,371.53	**$121,014.03**	$68,768.98	$6,915.02	**$75,684.00**	$5,431.80	$611.79	**$6,043.59**	$35,441.73	$3,844.71	**$39,286.44**
Instalment 2	28/02/2026	30/12/2025 - 29/03/2026	$109,642.50	$11,371.53	**$121,014.03**	$68,768.98	$6,915.02	**$75,684.00**	$5,431.80	$611.79	**$6,043.59**	$35,441.73	$3,844.71	**$39,286.44**
Instalment 3	29/05/2026	30/03/2026 - 29/06/2026	$109,642.50	$11,371.53	**$121,014.03**	$68,768.98	$6,915.02	**$75,684.00**	$5,431.80	$611.79	**$6,043.59**	$35,441.73	$3,844.71	**$39,286.44**
Instalment 4	29/08/2026	30/06/2026 - 29/09/2026	$109,642.50	$11,371.53	**$121,014.03**	$68,768.98	$6,915.02	**$75,684.00**	$5,431.80	$611.79	**$6,043.59**	$35,441.73	$3,844.71	**$39,286.44**

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 1

Account Name	Financial Year End 30/09/2025		Cost Share %			Alloc Method	Notes
	Budget	Actual	Lot 1	Lot 2	Lot 3		
Administrative							
Income							
Interest	$0.00	$345.13	0.00%	0.00%	0.00%		
Levy Income	$344,500.50	$344,500.36	62.72%	4.95%	32.33%		
Expense							
Accounting Fees	$0.00	$1,280.00	57.00%	6.00%	37.00%	1	
Audit Fees	$1,720.00	$1,730.00	57.00%	6.00%	37.00%	1	
BAS & Tax Preparation (I)	$1,280.00	$0.00	57.00%	6.00%	37.00%	1	
Bank Fees & Charges	$0.00	$-0.13	0.00%	0.00%	0.00%		
Banking, Software & Infrastructure	$400.00	$400.08	57.00%	6.00%	37.00%	1	
Building Management Portal (I)	$24.00	$0.00	57.00%	6.00%	37.00%	1	
BuildingLink	$0.00	$24.00	0.00%	0.00%	0.00%		
Cleaning - Contract	$12,300.00	$10,855.65	57.00%	6.00%	37.00%	1	
Consultants - BMC (I)	$0.00	$0.00	57.00%	6.00%	37.00%	1	
Electricity Usage	$95,000.00	$95,416.01	57.00%	6.00%	37.00%	1	
Facilities Management Services	$22,977.00	$21,866.49	57.00%	6.00%	37.00%	1	
Fire - Monitoring	$0.00	$1,613.70	0.00%	14.00%	86.00%	2	
Fire Control System	$8,000.00	$3,695.10	57.00%	6.00%	37.00%	1	
Fire Control System - Building D	$6,000.00	$0.00	0.00%	14.00%	86.00%	2	
Fire Services R&M and Replacement	$0.00	$6,060.00	0.00%	0.00%	0.00%		
Insurance Premium	$138,197.00	$125,633.64	70.00%	3.00%	27.00%	4	
Interest Paid	$0.00	$0.00	0.00%	0.00%	0.00%		
Legal Fees Arrears Recoveries	$0.00	$0.00	57.00%	6.00%	37.00%	1	
Lifts - Maintenance Contract	$7,500.00	$4,627.24	80.00%	20.00%	0.00%	6	
Lifts - Repairs & Maintenance	$0.00	$0.00	80.00%	20.00%	0.00%	6	
Management Fees - Strata Management	$23,602.50	$24,734.05	57.00%	6.00%	37.00%	1	
R&M - Buildings	$0.00	$0.00	57.00%	6.00%	37.00%	1	
R&M - Car Park Accessway Easement (I)	$9,000.00	$0.00	37.00%	7.00%	56.00%	8	

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 1

Account Name	Financial Year End 30/09/2025		Cost Share %			Alloc Method	Notes
	Budget	Actual	Lot 1	Lot 2	Lot 3		
R&M - Car Park Lighting (I)	$0.00	$0.00	70.00%	3.00%	27.00%	3	
R&M - Electrical	$0.00	$-689.00	0.00%	0.00%	0.00%		
R&M - Electrical Infrastructure (I)	$7,500.00	$0.00	57.00%	6.00%	37.00%	1	
R&M - Garage, Car Park, Stackers & Visitor Parking	$1,500.00	$699.50	70.00%	3.00%	27.00%		
R&M - General	$3,500.00	$0.00	57.00%	6.00%	37.00%	1	
R&M - Pest Control	$3,000.00	$0.00	57.00%	6.00%	37.00%	1	
R&M - Planned Preventative Maintenance Contract	$0.00	$1,675.00	0.00%	0.00%	0.00%		
R&M - Plumbing	$3,000.00	$0.00	0.00%	14.00%	86.00%	2	
Total Administrative	**$344,500.50**	**$299,621.33**					
Sinking							
Income							
Interest	$0.00	$114.46	0.00%	0.00%	0.00%		
Levy Income	$39,382.00	$39,382.00	62.72%	4.95%	32.33%		
Expense							
Capital Works Contribution	$39,382.00	$0.00	60.81%	5.38%	33.81%		
Total Sinking	**$39,382.00**	**$0.00**					
Schedule Total	**$383,882.50**	**$299,621.33**					

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 2

Account Name	Financial Year End 30/09/2025		Budget vs Actual Cost to 30/09/2025								
			Lot 1			Lot 2			Lot 3		
	Budget	Actual	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
Administrative											
Income											
Interest	$0.00	$345.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Levy Income	$344,500.50	$344,500.36	$216,070.71	$216,070.63	$0.09	$17,052.77	$17,052.77	$0.01	$111,377.01	$111,376.97	$0.05
Expense											
Accounting Fees	$0.00	$1,280.00	$0.00	$729.60	-$729.60	$0.00	$76.80	-$76.80	$0.00	$473.60	-$473.60
Audit Fees	$1,720.00	$1,730.00	$980.40	$986.10	-$5.70	$103.20	$103.80	-$0.60	$636.40	$640.10	-$3.70
BAS & Tax Preparation (I)	$1,280.00	$0.00	$729.60	$0.00	$729.60	$76.80	$0.00	$76.80	$473.60	$0.00	$473.60
Bank Fees & Charges	$0.00	$-0.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Banking, Software & Infrastructure	$400.00	$400.08	$228.00	$228.05	-$0.05	$24.00	$24.00	-$0.00	$148.00	$148.03	-$0.03
Building Management Portal (I)	$24.00	$0.00	$13.68	$0.00	$13.68	$1.44	$0.00	$1.44	$8.88	$0.00	$8.88
BuildingLink	$0.00	$24.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cleaning - Contract	$12,300.00	$10,855.65	$7,011.00	$6,187.72	$823.28	$738.00	$651.34	$86.66	$4,551.00	$4,016.59	$534.41
Consultants - BMC (I)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Electricity Usage	$95,000.00	$95,416.01	$54,150.00	$54,387.13	-$237.13	$5,700.00	$5,724.96	-$24.96	$35,150.00	$35,303.92	-$153.92
Facilities Management Services	$22,977.00	$21,866.49	$13,096.89	$12,463.90	$632.99	$1,378.62	$1,311.99	$66.63	$8,501.49	$8,090.60	$410.89
Fire - Monitoring	$0.00	$1,613.70	$0.00	$0.00	$0.00	$0.00	$225.92	-$225.92	$0.00	$1,387.78	-$1,387.78
Fire Control System	$8,000.00	$3,695.10	$4,560.00	$2,106.21	$2,453.79	$480.00	$221.71	$258.29	$2,960.00	$1,367.19	$1,592.81
Fire Control System - Building D	$6,000.00	$0.00	$0.00	$0.00	$0.00	$840.00	$0.00	$840.00	$5,160.00	$0.00	$5,160.00
Fire Services R&M and Replacement	$0.00	$6,060.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Insurance Premium	$138,197.00	$125,633.64	$96,737.90	$87,943.55	$8,794.35	$4,145.91	$3,769.01	$376.90	$37,313.19	$33,921.08	$3,392.11
Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Legal Fees Arrears Recoveries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lifts - Maintenance Contract	$7,500.00	$4,627.24	$6,000.00	$3,701.79	$2,298.21	$1,500.00	$925.45	$574.55	$0.00	$0.00	$0.00
Lifts - Repairs & Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Management Fees - Strata Management	$23,602.50	$24,734.05	$13,453.43	$14,098.41	-$644.98	$1,416.15	$1,484.04	-$67.89	$8,732.93	$9,151.60	-$418.67
R&M - Buildings	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 2

Account Name	Financial Year End 30/09/2025		Budget vs Actual Cost to 30/09/2025								
			Lot 1			Lot 2			Lot 3		
	Budget	Actual	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
R&M - Car Park Accessway Easement (I)	$9,000.00	$0.00	$3,330.00	$0.00	$3,330.00	$630.00	$0.00	$630.00	$5,040.00	$0.00	$5,040.00
R&M - Car Park Lighting (I)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R&M - Electrical	$0.00	$-689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R&M - Electrical Infrastructure (I)	$7,500.00	$0.00	$4,275.00	$0.00	$4,275.00	$450.00	$0.00	$450.00	$2,775.00	$0.00	$2,775.00
R&M - Garage, Car Park, Stackers & Visitor Parking	$1,500.00	$699.50	$1,050.00	$489.65	$560.35	$45.00	$20.99	$24.02	$405.00	$188.87	$216.14
R&M - General	$3,500.00	$0.00	$1,995.00	$0.00	$1,995.00	$210.00	$0.00	$210.00	$1,295.00	$0.00	$1,295.00
R&M - Pest Control	$3,000.00	$0.00	$1,710.00	$0.00	$1,710.00	$180.00	$0.00	$180.00	$1,110.00	$0.00	$1,110.00
R&M - Planned Preventative Maintenance Contract	$0.00	$1,675.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R&M - Plumbing	$3,000.00	$0.00	$0.00	$0.00	$0.00	$420.00	$0.00	$420.00	$2,580.00	$0.00	$2,580.00
Total Administrative	**$344,500.50**	**$299,621.33**	**$209,320.90**	**$183,322.10**	**$25,998.80**	**$18,339.12**	**$14,540.00**	**$3,799.12**	**$116,840.49**	**$94,689.36**	**$22,151.12**
Sinking											
Income											
Interest	$0.00	$114.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Levy Income	$39,382.00	$39,382.00	$24,700.39	$24,700.39	$0.00	$1,949.41	$1,949.41	$0.00	$12,732.20	$12,732.20	$0.00
Expense											
Capital Works Contribution	$39,382.00	$0.00	$23,948.19	$0.00	$23,948.19	$2,118.75	$0.00	$2,118.75	$13,315.05	$0.00	$13,315.05
Total Sinking	**$39,382.00**	**$0.00**	**$23,948.19**	**$0.00**	**$23,948.19**	**$2,118.75**	**$0.00**	**$2,118.75**	**$13,315.05**	**$0.00**	**$13,315.05**
Schedule Total	**$383,882.50**	**$299,621.33**	**$233,269.09**	**$183,322.10**	**$49,946.99**	**$20,457.87**	**$14,540.00**	**$5,917.87**	**$130,155.54**	**$94,689.36**	**$35,466.18**

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 3

Account Name	Financial Year End 30/09/2025		Proposed Budget (30/09/2025-29/09/2026)								
	Budget	Actual	Proposed Total	Lot 1	Lot 2	Lot 3					
Administrative											
Income											
Interest	$0.00	$345.13	$0.00	$0.00	$0.00	$0.00					
Levy Income	$344,500.50	$344,500.36	$398,700.00	$250,064.64	$19,735.65	$128,899.71					
Expense											
Accounting Fees	$0.00	$1,280.00	$1,300.00	$741.00	$78.00	$481.00					
Audit Fees	$1,720.00	$1,730.00	$1,900.00	$1,083.00	$114.00	$703.00					
BAS & Tax Preparation (I)	$1,280.00	$0.00	$0.00	$0.00	$0.00	$0.00					
Bank Fees & Charges	$0.00	-$0.13	$0.00	$0.00	$0.00	$0.00					
Banking, Software & Infrastructure	$400.00	$400.08	$0.00	$0.00	$0.00	$0.00					
Building Management Portal (I)	$24.00	$0.00	$0.00	$0.00	$0.00	$0.00					
BuildingLink	$0.00	$24.00	$0.00	$0.00	$0.00	$0.00					
Cleaning - Contract	$12,300.00	$10,855.65	$13,000.00	$7,410.00	$780.00	$4,810.00					
Consultants - BMC (I)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
Electricity Usage	$95,000.00	$95,416.01	$110,000.00	$62,700.00	$6,600.00	$40,700.00					
Facilities Management Services	$22,977.00	$21,866.49	$25,000.00	$14,250.00	$1,500.00	$9,250.00					
Fire - Monitoring	$0.00	$1,613.70	$2,000.00	$0.00	$280.00	$1,720.00					
Fire Control System	$8,000.00	$3,695.10	$14,500.00	$8,265.00	$870.00	$5,365.00					
Fire Control System - Building D	$6,000.00	$0.00	$0.00	$0.00	$0.00	$0.00					
Fire Services R&M and Replacement	$0.00	$6,060.00	$0.00	$0.00	$0.00	$0.00					
Insurance Premium	$138,197.00	$125,633.64	$145,000.00	$101,500.00	$4,350.00	$39,150.00					
Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
Legal Fees Arrears Recoveries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
Lifts - Maintenance Contract	$7,500.00	$4,627.24	$5,500.00	$4,400.00	$1,100.00	$0.00					
Lifts - Repairs & Maintenance	$0.00	$0.00	$1,500.00	$1,200.00	$300.00	$0.00					
Management Fees - Strata Management	$23,602.50	$24,734.05	$26,000.00	$14,820.00	$1,560.00	$9,620.00					
R&M - Buildings	$0.00	$0.00	$2,000.00	$1,140.00	$120.00	$740.00					

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 3

Account Name	Financial Year End 30/09/2025		Proposed Budget (30/09/2025-29/09/2026)								
	Budget	Actual	Proposed Total	Lot 1	Lot 2	Lot 3					
R&M - Car Park Accessway Easement (I)	$9,000.00	$0.00	$0.00	$0.00	$0.00	$0.00					
R&M - Car Park Lighting (I)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
R&M - Electrical	$0.00	-$689.00	$0.00	$0.00	$0.00	$0.00					
R&M - Electrical Infrastructure (I)	$7,500.00	$0.00	$0.00	$0.00	$0.00	$0.00					
R&M - Garage, Car Park, Stackers & Visitor Parking	$1,500.00	$699.50	$40,000.00	$28,000.00	$1,200.00	$10,800.00					
R&M - General	$3,500.00	$0.00	$5,000.00	$2,850.00	$300.00	$1,850.00					
R&M - Pest Control	$3,000.00	$0.00	$3,000.00	$1,710.00	$180.00	$1,110.00					
R&M - Planned Preventative Maintenance Contract	$0.00	$1,675.00	$0.00	$0.00	$0.00	$0.00					
R&M - Plumbing	$3,000.00	$0.00	$3,000.00	$0.00	$420.00	$2,580.00					
Total Administrative	**$344,500.50**	**$299,621.33**	**$398,700.00**	**$250,069.00**	**$19,752.00**	**$128,879.00**					
Sinking											
Income											
Interest	$0.00	$114.46	$0.00	$0.00	$0.00	$0.00					
Levy Income	$39,382.00	$39,382.00	$41,351.00	$25,935.35	$2,046.87	$13,368.78					
Expense											
Capital Works Contribution	$39,382.00	$0.00	$41,351.00	$25,145.54	$2,224.68	$13,980.77					
Total Sinking	**$39,382.00**	**$0.00**	**$41,351.00**	**$25,145.54**	**$2,224.68**	**$13,980.77**					
Schedule Total	**$383,882.50**	**$299,621.33**	**$440,051.00**	**$275,214.54**	**$21,976.68**	**$142,859.77**					

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 1			Method 2			Method 3		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
Administrative										
Income										
Interest	$0.00									
Levy Income	$398,700.00									
Expense										
Accounting Fees	$1,300.00	$741.00	$78.00	$481.00						
Audit Fees	$1,900.00	$1,083.00	$114.00	$703.00						
BAS & Tax Preparation (I)	$0.00	$0.00	$0.00	$0.00						
Bank Fees & Charges	$0.00									
Banking, Software & Infrastructure	$0.00	$0.00	$0.00	$0.00						
Building Management Portal (I)	$0.00	$0.00	$0.00	$0.00						
BuildingLink	$0.00									
Cleaning - Contract	$13,000.00	$7,410.00	$780.00	$4,810.00						
Consultants - BMC (I)	$0.00	$0.00	$0.00	$0.00						
Electricity Usage	$110,000.00	$62,700.00	$6,600.00	$40,700.00						
Facilities Management Services	$25,000.00	$14,250.00	$1,500.00	$9,250.00						
Fire - Monitoring	$2,000.00				$0.00	$280.00	$1,720.00			
Fire Control System	$14,500.00	$8,265.00	$870.00	$5,365.00						
Fire Control System - Building D	$0.00				$0.00	$0.00	$0.00			
Fire Services R&M and Replacement	$0.00									
Insurance Premium	$145,000.00									
Interest Paid	$0.00									
Legal Fees Arrears Recoveries	$0.00	$0.00	$0.00	$0.00						
Lifts - Maintenance Contract	$5,500.00									
Lifts - Repairs & Maintenance	$1,500.00									
Management Fees - Strata Management	$26,000.00	$14,820.00	$1,560.00	$9,620.00						
R&M - Buildings	$2,000.00	$1,140.00	$120.00	$740.00						

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 1			Method 2			Method 3		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
R&M - Car Park Accessway Easement (I)	$0.00									
R&M - Car Park Lighting (I)	$0.00							$0.00	$0.00	$0.00
R&M - Electrical	$0.00									
R&M - Electrical Infrastructure (I)	$0.00	$0.00	$0.00	$0.00						
R&M - Garage, Car Park, Stackers & Visitor Parking	$40,000.00									
R&M - General	$5,000.00	$2,850.00	$300.00	$1,850.00						
R&M - Pest Control	$3,000.00	$1,710.00	$180.00	$1,110.00						
R&M - Planned Preventative Maintenance Contract	$0.00									
R&M - Plumbing	$3,000.00				$0.00	$420.00	$2,580.00			
Total Administrative	**$398,700.00**	**$114,969.00**	**$12,102.00**	**$74,629.00**	**$0.00**	**$700.00**	**$4,300.00**	**$0.00**	**$0.00**	**$0.00**
Sinking										
Income										
Interest	$0.00									
Levy Income	$41,351.00									
Expense										
Capital Works Contribution	$41,351.00									
Total Sinking	**$41,351.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Schedule Total	**$440,051.00**	**$114,969.00**	**$12,102.00**	**$74,629.00**	**$0.00**	**$700.00**	**$4,300.00**	**$0.00**	**$0.00**	**$0.00**

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 4			Method 5			Method 6		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
Administrative										
Income										
Interest	$0.00									
Levy Income	$398,700.00									
Expense										
Accounting Fees	$1,300.00									
Audit Fees	$1,900.00									
BAS & Tax Preparation (I)	$0.00									
Bank Fees & Charges	$0.00									
Banking, Software & Infrastructure	$0.00									
Building Management Portal (I)	$0.00									
BuildingLink	$0.00									
Cleaning - Contract	$13,000.00									
Consultants - BMC (I)	$0.00									
Electricity Usage	$110,000.00									
Facilities Management Services	$25,000.00									
Fire - Monitoring	$2,000.00									
Fire Control System	$14,500.00									
Fire Control System - Building D	$0.00									
Fire Services R&M and Replacement	$0.00									
Insurance Premium	$145,000.00	$101,500.00	$4,350.00	$39,150.00						
Interest Paid	$0.00									
Legal Fees Arrears Recoveries	$0.00									
Lifts - Maintenance Contract	$5,500.00							$4,400.00	$1,100.00	$0.00
Lifts - Repairs & Maintenance	$1,500.00							$1,200.00	$300.00	$0.00
Management Fees - Strata Management	$26,000.00									
R&M - Buildings	$2,000.00									

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 4			Method 5			Method 6		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
R&M - Car Park Accessway Easement (I)	$0.00									
R&M - Car Park Lighting (I)	$0.00									
R&M - Electrical	$0.00									
R&M - Electrical Infrastructure (I)	$0.00									
R&M - Garage, Car Park, Stackers & Visitor Parking	$40,000.00									
R&M - General	$5,000.00									
R&M - Pest Control	$3,000.00									
R&M - Planned Preventative Maintenance Contract	$0.00									
R&M - Plumbing	$3,000.00									
Total Administrative	**$398,700.00**	**$101,500.00**	**$4,350.00**	**$39,150.00**	**$0.00**	**$0.00**	**$0.00**	**$5,600.00**	**$1,400.00**	**$0.00**
Sinking										
Income										
Interest	$0.00									
Levy Income	$41,351.00									
Expense										
Capital Works Contribution	$41,351.00									
Total Sinking	**$41,351.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Schedule Total	**$440,051.00**	**$101,500.00**	**$4,350.00**	**$39,150.00**	**$0.00**	**$0.00**	**$0.00**	**$5,600.00**	**$1,400.00**	**$0.00**

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 7			Method 8			Default Method		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
Administrative										
Income										
Interest	$0.00							$0.00	$0.00	$0.00
Levy Income	$398,700.00							$250,064.64	$19,735.65	$128,899.71
Expense										
Accounting Fees	$1,300.00									
Audit Fees	$1,900.00									
BAS & Tax Preparation (I)	$0.00									
Bank Fees & Charges	$0.00							$0.00	$0.00	$0.00
Banking, Software & Infrastructure	$0.00									
Building Management Portal (I)	$0.00									
BuildingLink	$0.00							$0.00	$0.00	$0.00
Cleaning - Contract	$13,000.00									
Consultants - BMC (I)	$0.00									
Electricity Usage	$110,000.00									
Facilities Management Services	$25,000.00									
Fire - Monitoring	$2,000.00									
Fire Control System	$14,500.00									
Fire Control System - Building D	$0.00									
Fire Services R&M and Replacement	$0.00							$0.00	$0.00	$0.00
Insurance Premium	$145,000.00									
Interest Paid	$0.00							$0.00	$0.00	$0.00
Legal Fees Arrears Recoveries	$0.00									
Lifts - Maintenance Contract	$5,500.00									
Lifts - Repairs & Maintenance	$1,500.00									
Management Fees - Strata Management	$26,000.00									
R&M - Buildings	$2,000.00									

Reconciliation (30/09/2025-29/09/2026) - Contribution Schedule - Section 4

Account Name	Proposed Total	Allocation Methods								
		Method 7			Method 8			Default Method		
		Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3	Lot 1	Lot 2	Lot 3
R&M - Car Park Accessway Easement (I)	$0.00				$0.00	$0.00	$0.00			
R&M - Car Park Lighting (I)	$0.00									
R&M - Electrical	$0.00							$0.00	$0.00	$0.00
R&M - Electrical Infrastructure (I)	$0.00									
R&M - Garage, Car Park, Stackers & Visitor Parking	$40,000.00							$28,000.00	$1,200.00	$10,800.00
R&M - General	$5,000.00									
R&M - Pest Control	$3,000.00									
R&M - Planned Preventative Maintenance Contract	$0.00							$0.00	$0.00	$0.00
R&M - Plumbing	$3,000.00									
Total Administrative	**$398,700.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$28,000.00**	**$1,200.00**	**$10,800.00**
Sinking										
Income										
Interest	$0.00							$0.00	$0.00	$0.00
Levy Income	$41,351.00							$25,935.35	$2,046.87	$13,368.78
Expense										
Capital Works Contribution	$41,351.00							$25,145.54	$2,224.68	$13,980.77
Total Sinking	**$41,351.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$25,145.54**	**$2,224.68**	**$13,980.77**
Schedule Total	**$440,051.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$53,145.54**	**$3,424.68**	**$24,780.77**

Notes

Contribution Schedule

SF14(A)"Fire Control System - Basement" and SF15 "Fire Stairs" have been combined in the one one budget line "Fire maintenance contract"

Cost Allocation method #7 has been created as the percentages did not match on the SMS.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNITS PLAN NO. 12812

Venue:	Online via Microsoft Teams
Date:	Wednesday 6 May 2026
Time:	3:00PM
Attendance:	B Petersen S Warwick T Park T Brissett (Vantage Strata)
Apologies:	L Palaszewski

1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST

1. Confirmation of Chairperson for the purpose of the meeting.

It was agreed for B Petersen to be Chairperson for the purpose of the meeting.

2. Conflict of Interest for the Committee and/or the agenda.

Nil declared.

3. Adoption and acknowledgement of Minutes

That the Executive Committee agrees to acknowledge the previous Minutes of the Owners Corporation, being the Annual General Meeting held 1 December 2025.

ACKNOWLEGDED

2. ELECTION OF OFFICE BEARERS

1. Motions:

a. It was *resolved* that the Executive Committee agree to appoint **B Petersen** as **Chairperson** for the 2025 financial year.

CARRIED

b. It was *resolved* that the Executive Committee agree to appoint T Park as **Treasurer** for the 2025 financial year.

CARRIED

c. It was *resolved* that the Executive Committee agree to appoint S Warwick as **Secretary** for the 2025 financial year.

CARRIED

d. It was *resolved* that the Executive Committee agree to ratify the appointment of **B Petersen** and **T Park** as UP12812 representatives to the Building Management Committee of DP12155.

CARRIED

3. VANTAGE STRATA BUSINESS

Security Upgrades and Funding.

- CCTV Quote.
  The meeting discussed the reality of proceeding with CCTV improvements and discussed, in detail, what the benefit may be for residents noting CCTV is currently installed within the property of DKSN Cape. It was ultimately agreed to not proceed with CCTV installation at this time, as the outlay of cost was not believed to match the benefit.

  It was acknowledged CCTV may be considered again in the future.

- Encryption Upgrade.
  Vantage Strata spoke to the meeting in relation to the access pass system currently being unencrypted and gave advice as to why this is a security concern for the building. Ballpark figures had been obtained by Vantage as a portfolio wide audit however, members present agreed to get a specific quote for DKSN Cape. Members present also questioned how current passes would intertwine with potential system upgrades. It was agreed to ensure all questions were factored into the quoting process.

- Basement Upgrades.
  Basement upgrades were approved prior to the meeting, with members present advising the works were yet to be undertaken and were currently two (2) weeks overdue. Vantage Strata advised urgent follow ups will occur with outstanding upgrades to be completed as a priority.

Sinking Fund Report.

Consideration to update the Sinking Fund report was largely based on including the CCTV as an urgent expense for the financial year however, with the urgent amendment no longer required due to CCTV being deferred, it was still agreed to update the report to include pending maintenance and the replacement of hot water units.

Vantage Strata also informed the committee of significant surplus available in the Sinking Fund and identified a term deposit investment could be suitable. Vantage recommendations, alongside current rates, will be shared with members offline.

Gardening.

Members approved to on-going gardening service in an effort to ensure the Government garden beds don't become overgrown again. It was agreed for the service to occur every two months, with Fairy Services being asked to quote on replacement plants.

Parking Etiquette.

Vantage Strata flagged concerns raised in relation to vehicles from DKSN Cape reportedly parking in the public Wilson parking area for excessive periods of time. It has been requested that Vantage Strata issue communication to Cape residents in relation to this. A notice will be issued accordingly.

4. EXECUTIVE COMMITTEE BUSINESS

Commercial Business, Ezy Mart.

The meeting discussed the incoming commercial business and potential strains on the insurance policy, with Vantage Strata advising formal advice from the underwriters and brokers had not been received.

ACT Government hard waste.

Due to the number of random belongings stored throughout the DKSN Cape basement, it has been agreed to action a hard waste collection via the ACT Government. Prior to organising the hard waste, a clean up audit will be undertaken.

Hot Water Replacements.

Approval to replace failed hot water unit has occurred prior to the meeting however, members present specifically requested notification be issued when units were being replaced. Vantage advised notifications will already be issued prior to the day of install, alongside a reminder notice on the day of. This was accepted by all parties.

5. NEXT EC MEETING

To be determined at the meeting.

6. MEETING CLOSURE

With no further business, the meeting closed at 4:28pm.