

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 22	UP No. 4671	Block 2	Section 37	Division/District Taylor
	and known as 22/18 Shugg Street, Taylor					
<b>Seller</b>	Full name	Sinthu Mary Thomas				
	ACN/ABN					
	Address	22/18 Shugg Street, Taylor, ACT 2913				
<b>Seller Solicitor</b>	Firm	Legal On London				
	Email	lola@onlondon.com.au				
	Phone	02 61812000	Ref Lola Payenda			
	DX/Address	Suite 601, 39 London Circuit, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT) Pty Ltd				
	Email	jason@hiveproperty.co				
	Phone	0431 228 046	Ref Jason El-Khoury			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed floor coverings, light fittings and window treatments as inspected				
<b>Date for Registration of Units Plan</b>	Not Applicable					
<b>Date for Completion</b>	On or before 60 days from the Date of this Contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes					
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes
	Potential residential land?	<input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes (insert details on p.3)
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No				<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No				<input checked="" type="checkbox"/> Yes

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

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

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

<b>Seller signature</b>	<b>Buyer signature</b>
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	% 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	\$ 660.00 (GST inclusive)

### Tenancy Summary

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

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

Name	LMM Solutions	Phone	(02) 5110 3200
Address	Unit 1.3/26 Thynne St, Bruce ACT 2617		

## 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.

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
  - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
  - 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
 in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

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

## 26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
  - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
    - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
  - 26.2.3 serve it on that party's solicitor in any of the above ways; or
  - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
  - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

## 27. Unit title

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

## 28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

## 30. Buyer rights limited

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

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

## 31. Adjustment of contribution

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

## 32. Inspection of Unit

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

## 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 34. Damage or destruction before Completion

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

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

## 35. Notice to Owners Corporation

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

## 36. Unit Title Certificate

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

## 37. Unregistered Units Plan

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

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

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

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

## 38. Rescission of Contract

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

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

## 46. Incomplete development of Community Title Scheme

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

## 47. Incomplete development of Lot

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

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

## 48. Required first or top sheet

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

## 49. Notice to Community Title Body Corporate

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

## 50. Section 56 Certificate

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

## 53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

\* Alter as necessary

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

Unit 22 UP No. 4671  
Block 2 Section 37 Taylor

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## SPECIAL CONDITIONS

### **Conditions of sale by auction**

If the property is sold at auction then the following conditions are prescribed as applicable to and in respect of the sale by auction.

- (a) The highest bidder is the purchaser, subject to any reserve price;
  - (b) The auctioneer may make 1 bid for the seller of the property at any time during the auction;
  - (c) The auctioneer may withdraw the property from sale at any time;
  - (d) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) Immediately after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale and pay the deposit.
    - a. The purchaser may pay the Deposit to the Stakeholder using DEFT Auction Pay.
    - b. The purchaser must provide the Stakeholder with evidence of the payment of the Deposit on the Date of this Contract.
    - c. If the Stakeholder does not receive the cleared deposit into its trust account within three business days of the Date of this Contract, then the purchaser must deliver an unendorsed bank cheque to the Stakeholder within 24 hours of notification that the deposit has not been cleared or received.
  - (i) The Seller will, under no circumstances, accept a personal cheque as part of the deposit.
  - (j) The Seller reserves the right to vary the terms and conditions of this Contract without notice at any time prior to the commencement of the auction.
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**1. Amendments to Standard Terms**

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The Law Society of the Australian Capital Territory ACT Contract for Sale CS09-2021 (Pages 4-21) 'the Standard Terms' are amended as follows:

- a) Clause 17.1.1 delete '5%' and replace it with \$1,000.00; and
- b) Clause 22.1.3 delete 'the party not at fault' and replace it with 'the Seller only'.

**2. Notice to Complete**

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Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Seller and the Buyer that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.

**3. Required Documents**

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3.1 The Buyer acknowledges they have had the opportunity to make their own enquiries and obtain their own advice regarding the matters contained in the Required Documents.

3.2 The Buyer certifies they have received the Required Documents.

3.3 The Buyer agrees not to:

- (a) raise any objection or requisition;
- (b) make any claim for compensation or damages;
- (c) delay completion; or
- (d) rescind or terminate this Contract,

as a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 5 of this Contract.

**4. Condition of Property**

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The Buyer acknowledges that they have purchased the Property as a result of their own inspection and enquiry and the Buyer accepts the Property in its condition and state of repair as at the Date of the Contract.

The Buyer acknowledges that they cannot make a claim, requisition, rescind, terminate or delay completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property.

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**5. Repairs**

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The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by law.

**6. Keys**

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The Seller will supply all keys in the Seller's possession or controls in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

**7. Death or Incapacity**

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Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other part rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Standard Terms will apply.

**8. Representations and Warranty**

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The Buyer acknowledges that they do not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation, at law or in equity and cannot be excluded.

**9. Asbestos**

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**9.1 Seller Warranty**

The Seller warrants that all relevant information concerning the presence of asbestos in the Property in the Seller's possession will be made available to the Buyer for the purposes of this Contract.

Despite Special Condition 9.1, the Seller does not warrant that the Property is free of any form of asbestos.

**9.2 Buyer Warranty**

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

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9.3 ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) .

**10. Agency Clause**

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The Buyer warrants that the Buyer has not been introduced directly or indirectly to the Property or the Seller by any agent other than the Seller's agent referred to in this Contract, and indemnifies the Seller against any claim for compensation, damages and other actions which may be brought by any other agent in respect of this sale.

This Agency Clause shall survive completion, termination or rescission of this Contract.

**11. Financial Approval**

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11.1 The Buyer expressly warrants to the Seller that:

11.1.1 the Buyer has obtained a current loan approval *or* has satisfied themselves as to the reasonableness of all the terms of such loan approval with such loan approval being sufficient to enable the Buyer to complete this Contract by the completion date in accordance with its terms; or

11.2 The Buyer acknowledges that the Seller relies upon this warranty in entering into this Contract and that the Seller may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty.

11.3 The Buyer acknowledges that they will remain liable to the Seller for all damages arising from the breach of this warranty notwithstanding any rights, including the right to terminate this Contract, which the Buyer may have pursuant to any legislation, law and/or equitable principles.

**12. Related or Associated Party Transactions**

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In the event where the sale of this Property is considered a Related or Associated Party Transaction, it is the Buyer's responsibility to ensure that all statutory requirements are satisfied prior to settlement.

The Buyer agrees to pay all costs arising from any Related or Associated Party Transactions and do such things as may be reasonably required to ensure settlement is finalised on or before the completion date.

In the event where the sale of this Property requires a full property valuation report by a certified practising valuer, the Buyer agrees to pay the cost of the full property valuation report and any other associated costs.

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The Seller agrees to assist the Buyer in meeting the requirements arising from any Related or Associated Party Transaction.

**13. Adjustments**

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If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the adjustments of all Land Charges, excluding Income, under Clause 8 are to be effected on the Date for Completion rather than the actual date Completion occurs.

**14. Special Conditions Essential and Prevailing**

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These special conditions are essential terms of the Contract and where an inconsistency exists between the Standard Terms of the Contract and these Special Conditions, these Special Conditions shall prevail.

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## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Taylor Section 37 Block 2 on Deposited Plan 11486 with 36 units on Unit Plan 4671

Unit 22 (Class A) entitlement 222 of 10000, 4 subsidiaries

Lease commenced on 28/05/2019, terminating on 10/10/2116

### Proprietor

Sinthu Mary Thomas

22/18 Shugg Street Taylor ACT 2913

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/07/2019	2225547	Mortgage to Commonwealth Bank of Australia

### *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
201733195	Development Application	05/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	02/03/2018

### Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 18 three bedroom dwellings with attached garages and 18 two bedroom dwellings with carports, visitor parking, landscaping and associated works.

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Taylor Section 37 Block 2 on Deposited Plan 11486 with 36 units on Unit Plan 4671

Lease commenced on 28/05/2019, terminating on 10/10/2116

**COMMON PROPERTY**

**Proprietor**

The Owners-Units Plan No 4671

LMM Solutions Pty Ltd, PO Box 884 Gungahlin ACT 2912

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/10/2019	2238361	Application to Note Special Resolution
17/07/2020	3012869	Application to Note Special Resolution
24/06/2021	3082786	Application to Note Special Resolution

***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.

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**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 18 three bedroom dwellings with attached garages and 18 two bedroom dwellings with carports, visitor parking, landscaping and associated works.



Access Canberra

Chief Mini

LAND TITLES  
ACCESS CANBERRA  
te



3012869

Land Titles Act 1925

Form 094 - SR

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2409/40	Taylor	37	2

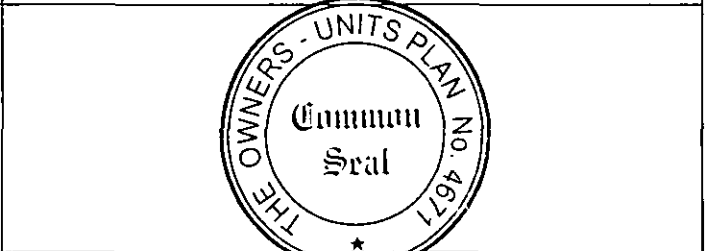
UNITS PLAN NUMBER
4671

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

Rule 13 – Including already amended Default Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
--	---

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



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

Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Full Name (Block Letters) Lauren Upton	Full Name (Block Letters) Grace Upton
Address 231/29 Breaybrooke St Breay	Address 231/29 Breaybrooke St, Breay
Office Held Director	Office Held Accounts Officer

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by <i>[Signature]</i>	Registration Date	17 JUL 2020



## Minutes of the General Meeting of the Owners of Units Plan 4671

Held Thursday 13<sup>th</sup> February 2020, 5:45pm at Gungahlin Library - Training Room 1

Present: M & J Fennel (1)  
J & K Hoy (2)  
N Warncken (5)  
S Hughes (7)  
D Buchan (8)  
J & S Yip (10)  
M Maher & S Wellings-Deaton (15)  
S Thomas (22)  
J Paton & C Gray (27)  
N Hamedeh (29)  
M Smith (35)



Proxies: R Marshall (9) in favour of Unit 8  
M Rahman & R Farha (19) in favour of Unit 8  
R Idder (36) in favour of the Chairperson

*A quorum was not reached*

Chairperson: D Buchan (8)

### **MOTION 1a: Termination of Managing Agent (Ordinary Resolution)**

That the Owners Corporation of Units Plan 4671 terminate Signature Strata under clause 9e of their Strata Management Agreement which reads as follows:

9. Termination by the Owners Corporation  
e) at any time for no reason by giving 28 days' notice in writing to the agent.

*Motion Carried*

### **MOTION 1b: Appointment of Managing Agent (Ordinary Resolution)**

That the Owners Corporation enter into the following arrangements:

- a. That LMM Solutions Pty Ltd be appointed as Managing Agent, for a period of one (1) year;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;

e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; UP4671 – The Foundry

*Unit 1 noted a conflict of interest and abstained from this vote.*

*Motion Carried*

#### **MOTION 2: Special Privileges (Unopposed Resolution)**

The Owners Corporation of UP4671 grant special privilege as per section 22 of the Unit Titles (Management) Act 2011 to each Owner for the common property roof space above their unit (roof space is restricted to the unit's boundary as per the official units plan). The special privilege is only granted for installing solar panels or an aerial for your specific unit. Each individual application needs to be applied for and approved by the Executive Committee as per Rule 4 in UP4671's amended default rules.

*Motion Carried*

#### **General Business**

##### *Pigeons*

The Executive Committee have organised an inspection for a recommendation and report on deterrent and displacement options from RnB Solutions. This has been arranged through a favour it will not be at a cost.

##### *Executive Committee Meeting Minutes*

Owners noted that they have not received minutes of the two EC meetings held in 2019. Copies have been enclosed with these minutes for circulation, and the new Managing Agent will ensure that they are made available on the owner's portal.

##### *Levies*

Owners agreed to amend the levy instalments to quarterly at the 2020 AGM. It was also noted that explanatory notes will be provided with the proposed budget to assist owners understand and make an educated decision about the new budget and the levies that are paid.

##### *Vibrating Noise*

A vibrating noise suspected to be caused by the cladding was noted along the area at the back of units 2 and 3. D Buchan (8) to note this to the builder for inspection and rectification.

##### *Carport Lighting*

D Buchan (8) to organise attendance of Maritex to inspect and rectify issue with lighting on the first set of carports.

##### *Possible Business*

It was noted that one of the units on Shugg Street may be running a business from within the unit. It is advised that the Building Insurance policy does not allow for this use, and investigations will take place in relation to the matter for rectification.

**Meeting closed at 6:20pm**





**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912  
P 0409 989 108  
E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

23 June 2020

To all Owners  
UP4671 – The Foundry  
18 Shugg Street  
TAYLOR ACT 2913



Dear Owner

**UP4671 - THE FOUNDRY**  
**Minutes of Annual General Meeting 2020**

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

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

Yours faithfully

A handwritten signature in cursive script that reads 'Amy T.'.

**Amy Tetley**  
Strata Manager  
**LMM Solutions Pty Ltd**

P 5110 3200  
E [amy@LMMsolutions.com.au](mailto:amy@LMMsolutions.com.au)

**MINUTES OF ANNUAL GENERAL MEETING 2020**  
**UNITS PLAN 4671 - THE FOUNDRY**  
**18 SHUGG STREET, TAYLOR**



**Held:** On Thursday, 11 June 2020 at 7.30 pm

**At:** Video / Teleconference via Microsoft Teams Meeting

**Present:** Mr M Fennell (Unit 1), Mr J Hoy (Unit 2), Mr A & Mrs M Swanepoel (Unit 3), Ms N Warncken (Unit 5), Mr S Kohli (Unit 6), Ms S Hughes (Unit 7), Ms D Buchan (Unit 8), Mrs R Marshall (Unit 9), Mr J & Mrs S Yip (Unit 10), Mr M Maher & Ms S Wellings-Deaton (Unit 15), Ms F Muharam (Unit 17), Mr M Rahman & Ms R Farha (Unit 19) and Mr J Paton (Unit 27).  
Miss A Tetley representing LMM Solutions Pty Ltd.

**Proxies:** Mr R Stewart Ms M Deguara (Unit 4)

**Chair:** **Ms D Buchan** was elected chairperson for the meeting.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

## **MINUTES**

---

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

**CARRIED**

### **Matters arising from Minutes**

None.

## **INSURANCE**

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The Owners Corporation holds insurance cover with CHU Insurance (Australia) Limited as follows:

Policy No: <b>HU0006043594</b>	Due date - 14/03/21
Building replacement	\$13,180,000
Contents	\$131,800
Loss of Rent	\$1,977,000
Public Liability	\$20,000,000
Catastrophe Insurance	\$1,977,000
Machinery Breakdown	\$100,0000
Office Bearers Liability	\$1,000,000
Workers Compensation	In accordance with the Act
Excess	\$500.00
Premium	\$14,284.72

*Secretarial Note – The Managing Agent raised the Owners Bearers Liability component of the Owners Corporation’s insurance, recommending this be increased to a minimum of \$5,000,000 for a development of their size. As the Managing Agency are not listed on the policy this is a recommendation only for the Owners further discussion and consideration.*

*Members present agreed the Owners Bearers was adequate cover at this point in time however would discuss this further at a later date if required.*

**FINANCIAL REPORT**

---

**MOTION 2:** It was resolved that the financial statements be accepted as presented.

**CARRIED**

*Secretarial Note – The Managing Agent raised a discrepancy in the financials of the previous Managing Agency, noting the figures have been entered incorrectly showing the balances as a debit rather than credit. Confirming the amounts are noted accurately, LMM Solutions financials show a true and accurate record.*

*Members present agreed to the financials based on the abovementioned information.*

**BUDGET DEBATE**

---

**Administrative Fund**

**MOTION 3:** It was resolved that the proposed Administrative Fund budget of \$43,500.00 be adopted.

**CARRIED**

**Sinking Fund**

**MOTION 4:** It was resolved that the proposed Sinking Fund budget of \$14,758.00 be adopted.

**CARRIED**

*Secretarial Note – The Managing Agent raised discrepancies with the Sinking Fund Forecast Report obtained by their previous Managing Agents, noting the Financial Year start date should read 1 May and the contribution amount \$5,389.30 for the 2019/2020 Financial Year as agreed at the Inaugural Meeting. The incorrect noted contribution unfortunately resulted in the calculated contribution for the 2020/2021 Financial Year, clarifying the resultant large increase.*

*Members present agreed for the budgeted contribution to remain as is and asks the Managing Agent to proceed with seeking an amended report from QIA. The amendments include the Financial Year date and the contribution made in the 2019/2020 Financial Year. Once returned the Managing Agent will forward the report to the Executive Committee for final approval.*



### Administrative and Sinking Fund Levy Contribution

**MOTION 5:** It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 May, 2020, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 May, 2020	31 July, 2020	15 July, 2020
Levy 2	1 August, 2020	31 October, 2020	1 October, 2020
Levy 3	1 November, 2020	31 January, 2021	1 January, 2021
Levy 4	1 February, 2021	30 April, 2021	1 April, 2021

*Secretarial Note – The Managing Agent recommended the first levy due date would be altered to 15 July 2020 in light of the meeting being held later than anticipated. This is to allow Owners an appropriate timeframe to pay the levy.*

*Members present agreed to the amendment.*

### ELECTION OF COMMITTEE

---

**MOTION 6a:** It was resolved that the Owners Corporation of UP4671 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

**FAILED**

**MOTION 6b:** It was resolved that the Owners Corporation of UP4671 agree to appoint 8 Owners to form the Executive Committee until the next Annual General Meeting.

**CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Mr M Fennell	Ms R Marshall
Ms S Hughes	Mr M Rahman
Ms D Buchan	Mr J Paton
Mr S Kohli	Ms M Smith



### PIGEON ERADICATION

---

**MOTION 7:** It was resolved that the Owners Corporation of UP4671 authorise the quote provided by Australian Pest Bird Management Pty Ltd to proceed with the six-month maintenance programme to eradicate pigeons and for it to be paid from the surplus funds in the Administration Fund.

**CARRIED**

*Secretarial Note – Concerns were raised regarding baiting, querying if alternative measures could be taken to remove the birds without bodily harm. The Managing Agent raised installation of spikes to the roof, recommending this would be a permanent solution.*

*Ms Buchan and Mr Fennell discussed that alternative options were investigated by the Executive Committee; unfortunately, spikes are a large expenditure to undertake and would prevent potential future projects such as installing solar panels.*

*Ms Buchan further clarified the bait used has been confirmed to be a humane and safe exercise explaining the process. The contractors establish a feeding ground only attracting pigeons noting the bait itself reacts quickly resulting the pigeons to cease almost immediately. Once undertaken the pest company will return to collect and dispose of the deceased pigeons.*

*Ms Buchan advised there is no harm to pets should they be in contact with the deceased birds, further raising that no other native birds will be drawn to the baiting grounds. Ms Buchan confirm this advice, notifying Owners by posting to the Facebook page.*

## **HOUSE RULES – Special Resolution**

---

**MOTION 8:** It was resolved that the Owners Corporation of UP4671 authorise the attached House Rules for adoption and registration (as Rule 13).

**CARRIED**

## **GENERAL BUSINESS**

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### Car Space Numbering

Ms Buchan discussed a quote sourced for numbering the car spaces of Units 1-18 at a cost of \$492.00 noting there may be further spaces to be included.

It was agreed the proposal be delegated to the Executive Committee for approval once a final quote has been provided.

### Window and Skylight Cleaning

Whilst discussing the pigeon eradication, members present queried having the skylights and windows cleaned.

Members present agreed to table this for the time being until the pigeon baiting has proven successful.

### Locating Units – Signs

Mr Rahman raised installing signs at the complex to clearly identify where units are located due to ongoing difficulties for deliveries and visitors.

Members present agreed to delegate the proposal to the Executive Committee to discuss options and source quotes for consideration.

### Speed Limit Sign

Mr Kohli queried installing speed limit signs at the complex following a number of vehicles exceeding a safe speed.

It was agreed quotes would be sourced in conjunction with the mapped units and would be considered by the Executive Committee.

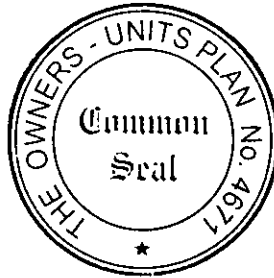


Lights on Shugg Street

Mr Kohli queried installing lights on the front corner near Unit 1, raising the inconvenience of lack of lighting when walking of an evening.

Options including solar were discussed, however was agreed that the Managing Agent source recommendations and quotes to be forwarded onto the Executive Committee for consideration.

**The meeting closed at 8.10 pm**





# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



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

## Introduction

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

## Managing Agent

**LMM Solutions Pty Ltd**  
PO Box 884  
Gungahlin ACT 2912

Email: enquiries@LMMsolutions.com.au  
Phone: 0409 989 108  
Web: www.LMMSolutions.com.au

## Emergency Contacts

### ACT POLICING –

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

### AFTER HOURS EMERGENCY CONTACTS –

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

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



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry

18 Shugg Street, Taylor

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- Pet Approval Application Form
- Default Rules (as amended)





# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



## Alterations and Erections

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

## Animals/Pets

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

## Appearance

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage. This includes car parking areas, driveways, lawns and landscaped areas.



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry

18 Shugg Street, Taylor



## Approvals

16. **Prior to undertaking, approval must be sought from the Committee except in the following circumstances.**
17. **SUTHERLAND STREET WIRE NETTING GATES** – Owners may replace their wire netting with a metal gate in Colorbond “Night Sky” with profile “Panelrib” to match the dark façade of the building. Not brush fencing or plastic greenery is to be used.
18. **FRONT DOORS** – Owners may replace their unit front doors with the following product:  
*Woodcraft St Clair Frosted Glass Entrance Door (2040 x 820 x 400mm), painted in Colorbond “Night Sky” (paint colour can be mixed on request). [Both door and paint are available from Bunnings Warehouse.]*  
  
Other doors of the same style with different window designs will be considered by the Executive Committee upon application.
19. **SCREEN DOORS** – Owners may install plain black screen doors on their entry doors with plain black bordered frames. Honeycomb pattern frames **ARE NOT** to be used.
20. **SHADE CLOTHS OVER COURTYARDS** – Owners are permitted to install a shade cloth in a neutral colour (such as Charcoal). Should Owners require a different option, application must be made to the Committee prior to installation.

## Balconies and Courtyards

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

## Complaints

30. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Managing Agent.
31. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
32. **Verbal and/or anonymous complaints cannot be acted upon.**



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



33. Incidents that infringe particular laws of the ACT - such as noisy parties or trespassing - should be referred to the ACT Police, especially late at night or where your personal safety is threatened. (Please see "Emergency Contacts".)

## Damage and Vandalism

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

## Floor Coverings

37. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
38. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.
39. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
40. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.

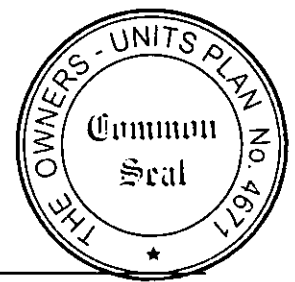
## Garbage and Recycling

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



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



## ACT Government Recycling and Waste Disposal locations:

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

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell.	<ul style="list-style-type: none"> <li>✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc.</li> <li>✓ Waste transfer station.</li> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans.</li> <li>✓ Re-use facility – items can be dropped off free of charge.</li> </ul>
North - Mitchell	Vicars Street, Mitchell.	<ul style="list-style-type: none"> <li>✓ Canberra Sand &amp; Gravel Depot – Green waste recycling.</li> </ul>
North - Mitchell	Baillieu Street, Mitchell.	<ul style="list-style-type: none"> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.</li> </ul>
North - Gungahlin	O'Brien Place, Gungahlin.	<ul style="list-style-type: none"> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.</li> </ul>
North - Mitchell	Morisset Road, Gungahlin.	<ul style="list-style-type: none"> <li>✓ Gungahlin Landscape Supplies – Green waste recycling.</li> </ul>
West - West Belconnen	Parkwood Road, Macgregor	<ul style="list-style-type: none"> <li>✓ Free recycling drop off area for motor and heater oils + car batteries.</li> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans.</li> <li>✓ Green Waste recycling – drop off garden waste for free.</li> </ul>

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

## Infringement Notices

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

### Step 1 -

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

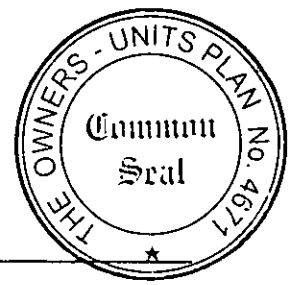
### Step 2 –

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



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



## Step 3 -

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

## Step 4 -

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

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

## Legal Fee Recovery

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

## Moving In and Moving Out

49. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

## Noise

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

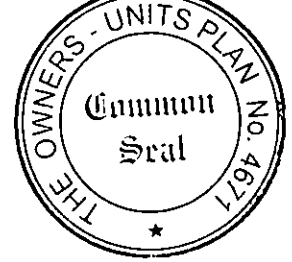
## Parking and Vehicles

52. Residents should only park their vehicles in their unit's allocated car space. DO NOT block or use other residents' car parking space without their consent to do so.



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



53. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
54. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
55. Vehicles must observe a 10 kph speed limit within the complex.
56. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
57. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas.
58. The common property parking space marked "Disabled" (located in common property driveway) is for the use of person with disabled stickers only.

## Real Estate Signs

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

## Security and Safety

65. The Owners Corporation is unable to provide after hour's access to residents if locked out of the unit. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

## Smoke Detectors

66. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.

## Smoking

67. Smoking is not permitted in any of the common area.
68. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry  
18 Shugg Street, Taylor



## Storage

69. For safety and appearance, resident MUST NOT store any items in common property areas including vehicle parking bays.
70. Parking bays are not to be used for general storage other than bicycles.

## Visitors and Guests

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

## Window Coverings

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

## General Information

76. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas or from individual units or storage cages.
77. Residents are responsible for any damage by their guests and visitors.
78. Residents are responsible for any annoyance caused by them to other residents.
79. No shopping trolleys are to be left on common property areas or on the surrounding garden/grassed areas at the complex.
80. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
81. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
82. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
83. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Managing Agent immediately.
84. Festive lights are permitted to be installed on individual balconies with the following conditions being adhered to:
  - Lights must be installed no earlier than 1 December and must be removed no later than 1 February.
  - Lights must not be permanently affixed in any way.
  - Flashing lights are not permitted between the hours of 11.00pm and 6.00am.



# DRAFT House Rules

UNITS PLAN 4671 - The Foundry

18 Shugg Street, Taylor

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85. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

## Attachments

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*Attachment 1 - Pet Approval Application Guidelines*

*Attachment 2 - Default Rules (as amended)*



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

**32 Animals – owners corporation’s consent**

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

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

It is a condition of residency that pets cannot be accepted unless formal consent has been granted. It is important that these requirements are conveyed by owners and real estate agents to all prospective buyers and tenants. Tenants must first seek consent from the Owner of the residence before application is made to the Owners Corporation and a copy of this approval must accompany this application (please refer to *Residential Tenancies Amendment Act 2019*).

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

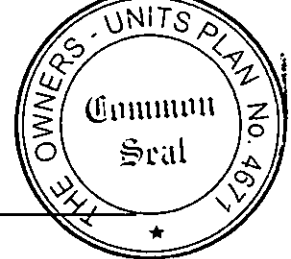
The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- ❑ *Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.*
- ❑ *Any damage or soiling of common property is the responsibility of the pet owner.*
- ❑ *Cats must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any common property or other resident’s property.*
- ❑ *All animals must be leashed at all times whilst on common property.*
- ❑ *Permissions are pet specific. Permission granted to an individual pet and is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.*

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



# Pet Consent Application Form



Development Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_

Owner/Property Manager  
authorisation granted?

Pet Owner Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Pet Owner Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name of pet: \_\_\_\_\_ Age: \_\_\_\_\_

Pet type: Dog / Cat / Bird / Other \_\_\_\_\_ Breed: \_\_\_\_\_

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

Microchip No.: \_\_\_\_\_ Dog Registration No.: \_\_\_\_\_

I/we hereby declare that I/we:

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

Signatures: \_\_\_\_\_

*Owner 1*

\_\_\_\_\_

*Owner 2*

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

**Please return the completed form to:** LMM Solutions Pty Ltd  
Email: [enquiries@lmm solutions.com.au](mailto:enquiries@lmm solutions.com.au) P: 0409 989 108

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

## 1 Definitions—Default Rules

(1) In these Rules:

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

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

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

## 2 Payment of rates and taxes by unit Owners

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

## 3 Repairs and maintenance

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

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

## 4 Erections and alterations

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

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

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

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

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

## 5 Use of common property

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

## 6 Hazardous use of unit

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

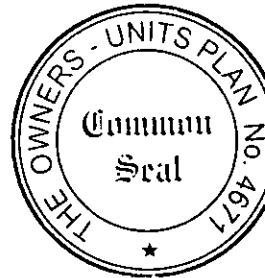
## 7 Use of unit—nuisance or annoyance

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

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

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

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



**8 Noise**

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

**9 Illegal use of unit**

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

**10 What may an Executive Committee representative do?**

An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

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

**11 Seal of Owners Corporation**

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

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



**12 Recovery of Legal Fees**

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

**13 House Rules**

As attached.





Chief Minister, T



2238361

Development Directorate

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Rob Craven	rob@signaturestrata.com.au	02 6185 0347

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2409:40	Taylor	37	2	4671

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

Update default rules

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature
Full Name (Block Letters) Rob Craven	Full Name (Block Letters) Deborah Maloney
Address 4/21 Napier Close Deakin ACT 2600	Address 4/21 Napier Ct, Deakin 2600
Office Held Business Manager	Office Held Admin & Accounts Manager


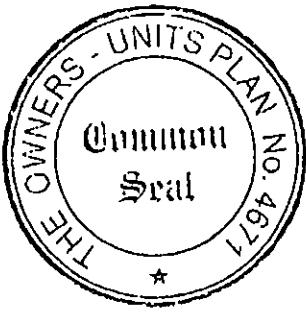
OFFICE USE ONLY			
Lodged by	Annexures/Attachments	Minutes/Resolution/Motion x/	
Data entered by	Evidence Manager Appointed	Yes <input checked="" type="checkbox"/>	
Registered by	Registration Date	- 2 OCT 2019	

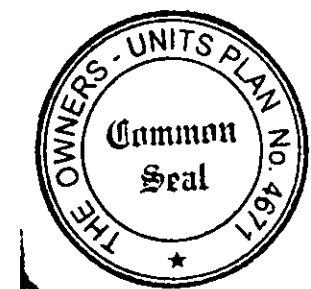


Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP4671
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p><input checked="" type="checkbox"/> 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).</p>	<p>28/08/2019</p> <p><input type="checkbox"/> 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).</p>
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	28/08/2019	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	<p>04/09/2019 Date of affixing of seal</p> <p>Signature: </p> <p>Designation: Strata Manager</p>	



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

## Part B. Details of reduced quorum decisions

### B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (3) or (6) (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 quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).

- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3), (5), part 3.1, Schedule 3).

### B3 How may reduced quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

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

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

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

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF  
THE OWNERS OF UNITS PLAN 4671  
"THE FOUNDRY"  
18 Shugg St TAYLOR ACT 2913

DATE HELD: Wednesday 28<sup>th</sup> August 2019 – 5:30pm

LOCATION: Spike Room, Gungahlin Lakes Club, 110 Gundaroo Drive NICHOLLS ACT

PRESENT: Representatives for: Units 1, 5, 7, 8, 9, 10, 13, 19, 27, 29, 35  
Mr R Craven, Signature Strata

PROXY: IFO Chairperson: Unit 32

CHAIR: Mr M Fennell took the role of Chairperson

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

MINUTES

MOTION 1: *That the minutes of the Inaugural Meeting held 28<sup>th</sup> May 2019 be noted.*

CARRIED

Matters Arising from the minutes:

There were no matters Arising from the minutes to record.

INSURANCE

The Owners Corporation holds insurance cover with Strata Unit Underwriters, through Allinsure as follows:

Policy No:	0657931290
Due date:	14 <sup>th</sup> March 2020
Premium:	\$8,881.36
Building Sum Insured:	\$9,090,000.00
Excesses:	\$500 general excess Refer to Certificate of Currency for other excesses
Last insurance valuation report:	Nil
Please refer to Certificate of Currency for details of the sum insured limits	

**Note** - Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.



MOTION 2: *That the Owners Corporation of 4671 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.*

CARRIED

#### Insurance Valuation

MOTION 3: *That the Owners Corporation authorise the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with the Valuer's conclusion and recommendation.*

CARRIED

#### FINANCIAL REPORT

Financial Reports for the period 28<sup>th</sup> May 2019 to 6<sup>th</sup> August 2019 were provided to all owners.

MOTION 4: *That the financial reports be accepted as presented.*

CARRIED

#### INVESTMENT OF FUNDS

MOTION 5: *That the Owners Corporation agree to open an investment account, and authorise the Executive Committee to make determinations concerning investment of surplus funds into such account/s.*

CARRIED

#### SINKING FUND PLAN

MOTION 6: *That the Owners Corporation give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

CARRIED

#### BUDGET DEBATE

The meeting discussed the delays with the ACT Government-supplied waste collection service, requiring a commercial collection which is ongoing. A contribution from the Builder for costs incurred in the commercial collection to date was noted, although it was the position of the meeting that the Builder should be responsible for meeting all costs. Mr Craven advised that the Builder seemed to be open to discussing the matter further, however it would be advisable for the Owners to raise additional money to safeguard against the possibility that no further funds would be available. The EC are to discuss further with the Builder.

#### **Administrative Fund**

MOTION 7: That Administrative Fund budget approved at the Inaugural Meeting held 28<sup>th</sup> May 2019, be increased by \$9,500.00 (incl. GST).

CARRIED

#### **Levy Contribution**

MOTION 8: *That the Owners Corporation determines an Administrative Fund Levy of \$10,800.00 for the twelve-month period, commencing 28th May 2019 and to be contributed in accordance with the unit entitlements in 2 instalments due on 1st December 2019 and 1st March 2020.*

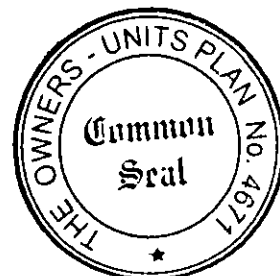
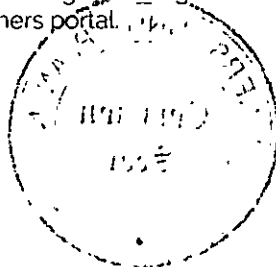
CARRIED

MOTION 9: *That the Owners Corporation confirm the Sinking Fund levy of \$5,389.30 struck at the Inaugural Meeting on 28th May 2019.*

CARRIED

#### STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed 28<sup>th</sup> May 2019 and is available for viewing through the owners portal.



Note: Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

#### CONTRACTOR COMPLIANCE

MOTION 10: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

CARRIED

#### SERVICE CONTRACTORS

MOTION 11: *That the Executive Committee be authorised to make determinations concerning appointment of a service contractor.*

CARRIED

#### ELECTION OF COMMITTEE

Under Section 34 of the Unit Titles (Management) Act 2011, an Executive Committee shall consist of between 3 and 7 members.

Members are elected by Ordinary Resolution at each AGM and hold office until the next AGM, with all positions becoming vacant at that time.

The Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

MOTION 12: *That the Owners Corporation of UP 4671 agree to appoint 6 Owners to form the Executive Committee until the next Annual General Meeting.* CARRIED

The members elected to the Executive Committee are:

Mr M Fennell	Unit 1	Ms R Marshall	Unit 9
Ms S Hughes	Unit 7	Ms C Gray	Unit 27
Ms D Buchan	Unit 8	Ms M Smith	Unit 35

#### RULE AMENDMENTS AND ADDITIONS

MOTION 13: *That Rule 4 of the Default Rules be amended to read as follows:*

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

CARRIED

MOTION 14: *That Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as follows:*

##### 11 Seal of Owners Corporation

- (2) Managing agent may affix seal—
- (a) The common seal may be affixed to:
    - (i) reduced quorum meeting notices;
    - (ii) Rules registration documents;



- (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
- (iv) certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

CARRIED

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

**12 Recovery of Legal Fees**

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

CARRIED

**HOUSE RULES**

The Executive Committee may choose to derive a set of House Rules to assist owners and residents by providing further guidance on living in The Foundry.

**GENERAL BUSINESS**

**CCTV:** The meeting discussed feasibility of installing CCTV cameras. Noted that without a central storage point for the recording hardware it may be difficult to achieve; notwithstanding funds are not available at present. Agreed to investigate in future. The meeting also noted that owners are free to install their own systems, however individuals are responsible for researching and complying with any relevant regulations.

**Plumbing noise:** Noted that some downpipes are noisy during rainfall. Mr Craven to discuss possible resolutions with the Builder.

**CLOSURE**

There being no further business the meeting closed at 6.35pm



## Default Rules

---

### 1 Definitions—Default Rules

(1) In these Rules:

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

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

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

### 2 Payment of rates and taxes by unit Owners

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

### 3 Repairs and maintenance

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

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

### 4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ *Executive Committee*; and

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

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

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

### 5 Use of common property

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

### 6 Hazardous use of unit

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

### 7 Use of unit—nuisance or annoyance

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

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

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

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

### 8 Noise

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

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

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

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

### 9 Illegal use of unit

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



10 What may an Executive Committee representative do?

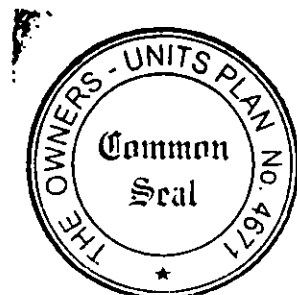
- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  -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

11 Seal of Owners Corporation

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

12 Recovery of Legal Fees

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





Chief I



LAND TITLES

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SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
LMM Solutions	accounts@lmm solutions.com.au	02 5110 3200

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2409/40	Taylor	37	2	4671

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

Amend Rule 1.4 and Adopt 2.0, Rule 3.0 and Alternative Rules

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

\*The Certifier has 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:

*Jane Victoria Fennell*  
 Jane Victoria Fennell  
 LMM Solutions.

*Grace Upton*  
 Grace Upton  
 of LMM Solutions

for: Owners of UP4671  
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	10	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	EM	Registration Date	24/6/21

x1 UOI signed by Spencer  
7.6.21



**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912  
  
P 02 5110 3200  
E enquiries@LMMsolutions.com.au

3 June 2021

To all Owners  
UP4671 – The Foundry  
18 Shugg Street  
TAYLOR ACT 2913

Dear Owner

**UP4671 - THE FOUNDRY**  
**Minutes of Annual General Meeting 2021**

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

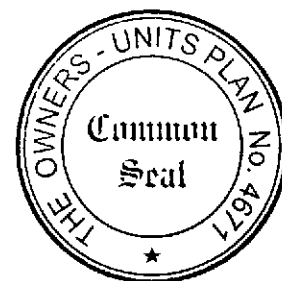
If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

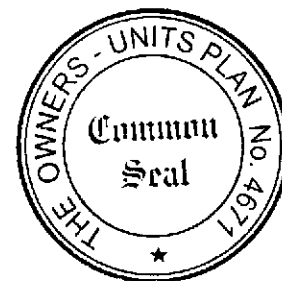
**Amy Tetley**  
Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** Amy@LMMsolutions.com.au



**MINUTES OF ANNUAL GENERAL MEETING 2021**  
**UNITS PLAN 4671 - THE FOUNDRY**  
**18 SHUGG STREET, TAYLOR**



**Held:** On Thursday, 27 May 2021 at 6.00pm.

**At:** LMM Solutions Office - 231/29 Braybrooke Street, Bruce  
AND teleconference via Microsoft Teams Office

**Present:** Ms Y Denka (Unit 5), Mr S Kohli (Unit 6), Ms S Hughes (Unit 7), Ms D Buchan (Unit 8),  
Mr L Carter (Unit 12) and Mr M Sinden & Ms F Muharam (Unit 17).  
Mrs L Upton representing LMM Solutions Pty Ltd.

**Proxies:** Ms R Marshall (Unit 9) – held by Ms D Buchan.

**Absentees:** Mr M & Mrs J Fennell (Unit 1)

**Apologies:** Ms S Brown (Unit 27)

**Chair:** Ms D Buchan was elected chairperson for the meeting.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were  
Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the  
Unit Titles (Management) Act 2011.

**MINUTES**

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

**CARRIED**

**Matters arising from Minutes**

None.

**ALTERNATIVE VOTING MECHANISM**

---

**MOTION 2:** It was resolved that the Owners Corporation of UP4671 agree to accept that  
meetings can be held via electronic means, including phone and teleconference,  
and by postal vote and that votes by an entitled person are recorded as valid.

**CARRIED**

**INSURANCE**

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

Policy No: <b>HU0006043594</b>	Due date - 14/03/22
Building replacement	\$13,575,400
Excess	\$500
Premium	\$15,560.53

Those present agreed that this cover appeared adequate at this time.



**MOTION 3:** It was resolved that the Owners Corporation of UP4671 acknowledge the Certificate of Currency as presented.

**ACCEPTANCE OF FINANCIAL STATEMENTS**

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**MOTION 4:** It was resolved that the Owners Corporation of UP4671 accept the financial statements as presented.

**CARRIED**

**MAINTENANCE PLAN/SCHEDULE**

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**MOTION 5:** It was resolved that the Owners Corporation of UP4671 have reviewed the Maintenance Plan as presented and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

**CARRIED**

**Matters arising from the Maintenance Plan and building condition.**

None.

**BUDGET DEBATE**

---

**Administrative Fund**

**MOTION 6:** It was resolved that the proposed Administrative Fund budget and contribution amount of \$52,000.00 be adopted.

**CARRIED**

**Sinking Fund**

**MOTION 7:** It was resolved that the proposed Sinking Fund budget and contribution amount of \$15,201.00 be adopted.

**CARRIED**

**Administrative and Sinking Fund Levy Contribution**

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

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

**CARRIED**

**STRATA MANAGEMENT AGENCY AGREEMENT**

---

**MOTION 9:** It was resolved that the Owners Corporation enter into the following arrangements:

- a. That LMM Solutions Pty Ltd be appointed as Manager, for a period of three (3) years;

- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- f. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

**CARRIED**

*Secretarial note - the Management Agreement will be signed by two Committee members and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.*

### **ELECTION OF COMMITTEE**

---

**MOTION 10:** It was resolved that the Owners Corporation of UP4671 elect 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting

Mr M Fennell	Ms D Buchan
Ms S Kohli	Ms R Marshall
Ms S Hughes	Mr M Sinden



A short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed:

Chair – Ms D Buchan  
 Secretary – Ms S Hughes  
 Treasurer – Ms S Hughes

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

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

---

**MOTION 11:** It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

**MOTION 12:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

**MOTION 13:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

**MOTION 14:** It was resolved that the Owners Corporation of UP4671 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Tiles Office and for the cost of registration be paid from the Administrative Fund.

**CARRIED**

#### **ALTERNATIVE RULES - Special Resolution**

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**MOTION 15:** It was resolved that the Owners Corporation of UP4671 approve the attached Alternative Rules for adoption and registration (with the amended Default Rules).

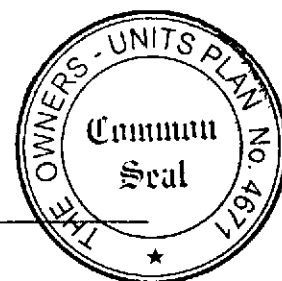
**CARRIED**

*Secretarial Note – The Rules were carried with the following amendments agreed to by Owners present:*

*73. Unit owners and residents must ensure that window treatments used in their units (including blinds, curtains, drapes etc.) are coloured ~~white or cream~~ a neutral block (no patterns) when viewed from the outside of the unit unless otherwise approved by the Owners Corporation.*

*84. Festive lights are permitted to be installed on individual balconies with the following conditions being adhered to:*

- *Lights Holiday lighting must be installed no earlier than 1 December and must be removed no later than 1 February. Festive lighting outside these dates may be affixed in consultation with the Executive Committee.*
- *Lights must not be permanently affixed in any way.*
- *Flashing lights are not permitted between the hours of 11.00pm and 6.00am.*



#### **GENERAL BUSINESS**

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##### Pigeons

Following the program last year to eradicate pigeons, reports continue for several areas. Some options discussed include trapping, spiking problem areas and reminders to not feed birds.

It was agreed the Executive Committee will investigate available options for a hopefully resolution.

##### Installation Tape

Reported installation tape hanging on units 1-10 and the bin area located opposite units 11-18 was raised. The Executive Committee will provide the Manager with a list of specified areas to be addressed, noting some areas may be unit owner responsibility for rectification.

The Manager will advise units (if necessary) once the list is provided.

##### Dumping

Members present raised that dumping is an ongoing issue, noting the sign on the waste enclosure has been removed. Ms Buchan advised the Executive Committee have been, and will continue to address these by a case by case basis, having success in this approach. Ms Buchan further advised she will organise to display a new sign.

We kindly remind Owners that dumping unwanted household items is illegal and contrary to the Alternative Rules. Should you be found dumping further action may be taken.

Fences U1-10

While Taylor is a cat containment suburb, the fences along units 1-10 reportedly do not meet the height requirements.

It was resolved the Executive Committee will investigate this further.

Wooden Cladding

Mr Sinden reported sun damage and mould growing on the wooden cladding of their unit and others. The Manager asks Mr Sinden to provide photographs of the effected areas. Should this be an issue for various units, the Manager will initially ask developer, Nikias Diamond to inspect and advise.

**With no further business, the meeting closed at 6.40 pm.**

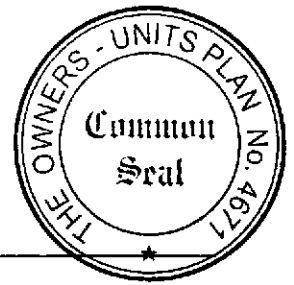




# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



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

## Introduction

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

## Managing Agent

**LMM Solutions Pty Ltd**

PO Box 884

Gungahlin ACT 2912

Email: [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

Phone: 0409 989 108

Web: [www.LMMsolutions.com.au](http://www.LMMsolutions.com.au)

## Emergency Contacts

### ACT POLICING –

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

### AFTER HOURS EMERGENCY CONTACTS –

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

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



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor

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- Pet Approval Application Form	
- Default Rules (as amended)	





# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



## Alterations and Erections

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

## Animals/Pets

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

## Appearance

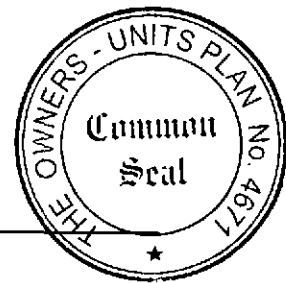
14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage. This includes car parking areas, driveways, lawns and landscaped areas.



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



## Approvals

16. **Prior to undertaking, approval must be sought from the Committee except in the following circumstances.**
17. **SUTHERLAND STREET WIRE NETTING GATES** – Owners may replace their wire netting with a metal gate in Colorbond "Night Sky" with profile "Panelrib" to match the dark façade of the building. Not brush fencing or plastic greenery is to be used.
18. **FRONT DOORS** – Owners may replace their unit front doors with the following product:  
*Woodcraft St Clair Frosted Glass Entrance Door (2040 x 820 x 400mm), painted in Colorbond "Night Sky" or White (paint colour can be mixed on request). [Both door and paint are available from Bunnings Warehouse.]*  
Other doors of the same style with different window designs will be considered by the Executive Committee upon application.
19. **SCREEN DOORS** – Owners may install plain black screen doors on their entry doors with plain black bordered frames. Honeycomb pattern frames **ARE NOT** to be used.
20. **SHADE CLOTHS OVER COURTYARDS** – Owners are permitted to install a shade cloth in a neutral colour (such as Charcoal). Should Owners require a different option, application must be made to the Committee prior to installation.

## Balconies and Courtyards

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

## Complaints

30. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Managing Agent.
31. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
32. **Verbal and/or anonymous complaints cannot be acted upon.**



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



33. Incidents that infringe particular laws of the ACT - such as noisy parties or trespassing - should be referred to the ACT Police, especially late at night or where your personal safety is threatened. (Please see "Emergency Contacts".)

## Damage and Vandalism

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

## Floor Coverings

37. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
38. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.
39. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
40. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.

## Garbage and Recycling

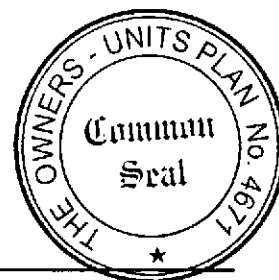
41. The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
42. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
43. Residents are encouraged to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



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



## ACT Government Recycling and Waste Disposal locations:

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

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell.	<ul style="list-style-type: none"> <li>✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluro tubes and globes, etc.</li> <li>✓ Waste transfer station.</li> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans.</li> <li>✓ Re-use facility – items can be dropped off free of charge.</li> </ul>
North - Mitchell	Vicars Street, Mitchell.	<ul style="list-style-type: none"> <li>✓ Canberra Sand &amp; Gravel Depot – Green waste recycling.</li> </ul>
North - Mitchell	Baillieu Street, Mitchell.	<ul style="list-style-type: none"> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.</li> </ul>
North - Gungahlin	O'Brien Place, Gungahlin.	<ul style="list-style-type: none"> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.</li> </ul>
North - Mitchell	Morisset Road, Gungahlin.	<ul style="list-style-type: none"> <li>✓ Gungahlin Landscape Supplies – Green waste recycling.</li> </ul>
West - West Belconnen	Parkwood Road, Macgregor	<ul style="list-style-type: none"> <li>✓ Free recycling drop off area for motor and heater oils + car batteries.</li> <li>✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans.</li> <li>✓ Green Waste recycling – drop off garden waste for free.</li> </ul>

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

## Infringement Notices

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

### Step 1 -

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

### Step 2 -

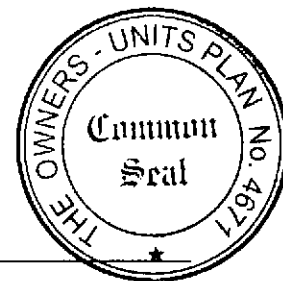
- a. If contact is not made or if the matter remains unresolved, issue follow up correspondence to unit addressing breach and request remedy.
- b. Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- c. If the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



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



## Step 3 -

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

## Step 4 -

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

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

## Legal Fee Recovery

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

## Moving In and Moving Out

49. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

## Noise

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

## Parking and Vehicles

52. Residents should only park their vehicles in their unit's allocated car space. DO NOT block or use other residents' car parking space without their consent to do so.



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



- 53. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- 54. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
- 55. Vehicles must observe a 10 kph speed limit within the complex.
- 56. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
- 57. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas.
- 58. The common property parking space marked "Disabled" (located in common property driveway) is for the use of person with disabled stickers only.

## Real Estate Signs

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

## Security and Safety

- 65. The Owners Corporation is unable to provide after hour's access to residents if locked out of the unit. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

## Smoke Detectors

- 66. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.

## Smoking

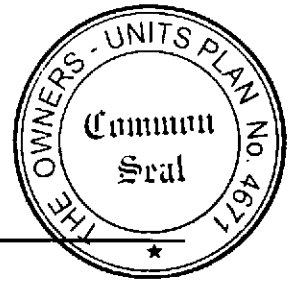
- 67. Smoking is not permitted in any of the common area.
- 68. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor



## Storage

69. For safety and appearance, resident MUST NOT store any items in common property areas including vehicle parking bays.
70. Parking bays are not to be used for general storage other than bicycles.

## Visitors and Guests

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

## Window Coverings

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

## General Information

76. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas or from individual units or storage cages.
77. Residents are responsible for any damage by their guests and visitors.
78. Residents are responsible for any annoyance caused by them to other residents.
79. No shopping trolleys are to be left on common property areas or on the surrounding garden/grassed areas at the complex.
80. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
81. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
82. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
83. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Managing Agent immediately.
84. Festive lights are permitted to be installed on individual balconies with the following conditions being adhered to:
  - Lights must be installed no earlier than 1 December and must be removed no later than 1 February.
  - Lights must not be permanently affixed in any way.
  - Flashing lights are not permitted between the hours of 11.00pm and 6.00am.



# Alternative Rules

UNITS PLAN 4671 – The Foundry

18 Shugg Street, Taylor

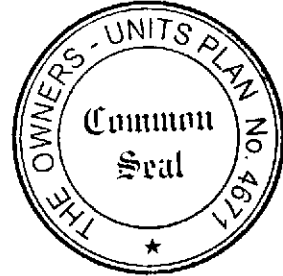
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85. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

## **Attachments**

*Attachment 1 - Pet Approval Application Guidelines*

*Attachment 2 - Default Rules (as amended)*



# Default Rules

## UP4671 – The Foundry

Schedule 1 – Unit Titles (Management) Regulation 2011



*Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.*

### 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 the Act has the same meaning in these Rules.

### 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 - amended

(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~~ Executive Committee; and

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

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

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

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

### 1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

(b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and

(c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and



- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

**1.6 Assistance animals**

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

**1.7 Use of common property**

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

**1.8 Hazardous use of unit**

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

**1.9 Use of unit—nuisance or annoyance**

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

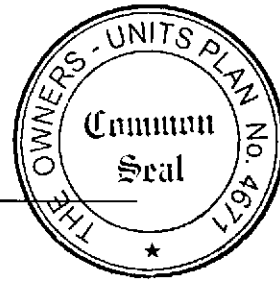
**1.10 Noise**

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

## Default Rules

### UP4671 – The Foundry

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#### 1.11 Illegal use of unit

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

#### 1.12 What may an Executive Committee representative do?

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

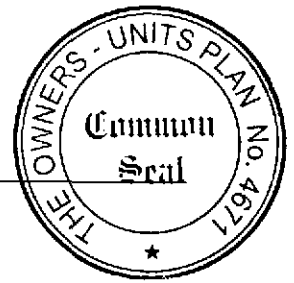
#### 2.0 Execution of documents by owners corporations (refer UTMA, 9A) – *added and amended*

- (1) An owners corporation must execute a document in 1 of the following ways:
  - (a) if the owners corporation has a common seal – by attaching the seal to the document:
    - (i) as authorised by a resolution of the owners corporation; and
    - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
  - (b) without using a common seal:
    - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
    - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the Owners Corporation to:
  - (a) reduced quorum meeting notices;

## Default Rules

### UP4671 – The Foundry

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- (b) Rules registration documents;
- (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
- (d) certifications under Section 119 of the Act;
- (e) any other document requiring the common seal with the written authorisation of the executive committee;

without following procedure outlined in Alternative Rule 2 (1)(a).

- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

### 3.0 Recovery of Legal Fees - *added*

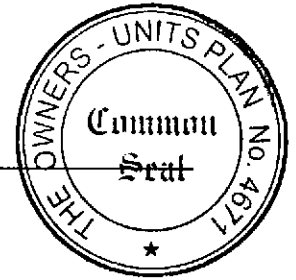
- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.

### 4.0 Alternative Rules - *added*

As attached.



# Pet Consent - Application Guidelines



As outlined in Section 32 of the Unit Titles (Management) Act 2011, all pets must have consent from the Owners Corporation – see extract below:

## **32 Unit owners etc keeping animals**

- (1) A unit owner or occupier of a unit may keep an animal, or allow an animal to be kept, within the unit or the common property—
  - (a) if the animal is an assistance animal; or
  - (b) if the animal is not an assistance animal, only if—
    - (i) if the rules of the owners corporation include a pet friendly rule—the animal is kept in accordance with the pet friendly rule; or
    - (ii) the owners corporation consents to the animal being kept.
- (2) The owners corporation may give consent under this section with or without conditions.

The Executive Committee have been delegated the authority to make all determinations concerning the consent for keeping of animals (refer s.32, (3)(b)) and are also responsible for enforcement of the rules. Furthermore, in relation to assistance animals, the owners corporation may require a person to produce evidence of the status.

## **Conditions of residency**

- a. Pets cannot be accepted unless formal consent has been granted. (It is important that these requirements are conveyed by owners and real estate agents to all prospective buyers and tenants.)
- b. Tenants must first seek consent from the owner of the residence before application is made to the Owners Corporation and a copy of this approval must accompany this application (please refer to *Residential Tenancies Amendment Act 2019*).
- c. A register will be maintained of pets who have consent.
- d. Consent can be withdrawn if a pet is deemed to be causing a nuisance.
- e. 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
- f. The pet owner:
  - ✓ Ensures that the animal is appropriately supervised when the animal is on the common property; and
  - ✓ Keeps the animal secure so that it cannot escape the unit unsupervised; and
  - ✓ Cleans any area of the units plan that is soiled by the animal; and
  - ✓ Takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
  - ✓ 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.

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



# Pet Consent - Application Form



Owner/Property Manager authorisation granted?

Development Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_

Pet Owner Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Pet Owner Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name of pet: \_\_\_\_\_ Age: \_\_\_\_\_

Pet type: Dog / Cat / Bird / Other \_\_\_\_\_ Breed: \_\_\_\_\_

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

Microchip No.: \_\_\_\_\_ Dog Registration No.: \_\_\_\_\_

I/we hereby declare that I/we:

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

Signatures: \_\_\_\_\_  
Owner 1 Owner 2

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

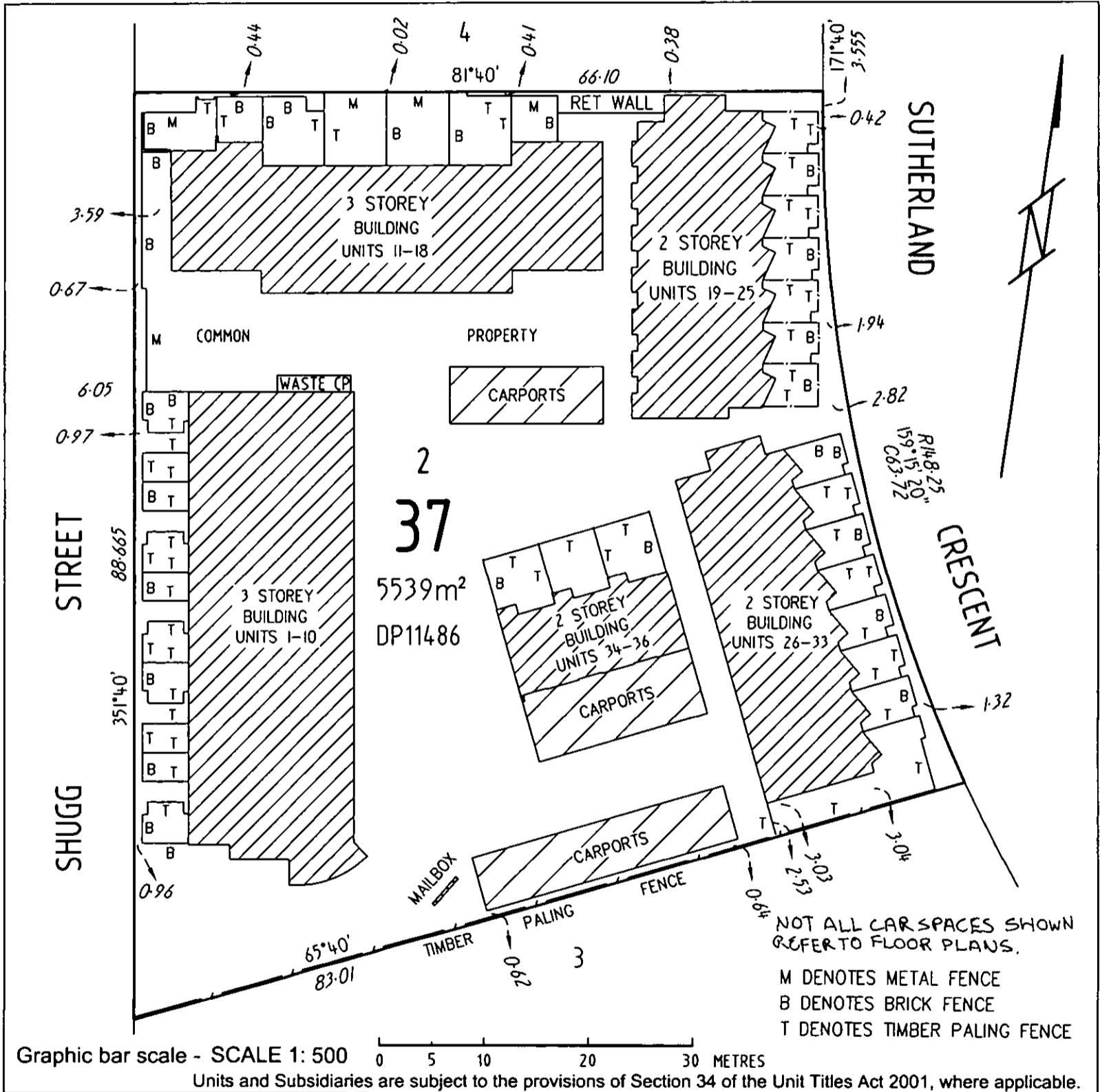
**Please return the completed form to:** LMM Solutions Pty Ltd  
Email: [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au) P: 02 5110 3200

Form 088 - SP

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

**SITE PLAN**

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
TAYLOR	37	2	A	4671



ND TAYLOR PTY LTD  
 Dimitri Nikias  
 Director  
 ACN 117 522 700  
 Registered Proprietor

*[Signature]*  
 14-09-19  
 Registered Surveyor

*[Signature]*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF 2010-29

Authorised by the ACT Parliamentary Counsel - also accessible at [www.legislation.act.gov.au](http://www.legislation.act.gov.au)



**ACT**  
Government

Justice and Community Safety

LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

**SURVEYOR'S DECLARATION**

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2308:66	TAYLOR	37	2	11486	4671

NAME OF MANAGER / OWNERS CORPORATION

SIGNATURE STRATA

ADDRESS FOR SERVICE OF NOTICE

4/21 NAPIER CLOSE, DEAKIN ACT 2600

**SURVEYOR'S DECLARATION**

I, DAVID GEOFFREY SLOAN of VERIS AUSTRALIA PTY LIMITED

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me under my immediate supervision (delete whichever is not applicable) and was completed on 14/05/2019
- The survey is in accordance with the following Acts:
  - Unit Titles Act 2001;
  - Land Titles (Unit Titles) Act 1970;
  - Land Titles Act 1925; and,
  - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

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

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

Signature of Registered Surveyor *David Sloan* 14-05-2019 Dated

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

*V Valley* Lyn Tankey 22 May 2019 Dated  
Delegate of the Authority / Executive

OFFICE USE ONLY  
28 MAY 2019

**SUE**

Form 078

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

District/Division	Section	Block	Unit Plan No
TAYLOR	37	2	4671

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	327	3	2409	41
2	297	3	2409	42
3	297	3	2409	43
4	311	3	2409	44
5	291	3	2409	45
6	297	3	2409	46
7	297	3	2409	47
8	297	3	2409	48
9	297	3	2409	48
10	326	3	2409	50
11	324	2	2409	51
12	321	1	2409	52
13	342	3	2409	53
14	374	3	2409	54
15	374	3	2409	55
16	356	3	2409	56
17	321	1	2409	57
18	327	1	2409	58
19	247	4	2409	59
20	222	3	2409	60
21	222	4	2409	61
22	222	4	2409	62
23	222	4	2409	63
24	222	4	2409	64
25	256	4	2409	65
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ND TAYLOR PTY LTD Dimitri N Kyriakidis Director			Volume	Folio
			2409	40
Signature of Lessee				
Column 1 above is the schedule of unit entitlement approved for the subdivision.				
Dated <u>twenty second</u> this day of <u>May</u> 2019				
<u>V. Valley</u> Lyn Tankey				
Delegate of the Authority/Executive			<u>David Snowden</u> David Snowden Registrar-General 	
			Deputy Registrar-General	



OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block
TAYLOR	37	2

UNITS PLAN No.
4671

INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES						SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPARKS/PORTS		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
18 SHUGG STREET	1	10, 14, 16	G, 1, 2	1	2, 3	10, 14	1	14			3
	2	10, 14, 16	G, 1, 2	2	3	14	1	14	2	10	3
	3	10, 14, 16	G, 1, 2	3	3	14	1	14	2	10	3
	4	10, 14, 16	G, 1, 2	4	3	14	1	14	2	10	3
	5	10, 14, 16	G, 1, 2	5	3	14	1	14	2	10	3
	6	10, 14, 16	G, 1, 2	6	3	14	1	14	2	10	3
	7	10, 14, 16	G, 1, 2	7	3	14	1	14	2	10	3
	8	10, 14, 16	G, 1, 2	8	3	14	1	14	2	10	3
	9	10, 14, 16	G, 1, 2	9	3	14	1	14	2	10	3
	10	10, 14, 16	G, 1, 2	10	3	14	1	14	2	10	3
	11	7, 11, 15	G, 1, 2	11	1, 2	11, 11					2
	12	7, 11, 15	G, 1, 2	12	1	11					1
	13	7, 11, 15	G, 1, 2	13	2	11	1, 3	11, 15			3
	14	7, 11, 15	G, 1, 2	14	2	11	1, 3	11, 15			3
	15	7, 11, 15	G, 1, 2	15	2	11	1, 3	11, 15			3
	16	7, 11, 15	G, 1, 2	16	2	11	1, 3	11, 15			3
	17	7, 11, 15	G, 1, 2	17	1	11					1
	18	7, 11, 15	G, 1, 2	18	1	11					1
	19	8, 12	G, 1	19	2, 3, 4	8, 8, 8			1	8	4
	20	8, 12	G, 1	20	2, 3	8, 8			1	8	3
	21	8, 12	G, 1	21	3, 4	8, 8			1, 2	8, 8	4
	22	8, 12	G, 1	22	3, 4	8, 8			1, 2	8, 8	4
	23	8, 12	G, 1	23	3, 4	8, 8			1, 2	8, 10	4
	24	8, 12	G, 1	24	3, 4	8, 8			1, 2	10, 9	4
	25	8, 12	G, 1	25	3, 4	8, 8			1, 2	10, 9	4
	26	9, 13	G, 1	26	3, 4, 5	9, 9, 9			1, 2	10, 9	5
	27	9, 13	G, 1	27	2, 3	9, 9			1	9	3
	28	9, 13	G, 1	28	2, 3	9, 9			1	9	3
	29	9, 13	G, 1	29	2, 3	9, 9			1	9	3
	30	9, 13	G, 1	30	2, 3	9, 9			1	9	3
	31	9, 13	G, 1	31	2, 3	9, 9			1	9	3
	32	9, 13	G, 1	32	2, 3	9, 9			1	9	3
	33	9, 13	G, 1	33	3, 4	9, 9			1, 2	10, 9	4
	34	9, 13	G, 1	34	1	9			2	9	2
	35	9, 13	G, 1	35	1	9			2	9	2
	36	9, 13	G, 1	36	1	9			2	9	2

ND TAYLOR PTY LTD  
Dimitri NIKIĆ CONSULTING NIKIĆ  
ACN: 317 522 700  
Director  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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

Form 091 - FP

**FLOOR PLAN**

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

--	--

**LEGEND**

C DENOTES COLUMN  
 Y DENOTES YARD  
 B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF KERB  
 \* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN  
 ■ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN  
 ▲ DENOTES BOUNDARY THROUGH CENTRE OF BRICK COLUMN OR PROJECTION CENTRE OF BRICK COLUMN

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

<p>ND TAYLOR PTY LTD  <i>Dimithi Nikias</i>                  Director  </p> <div style="text-align: center;"> </div>	<p></p> <p>.....                  Lyn Tankey Delegate of the                  ACT Planning and Land Authority</p>
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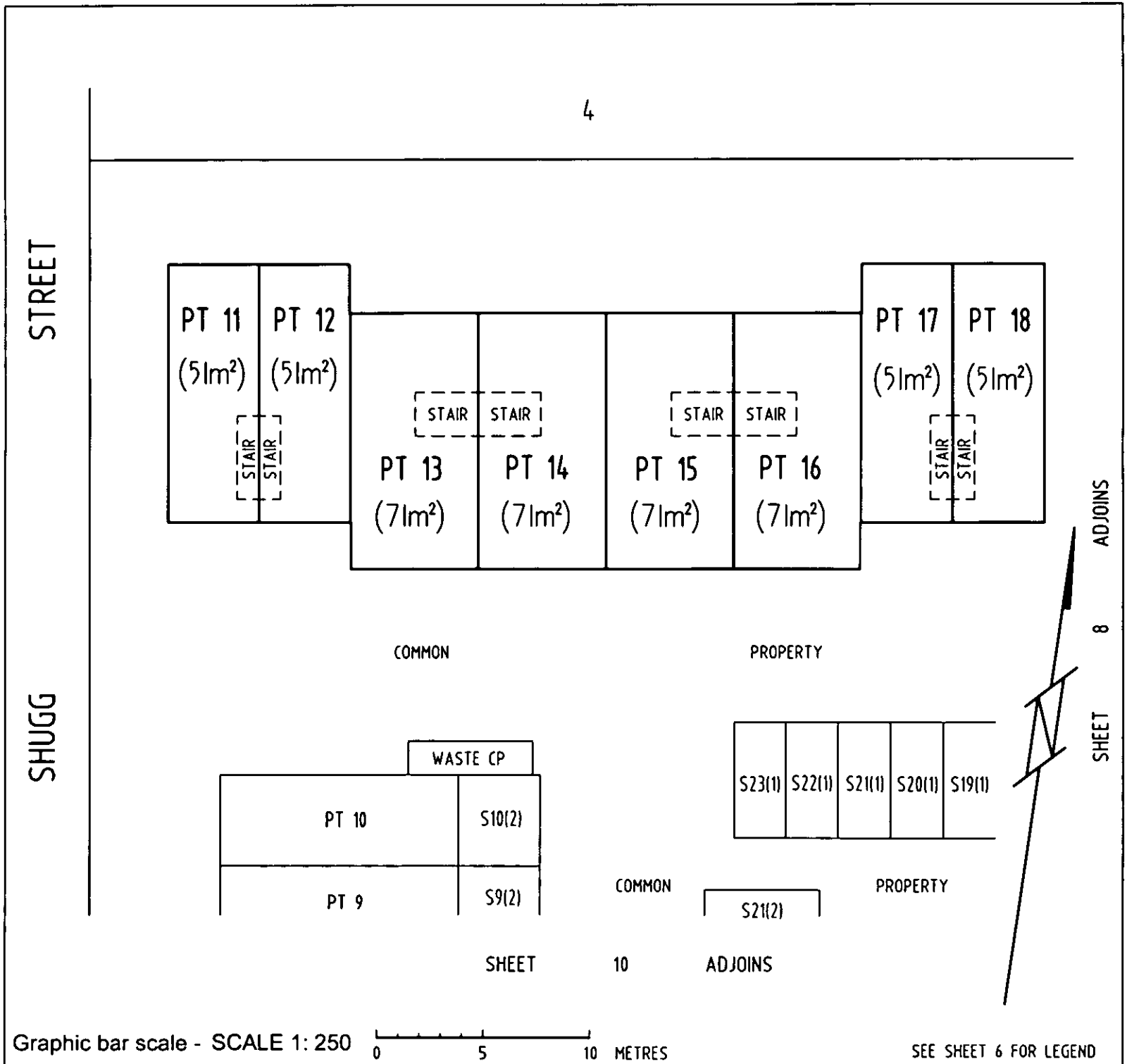
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
*Director*  
 Director  
 ACN: 617 522 700  
 \* Registered Proprietor

*V Vally*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

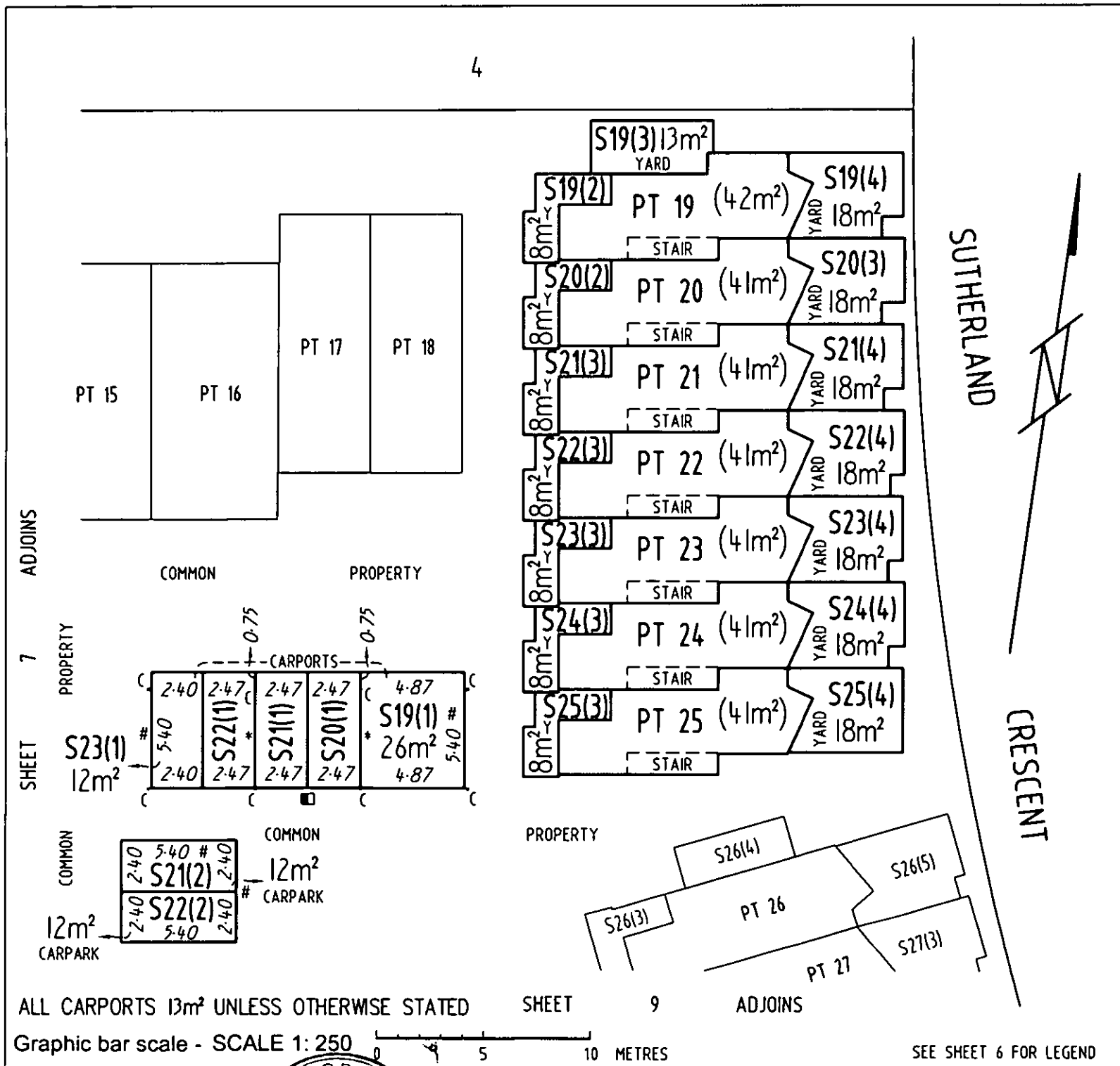
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
 Dimin Niklas  
 Director  
 Registered Proprietor

617 522 700

Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

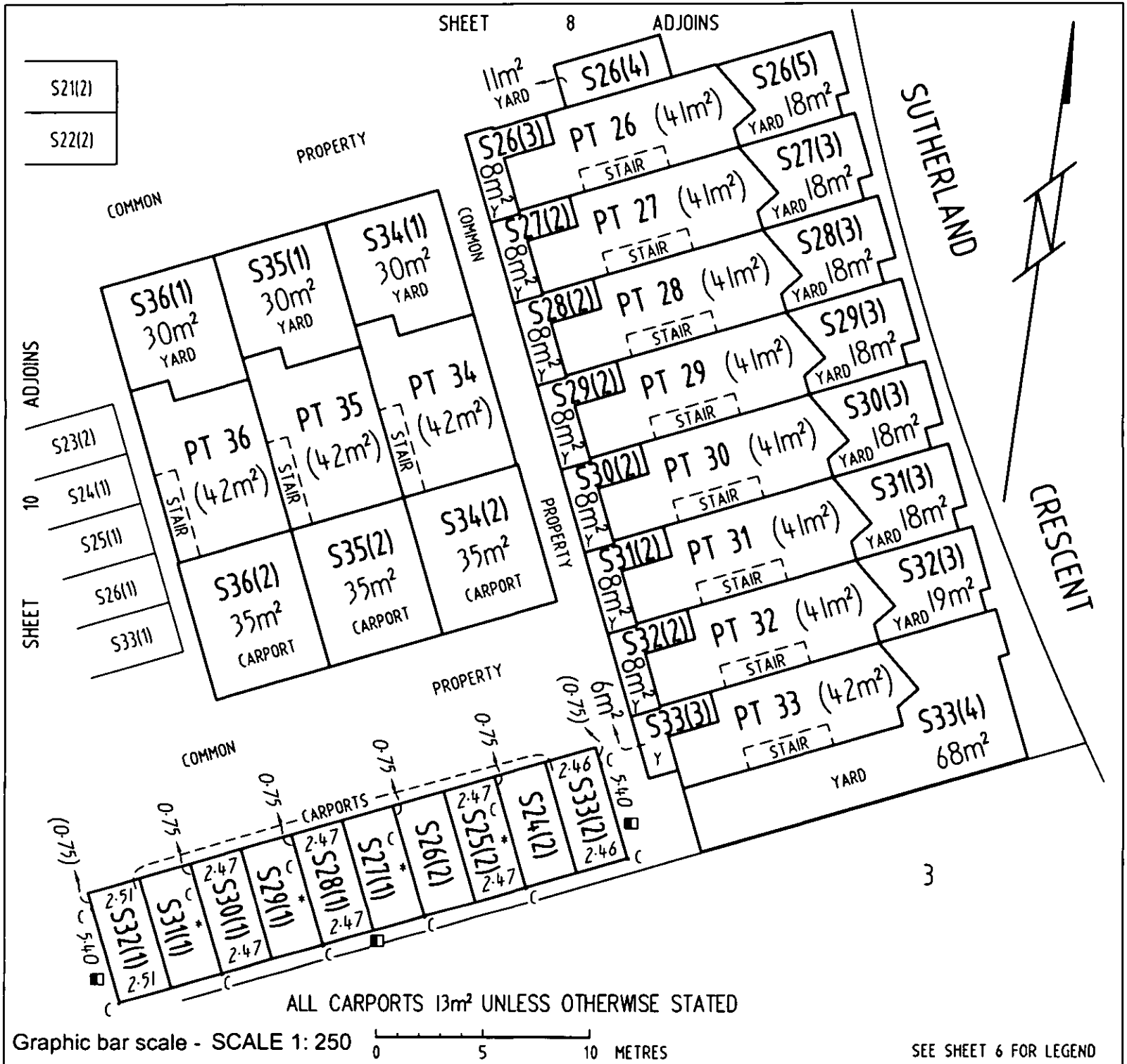
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
*Dimitri N. Taylor*  
 Director  
 Registered Proprietor  
 ACN: 617 522 700

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

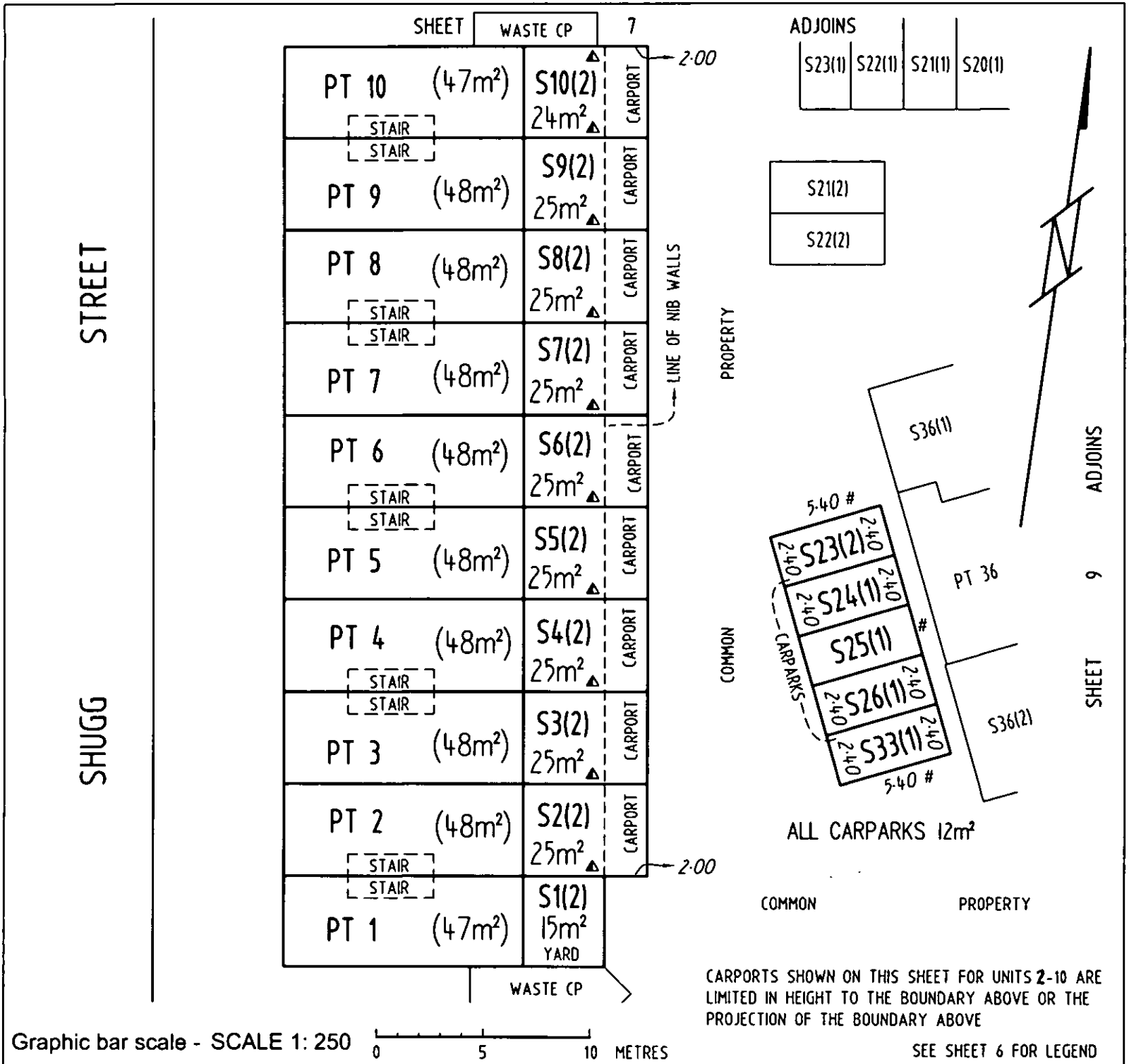
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OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
Dimitrios NIKIAS  
Director  
ACN: 617 522 700  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

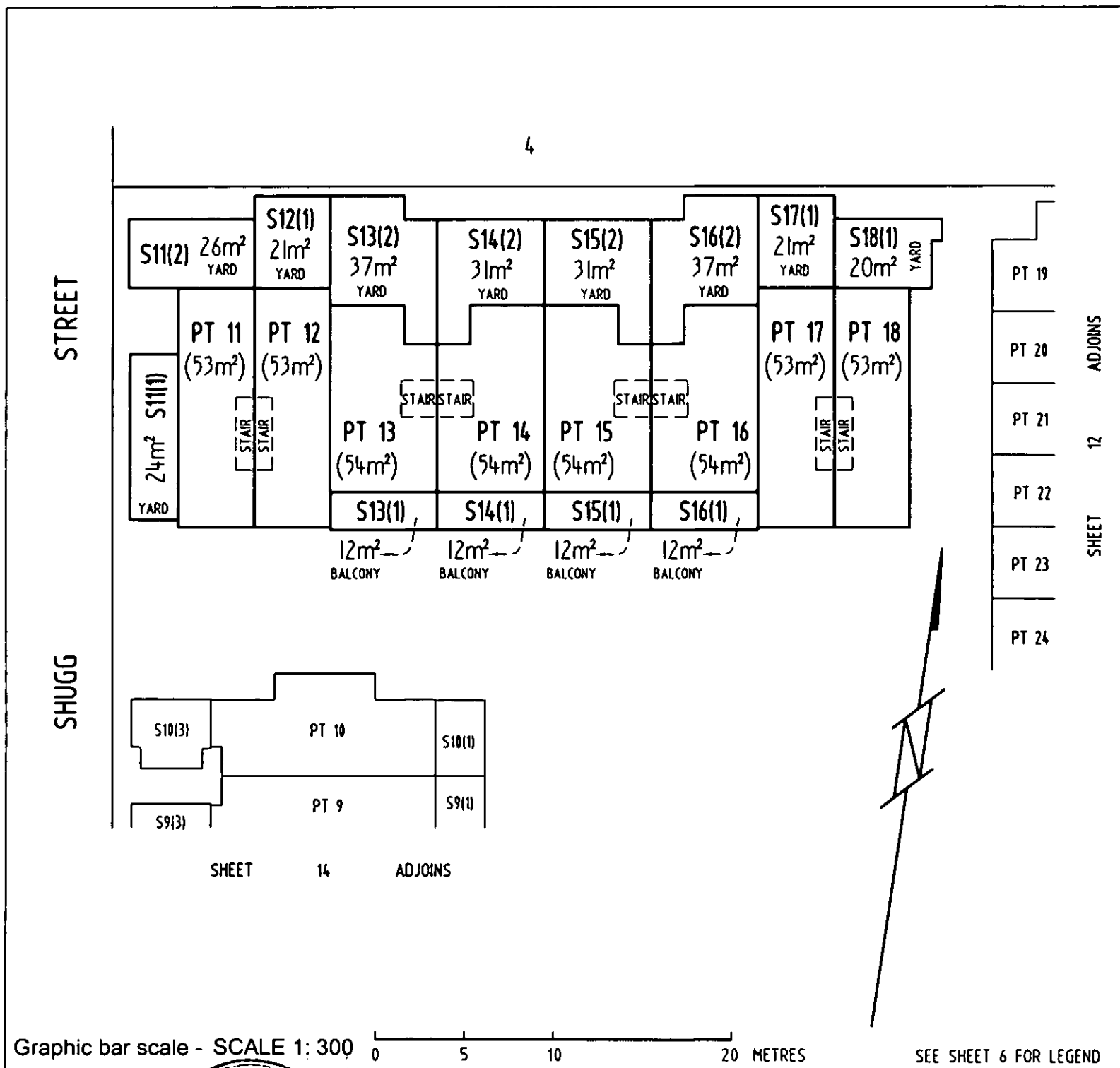
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES
--------------	-------	-------------------------------------



ND TAYLOR PTY LTD  
 Director  
 Director  
 Registered Proprietor

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

617 522 700

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

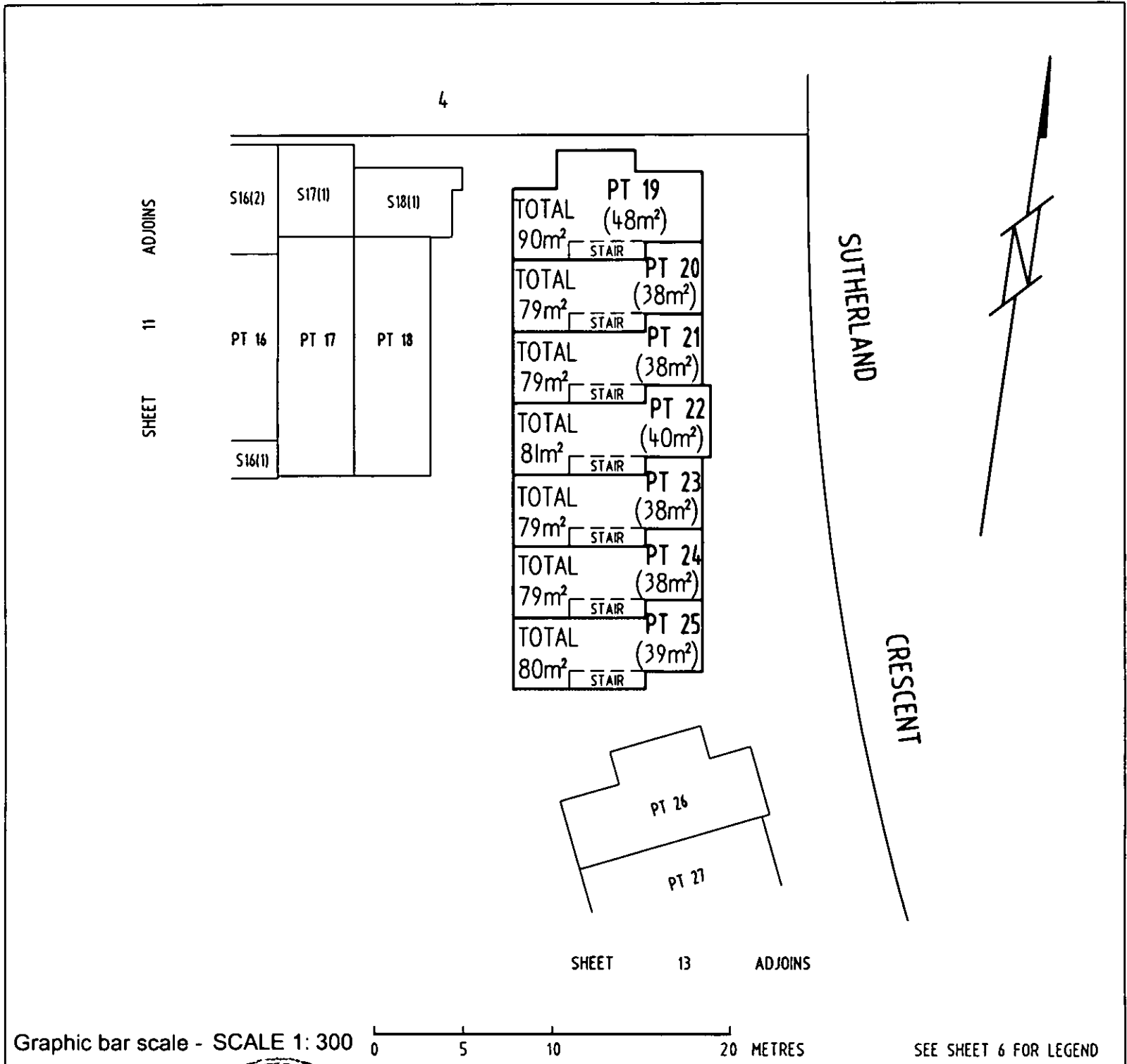
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FLOOR PLAN

Division	Section	Block
TAYLOR	37	2

UNITS PLAN No.
4671

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES
--------------	-------	-------------------------------------



ND TAYLOR PTY LTD  
 Dim H1 Nik...  
 Director  
 Registered Proprietor

*[Signature]*

*[Stamp: TAYLOR PTY LTD, ACT, 617 522 700]*

*[Signature]*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

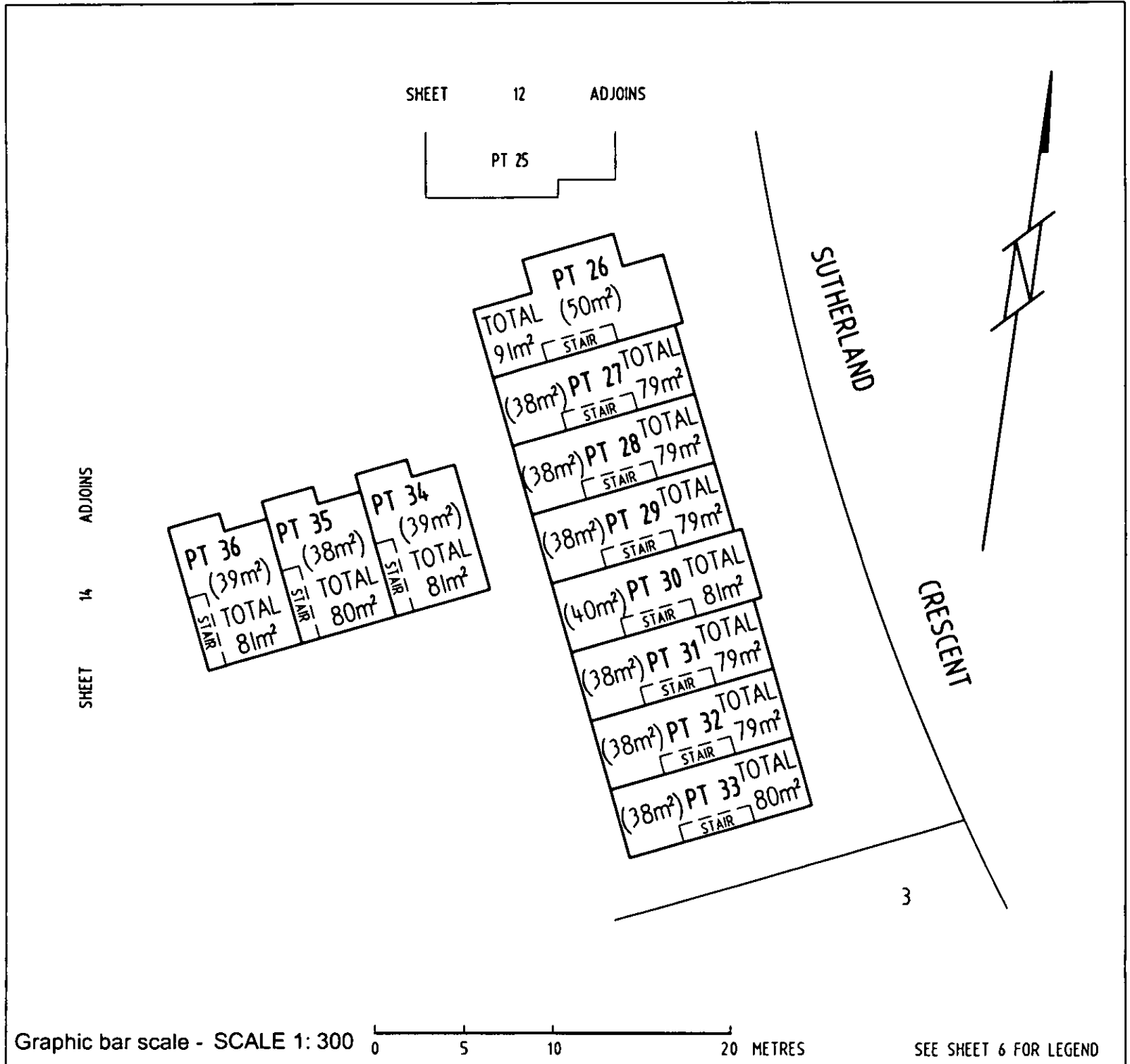
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OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
Dimitri N. Ntalianos  
Director  
*[Signature]*

ND TAYLOR PTY LTD  
ACN: 617 522 700  
\* Registered Proprietor  
*[Signature]*

*[Signature]*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

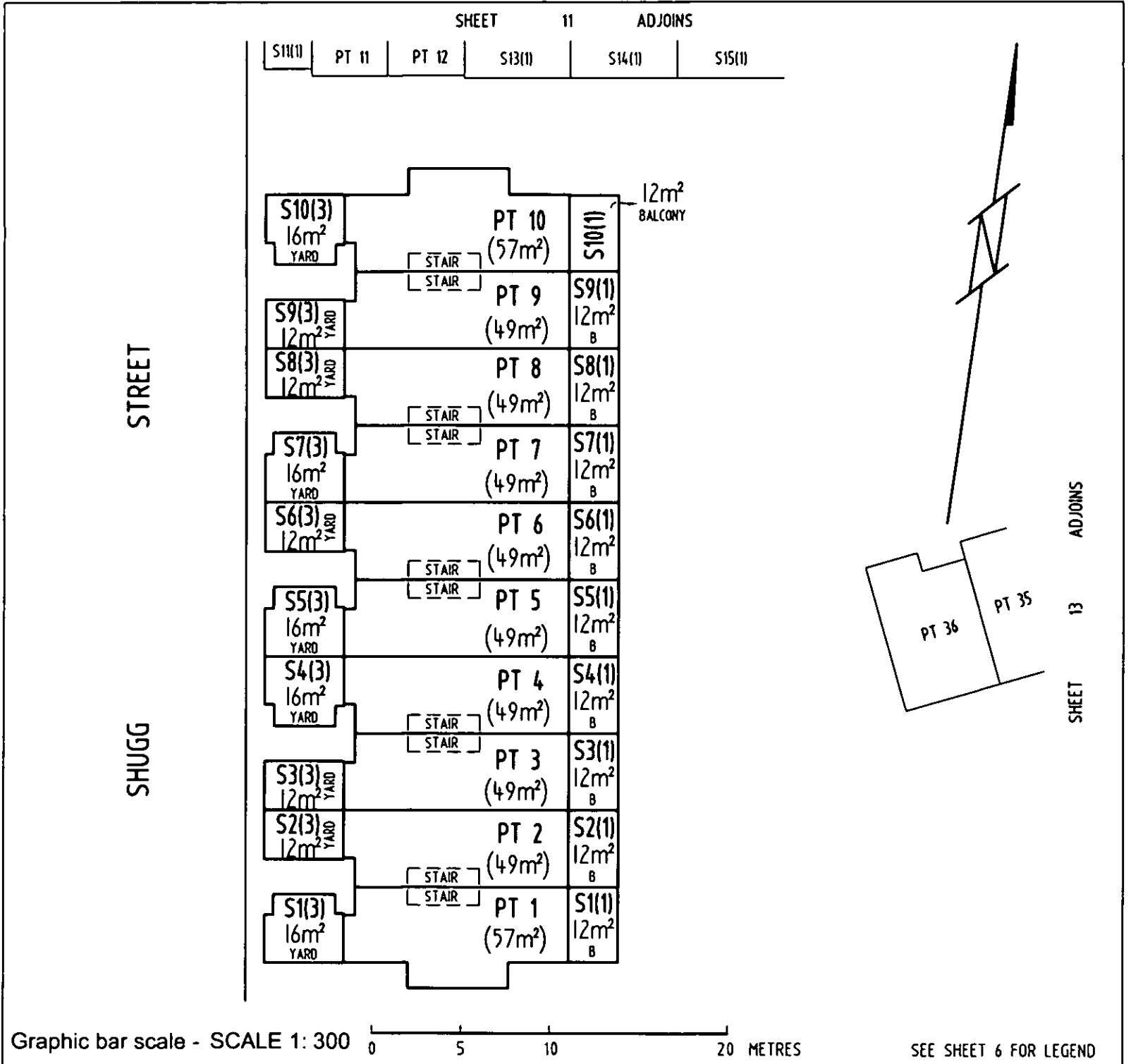
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY, LTD  
*Dim He*  
 Director  
 ND TAYLOR PTY, LTD  
 ACN: 617 522 700  
 Registered Proprietor

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

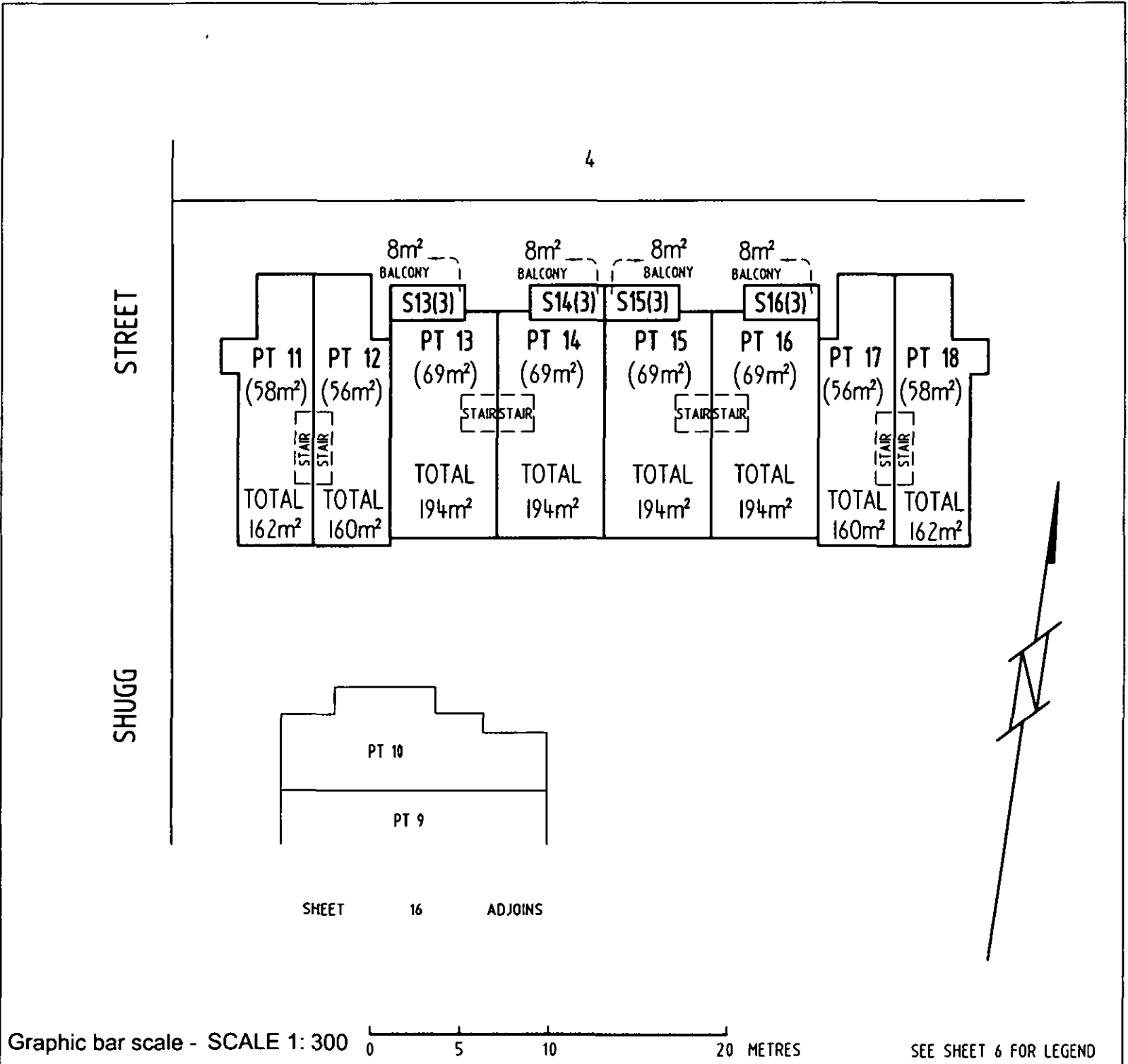
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
TAYLOR	37	2	4671

FLOOR NUMBER	SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES
--------------	--------	-------------------------------------



ND TAYLOR PTY LTD  
*Dimas*  
 Director  
 ND TAYLOR PTY LTD  
 ACN: 617 522 700  
 CONSTANTINOS NIKIAS  
 Director  
 Registered Proprietor

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

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

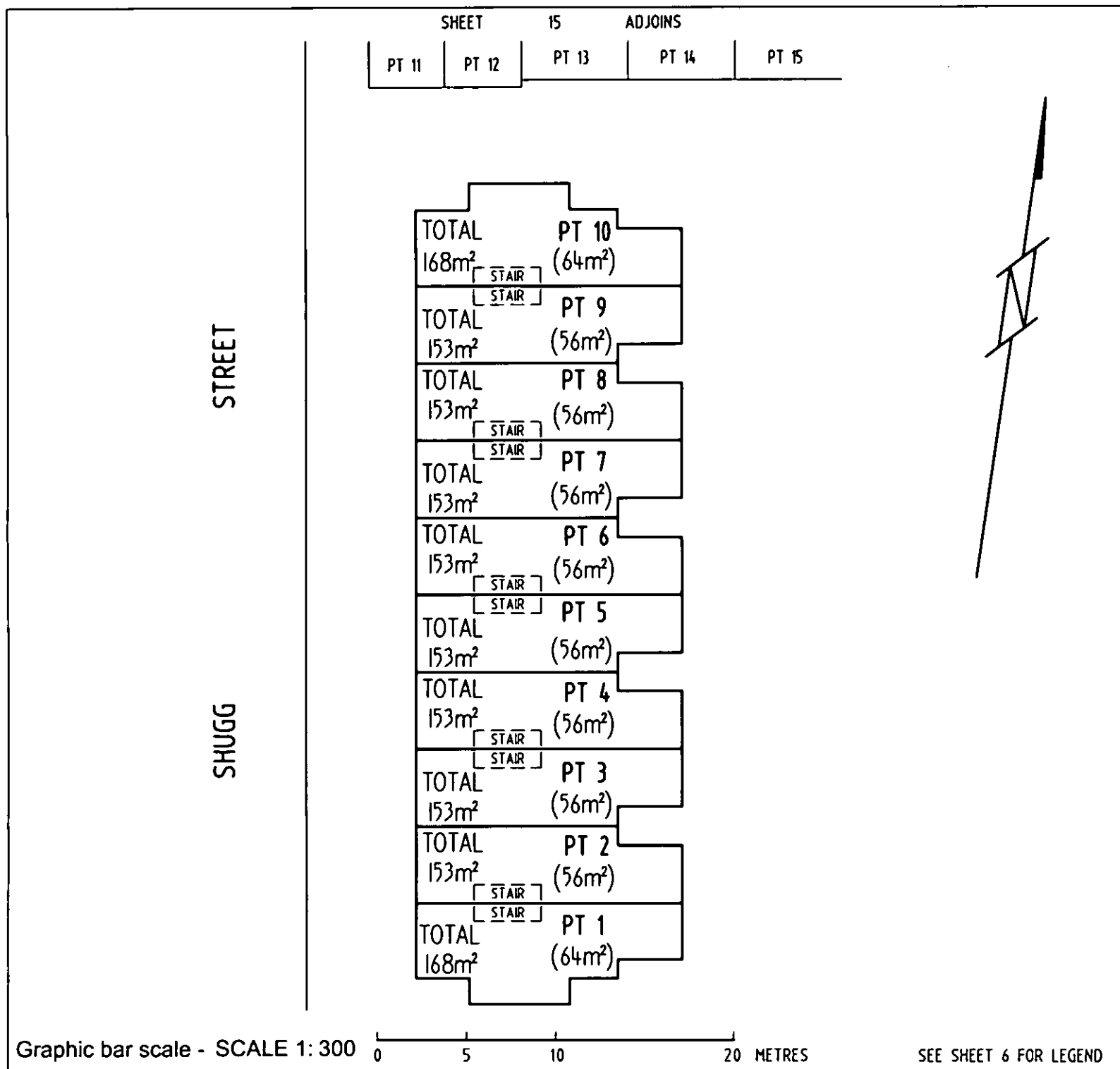
Form 091 - FP

FLOOR PLAN

Division	Section	Block
TAYLOR	37	2

UNITS PLAN No.
4671

FLOOR NUMBER	SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES
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ND TAYLOR PTY LTD  
*Dimitri Nikias*  
 Director  
*Constantinos Nikias*  
 Director  
 Registered Proprietor  
 ACN: 617 522 700

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

# Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4671

Block 2 Section 37 Division of TAYLOR

## 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 tenth day of October Two thousand one hundred and sixteen.   |
| 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 - 36 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:<br><br>(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;<br><br>(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 <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |

Handwritten signatures in black ink, consisting of three distinct marks.

- PURPOSE (c) To use Units 1 to 36 for the purpose of multi-unit housing for not less than thirty two (32) nor more than forty three (43) dwellings;
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (e) 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;
- BUILDING SUBJECT TO APPROVAL (f) 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 (g) 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 (h) 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 (i) 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 (j) 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 (k) 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 (l) 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 (b) RENT 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 (e) POWERS 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:

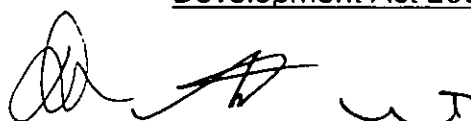
(i) the Authority;

(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

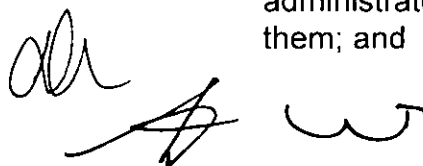
(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

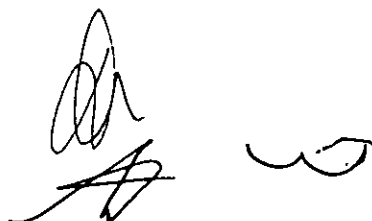
(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;



- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purpose of single dwelling housing for two dwellings;
- (e) "dwelling":
  - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
    - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
  - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the 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;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;

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


Dated this *Twenty second* day of *May* 2019.




Lyn Tankey

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

LESSEE: ND TAYLOR PTY LTD A.C.N. 617 522 700

*Dimitri NIKIAS*  
Director  




*CONSTANTINOS NIKIAS*  
  
Director

# Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4671

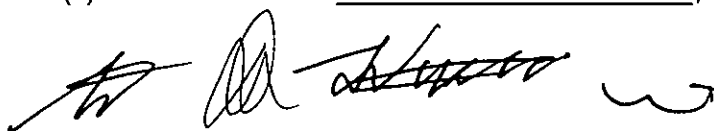
Block 2 Section 37 Division of TAYLOR

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 tenth day of October Two thousand one hundred and sixteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4671 ("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) 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;

Two handwritten signatures in black ink, one above the other, located at the bottom center of the page.

- (e) except where necessary for compliance with Clause 3(d) 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;
- (f) 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;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies;



- (j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth 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.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4671';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;



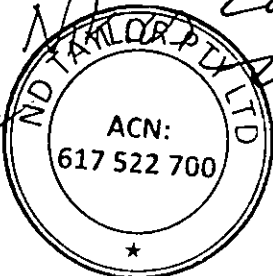
- (f) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the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

Dated this Twenty second day of May 2019.



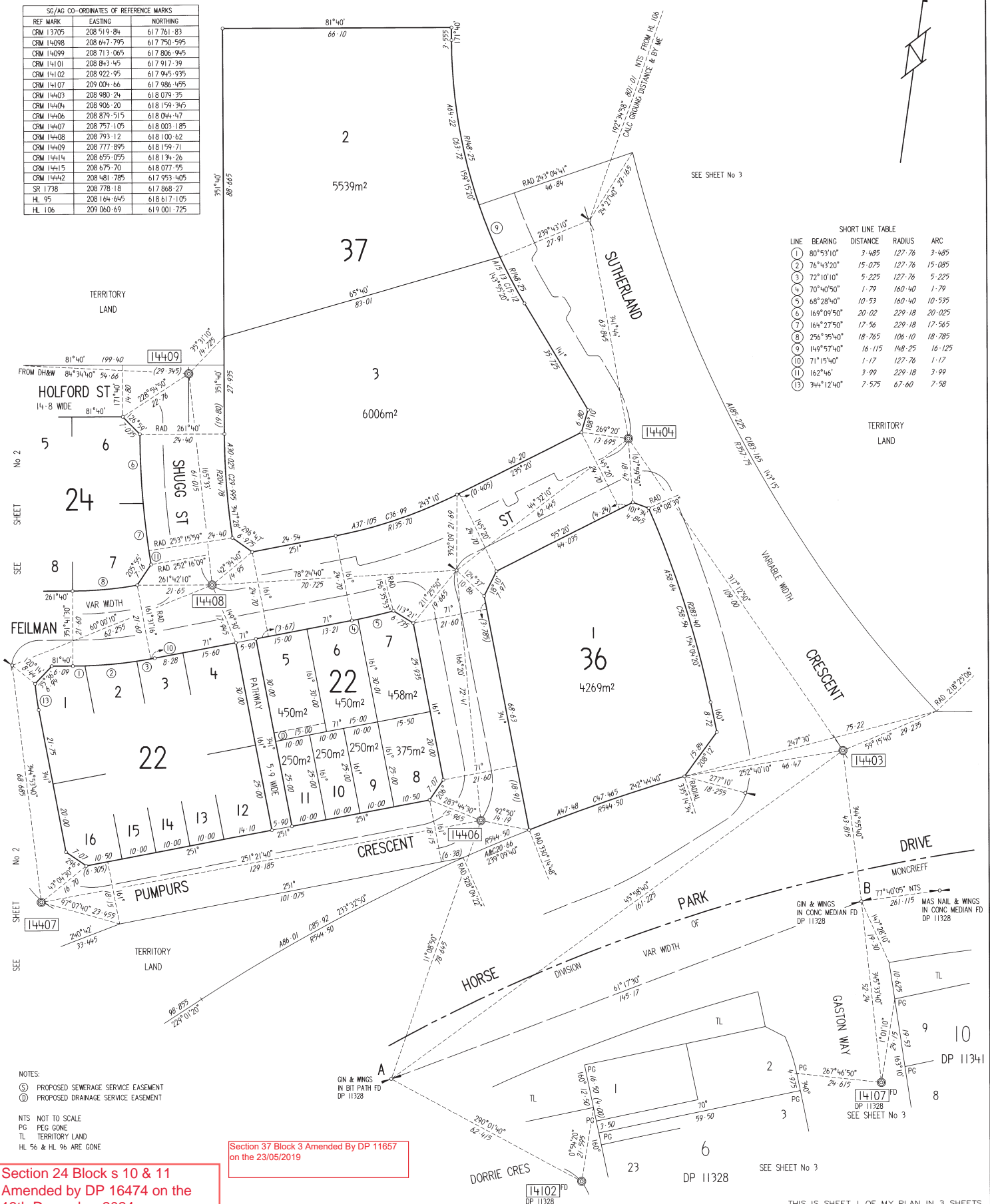
Lyn Tankey  
a delegate of the Planning and Land  
Authority in exercising its functions

LESSEE: ND TAYLOR PTY LTD A.C.N. 617 522 700

*Dimitri N. Constantinou*  
*Director*  
  
*Director*

REF MARK	EASTING	NORTHING
CRM 13705	208 519.84	617 761.83
CRM 14098	208 647.795	617 750.595
CRM 14099	208 713.065	617 806.945
CRM 14101	208 843.45	617 917.39
CRM 14102	208 922.95	617 945.935
CRM 14107	209 004.66	617 986.455
CRM 14403	208 980.24	618 079.35
CRM 14404	208 906.20	618 159.945
CRM 14406	208 879.515	618 044.47
CRM 14407	208 757.105	618 003.185
CRM 14408	208 793.12	618 100.62
CRM 14409	208 777.895	618 159.71
CRM 14414	208 655.055	618 134.26
CRM 14415	208 675.70	618 077.55
CRM 14442	208 481.785	617 953.405
SR 1738	208 778.18	617 868.27
HL 95	208 164.645	618 617.105
HL 106	209 060.69	619 001.725

TERRITORY LAND



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
1	80°53'10"	3.485	127.78	3.485
2	76°43'20"	15.075	127.78	15.085
3	72°10'10"	5.225	127.78	5.225
4	70°40'50"	1.79	160.40	1.79
5	68°28'40"	10.53	160.40	10.535
6	169°09'50"	20.02	229.18	20.025
7	164°27'50"	17.56	229.18	17.565
8	256°35'40"	18.765	106.10	18.785
9	149°57'40"	16.115	148.25	16.125
10	71°15'40"	1.17	127.78	1.17
11	162°46"	3.99	229.18	3.99
13	344°12'40"	7.575	67.60	7.58

No 2 SHEET No 2 SEE SHEET No 2

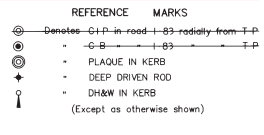
SEE SHEET No 3

TERRITORY LAND

NOTES:  
 (S) PROPOSED SEWERAGE SERVICE EASEMENT  
 (D) PROPOSED DRAINAGE SERVICE EASEMENT  
 NTS NOT TO SCALE  
 PG PEG CONE  
 TL TERRITORY LAND  
 HL 56 & HL 96 ARE CONE

Section 37 Block 3 Amended By DP 11657 on the 23/05/2019

Section 24 Block s 10 & 11 Amended by DP 16474 on the 13th December 2024



NOTE: Azimuth: A-B (Strom)  
 All easements are 2.5 metres wide (Except as otherwise shown)  
 Field Books:

MAIL McDONALD BARNSELY Pty Ltd  
 I, PETER WILLIAM MAYERBERRY of PO BOX 54 JAMISON ACT 2614 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 12 MAY 2017.  
 (Signature) Peter William Mayerberry  
 12/5/2017 Surveyor Registered under the Surveyors Act 2007  
 I certify that this plan is the plan prepared in accordance with the Districts Act 2002  
 R. Jarman 15.5.2017  
 Surveyor-General of the ACT

PLAN OF  
 BLOCKS 1-8 SECTION 21, BLKS 1-16 SEC 22, BLKS 1-6 SEC 23, BLKS 1-13 SEC 24, BLK 1 SEC 36 & BLKS 2-3 SEC 37  
 DIVISION: TAYLOR DISTRICT: GUNGAHLIN AUSTRALIAN CAPITAL TERRITORY  
 SCALE 1:600  
 0 5 10 20 30 40 50 METRES

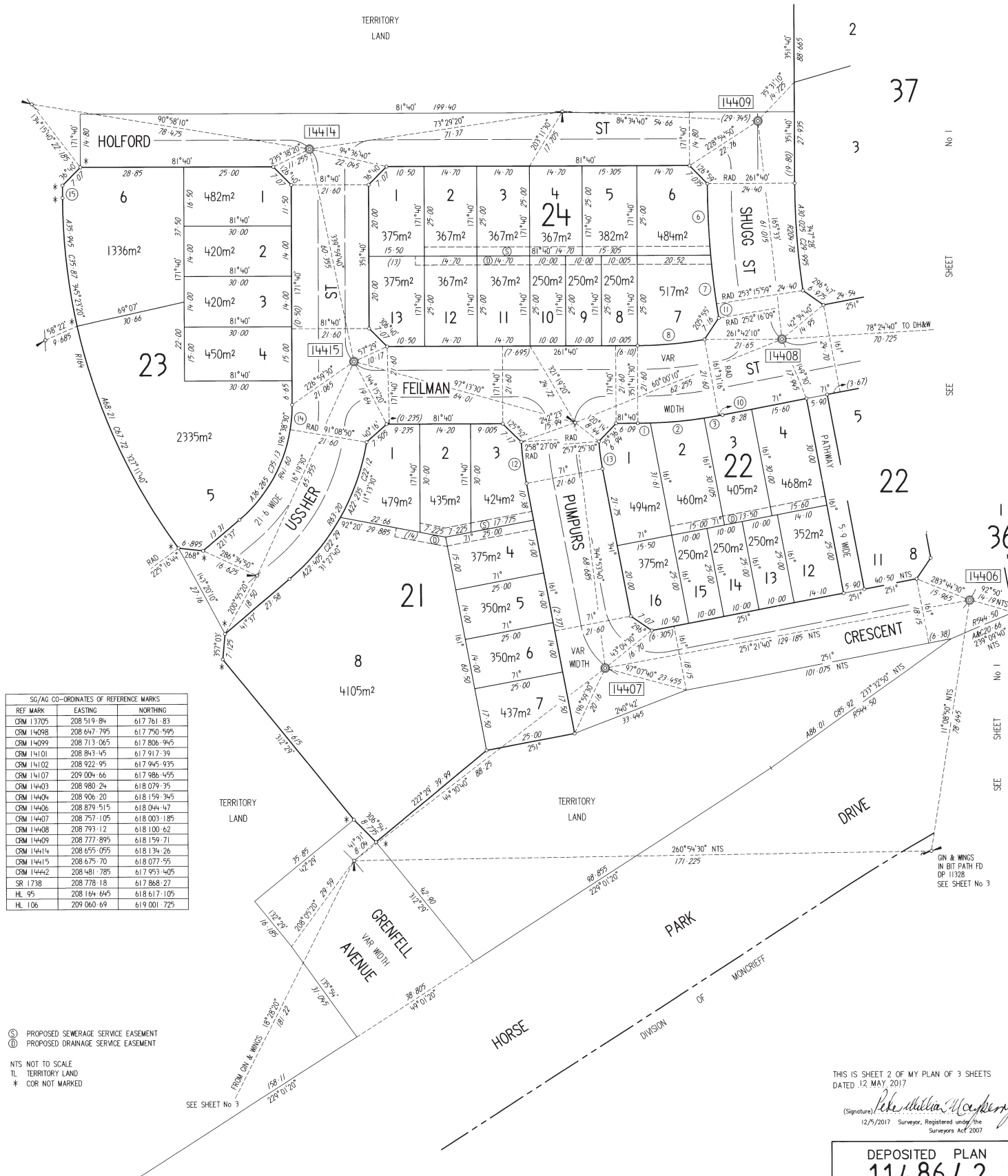
Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 5<sup>th</sup> day of May 2017 at 49 minutes past 12 o'clock in the Afternoon  
 Approved David Snowden Registrar-General  
 Registrar of Titles

DEPOSITED PLAN 11486/1

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
1	80°53'10"	3.485	127.76	3.485
2	76°43'20"	15.075	127.76	15.085
3	72°10'10"	5.225	127.76	5.225
4	164°09'50"	20.02	229.18	20.025
7	164°27'50"	17.56	229.18	17.565
8	256°35'40"	18.765	106.10	18.785
10	71°15'40"	1.17	127.76	1.17
11	162°46'	3.99	229.18	3.99
12	164°43'40"	11.595	89.20	11.60
13	344°12'40"	7.575	67.60	7.58
14	176°24'20"	6.875	41.60	6.885
15	351°40'	3.505		



SG/AG CO-ORDINATES OF REFERENCE MARKS

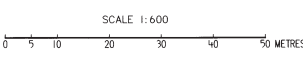
REF MARK	EASTING	NORTHING
CRM 13705	208 519.84	617 761.83
CRM 14098	208 647.795	617 750.595
CRM 14099	208 713.065	617 806.945
CRM 14101	208 843.45	617 917.39
CRM 14102	208 922.95	617 945.935
CRM 14107	209 004.66	617 986.455
CRM 14403	208 980.24	618 079.35
CRM 14404	208 906.20	618 159.945
CRM 14406	208 879.515	618 044.47
CRM 14407	208 757.105	618 003.185
CRM 14408	208 793.12	618 100.62
CRM 14409	208 777.895	618 159.71
CRM 14414	208 855.055	618 134.26
CRM 14415	208 875.70	618 077.55
CRM 14442	208 481.785	617 953.405
SR 1738	208 778.18	617 868.27
HL 95	208 164.645	618 617.105
HL 106	209 060.69	619 001.725

(S) PROPOSED SEWERAGE SERVICE EASEMENT  
 (D) PROPOSED DRAINAGE SERVICE EASEMENT  
 NTS NOT TO SCALE  
 TL TERRITORY LAND  
 \* COR NOT MARKED

THIS IS SHEET 2 OF MY PLAN OF 3 SHEETS DATED 12 MAY 2017

(Signature)  
 12/5/2017 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN 1148612



SURVEYOR'S REFERENCE: 15084-10



HL 95 FD  
ACTGSO PLANS  
CM 324 & RM 3647

HL 106 FD  
BOLT IN CONC  
ACTGSO PLANS  
CM 324 & RM 3647

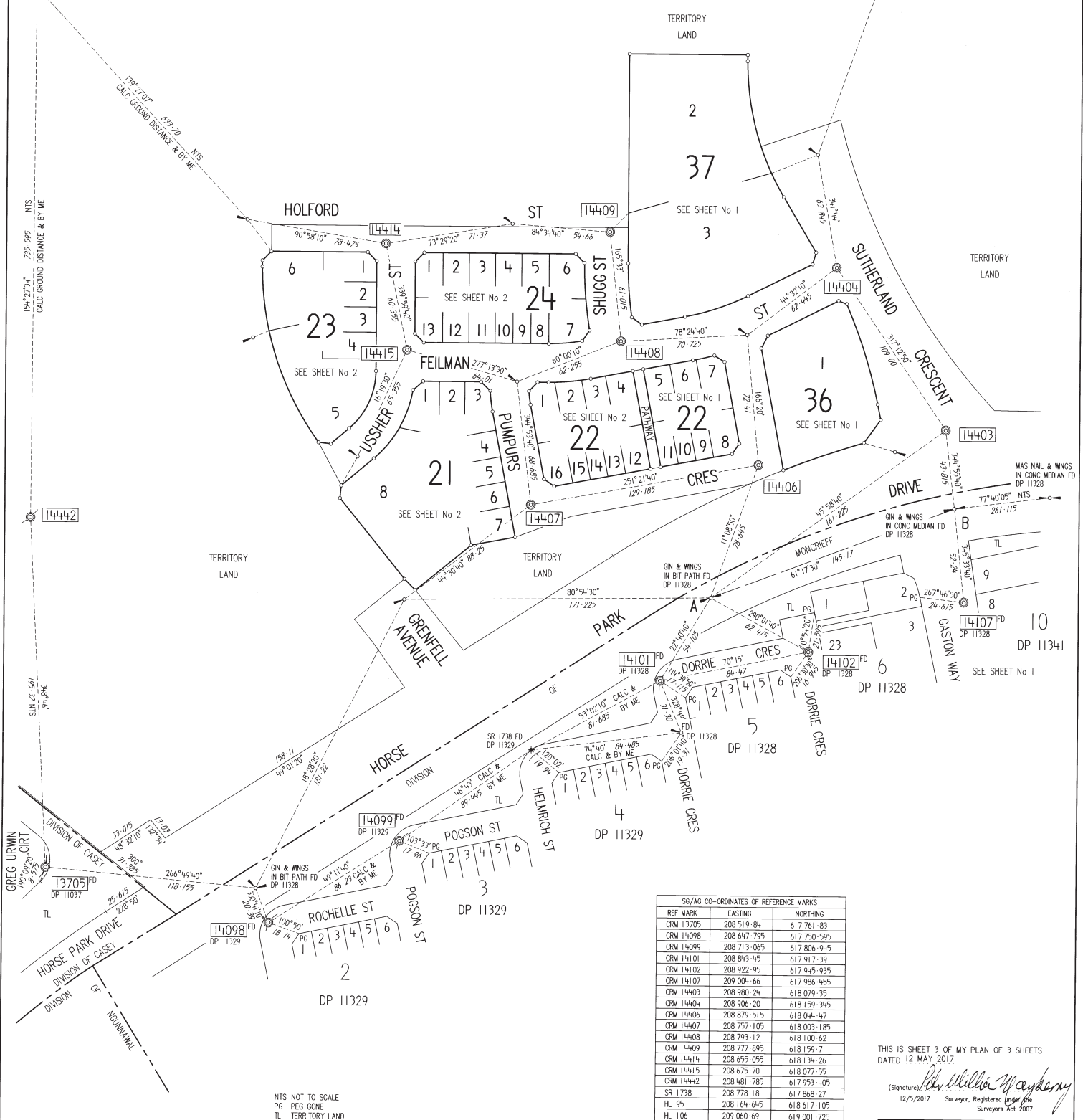
66°46'08" 975.13 NTS  
CALC. GROUND DISTANCE & BY ME

102°34'38" 870.01 NTS  
CALC. GROUND DISTANCE & BY ME

138°21'07" 837.22 NTS  
CALC. GROUND DISTANCE & BY ME

154°27'34" 795.595 NTS  
CALC. GROUND DISTANCE & BY ME

514.26.561  
5% ABN



TERRITORY LAND

TERRITORY LAND

TERRITORY LAND

TERRITORY LAND

TERRITORY LAND

MAS NAIL & WINGS  
IN CONC MEDIAN FD  
DP 11328

GN & WINGS  
IN BIT PATH FD  
DP 11328

GN & WINGS  
IN CONC MEDIAN FD  
DP 11328

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IN BIT PATH FD  
DP 11328

REF MARK	EASTING	NORTHING
CRM 13705	208 519.84	617 761.82
CRM 14098	208 647.795	617 750.595
CRM 14099	208 713.065	617 806.945
CRM 14101	208 843.45	617 917.39
CRM 14102	208 922.95	617 945.935
CRM 14107	209 004.66	617 986.455
CRM 14403	208 980.24	618 079.35
CRM 14404	208 906.20	618 159.345
CRM 14406	208 879.515	618 044.47
CRM 14407	208 757.105	618 003.185
CRM 14408	208 793.12	618 100.62
CRM 14409	208 777.895	618 159.71
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CRM 14415	208 675.70	618 077.55
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SR 1738	208 778.18	617 868.27
HL 95	208 164.645	618 617.105
HL 106	209 060.69	619 001.725

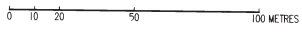
THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS  
DATED 12 MAY 2017

(Signature) *Phillip William Warkentin*  
12/5/2017 Surveyor, Registered Under the  
Surveyors Act, 2007

DEPOSITED PLAN  
114861/3

NTS NOT TO SCALE  
PG PEG GONE  
TL TERRITORY LAND

SCALE 1:1250



SURVEYOR'S REFERENCE: I5084-10



## 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.

<b>Unit</b>	<b>22</b>	<b>Block</b>	<b>2</b>	<b>Section</b>	<b>37</b>	<b>Suburb</b>	<b>TAYLOR</b>
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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) <input type="checkbox"/>   | ( )   | ( X )            |
| Certificate Number: 81009  |       | Dated: 20-MAY-19 |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |       | (see report)     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  |       | (see report)     |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? |       | (see report)     |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?  |       | (see report)     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   |       | (see report)     |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?   |       | (see report)     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   |       | (see report)     |

Applicant's Name : Reddy, Radhika  
 E-mail Address : property@onlondon.com.au  
 Client Reference : 266528

Date: 10-FEB-26 15:22:39



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

10-FEB-2026 15:22

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**TAYLOR Section 37/Block 2/Unit 22**

**Building Class: A**

**Area(m2):** 5,539.8  
**Unimproved Value:** \$4,540,000      **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.

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application**    DA201733195      **Lodged**    05-JAN-18      **Type**    See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 18 three bedroom dwellings with attached garages and 18 two bedroom dwellings with carports, visitor parking, landscaping and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Gungahlin	Taylor	37	2-2	

**-- Involved Parties -----**

Role	Name
Lessee	Nd Taylor Pty Ltd
Lessee	Nd Taylor Pty Ltd
Applicant	Dna Architects

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

10-FEB-2026 15:22

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

Page 2 of 2

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

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

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### The Owners - Units Plan No. 4671

### Unit No: 22

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

#### Entitlements

Unit Entitlement: **222**

Total Building Entitlements: **10,000**

#### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

#### Corporation's records can be inspected at

Address: **LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

#### Members of Corporation's executive committee

Office	Name	Address
Chairperson	<b>Mr Robert Victor Clifford</b>	1/18 Shugg Street TAYLOR ACT 2913
Secretary	<b>Eden Isobel Roser</b>	9/18 Shugg Street TAYLOR ACT 2913
Treasurer	<b>Mr Michael Sinden</b>	17/18 Shugg Street TAYLOR ACT 2913
Committee	<b>Mr Justin Chung-How Yip</b>	10/18 Shugg Street TAYLOR ACT 2913
	<b>Glen William Cloake</b>	7/18 Shugg Street TAYLOR ACT 2913
	<b>Mr Najem-Al-Deen Hamedeh</b>	29/18 Shugg Street TAYLOR ACT 2913

#### Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$1,620.60**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/05/25 to 31/07/25	405.15	01/07/25	02/07/25	0.00	01/07/25
01/08/25 to 31/10/25	405.15	01/10/25	02/10/25	0.00	01/10/25
01/11/25 to 31/01/26	405.15	01/01/26	05/01/26	0.00	01/01/26
01/02/26 to 30/04/26	405.15	01/04/26		0.00	01/04/26

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 4671 - Unit 22

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

Paid to **31/01/26**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$444.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/05/25 to 31/07/25	111.00	01/07/25	02/07/25	0.00	01/07/25
01/08/25 to 31/10/25	111.00	01/10/25	02/10/25	0.00	01/10/25
01/11/25 to 31/01/26	111.00	01/01/26	05/01/26	0.00	01/01/26
01/02/26 to 30/04/26	111.00	01/04/26		0.00	01/04/26

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

Paid to **31/01/26**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable		<b>10.00</b> per cent		<b>Nil</b>

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

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

**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 4671 - Unit 22****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Strata Insurance	HU0006043594	18,766,000.00	14/03/26	17/02/25	29,188.56
<i>LOSS OF RENT</i> CHU Strata Insurance	HU0006043594	2,814,900.00	14/03/26	17/02/25	29,188.56
<i>CATASTROPHE</i> CHU Strata Insurance	HU0006043594	2,814,900.00	14/03/26	17/02/25	29,188.56
<i>PUBLIC LIABILITY</i> CHU Strata Insurance	HU0006043594	20,000,000.00	14/03/26	17/02/25	29,188.56
<i>FIDELITY GUARANTEE</i> CHU Strata Insurance	HU0006043594	100,000.00	14/03/26	17/02/25	29,188.56
<i>OFFICE BEARERS</i> CHU Strata Insurance	HU0006043594	1,000,000.00	14/03/26	17/02/25	29,188.56
<i>VOLUNTARY WORKERS</i> CHU Strata Insurance	HU0006043594	\$200,000/\$2,000	14/03/26	17/02/25	29,188.56
<i>GOVT AUDIT COSTS</i> CHU Strata Insurance	HU0006043594	25,000.00	14/03/26	17/02/25	29,188.56
<i>LEGAL EXPENSES</i> CHU Strata Insurance	HU0006043594	50,000.00	14/03/26	17/02/25	29,188.56
<i>WORKPLACE H&amp;S</i> CHU Strata Insurance	HU0006043594	100,000.00	14/03/26	17/02/25	29,188.56
<i>MACHINERY BREAKDOWN</i> CHU Strata Insurance	HU0006043594	100,000.00	14/03/26	17/02/25	29,188.56
<i>LOT OWNERS IMPROVE</i> CHU Strata Insurance	HU0006043594	\$250,000 per lot	14/03/26	17/02/25	29,188.56
<i>WORKERS COMPENSATION</i> CHU Strata Insurance	HU0006043594	Not Included	14/03/26	17/02/25	29,188.56
<i>COMMON AREA CONTENTS</i> CHU Strata Insurance	HU0006043594	186,110.00	14/03/26	17/02/25	29,188.56

**Fund Balances**

Balances as at: 11 February 2026

Administrative Fund	32,105.50
Sinking Fund	46,783.05

# **UNIT TITLE SALE CERTIFICATE**

**Section 119 (1) (a)**

**Units Plan No. 4671 - Unit 22**

## **Developer Control Period**

Developer Control Period Expiry Date: 28 May 2019

## **Borrowed Money**

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

NIL

## **Sustainability Infrastructure**

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

NONE

## **Crown Lease Extension Application**

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

NOT APPLICABLE

## **Ongoing Development Approval**

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

NONE

# **UNIT TITLE SALE CERTIFICATE**

**Section 119 (1) (a)**

**Units Plan No. 4671 - Unit 22**

## **Embedded Network**

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

(i) Which utility service the embedded network applies to

None

(ii) The name of the embedded network provider

Not Applicable

**This certificate has been prepared by LMM Solutions pursuant to delegated management authority granted by the Owners Corporation. The information contained herein is accurate and complete to the best of our knowledge as at the date specified below.**

Dated at Canberra the **11 February 2026**





**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

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

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18 June 2024

To all Owners  
UP4671 – The Foundry  
18 Shugg Street  
TAYLOR ACT 2913

Dear Owner

**UP4671 - THE FOUNDRY**  
**Minutes of Annual General Meeting 2024**

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

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

Yours faithfully

**Michael Cassidy**  
Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** MichaelC@LMMsolutions.com.au

# MINUTES OF ANNUAL GENERAL MEETING 2024

## UNITS PLAN 4671 - THE FOUNDRY

### 18 SHUGG STREET, TAYLOR

**Held:** On Thursday, 13 June 2024 at 5.30 p.m.

**Location:** Onsite - Unit 1, 18 Shugg Street, Taylor.

**Present:** Mr R Clifford (Unit 1), Mr G Cloake & Ms T Armour (Unit 7), Ms D Buchan (Unit 8), Ms E Roser (Unit 9), and Mr M Sinden (Unit 17).  
Mr M Cassidy & Ms A Tetley representing LMM Solutions Pty Ltd.

**Absentees:** Mr J & Mrs S Yip (Unit 10).

**Chair:** Mr M Sinden was elected chairperson for the meeting.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

---

**MOTION 1:** It was resolved that the Owners Corporation of UP4671 confirm that they have reviewed each of the tabled items (as above). **CARRIED**

#### MINUTES

---

**MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

#### Matters arising from Minutes

None.

#### INSURANCE

---

Those present agreed that the current cover appeared adequate at this time.

#### ACCEPTANCE OF FINANCIAL STATEMENTS

---

**MOTION 3:** It was resolved that the Owners Corporation of UP4671 accept the financial statements as presented. **CARRIED**

#### BUDGET DEBATE

---

##### Administrative Fund

**MOTION 4:** It was resolved that the proposed Administrative Fund contribution of \$73,000.00 and expenditure amount of \$72,628.00 be adopted. **CARRIED**

##### Sinking Fund

**MOTION 5:** It was resolved that proposed Sinking Fund contribution of \$12,887.00 and expenditure amount of \$2,314.00 be adopted. **CARRIED**

## Administrative and Sinking Fund Levy Contribution

**MOTION 6:** It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 May 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 May 2024	31 July 2024	15 July 2024
Levy 2	1 August 2024	31 October 2024	1 October 2024
Levy 3	1 November 2024	31 January 2025	1 January 2025
Levy 4	1 February 2025	30 April 2025	1 April 2025

**CARRIED**

## STRATA MANAGEMENT AGENCY AGREEMENT

---

**MOTION 7:** It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

**CARRIED**

*Secretarial note - the Management Agreement was signed by two Committee members present and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.*

## ELECTION OF COMMITTEE

---

**MOTION 8:** It was resolved that the Owners Corporation of UP4671 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.

**CARRIED**

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

Chair -	Mr R Clifford	Member -	Mr J Yip (nominated)
Secretary -	Ms E Roser	Member -	Ms D Buchan
Treasurer -	Mr M Sinden	Member -	Mr G Cloake
		Member -	Mr N Hamedeh

## **GENERAL BUSINESS**

---

### **Painting Maintenance Plan**

Owners present agreed to sign off on Higgin's maintenance report confirming satisfactory work concerning the 8 hours of re-painting the steel expansion joints of the cladding, for year 2 of the maintenance plan.

### **U11 Water Leak**

Owners present discussed multiple water leaks at the development, it was confirmed that The Foundry is now out of their warranty period with Nikias Diamond.

Specific to Unit 11, the Owners Corporation will engage a roofing contractor to inspect and quote on rectifications and for this to be raised with Nikias Diamond for their consideration.

Should Nikias Diamond not accept responsibility the Owners Corporation will facilitate the rectifications of Unit 11's roof and internal damage.

### **Bin Dumping**

Owners discussed the state of the waste area, expressing their displeasure on multiple items being dumped, including fencing, boxes and chairs. Owners are reminded to ensure that the waste is placed in the designated hoppers, no waste can be left on the ground at any point, and all household items are to be discarded at appropriate Government centres.

If this behaviour continues, the Owners Corporation will have the items removed and the cost will be forwarded to the unit(s) responsible.

If you have any further information on the matter, please contact LMM Solutions.

### **Renters**

An Owner queried the current percentage of tenanted units at The Foundry, confirming that of the 36 units, 14 units are tenanted based on the information we have on our current records.

### **Common Property Light Bollards**

Maritex attended to The Foundry and replaced all 28 common property light bollards, Owners noted that the lighting situation has drastically improved.

The bollards that have been installed drain well, residents may notice some condensation however, the top of the bollards can be screwed off so the LED bulbs can be replaced without requiring a re-attendance by Maritex.

In the past, the Owners Corporation had five of the twenty-eight bollards replaced, having them all replaced takes away the safety concern of failing lights for the residents.

### **CCTV Applications**

The Executive Committee must approve all external alterations, including CCTV. Attached with these Minutes is a form for CCTV, please fill out the form and provide it to LMM to be raised accordingly.

### **EV Charging**

Mr M Sinden mentioned the need to have EV Charging on the radar for the coming years once it is more prevalent in the community, it was suggested having two of the visitor parking spots

adjusted into EV Charging ports with a tap and charge system to charge the cost onto the residents using the spot. This will be further considered by the Committee.

### **Visitor Parking + Bollards**

Owners mentioned the issues reoccurring with the visitor parking spots being taken up by residents of the development, or neighbouring developments.

It was agreed for Mr R Clifford to investigate possible options for the Owners Corporation concerning having coded raised bollards in the spots to eliminate the issue of having the visitor spots utilised incorrectly. All residents would be provided the code for their visitor and can be charged periodically if necessary.

In a follow-up to the bollard discussion, further concerns were raised regarding the visitor parking spots.

If you notice a frequent offender, please ensure that a photo and information of dates and times is sent to LMM Solutions so a Notice can be sent out.

If residents are aware of who the car(s) belong to, please inform LMM, the unit will be contacted.

### **Insurance**

With the growing number of Committee members into this next financial year, the current insurance handler Ms D Buchan will provide a brief of how the Owners Corporation undertakes the insurance process, so the responsibility does not fall on to one Owner.

Confirmation that the Owners Corporation continues to manage their insurance directly and not through the broker used by LMM Solutions.

### **Noise**

Recent complaints have been raised regarding noise from units. A reminder will be sent out to all Owners and Property Managers requesting they take all measures possible to ensure that no disturbances are caused onto other residents.

With the proximity of the units, it is expected that not all noise can be stopped however, residents are urged to be mindful of how much noise is originating from their units.

Should this behaviour continue, and unit(s) are provided to LMM Solutions, your Committee may initiate a Rule Infringement process against the unit, with those notices incurring fees on to the Owner's levy account.

### **Unit 8 Advertising**

Owners agreed that Unit 8 be allowed to have a real estate advertising sign outside of their unit.

### **Pigeons**

Owners discussed the issue concerning pigeons and the damage that has been caused in the past. It was agreed to investigate having bird spikes and netting installed on the roof in the main issue areas.

Another suggestion was to have gutter guards installed on the roof of the development, which may alleviate some of the issues, including build up of leaves and debris.

An Owner of the development is licensed to install the products, in conjunction with your Committee a quote will be sourced to have this undertaken.

**With no further business, the meeting closed at 6.30 pm.**

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

**Part A - Details of reduced quorum decisions†**

---

**A1 - The Owners Units Plan No:** 4671

**A2 - General Meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 13 June 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).
- Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 - Reduced quorum decisions**

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

Date of decision: Thursday, 13 June 2024.

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Friday, 14 June 2024.

Signed:

*Michale*

Title:

Strata Manager



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

## **NOTICE OF REDUCED QUORUM DECISIONS**

### **Part B - General information**

---

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

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

#### **B3 - How may reduced quorum decisions be disallowed?**

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

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

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

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

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

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



**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

P 02 5110 3200  
E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

---

6 June 2025

To all Owners  
UP4671 – The Foundry  
18 Shugg Street  
TAYLOR ACT 2913

Dear Owner

**UP4671 - THE FOUNDRY**  
**Minutes of Annual General Meeting 2025**

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

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

Yours faithfully

**Michael Cassidy**  
Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** [MichaelC@LMMsolutions.com.au](mailto:MichaelC@LMMsolutions.com.au)

# MINUTES OF ANNUAL GENERAL MEETING 2025

## UNITS PLAN 4671 - THE FOUNDRY

### 18 SHUGG STREET, TAYLOR

- Held:** Thursday, 29 May 2025 at 5.30 p.m.
- Location:** LMM Solutions - Level 1, 26 Thynne Street, Bruce, and via Teleconference.
- Present** online: Mr R Clifford (Unit 1), H Wang (Unit 2), Ms E Roser (Unit 9), Mr M Sinden (Unit 17) and R Mondal (Unit 26).  
Mr M Cassidy, representing LMM Solutions Pty Ltd.
- Proxies:** None.
- Absentees:** Mr J & Mrs S Yip (Unit 10).
- Apologies:** None.
- Chair:** Mr M Sinden was elected chairperson for the meeting.  
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

---

- MOTION 1:** It was resolved that the Owners Corporation of UP4671 confirm that they have reviewed each of the tabled items (as per Notice).

**CARRIED**

#### MINUTES

---

- MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.

**CARRIED**

#### Matters arising from Minutes

None.

#### INSURANCE

---

Those present agreed that the current cover appeared adequate at this time.

*Secretarial Note - previously, the Owners Corporation managed its own insurance; however, members present agreed to engage a broker through LMM Solutions to oversee the process and seek a tender for the policy.*

## ACCEPTANCE OF FINANCIAL STATEMENTS

---

**MOTION 3:** It was resolved that the Owners Corporation of UP4671 accept the financial statements as presented. **CARRIED**

## BUDGET DEBATE

---

### Administrative Fund

**MOTION 4a:** That the proposed Administrative Fund contribution of \$73,000.00 and expenditure amount of \$73,898.27 be adopted. **LASPED**

**MOTION 4b:** It was resolved that the proposed Administrative Fund contribution of \$73,000.00 and expenditure amount of \$77,516.27 be adopted. **CARRIED**

*Secretarial Note - the Manager noted that the proposed budget inadvertently omitted next year's external painting costs with Higgins Painting. This oversight was corrected by incorporating it as an expenditure item, ensuring unit contributions remain unaffected. An amended budget is attached to this document for reference.*

### Sinking Fund

**MOTION 5:** It was resolved that the proposed Sinking Fund contribution of \$20,000.00 and expenditure amount of \$1,985.00 be adopted. **CARRIED**

### Administrative and Sinking Fund Levy Contribution

**MOTION 6:** It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 May 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 May 2025	31 July 2025	1 July 2025
Levy 2	1 August 2025	31 October 2025	1 October 2025
Levy 3	1 November 2025	31 January 2026	1 January 2026
Levy 4	1 February 2026	30 April 2026	1 April 2026

**CARRIED**

**Important information:** Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

## **ELECTION OF COMMITTEE**

---

**MOTION 7:** It was resolved that the Owners Corporation of UP4671 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

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

Chair	Mr R Clifford	Member - Mr N Hamedeh (nominated)
Secretary -	Ms E Roser	Member - Mr G Cloake (nominated)
Treasurer -	Mr M Sinden	Member - Mr J Yip (nominated)

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [*refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"*].

*Secretarial Note - outgoing Executive Committee members were nominated to continue in their roles. The Manager will contact all nominees to confirm their interest in remaining on the Committee for the upcoming year.*

## **GENERAL BUSINESS**

---

### External Leaks – Nikias Diamond

The developer, Nikias Diamond, recently completed external repairs to Units 11 and 12 to address water ingress issues. Additionally, Units 14 and 21 are currently being inspected to determine any necessary repairs, which will also be undertaken by the developer.

No costs have been incurred by the Owners Corporation concerning these matters, as they fall under the builder's warranty.

### Gutter Cleaning – Upcoming Attendance

Capital Solar Panels will be on-site for gutter cleaning on Monday, 16 June, and Tuesday, 17 June.

The Manager will issue a notice to all Owners and Property Managers, providing the necessary details, including site times and access requirements.

### Gardener – On-Site Meeting

Members agreed that The Foundry would benefit from a more cohesive appearance. To explore possible enhancements to the common gardens, Mr. Clifford will schedule an on-site meeting with the gardener. Following this discussion, he will return to the Committee for further consideration and direction.

### Bin Room – Dumping

Members acknowledged the ongoing issue of improper waste disposal in the communal bins. As a potential solution, the Manager is asked to obtain quotes for the installation of security cameras in the bin rooms. Once received, these quotes will be presented to the Executive Committee for further consideration and direction.

Given that the proposed installation involves recording shared areas, approval from Owners via a General Meeting will be required before proceeding.

#### Bin Room Cleaning

Members noted that the bin room near Unit 1 requires a deep clean. The Manager is asked to obtain quotes for the cleaning service and will present them to the incoming Executive Committee for further direction on how to proceed.

#### EV Charging

EV charging infrastructure continues to be integrated across developments in the ACT. Owners noted that, while resident demand for an EV charging port is currently low, the Owners Corporation will continue to monitor the situation for potential future consideration.

**With no further business, the meeting closed at 6.01 pm.**



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031  
 ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884  
 GUNGAHLIN ACT 2912

P 02 5110 3200  
 E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

## Units Plan No. 4671

### PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/05/24-30/04/25	01/05/24-30/04/25	01/05/25-30/04/26
100	<b><u>ADMINISTRATIVE FUND</u></b>			
1000	<b><u>INCOME</u></b>			
101	Levies - Administrative Fund	73,000.16	73,000.00	73,000.00
1072	Keys	105.00	0.00	0.00
1095	Interest On Overdue Levies	150.95	0.00	0.00
1191	<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>73,256.11</b>	<b>73,000.00</b>	<b>73,000.00</b>
120	<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
12115	Accounting - Tax Returns	330.00	250.00	330.00
12725	Bank Charges - Stratapay Fees	171.40	170.00	170.00
13113	Cleaning - Gutter	0.00	2,200.00	2,200.00
13115	Cleaning - Windows	0.00	600.00	600.00
13905	Garden & Grounds	3,835.00	3,960.00	4,140.00
14310	Insurance - Premium	29,188.56	33,380.00	35,026.27
14500	Keys/Access	70.00	0.00	0.00
15005	Management Fees	14,154.81	14,400.00	14,832.00
15805	Painting - External	0.00	3,618.00	3,618.00
16250	Rubbish Removal	0.00	200.00	0.00
17005	Utilities - Electricity	2,070.63	2,200.00	2,100.00
17030	Utilities - Water & Sewerage	11,970.50	10,650.00	12,000.00
18050	R&M - Electrical	250.80	0.00	0.00
18090	R&M - General	366.21	1,000.00	2,500.00
18130	R&M - Plumbing & Drainage	1,674.48	0.00	0.00
189	<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>64,082.39</b>	<b>72,628.00</b>	<b>77,516.27</b>
190	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 9,173.72</b>	<b>\$ 372.00</b>	<b>\$ (4,516.27)</b>
195	Opening Admin. Balance	7,370.41	7,370.41	16,544.13
199	<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 16,544.13</b>	<b>\$ 7,742.41</b>	<b>\$ 12,027.86</b>
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 7.300000	\$ 7.300000



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031  
ACN 309 866 588 T/A ABN 38 509 624 936

PO Box 884  
GUNGAHLIN ACT 2912

P 02 5110 3200  
E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

## Units Plan No. 4671

### PROPOSED ANNUAL BUDGET

		ACTUAL	BUDGET	BUDGET
		01/05/24-30/04/25	01/05/24-30/04/25	01/05/25-30/04/26
200	<b><u>SINKING FUND</u></b>			
2000	<b><u>INCOME</u></b>			
201	Levies - Sinking Fund	12,886.92	12,887.00	20,000.00
2191	<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>12,886.92</b>	<b>12,887.00</b>	<b>20,000.00</b>
220	<b><u>EXPENDITURE - SINKING FUND</u></b>			
24005	Sf - General Replacements	0.00	1,890.00	1,985.00
24360	Sf - Lighting	5,390.00	424.00	0.00
25805	Sf - Painting & Surface Finish	4,138.99	0.00	0.00
289	<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>9,528.99</b>	<b>2,314.00</b>	<b>1,985.00</b>
290	<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 3,357.93</b>	<b>\$ 10,573.00</b>	<b>\$ 18,015.00</b>
295	Opening Sinking Fund Balance	33,705.12	33,705.12	37,063.05
299	<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 37,063.05</b>	<b>\$ 44,278.12</b>	<b>\$ 55,078.05</b>
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 1.288700	\$ 2.000000



**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:** 4671

**A2 - General Meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 29 May 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).
- Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 - Reduced quorum decisions**

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

Date of decision: Thursday, 29 May 2025.

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Friday, 6 June 2025.

Signed:

*Michale*

Title:

Strata Manager



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

## **NOTICE OF REDUCED QUORUM DECISIONS**

### **Part B - General information**

---

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

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

#### **B3 - How may reduced quorum decisions be disallowed?**

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

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

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

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

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

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

# MINUTES OF EXECUTIVE COMMITTEE MEETING

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**UP4671 – The Foundry – 18 Shugg Street, Taylor**

---

**Held:** Tuesday, 2<sup>nd</sup> December 2025 at 6.00 pm.

**Location:** Via Microsoft Teams.

**Present:** Mr M Sinden (Unit 17), Mr R Clifford (Unit 1) & Ms E Roser (Unit 9).  
Mr M Fennell & Ms J Witherow representing LMM Solutions.

**Chair:** Mr R Clifford was Chairperson for the meeting.

**Quorum:** A standard Executive Committee quorum was present.

Items discussed:

**1. Welcome and apologies**

**2. Bird proofing quote**

The Executive Committee discussed the bird proofing options presented and agreed that the quote from Capital Solar Panel Cleaning presented the best value for money. This quote will now be formally presented to the Owners Corporation at a General Meeting.

**3. General Meeting date and time**

A general meeting will be held electronically on the 14<sup>th</sup> January at 6pm. A meeting agenda will be drafted and sent to all Owners.

**With no further items, the meeting closed at 6.30 pm.**



**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912  
P 02 5110 3200  
E enquiries@LMMsolutions.com.au

---

16 January 2026

To all Owners  
UP4671 – The Foundry  
18 Shugg Street  
TAYLOR ACT 2913

Dear Owner

**UP4671 - THE FOUNDRY**  
**Minutes of General Meeting 2026**

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

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

Yours faithfully

**Jayna Witherow**  
Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** Jayna@LMMsolutions.com.au

# MINUTES OF GENERAL MEETING 2026

## UNITS PLAN 4671 - THE FOUNDRY

### 18 SHUGG STREET, TAYLOR

**Held:** Wednesday, 14 January 2026 at 6.00pm

**Location:** Teleconference.

**Present** online: Mr R Clifford (Unit 1), S Song & H Wang (Unit 2) and Mr M Sinden (Unit 17)  
Ms J Witherow and Mrs L Upton representing LMM Solutions Pty Ltd.

**Proxies:** Nil

**Absentees:** Mr J & Mrs S Yip (Unit 10)

**Apologies:** Nil

**Chair:** Mr M Sinden was elected chairperson for the meeting.  
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

---

**MOTION 1:** It was resolved that the Owners Corporation of UP4671 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

#### BIRD PROOFING

---

**MOTION 2:** It was resolved that the Owners Corporation of UP4671 agree to:

- a) Engage Capital Solar Panel Cleaning, at their quoted total cost of \$12,900.00 ex GST, to install bird-proofing spikes and mesh gutter guards.
- b) For the installation to be expended from the Sinking Fund.

**CARRIED**

#### GENERAL BUSINESS

---

Nil.

**With no further business, the meeting closed at 6.14 pm.**

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

**Part A - Details of reduced quorum decisions†**

---

**A1 - The Owners Units Plan No:** 4671

**A2 - General Meeting**

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 14 January 2026

*Tick the 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).
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**A3 - Reduced quorum decisions**

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

Date of decision: Wednesday, 14 January 2026

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Friday, 16 January 2026

Signed: Jayna Witherow

Title: Strata Manager



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

## **NOTICE OF REDUCED QUORUM DECISIONS**

### **Part B - General information**

---

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- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

THE OWNERS - UNITS PLAN NO.4671  
18 SHUGG STREET  
TAYLOR ACT 2913

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006043594</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	14/03/2025 to 14/03/2026 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.4671
<b>Situation</b>	18 SHUGG STREET TAYLOR ACT 2913

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$18,766,000  
Common Area Contents: \$186,110  
Loss of Rent & Temporary Accommodation (total payable): \$2,814,900

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$2,814,900  
Extended Cover - Loss of Rent & Temporary Accommodation: \$422,235  
Escalation in Cost of Temporary Accommodation: \$140,745  
Cost of Removal, Storage and Evacuation: \$140,745



**Policy 8 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

15/02/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Insurance Valuation Report

For

**The Foundry**

**18 Shugg Street Taylor ACT 2913**

**Scheme Number: 4671**



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 193947**

**8 December 2023**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201  
F 1300 369 190  
E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453  
*setting the standard...*

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

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 that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **18 Shugg Street Taylor ACT 2913**.

### 1.2 Property Address

The property is situated at **18 Shugg Street Taylor ACT 2913**.

### 1.3 Description of Building

The property comprises total thirty-six lots of mixed double storey and three storey townhouses arranged into five blocks with integral lockup garages at ground level and carports on the site. Common property includes waste storage, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2019.

### 1.4 Client

**The Proprietors The Foundry.**

### 1.5 Replacement Value

**Recommended Insured Value:**

**\$17,060,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**



**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

### **2.4 Periodic Reviews**

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

## 2.6 Valuation

**Replacement Building and Improvements Cost:** \$13,320,000

Allowance for Cost Escalation:

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

Calculated at 6% over the period \$1,000,000

**Progressive Subtotal:** \$14,320,000

Professional Fees: \$1,145,000

**Progressive Subtotal:** \$15,465,000

Removal of Debris: \$665,000

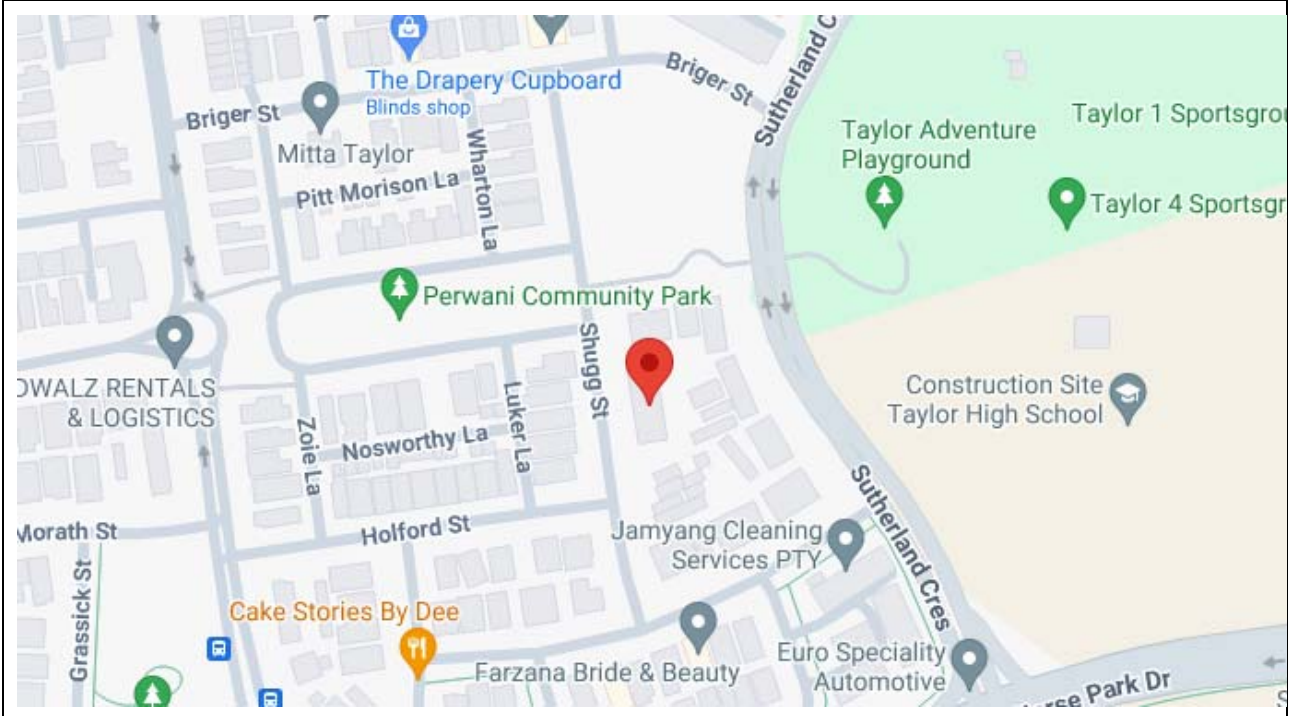
**Progressive Subtotal:** \$16,130,000

Cost Escalation for Insurance Policy Lapse Period: \$930,000

**Progressive Subtotal:** \$17,060,000

**Recommended Insured Value: \$17,060,000 (Inc GST)**

## 2.7 Site Location Map



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### 3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

### 3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

### 3.4 *SUMMARY OF CONSTRUCTION*

#### 3.4.1 **Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floors.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Steel/Timber framed brickwork.

EXTERNAL WALL FINISHES: Face brick, timber, and Colorbond claddings.

##### **3.4.1.3 ROOF STRUCTURE**

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Powder coated metal sheeting.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

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

### 3.6 *SCOPE*

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

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

## SECTION 4 – SITE PHOTOGRAPHS



# Sinking Fund Plan

**The Foundry**  
**18 Shugg St, Taylor, ACT 2913**  
**Scheme Number: 4671**



***COMPILED BY SIMON VINCENT***

**On 11 September 2023 for the  
15 Years Commencing: 1 May 2023  
QIA Job Reference Number: 192812**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
© QIA Group Pty Ltd

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201  
F 1300 369 190  
E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453  
*setting the standard...*

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

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

18 Shugg St, Taylor, ACT 2913

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$1.20
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$45,619.00
The proposed Sinking Fund Levy per entitlement is:	\$1.29

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

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

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

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/05/2023	\$45,619	\$12,000	\$1.20	\$25,669	\$31,950
2	01/05/2024	\$31,950	\$12,887	\$1.29	\$2,315	\$42,522
3	01/05/2025	\$42,522	\$13,774	\$1.38	\$1,985	\$54,312
4	01/05/2026	\$54,312	\$14,661	\$1.47	\$7,365	\$61,607
5	01/05/2027	\$61,607	\$15,548	\$1.55	\$2,188	\$74,967
6	01/05/2028	\$74,967	\$16,325	\$1.63	\$6,793	\$84,499
7	01/05/2029	\$84,499	\$17,142	\$1.71	\$2,412	\$99,229
8	01/05/2030	\$99,229	\$17,999	\$1.80	\$14,478	\$102,749
9	01/05/2031	\$102,749	\$18,899	\$1.89	\$9,485	\$112,163
10	01/05/2032	\$112,163	\$19,844	\$1.98	\$28,281	\$103,726
11	01/05/2033	\$103,726	\$20,836	\$2.08	\$31,010	\$93,552
12	01/05/2034	\$93,552	\$21,878	\$2.19	\$26,883	\$88,547
13	01/05/2035	\$88,547	\$22,971	\$2.30	\$23,612	\$87,906
14	01/05/2036	\$87,906	\$24,120	\$2.41	\$17,769	\$94,258
15	01/05/2037	\$94,258	\$25,326	\$2.53	\$44,910	\$74,674

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>May 2023</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Repaint buildings	\$11,000
- Capital Replacement - General	\$1,800
<b>ROOF</b>	
- Provision for installation of height safety system	\$12,869
<u>Total Forecast Expenditure for year - May 2023 (Inc GST):</u>	<u>\$25,669</u>
Includes GST amount of :	\$2,334
<b>May 2024</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$1,890
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior common lighting	\$424
<u>Total Forecast Expenditure for year - May 2024 (Inc GST):</u>	<u>\$2,315</u>
Includes GST amount of :	\$210
<b>May 2025</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$1,985
<u>Total Forecast Expenditure for year - May 2025 (Inc GST):</u>	<u>\$1,985</u>
Includes GST amount of :	\$180
<b>May 2026</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$2,084

**DRIVEWAY**

- Repaint line marking	\$4,813
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting	\$468
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<u>Total Forecast Expenditure for year - May 2026 (Inc GST):</u>	<u>\$7,365</u>
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Includes GST amount of :	\$670
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**May 2027**

Expense

Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,188
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<u>Total Forecast Expenditure for year - May 2027 (Inc GST):</u>	<u>\$2,188</u>
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Includes GST amount of :	\$199
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**May 2028**

Expense

Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,297
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**EXTERNAL WORKS**

- Maintain common pipework	\$3,980
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting	\$516
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<u>Total Forecast Expenditure for year - May 2028 (Inc GST):</u>	<u>\$6,793</u>
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Includes GST amount of :	\$618
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**May 2029**

Expense

Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,412
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<u>Total Forecast Expenditure for year - May 2029 (Inc GST):</u>	<u>\$2,412</u>
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Includes GST amount of :	\$219
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<b>May 2030</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Provision to replace balustrade fixings		\$650
- Capital Replacement - General		\$2,533
<b>FENCING</b>		
- Provision to replace timber fencing/pedestrian gates in 20 years (partial accrual)		\$10,726
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior common lighting		\$569
<u>Total Forecast Expenditure for year - May 2030 (Inc GST):</u>		<u>\$14,478</u>
Includes GST amount of :		\$1,316
<b>May 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$2,660
<b>ROOF</b>		
- Maintain metal roof fixings/flashings		\$6,826
<u>Total Forecast Expenditure for year - May 2031 (Inc GST):</u>		<u>\$9,485</u>
Includes GST amount of :		\$862
<b>May 2032</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Provision to replace balustrade fixings		\$717
- Capital Replacement - General		\$2,792
<b>DRIVEWAY</b>		
- Maintain driveway 5% of total		\$17,873
- Maintain carports		\$2,688

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting	\$627
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**ROOF**

- Maintain/replace height safety system	\$3,584
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<u>Total Forecast Expenditure for year - May 2032 (Inc GST):</u>	<u>\$28,281</u>
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Includes GST amount of :	\$2,571
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**May 2033**

Expense

Inc GST

**SUPERSTRUCTURE**

- Repaint buildings	\$17,918
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- Maintain screens/louvres/rails/frames	\$3,386
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- Capital Replacement - General	\$2,932
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**DRIVEWAY**

- Repaint line marking	\$6,773
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<u>Total Forecast Expenditure for year - May 2033 (Inc GST):</u>	<u>\$31,010</u>
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Includes GST amount of :	\$2,819
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**May 2034**

Expense

Inc GST

**SUPERSTRUCTURE**

- Provision to replace balustrade fixings	\$790
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- Capital Replacement - General	\$3,079
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**EXTERNAL WORKS**

- Maintain common pipework	\$5,334
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**FENCING**

- Provision to replace timber fencing/pedestrian gates in 20 years (partial accrual)	\$13,038
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**FURNITURE & FITTINGS**

- Maintain signage	\$3,951
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- Ongoing partial replacement of exterior common lighting	\$691
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<u>Total Forecast Expenditure for year - May 2034 (Inc GST):</u>	<u>\$26,883</u>
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Includes GST amount of :	\$2,444
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<b>May 2035</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$3,233
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**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 5% of total	\$5,445
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**FENCING**

- Provision to replace colorbond fencing in 37 years (partial accrual)	\$6,637
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**ROOF**

- Maintain metal roof fixings/flashings	\$8,297
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<u>Total Forecast Expenditure for year - May 2035 (Inc GST):</u>	<u>\$23,612</u>
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Includes GST amount of :	\$2,147
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<b>May 2036</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade fixings	\$871
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- Capital Replacement - General	\$3,394
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**DRIVEWAY**

- Provision to replace individual garage doors in 32 years (partial accrual)	\$12,741
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior common lighting	\$762
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<u>Total Forecast Expenditure for year - May 2036 (Inc GST):</u>	<u>\$17,769</u>
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Includes GST amount of :	\$1,615
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<b>May 2037</b>	<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>	
- Maintain screens/louvres/rails/frames	\$4,116
- Capital Replacement - General	\$3,564
<b>DRIVEWAY</b>	
- Maintain carports	\$3,430
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace mail boxes in 24 years (partial accrual)	\$4,528
<b>ROOF</b>	
- Provision to replace guttering/downpipes in 27 years (partial accrual)	\$24,698
- Maintain/replace height safety system	\$4,574
<u>Total Forecast Expenditure for year - May 2037 (Inc GST):</u>	<u>\$44,910</u>
Includes GST amount of :	\$4,083

### ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$9,524	2023	10	11000										17918				
- Maintain screens/louvres/rails/frames	\$1,800	2033	4											3386				4116
- Provision to replace balustrade fixings	\$400	2030	2								650		717		790		871	
- Capital Replacement - General	\$1,558	2023	0	1800	1890	1985	2084	2188	2297	2412	2533	2660	2792	2932	3079	3233	3394	3564
<b>DRIVEWAY</b>																		
- Maintain driveway 5% of total	\$9,975	2032	6										17873					
- Provision to replace individual garage doors in 32 years (partial accrual)	\$5,850	2036	6														12741	
- Repaint line marking	\$3,600	2026	7				4813							6773				
- Maintain carports	\$1,500	2032	5										2688					3430
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2028	6						3980						5334			
- Ongoing partial maintenance of pathways 5% of total	\$2,625	2035	5													5445		
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 37 years (partial accrual)	\$3,200	2035	6													6637		
- Provision to replace timber fencing/pedestrian gates in 20 years (partial accrual)	\$6,600	2030	4								10726				13038			
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$2,000	2034	15												3951			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Provision to replace mail boxes in 24 years (partial accrual)	\$1,980	2037	9															4528
- Ongoing partial replacement of exterior common lighting	\$350	2024	2		424		468		516		569		627		691		762	
<b>ROOF</b>																		
- Provision to replace guttering/downpipes in 27 years (partial accrual)	\$10,800	2037	3															24698
- Maintain metal roof fixings/flashings	\$4,000	2031	4									6826				8297		
- Provision for installation of height safety system	\$11,142	2023	0	12869														
- Maintain/replace height safety system	\$2,000	2032	5										3584					4574
<b>Total</b>				25669	2315	1985	7365	2188	6793	2412	14478	9485	28281	31010	26883	23612	17769	44910
<b>Includes GST amount of</b>				2334	210	180	670	199	618	219	1316	862	2571	2819	2444	2147	1615	4083

**ITEMISED ACCRUALS BY YEAR**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$9,524	2023	10	11000	1425	2920	4491	6140	7872	9690	11599	13603	15708	17918	2320	4757	7315	10001
- Maintain screens/louvres/rails/frames	\$1,800	2033	4	238	489	751	1027	1317	1621	1941	2276	2628	2998	3386	955	1958	3011	4116
- Provision to replace balustrade fixings	\$400	2030	2	68	140	215	293	376	463	554	650	350	717	385	790	425	871	468
- Capital Replacement - General	\$1,558	2023	0	1800	1890	1985	2084	2188	2297	2412	2533	2660	2792	2932	3079	3233	3394	3564
<b>DRIVEWAY</b>																		
- Maintain driveway 5% of total	\$9,975	2032	6	1421	2913	4480	6125	7852	9665	11570	13569	15669	17873	3521	7218	11101	15177	19457
- Provision to replace individual garage doors in 32 years (partial accrual)	\$5,850	2036	6	650	1333	2049	2802	3592	4422	5293	6208	7168	8177	9236	10348	11515	12741	2510
- Repaint line marking	\$3,600	2026	7	1117	2289	3520	4813	832	1705	2622	3585	4597	5658	6773	1170	2399	3690	5045
- Replace traffic mirrors	\$700	2039	20	68	140	215	294	377	464	556	652	753	859	970	1087	1209	1338	1473
- Maintain carports	\$1,500	2032	5	214	438	674	921	1181	1454	1740	2041	2356	2688	621	1273	1957	2675	3430
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2028	6	585	1200	1845	2522	3233	3980	784	1608	2472	3380	4333	5334	1051	2154	3313
- Ongoing partial maintenance of pathways 5% of total	\$2,625	2035	5	307	630	969	1325	1699	2091	2503	2935	3390	3866	4367	4893	5445	1258	2578
<b>FENCING</b>																		
- Replace cyclone/mesh fencing in 27 years	\$1,300	2049	30	98	200	308	421	540	664	795	932	1077	1228	1387	1554	1730	1914	2107
- Provision to replace colorbond fencing in 37 years (partial accrual)	\$3,200	2035	6	375	768	1181	1615	2070	2549	3051	3578	4132	4713	5323	5964	6637	1308	2681
- Replace powder coated baluster fencing in 25 years	\$3,000	2047	28	234	480	738	1009	1294	1592	1906	2236	2582	2945	3326	3727	4147	4588	5052

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Provision to replace timber fencing/pedestrian gates in 20 years (partial accrual)	\$6,600	2030	4	1123	2303	3541	4841	6207	7640	9145	10726	3025	6201	9536	13038	3677	7537	11591
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$2,000	2034	15	248	509	783	1070	1372	1688	2021	2370	2737	3122	3526	3951	381	780	1200
- Provision to replace mail boxes in 24 years (partial accrual)	\$1,980	2037	9	210	430	662	904	1159	1427	1709	2004	2314	2639	2981	3340	3717	4113	4528
- Ongoing partial replacement of exterior common lighting	\$350	2024	2	207	424	228	468	252	516	278	569	306	627	337	691	372	762	410
<b>ROOF</b>																		
- Provision to replace guttering/downpipes in 27 years (partial accrual)	\$10,800	2037	3	1145	2346	3608	4933	6324	7785	9319	10930	12621	14396	16261	18218	20274	22432	24698
- Maintain metal roof fixings/flashings	\$4,000	2031	4	619	1269	1952	2668	3421	4211	5040	5911	6826	1925	3946	6069	8297	2340	4797
- Provision for installation of height safety system	\$11,142	2023	0	12869	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Maintain/replace height safety system	\$2,000	2032	5	285	584	898	1228	1574	1938	2320	2721	3142	3584	828	1697	2610	3568	4574
<b>TOTAL ACCRUALS</b>				<b>9212</b>	<b>19886</b>	<b>31537</b>	<b>38489</b>	<b>50812</b>	<b>59251</b>	<b>72837</b>	<b>75155</b>	<b>84922</b>	<b>77815</b>	<b>70884</b>	<b>69833</b>	<b>73280</b>	<b>85198</b>	<b>72683</b>

\* 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.

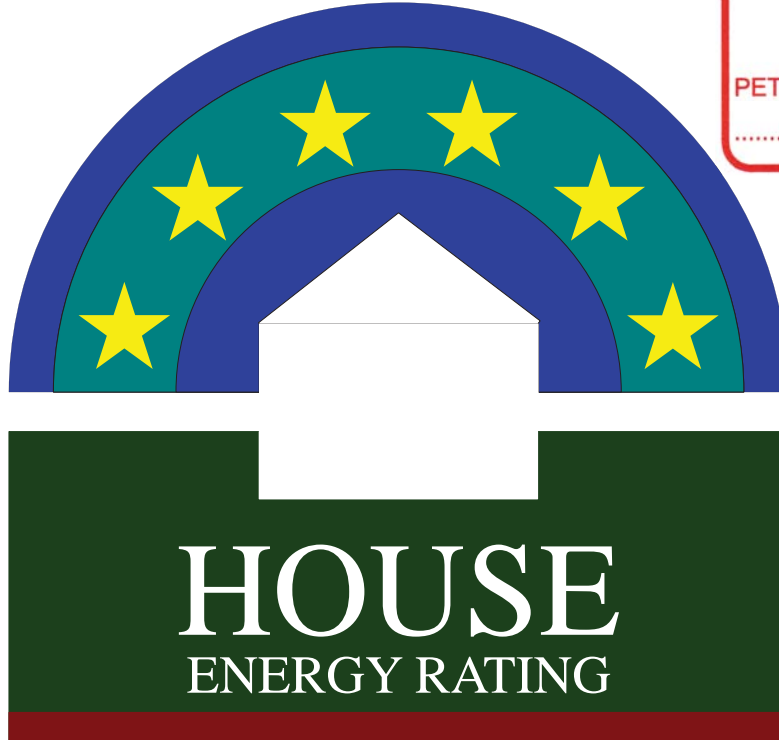
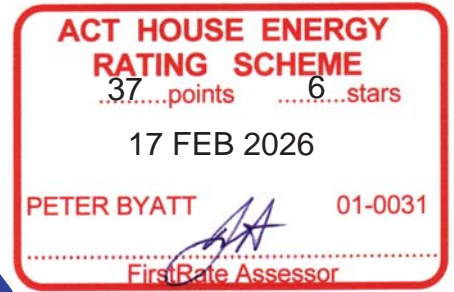
## AREAS NOT INSPECTED

- 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.





# FirstRate Report



**YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ 6 STARS**  
in Climate: 24 **SCORE: 37 POINTS**

**Name:** Sinthu Thomas **Ref No:** TY037002U22  
**House Title:** Section: 37 Block: 2 Unit: 22 **Date:** 17-02-2026  
**Address:** 22/18 Shugg Street  
TAYLOR 2913  
**Reference:** C:\PROGRAM FILES\...\202526 SOP\TY037002 0 00 00 022

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


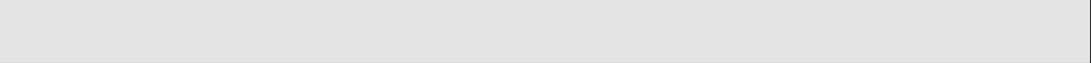
## Appliance Ratings

**Heating:** Unknown Heater / Unknown Rating  
**Cooling:** Unknown Cooling / Unknown Rating  
**HotWater:** Unknown Hot Water System / Unknown Rating

The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

## IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	35											
Potential	35											

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

**Design options**

**Additional points**

## ORIENTATION

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

<b>Current Rating</b>	35	★★★★★★
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Largest windows in the dwelling;

**Direction : East**

**Area : 6 m<sup>2</sup>**

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	37	★★★★★★
2. South East	31	★★★★★★
3. South	30	★★★★★★
4. South West	27	★★★★★★
5. West	28	★★★★★★
6. North West	32	★★★★★★
7. North	40	★★★★★★
8. North East	40	★★★★★★

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Section: 37 Block: 2 Unit: 22, 22/18 Shugg Street, TAYLOR 2913**

Assessor's Name: Peter Byatt

Net Conditioned Floor Area: 79.3 m<sup>2</sup>

			Points		
Feature	Winter	Summer	Total		
<b>CEILING</b>	<b>11</b>	<b>0</b>	<b>11</b>		
Surface Area: 6	Insulation: 6				
<b>WALL</b>	<b>8</b>	<b>-1</b>	<b>6</b>		
Surface Area: 2	Insulation: 5	Mass: -1			
<b>FLOOR</b>	<b>9</b>	<b>1</b>	<b>10</b>		
Surface Area: 4	Insulation: -3	Mass: 10			
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>	<b>9</b>	<b>0</b>	<b>8</b>		
Fire Place 0 %	Vented Skylights 0 %				
Fixed Vents 0 %	Windows 55 %				
Exhaust Fans 18 %	Doors 5 %				
Down Lights 0 %	Gaps (around frames) 22 %				
<b>DESIGN FEATURES</b>	<b>0</b>	<b>1</b>	<b>1</b>		
Cross Ventilation 1					
<b>ROOF GLAZING</b>	<b>0</b>	<b>0</b>	<b>0</b>		
Winter Gain 0	Winter Loss 0				

<b>WINDOWS</b>							<b>-10</b>	<b>-12</b>	<b>-22</b>
Window Direction	Area		Point Scores				Total		
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain				
<b>N</b>	2	3%	-8	10	-2	1			
<b>ENE</b>	3	4%	-10	7	-2	-5			
<b>E</b>	6	7%	-18	12	-5	-11			
<b>WSW</b>	3	4%	-9	4	-2	-7			
<b>Total</b>	14	17%	-45	34	-12	-22			

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

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

			Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★	<b>SCORE</b>	<b>26</b>	<b>-12</b>	<b>35*</b>

\* includes 21 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Sinthu Thomas  
HouseTitle Section: 37 Block: 2 Unit: 22  
StreetAddress 22/18 Shugg Street  
Suburb TAYLOR 2913  
AssessorName Peter Byatt  
FileCreated 17-02-2026  
Comments Area Approx: 83 Sq M

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	40.3m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	1.7m <sup>2</sup>
3	Suspended Slab	NA	Yes	No	No	Carp	R0.0	35.9m <sup>2</sup>
4	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	5.1m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	11.2m	2.6m
2	Framed: FC Sheet Clad	No	R2.0	8.0m	2.4m
3	Brick Cavity	Yes	R2.0	23.9m	2.7m
4	Brick Cavity	Yes	R2.0	24.4m	2.4m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R4.0	42.0m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.1m	0.9m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
2	E	2.1m	2.7m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
3	ENE	1.2m	2.5m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
4	WSW	0.7m	2.4m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
5	WSW	0.7m	1.6m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
6	N	0.7m	0.7m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
<b>No shaded windows</b>											

## Zoning Details

Is there Cross Flow Ventilation ? Good

## Air Leakage Details

Location Suburban  
Is there More than One Storey ? Yes  
Is the Stairwell Separated by Doors ? No  
Is the Entry open to the Living Area ? No  
Area of Heavyweight Mass 0m<sup>2</sup>

Area of Lightweight Mass 0m<sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

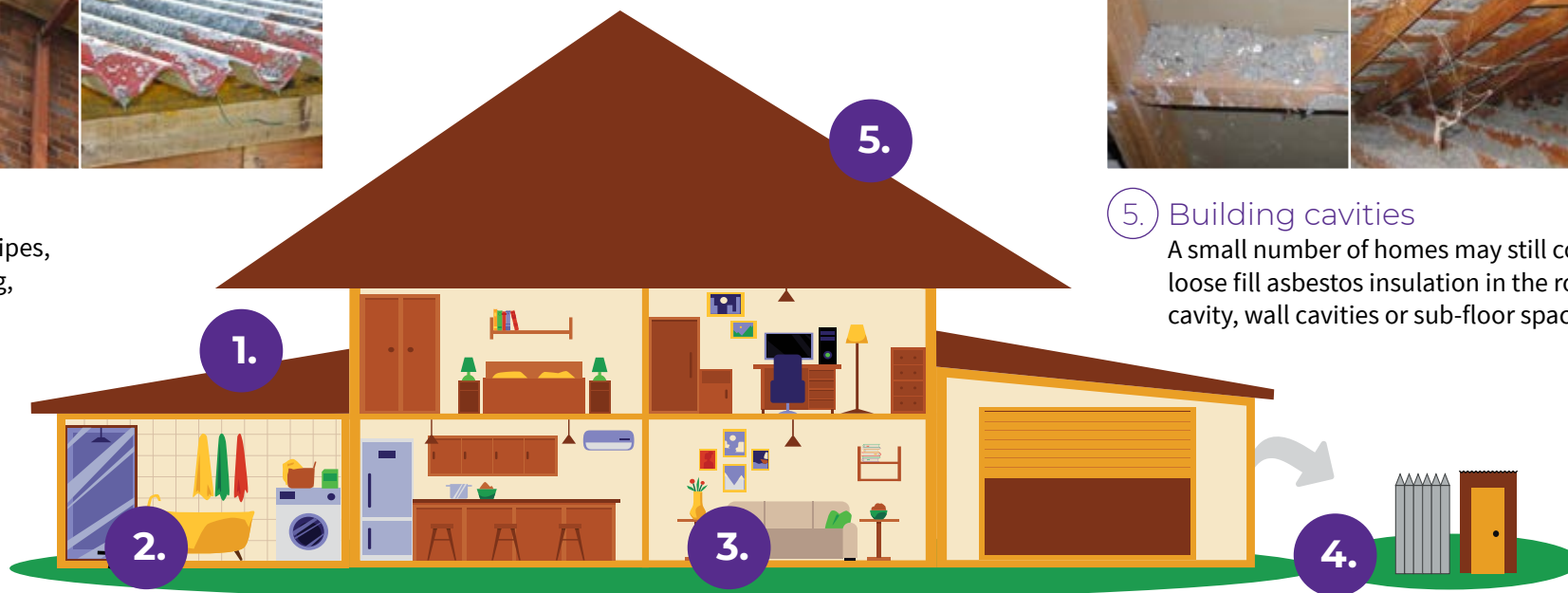
Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

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

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



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



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



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



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



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

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

## Assess the risk

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

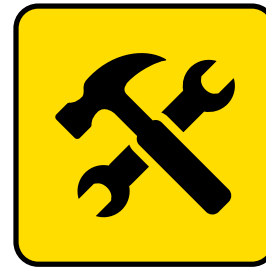
### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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



MS SINTHU MARY THOMAS  
22/18 SHUGG STREET  
TAYLOR ACT 2913

Our reference: 7167065365973

Phone: **13 28 66**

6 February 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SINTHU MARY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411181863748
Vendor name	SINTHU MARY THOMAS
Clearance Certificate Period	6 February 2026 to 8 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.