

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 5	UP No. 3992	Block 15	Section 48	Division/District Macquarie
	and known as 5/117 Redfern St, Macquarie ACT 2614					
<b>Seller</b>	Full name	Therese Huyen-Lynh Huang				
	ACN/ABN					
	Address	125 Scrivener Street, O'connor, ACT 2602				
<b>Seller Solicitor</b>	Firm	North Herring Lawyers				
	Email	megan@northherring.com.au				
	Phone	02 6299 5566	Ref MTN:BB:260471			
	DX/Address	PO Box 336, Queanbeyan NSW 2620				
<b>Stakeholder</b>	Name	Hive Property Canberra Trust Account				
<b>Seller Agent</b>	Firm	Hive Property Canberra				
	Email	hello@hivecbr.co				
	Phone	(02) 6182 1802	Ref			
	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 type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	Blinds, built in wardrobes, clothes line, smoke detector, dishwasher, fixed floor coverings, insect screens, curtains, light fittings, range hood, stove				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> On or before 30 days from the date hereof						
<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 checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes

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

<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	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00 (GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			

## 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. Notice to Complete and Default Notice

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

- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination — Buyer default

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

\* 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 5 UP No. 3992  
Block 15 Section 48 Macquarie  
5/117 Redfern St, Macquarie ACT

## **SPECIAL CONDITIONS**

**These are the special conditions to the contract for the sale of land**

### **1. Variations to Printed Terms**

The Law Society of ACT pages, being pages 3 to 22 of this Contract are amended as follows:

- (a) Clause 22.1.1 is amended by inserting "0" before % symbol;
- (b) Clause 22.1.2 is amended by inserting "10" before % symbol;
- (c) Clause 22.1.3 is amended insert \$550
- (d) The definition of *Relevant Price* in Clause 51.1 is deleted.

### **2. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

In the event that the Seller issues a Notice to Complete on the Buyer pursuant to this clause the Buyer shall be liable for the Seller's legal costs caused by the delay in the sum of \$500 plus GST.

### **3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or becomes incapable to manage their affairs due to unsoundness of mind, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 21 hereof shall apply.

### **4. Buyer acknowledgements**

The Buyer acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all covenants and restrictions annexed hereto;

- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance with any ACT Planning requirements in respect of any building on the land.

The Buyer agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## **5. Agent**

The Buyer warrants that they were not introduced to the Seller or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Sellers agent, if any, referred to in this contract, and the Buyer agrees that they will at all times indemnify and keep indemnified the Seller from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Buyers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## **6. Adjustments**

- a) The Buyer must serve on the Seller its rates and water enquiries at least seven days prior to the Date of Completion.
- b) If completion does not occur on the Date of Completion due to the default of the Buyer, the Buyer acknowledges that adjustments pursuant to clause 8, excluding any income received, will be adjusted from the Date of Completion.

## **7. Transfer of deposit to Seller Solicitor trust account**

This condition applies if the Seller is purchasing another property with settlement to take place simultaneously with settlement of this Contract or to discharge the Mortgage recorded on title. The Buyer hereby authorises and directs the stakeholder to transfer funds from the deposit in accordance with the direction of the Seller's solicitor to the sellers solicitors trust account to enable the funds to be available for the simultaneous settlement of the Seller's purchase or to discharge the Mortgage at completion of this contract. The Buyer will promptly provide such further directions and authorities as the stakeholder or sellers solicitor may require.

This condition is sufficient authority for the sellers solicitor to release funds at settlement.

**8. FIRB Approval**

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ('FIRB Approval') and that the Treasurer cannot make an Order under part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability for any loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the Buyer's obligations under this clause.

**9. Personal guarantees**

If the Buyer (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Seller entering into this contract with the Buyer, it is an essential clause of this contract that the Director(s) of the Buyer Company ("the Guarantor") guarantees to the Seller the due and punctual performance and observance by the Buyer of its obligations under this contract and indemnify and must keep indemnified the Seller against all losses, damages, liabilities, costs and expenses accruing to the Seller, resulting or arising from any failure by the Buyer to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Seller or by any other matter. Any rescission or termination of this contract will not waive the obligation arising under this clause. The guarantee and indemnity is a deed to constitute a principal obligation between the Guarantor(s) and the Seller:

Signed, sealed and delivered by the Guarantor in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor(s)

\_\_\_\_\_  
Witness name and address

\_\_\_\_\_

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Macquarie Section 48 Block 15 on Deposited Plan 11007 with 77 units on Unit Plan 3992

Unit 5 (Class A) entitlement 120 of 10000, 2 subsidiaries

Lease commenced on 17/02/2014, terminating on 30/11/2079

### Proprietor

Therese Huyen-Lynh Huang

20 Numiari Street Bonner ACT 2914

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
12/10/2022	3196589	Mortgage to BANK OF QUEENSLAND LIMITED (ACN: 009 656 740)

### *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
201017507	Development Application	06/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	20/08/2010

### Description

Mixed Use - Demolition - New Building - Lease Variation. Demolition of existing structures and construction of four storey mixed use building comprising of 68 residential units and 4 non residential units with basement car parking. Consolidate blocks 9 & 10 Section 48 Macquarie and vary the purpose clause to read: to use units 1 to 78 for one or more of the following purposes: i) non retail commercial use; ii) residential use limited to multi unit housing; iii) community use limited to health facility; iv) restaurant v) indoor recreation facility; and IN ADDITION units 69 to 78 may also be use for shop.

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Macquarie Section 48 Block 15 on Deposited Plan 11007 with 77 units on Unit Plan 3992

Lease commenced on 17/02/2014, terminating on 30/11/2079

### COMMON PROPERTY

#### Proprietor

The Owners-Units Plan No 3992

Whittles Canberra PO Box 3208 Weston ACT 2611

### REGISTERED ENCUMBRANCES AND INTERESTS

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

#### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/09/2014	1934314	Application to Note Special Resolution
02/09/2014	1934316	Application to Note Special Resolution
04/04/2018	2142265	Application to Note Special Resolution
04/04/2018	2142266	Application to Note Special Resolution
05/04/2019	2210304	Application to Note Special Resolution
05/04/2019	2210305	Application to Note Special Resolution
09/05/2024	3311817	Application to Note Special Resolution - Refer Instrument
09/05/2024	3311818	Application to Note Special Resolution - Refer Instrument
27/06/2025	3390046	Application to Note Special Resolution - Refer Instrument
27/06/2025	3390047	Application to Note Special Resolution - Refer Instrument
27/06/2025	3390048	Application to Note Special Resolution - Refer Instrument

### *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,



<b>Product</b>	Title Details
<b>Date/Time</b>	02/04/2026 10:28AM
<b>Customer Reference</b>	260471
<b>Order ID</b>	20260402000424
<b>Cost</b>	\$35.00

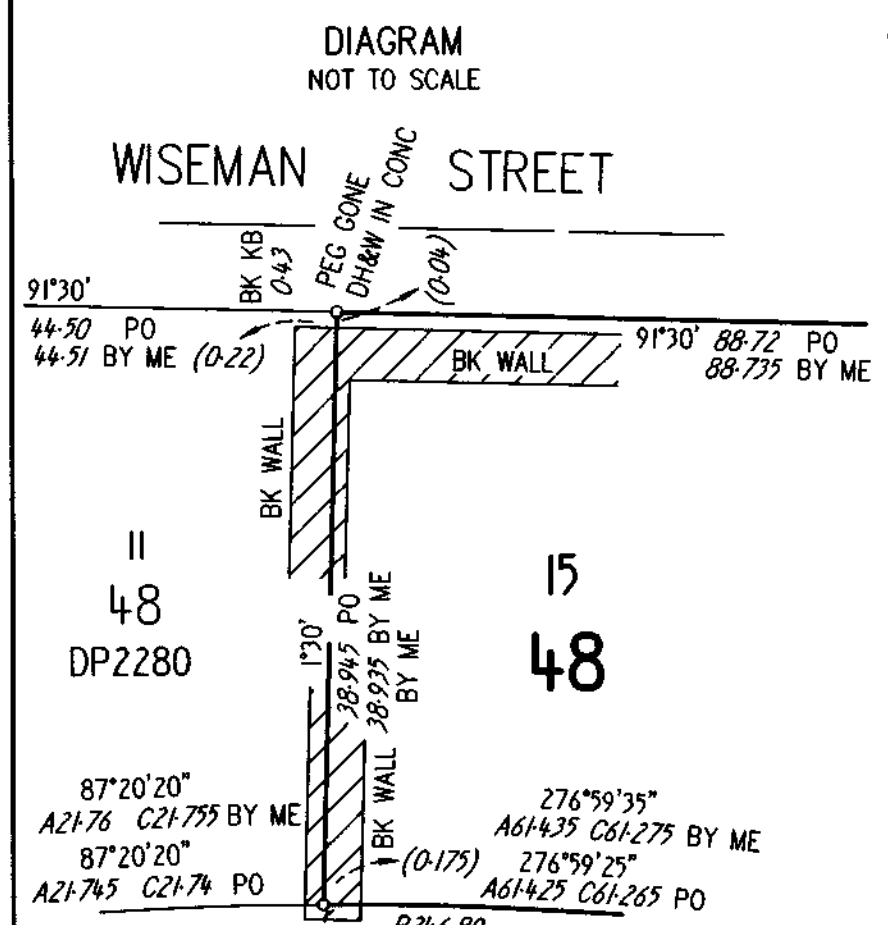
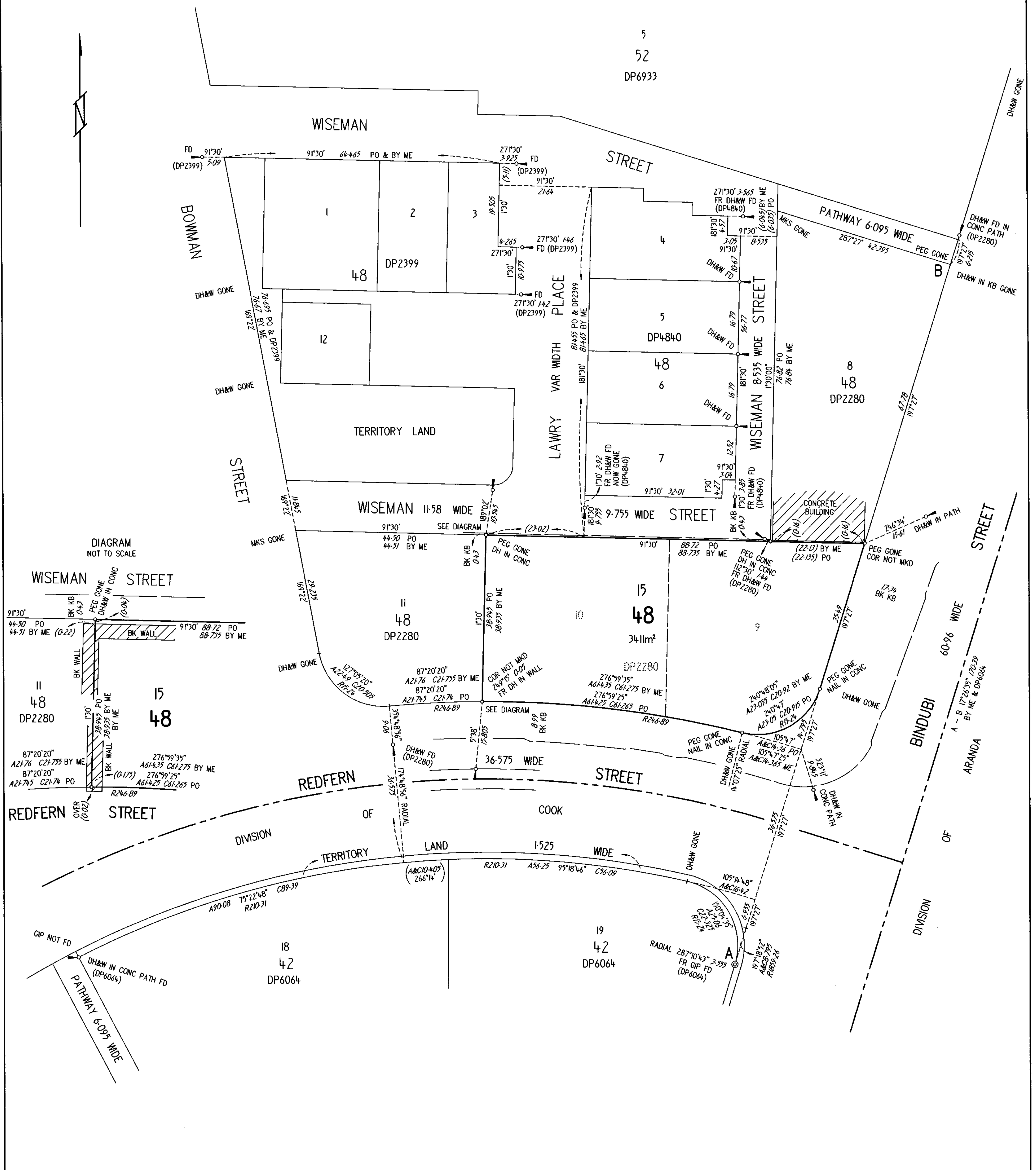
Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201017507	Development Application	06/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	20/08/2010

**Description**

Mixed Use - Demolition - New Building - Lease Variation. Demolition of existing structures and construction of four storey mixed use building comprising of 68 residential units and 4 non residential units with basement car parking. Consolidate blocks 9 & 10 Section 48 Macquarie and vary the purpose clause to read: to use units 1 to 78 for one or more of the following purposes: i) non retail commercial use; ii) residential use limited to multi unit housing; iii) community use limited to health facility; iv) restaurant v) indoor recreation facility; and IN ADDITION units 69 to 78 may also be use for shop.

5  
52  
DP6933



**REFERENCE MARKS**

- ⊙ Denotes GIP
- PLAGUE IN KERB
- DEEP-DRAWN ROE
- DH&W IN KERB

(Except as otherwise shown)

**NOTE:**

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

Azimuth: A-B (Strom)

Field Books:  
Surveyor's Ref: 33941-DP

I, PETER JOHN SELFE of CANBERRA a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 1st AUGUST 2012

(Signature) *P. Selve* 11/9/2012  
Surveyor registered under the Surveyors Act 2007.

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

*[Signature]* 12-9-2012  
Surveyor-General of the ACT

**PLAN OF**  
**BLOCK 15 SECTION 48**  
**BEING A CONSOLIDATION OF**  
**BLOCKS 9 & 10 SECTION 48**

**DIVISION: MACQUARIE**  
**DISTRICT: BELCONNEN**

**AUSTRALIAN CAPITAL TERRITORY**

SCALE 1: 500

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 Twenty-first day of September 2012 at 1 minutes past Two o'clock in the afternoon

Approved *[Signature]*  
Brett Phillips  
Registrar-General

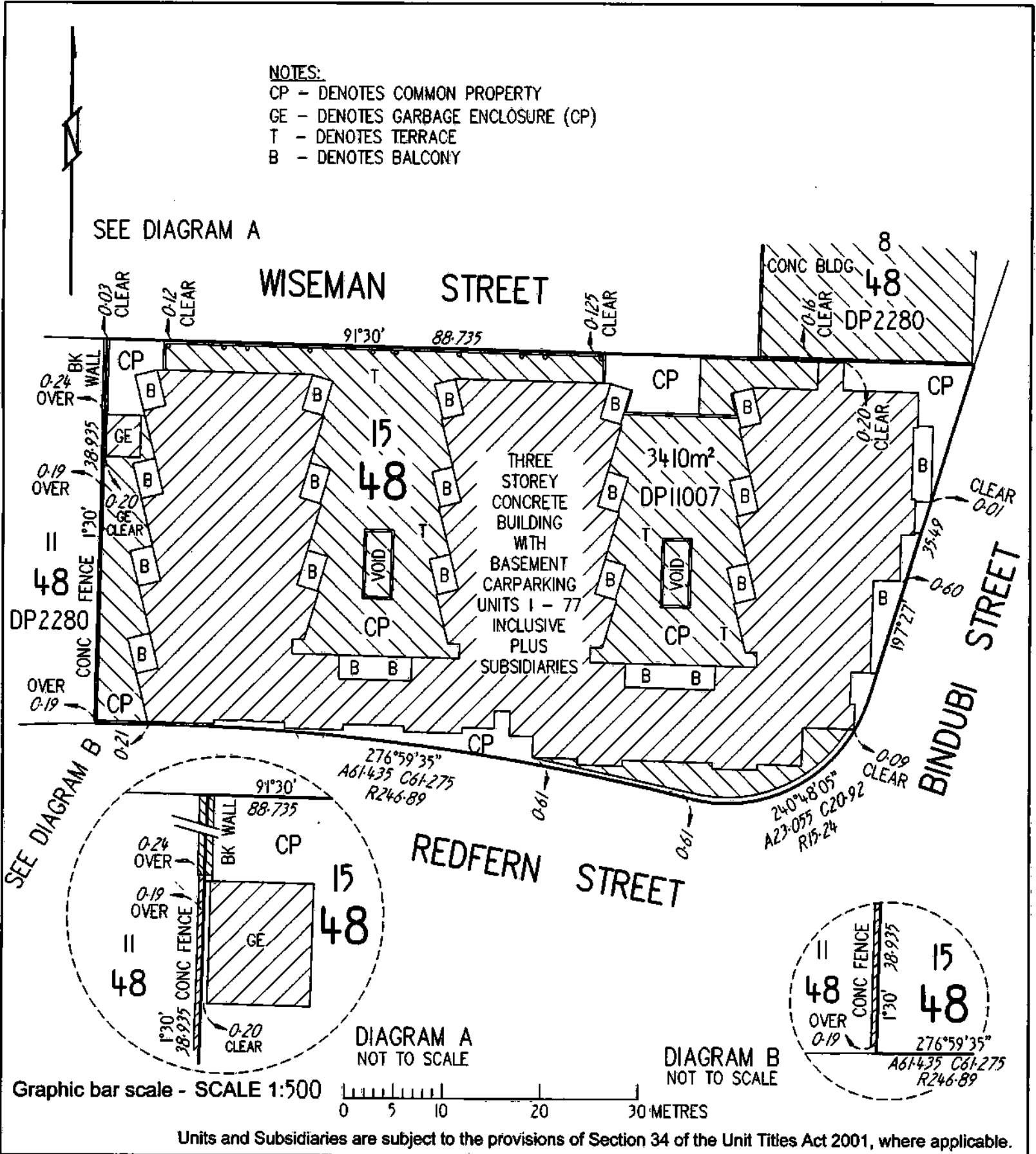
**DEPOSITED PLAN**  
**11007**  
AMENDS DP2280

Form 088 - SP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
MACQUARIE	48	15	A	3992



*MARAWA PTY LTD*  
 Director  
 Director  
 MARAWA PTY LTD  
 ACN 130 985 394 Registered Proprietor

*P. Selk*  
 5/2/2014  
 Registered Surveyor

*Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Environment and Sustainable  
 Development Directorate



**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
2057 : 35	MACQUARIE	48	15	11007	3992.

**NAME OF MANAGER / OWNERS CORPORATION**  
ACT Strata Management Services

**ADDRESS FOR SERVICE OF NOTICE**  
PO Box 3208 Weston ACT 2611

**SURVEYOR'S DECLARATION**

I, **Peter John Selfe** of **Selfe Surveys Pty Ltd**

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 (insert date) 13<sup>th</sup> January 2014
- 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.**

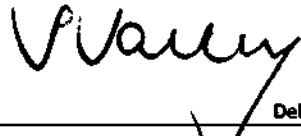
- Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.



**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 14/01/2014 Dated

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

  
Lyn Tankey Delegate of the Authority / Executive 14 February 2014 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	17 FEB 2014
DATA ENTERED BY			

**SUE**

Form 076

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

District/Division	Section	Block	Unit Plan No
<b>MACQUARIE</b>	<b>48</b>	<b>15</b>	<b>3992</b>

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	116	2	2128	61
2	116	2	2128	62
3	116	2	2128	63
4	120	2	2128	64
5	120	2	2128	65
6	116	2	2128	66
7	116	2	2128	67
8	154	2	2128	68
9	118	2	2128	69
10	118	2	2128	70
11	118	2	2128	71
12	121	2	2128	72
13	121	2	2128	73
14	118	2	2128	74
15	118	2	2128	75
16	158	2	2128	76
17	121	2	2128	77
18	121	2	2128	78
19	125	2	2128	79
20	125	2	2128	80
21	121	2	2128	81
22	161	2	2128	82
23	154	2	2128	83
24	116	2	2128	84
25	116	2	2128	85

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:

Volume

Folio

2128

60

Marawa Pty Ltd

Signature of Lessee

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

Dated Fourteenth this day of February 2014

*Lyn Tankey*  
Lyn Tankey

Delegate of the Authority/Executive

*Brett Phillips*  
Brett Phillips

Registrar-General



Deputy Registrar-General



**SUE**  
Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

**1. LAND**

District/Division	Section	Block	Unit Plan No
MACQUARIE	48	15	3992

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	120	2	2128	86
27	120	2	2128	87
28	116	2	2128	88
29	116	2	2128	89
30	179	3	2128	90
31	158	2	2128	91
32	118	2	2128	92
33	118	2	2128	93
34	121	2	2128	94
35	121	2	2128	95
36	118	2	2128	96
37	118	2	2128	97
38	179	3	2128	98
39	161	2	2128	99
40	121	2	2128	100
41	125	2	2129	1
42	125	2	2129	2
43	121	2	2129	3
44	185	3	2129	4
45	185	3	2129	5
46	116	2	2129	6
47	116	2	2129	7
48	120	2	2129	8
49	160	2	2129	9
50	165	2	2129	10

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:

Volume	Folio
2128	60

*[Signature]* Director  
*[Signature]* Director  
 M/s [Name] Pty Ltd  
 Signature of Lessee

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

Dated Fourteenth this day of February 2014

*[Signature]* Lyn Tankey  
 Delegate of the Authority/Executive

*[Signature]*  
 Brett Phillips  
 Registrar-General  
 Deputy Registrar-General



**SUE**

Form 078

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

District/Division	Section	Block
MACQUARIE	48	15

Unit Plan No
3992

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	179	3	2129	11
52	118	2	2129	12
53	118	2	2129	13
54	121	2	2129	14
55	162	2	2129	15
56	167	2	2129	16
57	185	3	2129	17
58	121	2	2129	18
59	121	2	2129	19
60	125	2	2129	20
61	164	2	2129	21
62	169	2	2129	22
63	127	2	2129	23
64	109	2	2129	24
65	127	2	2129	25
66	127	2	2129	26
67	113	2	2129	27
68	127	2	2129	28
69	77	2	2129	29
70	85	1	2129	30
71	92	1	2129	31
72	105	1	2129	32
73	85	1	2129	33
74	75	2	2129	34
75	82	1	2129	35
76	214	1	2129	36
77	179	1	2129	37
<b>Aggregate</b>	10,000	153	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:	

*Marawan Pty Ltd* Director  
*Signature of Lessee*  
 Signature of Lessee

Volume	Folio
2128	60

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

Dated Fourteenth this day of February 2014

*Lyn Tankey*  
 Delegate of the Authority/Executive

*Brett Phillips*  
 Registrar-General



Deputy Registrar-General

Form 091 - FP

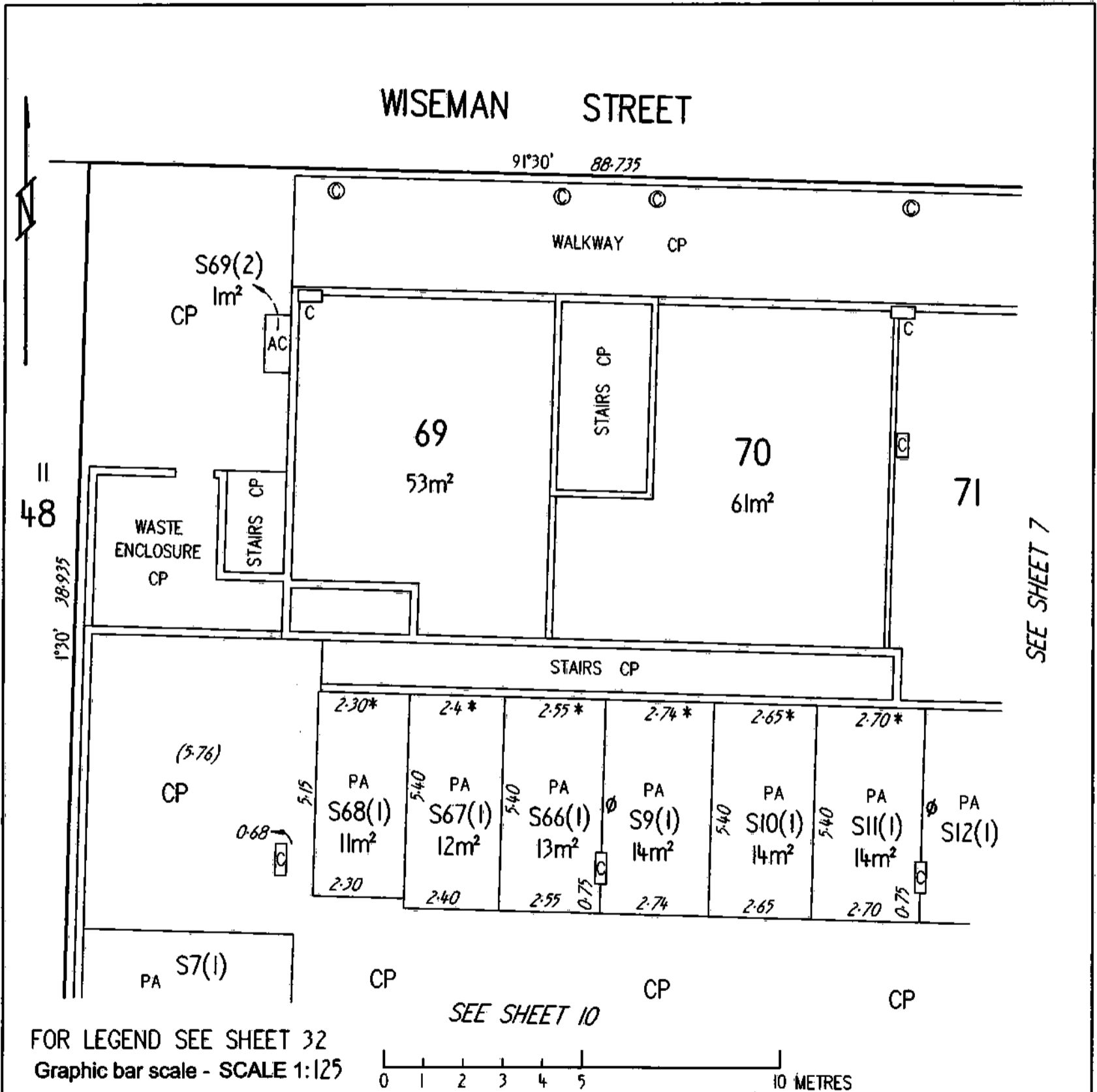
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

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



SEE SHEET 7

SEE SHEET 10

FOR LEGEND SEE SHEET 32  
Graphic bar scale - SCALE 1:125

*[Signature]* Director  
*[Signature]* Director  
Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
Delegate of the ACT Environment and Sustainable Development Directorate

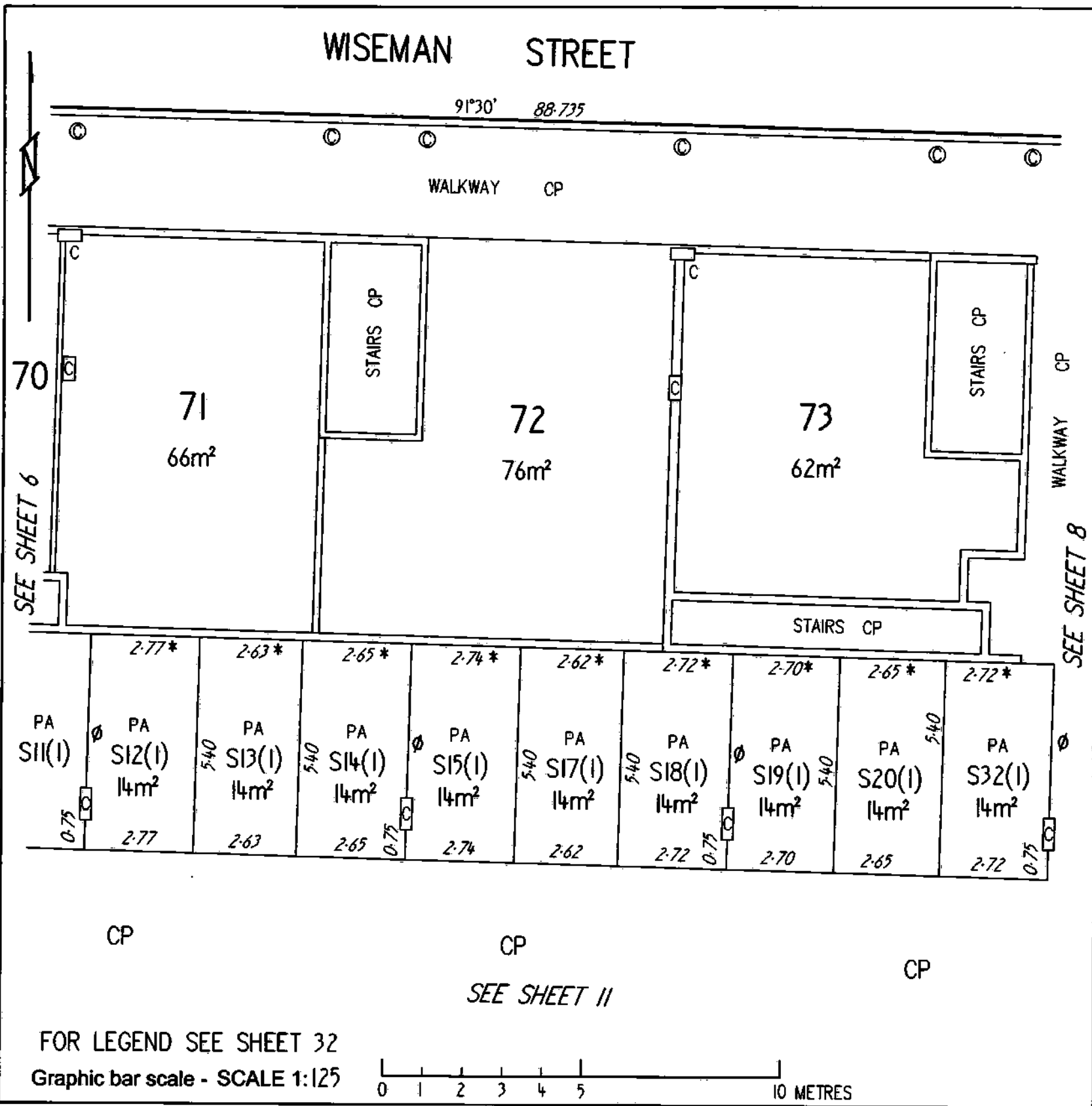
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

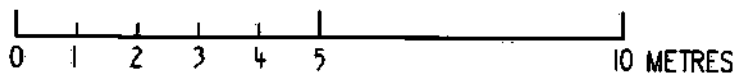
Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



FOR LEGEND SEE SHEET 32

Graphic bar scale - SCALE 1:125



<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Marawa Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey Delegate of the ACT Environment and Sustainable Development Directorate</p>
---	--

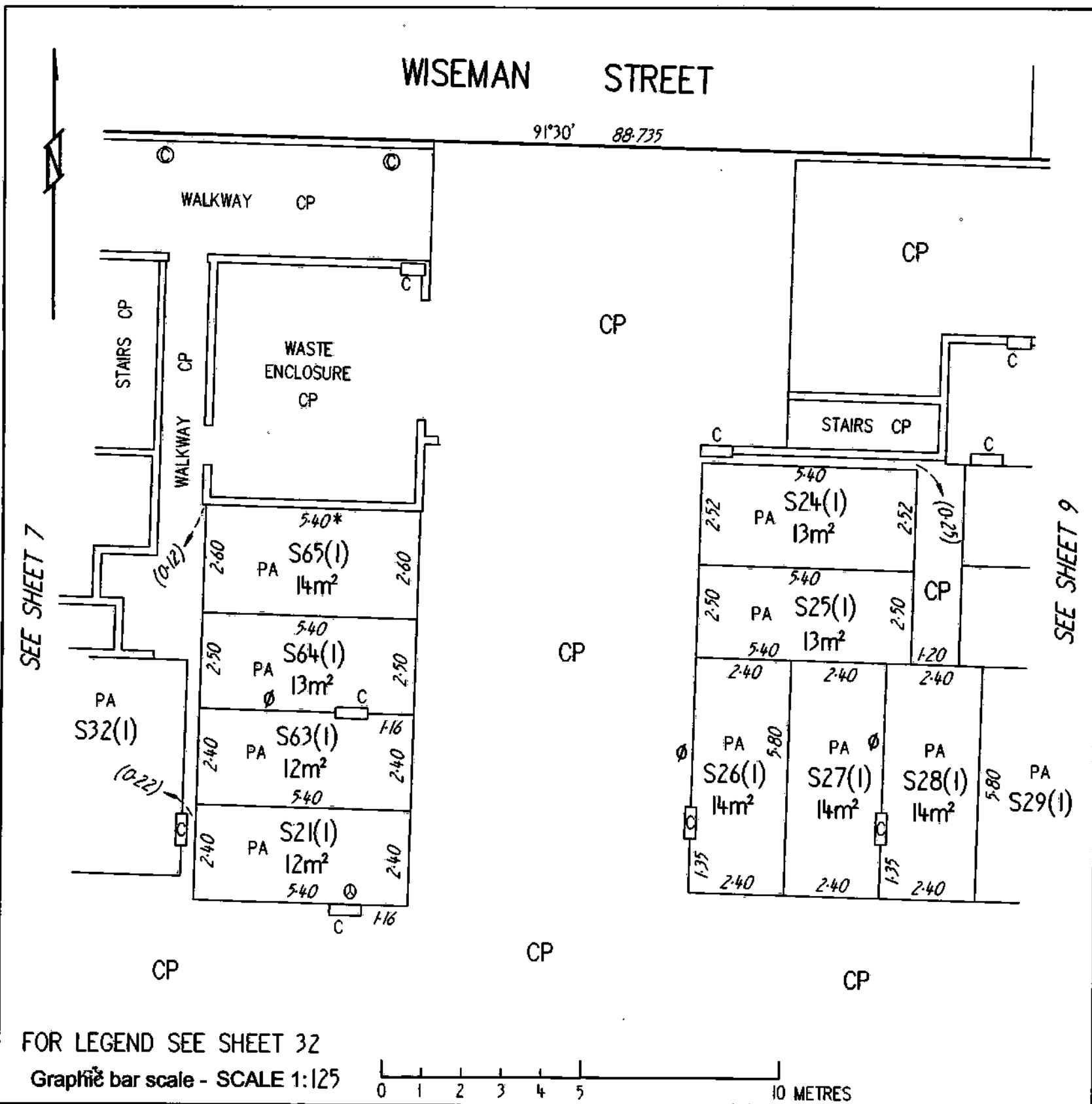
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

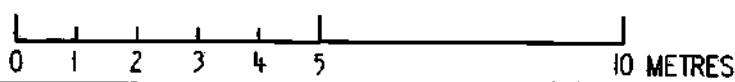
Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



FOR LEGEND SEE SHEET 32

Graphic bar scale - SCALE 1:125



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

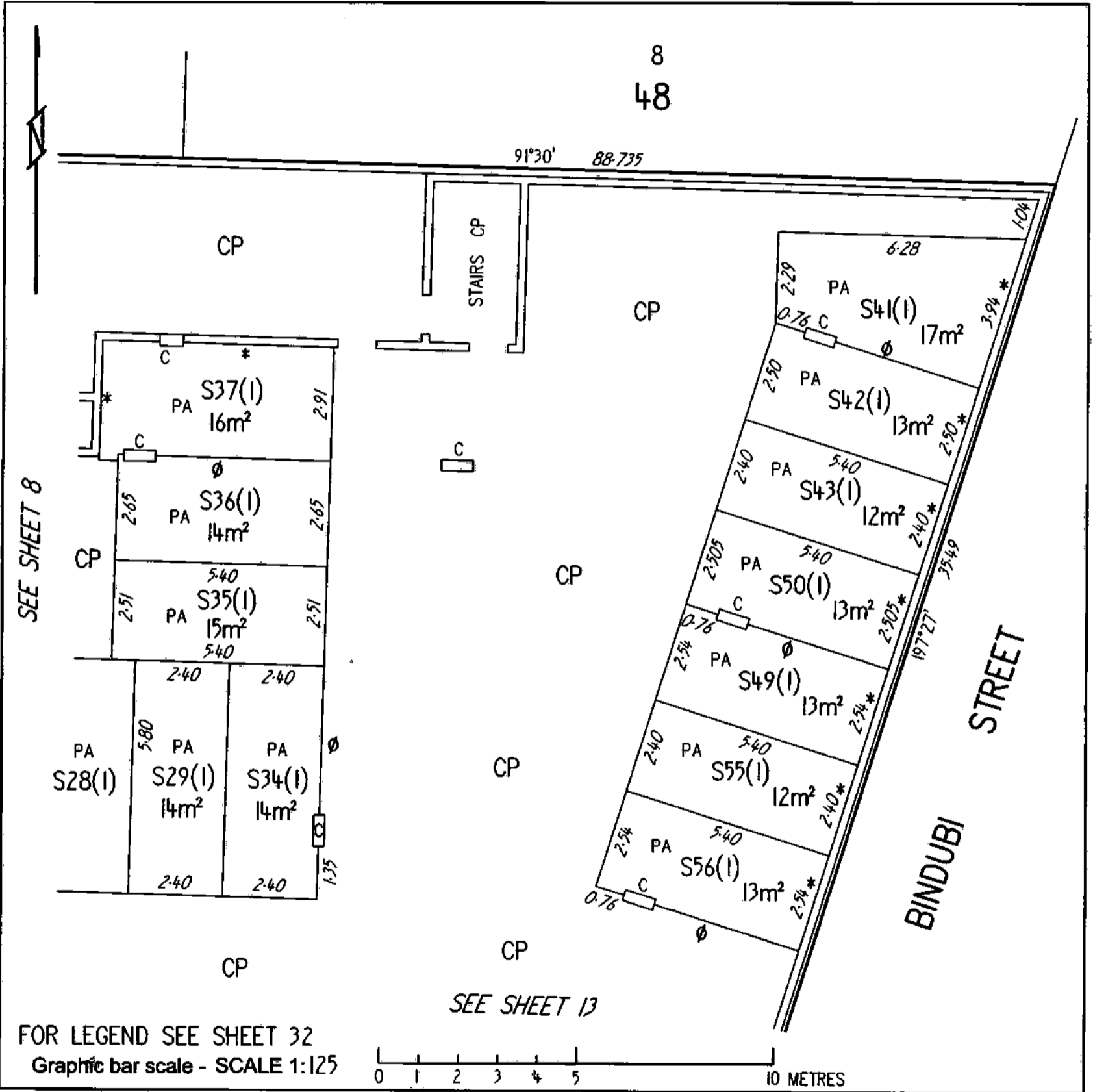
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey.....  
 Delegate of the ACT Environment and Sustainable  
 Development Directorate

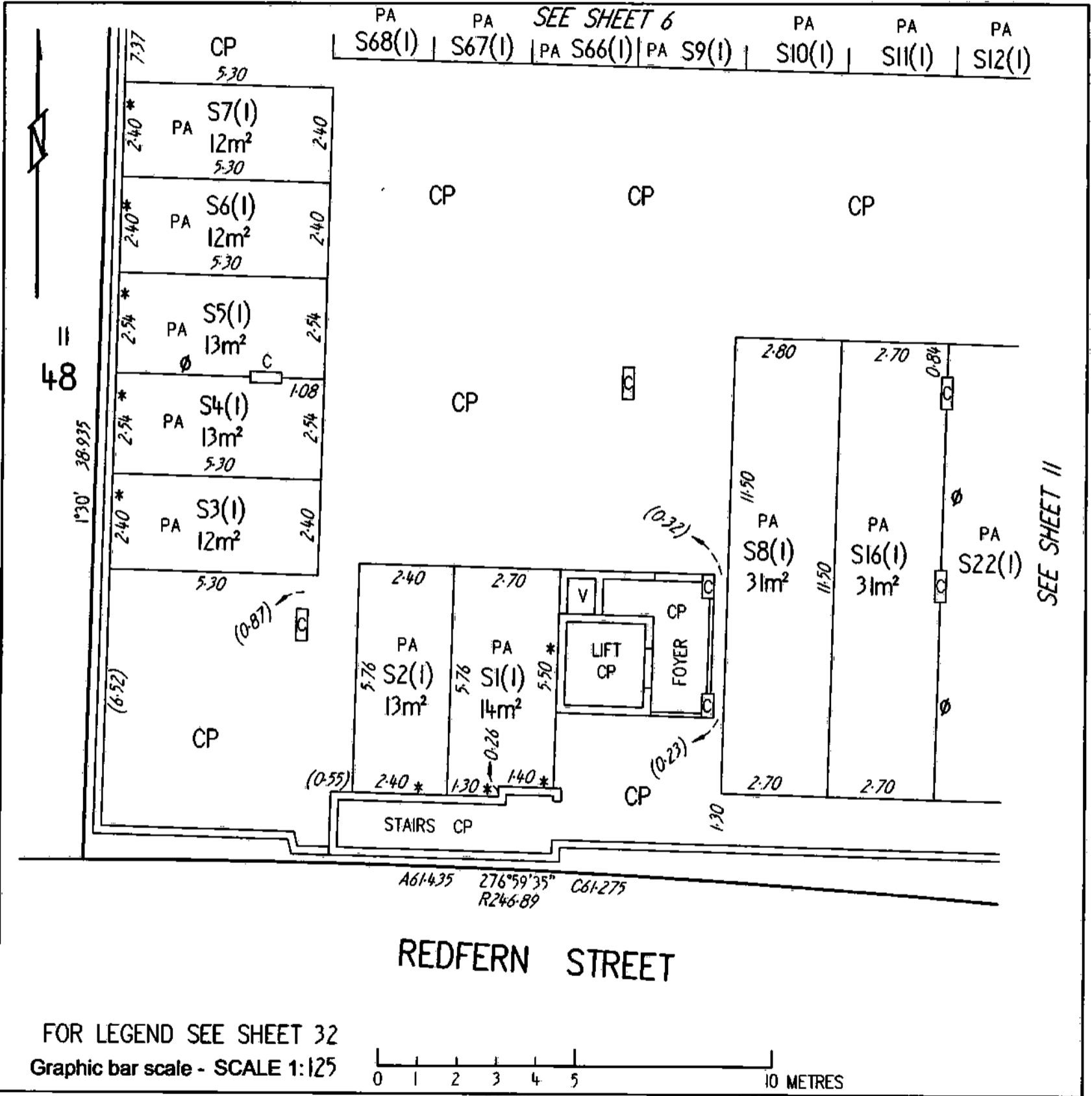
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

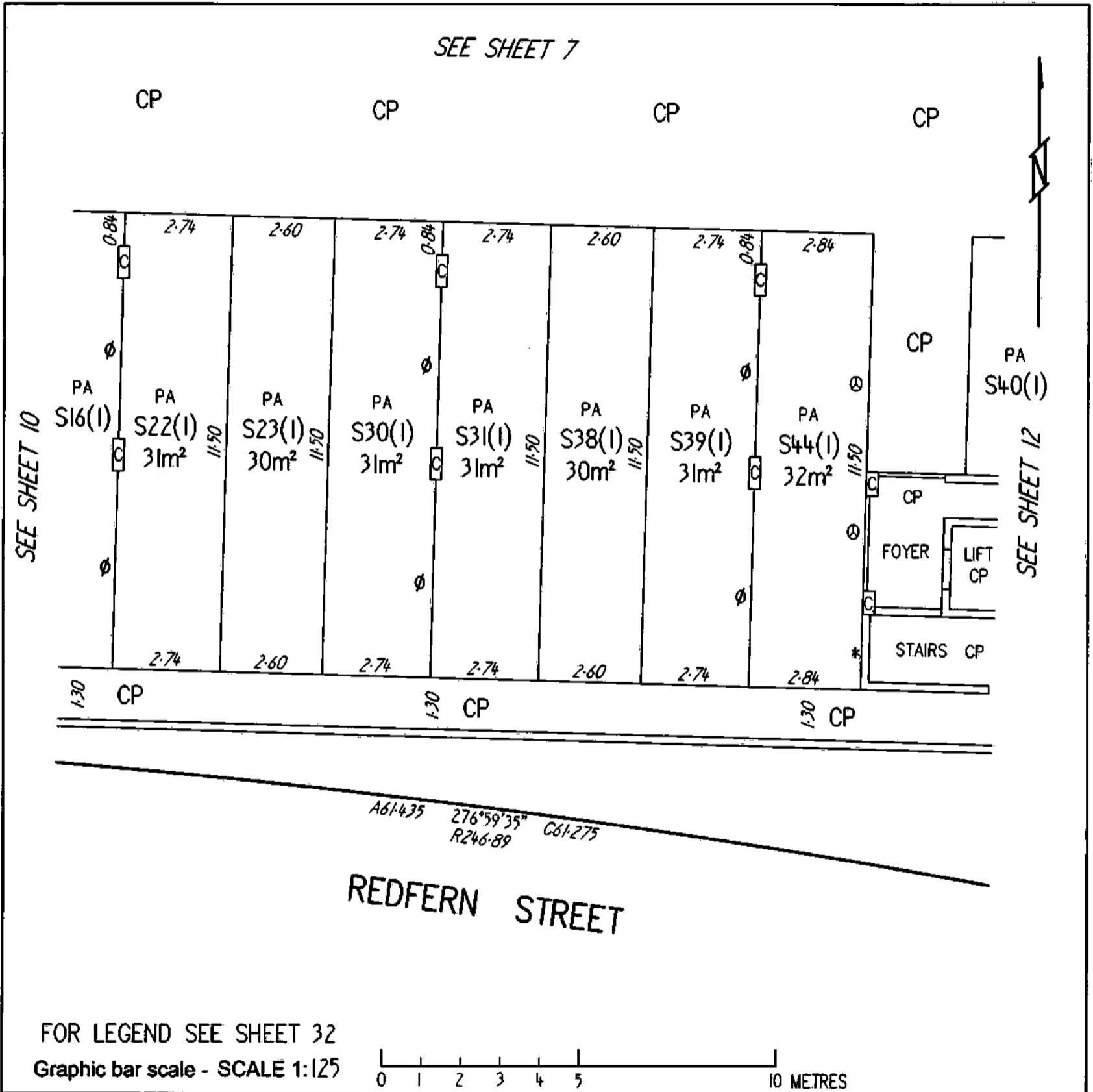
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

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



*[Signature]* Director  
*[Signature]* Director  
Macquarie Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey...  
Delegate of the ACT Environment and Sustainable Development Directorate

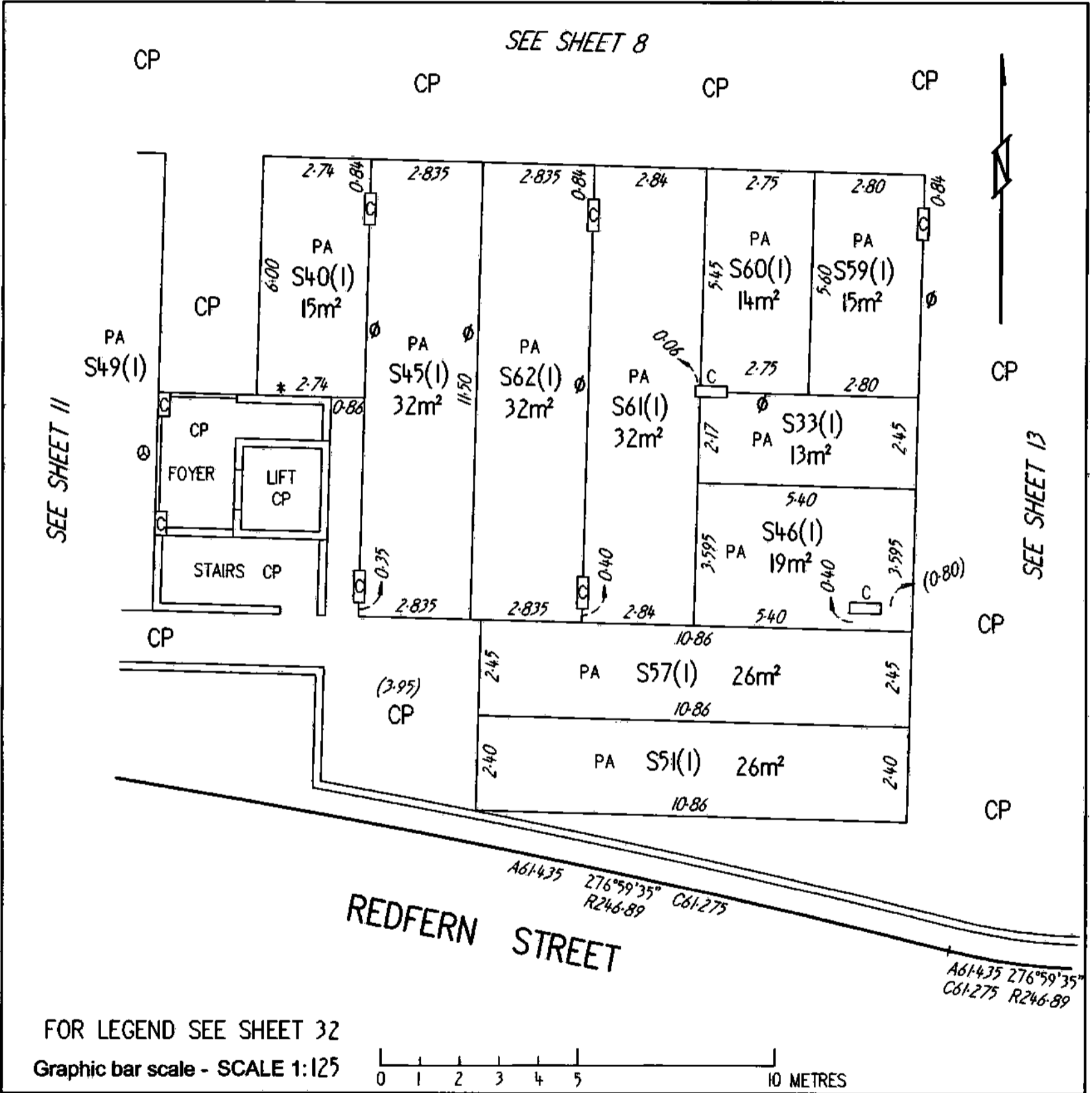
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Marawa Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey</p> <p>Delegate of the ACT Environment and Sustainable Development Directorate</p>
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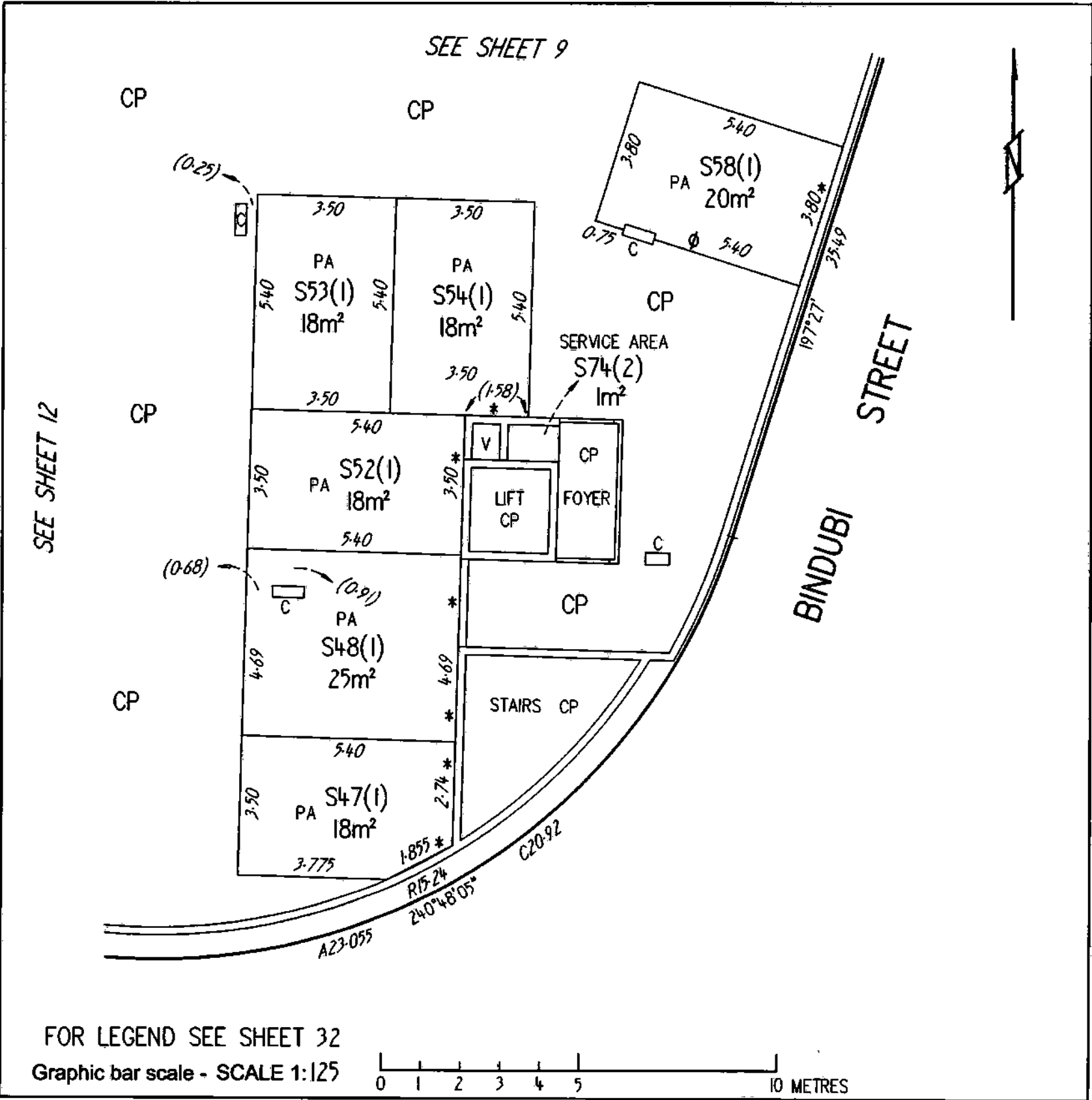
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
Delegate of the ACT Environment and Sustainable Development Directorate

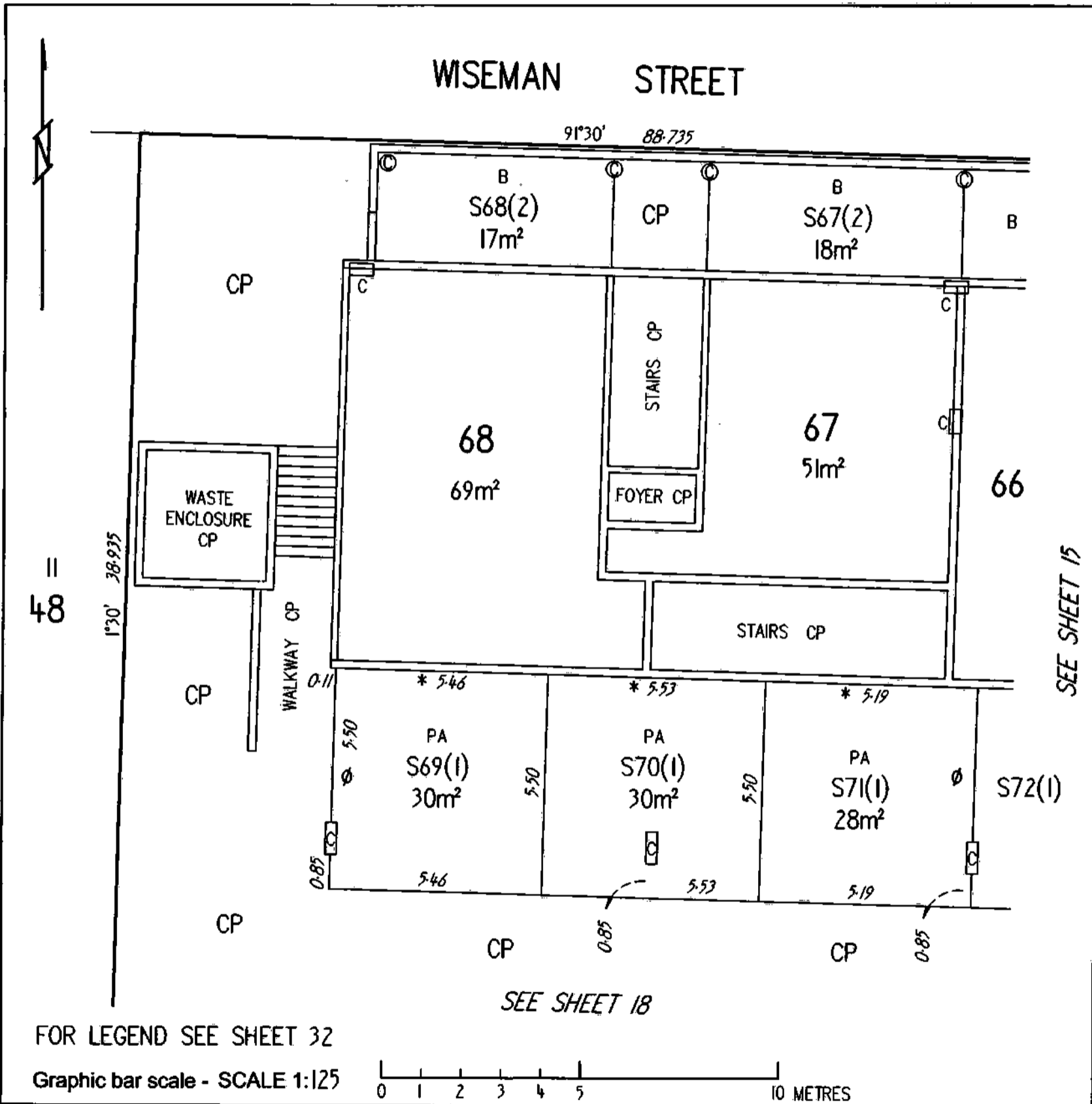
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

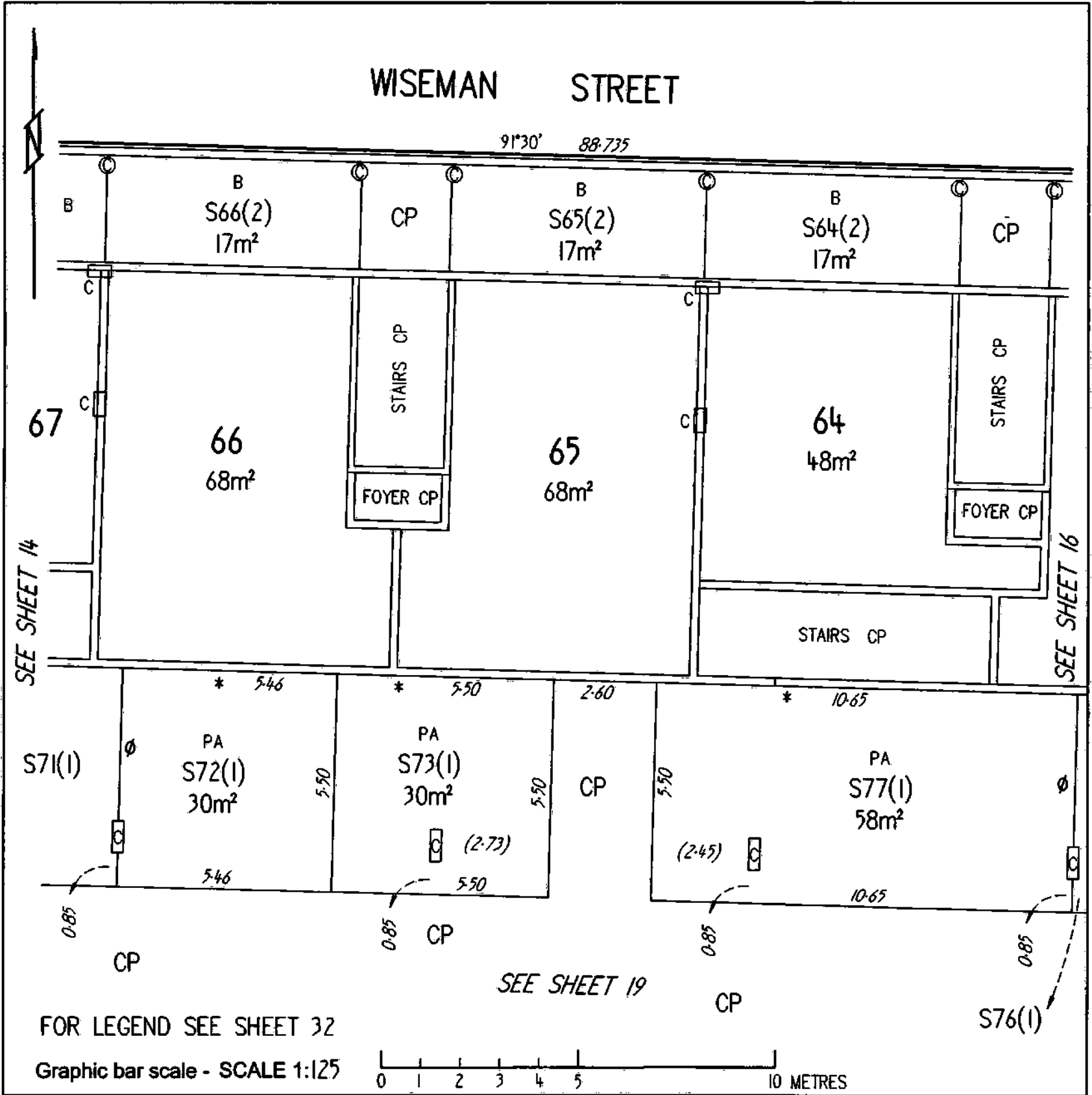
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the AGT Environment and Sustainable Development Directorate

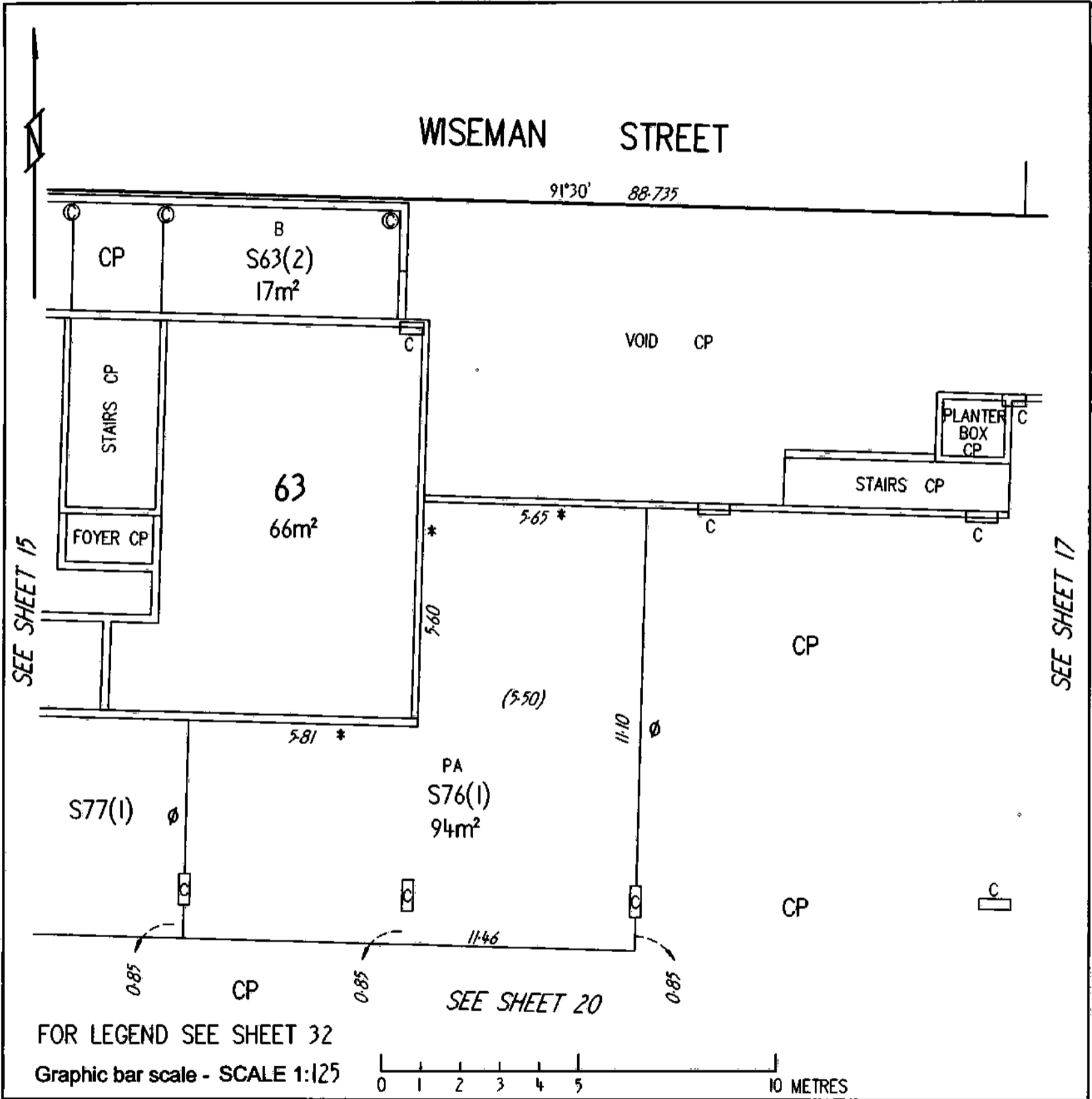
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



FOR LEGEND SEE SHEET 32  
Graphic bar scale - SCALE 1:125

*[Signature]* Director  
*[Signature]* Director  
Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

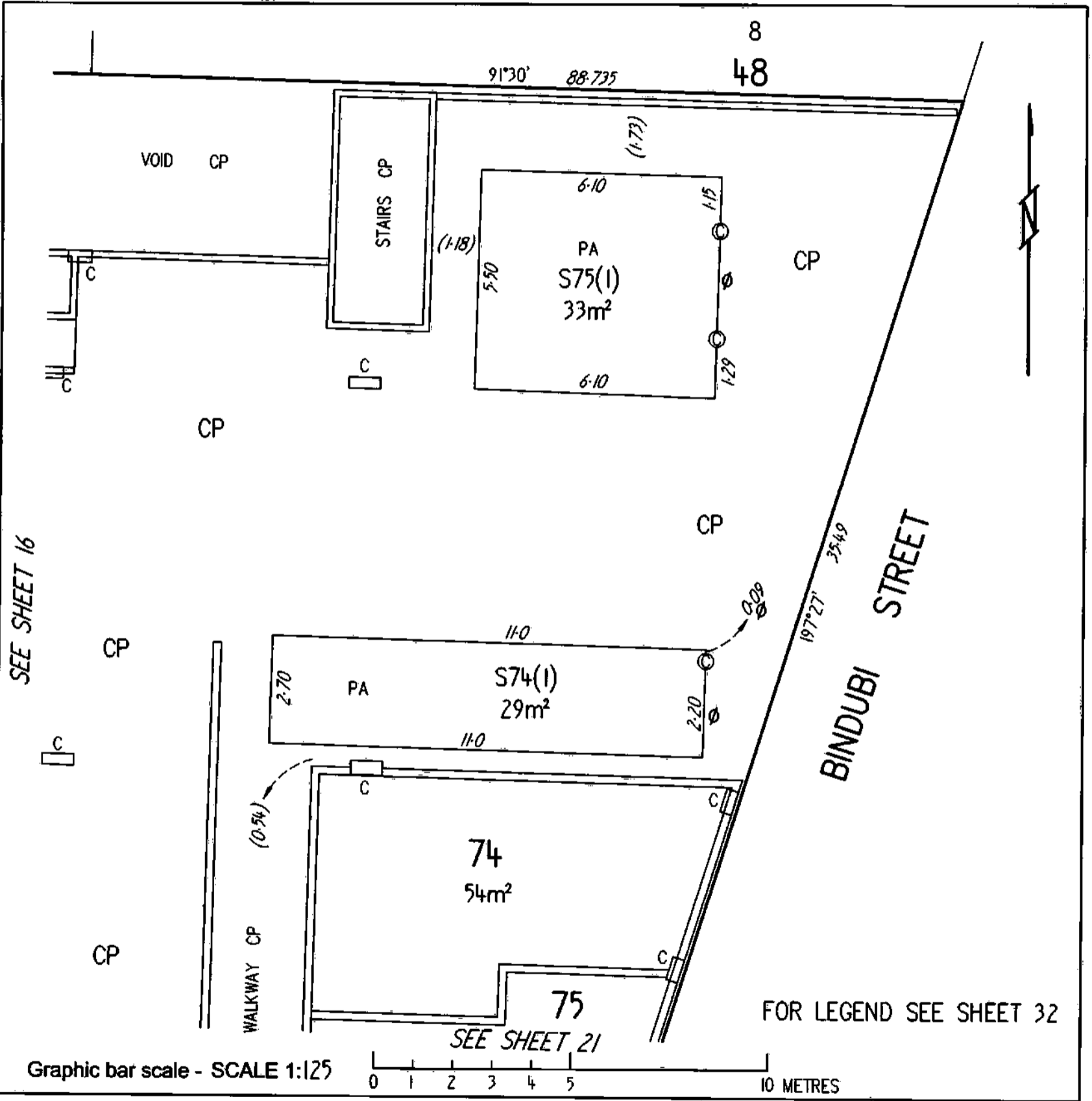
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

LAND TITLES

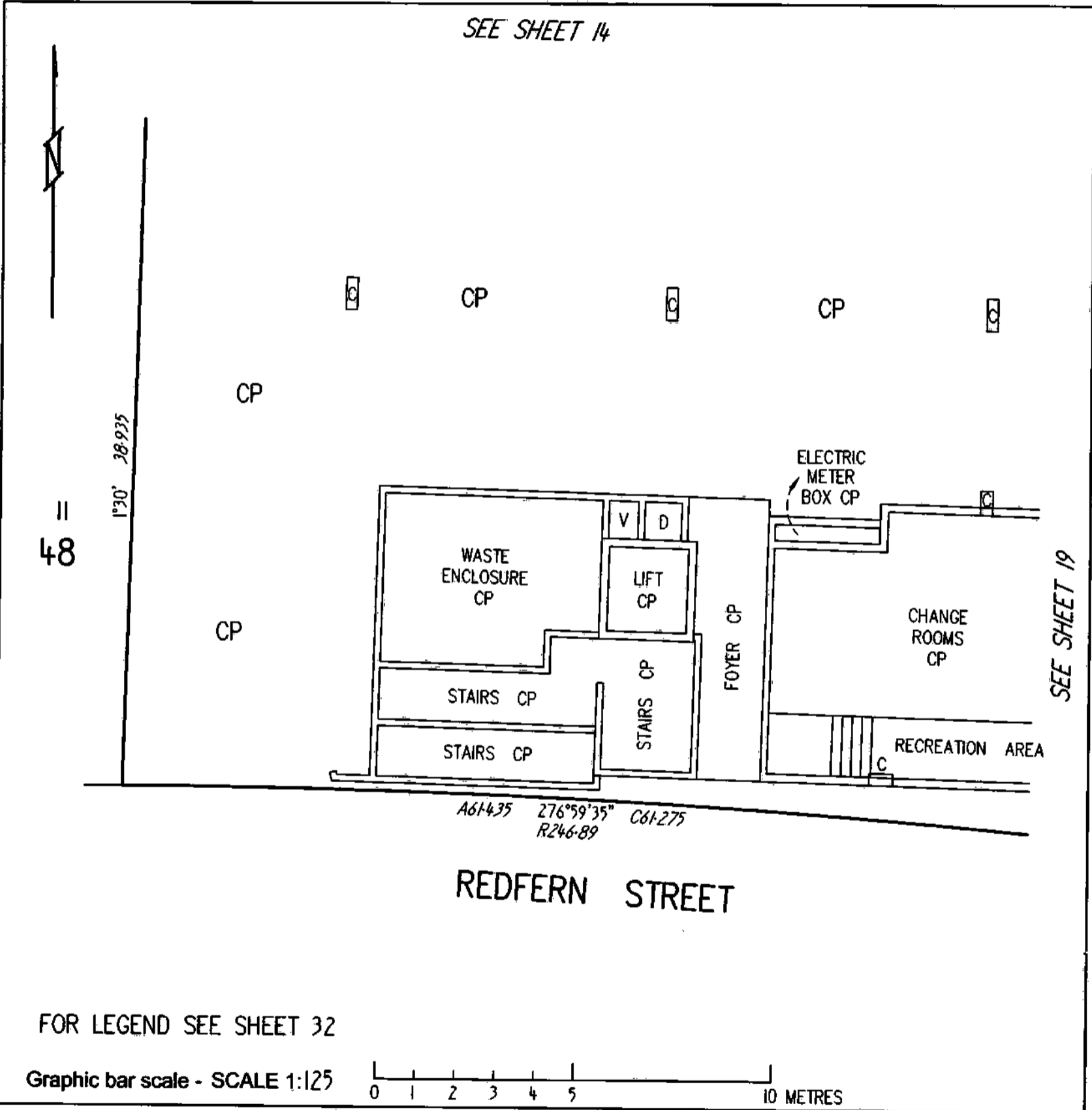
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Marawa Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey...</p> <p>Delegate of the ACT Environment and Sustainable Development Directorate</p>
---	--

# LAND TITLES

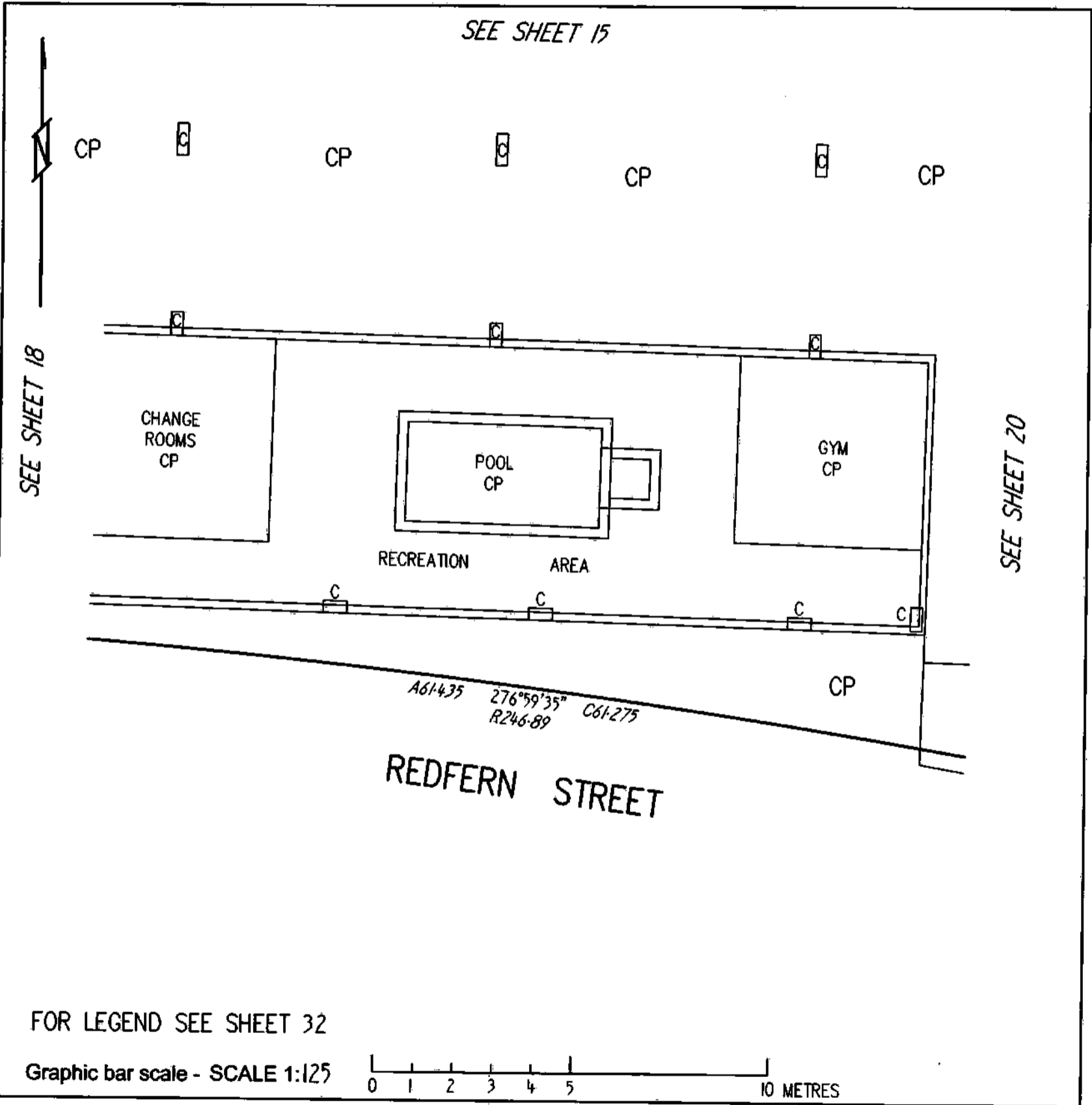
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

Form 091 - FP

## FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

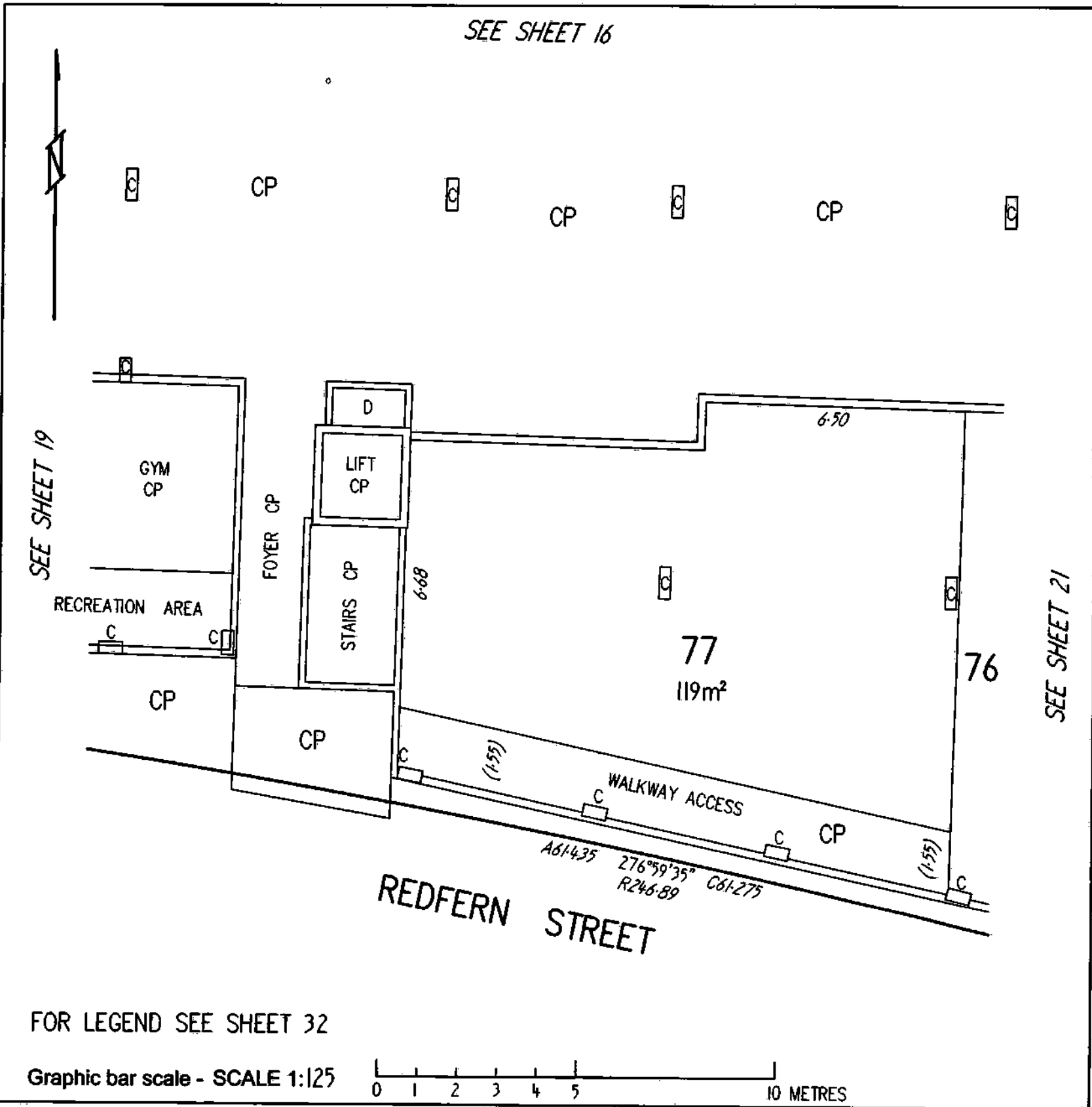
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

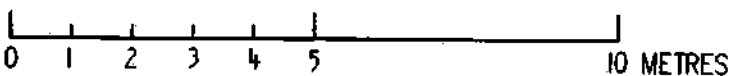
UNITS PLAN No.
3992

FLOOR NUMBER	GROUND
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FOR LEGEND SEE SHEET 32

Graphic bar scale - SCALE 1:125



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable  
 Development Directorate

# LAND TITLES

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

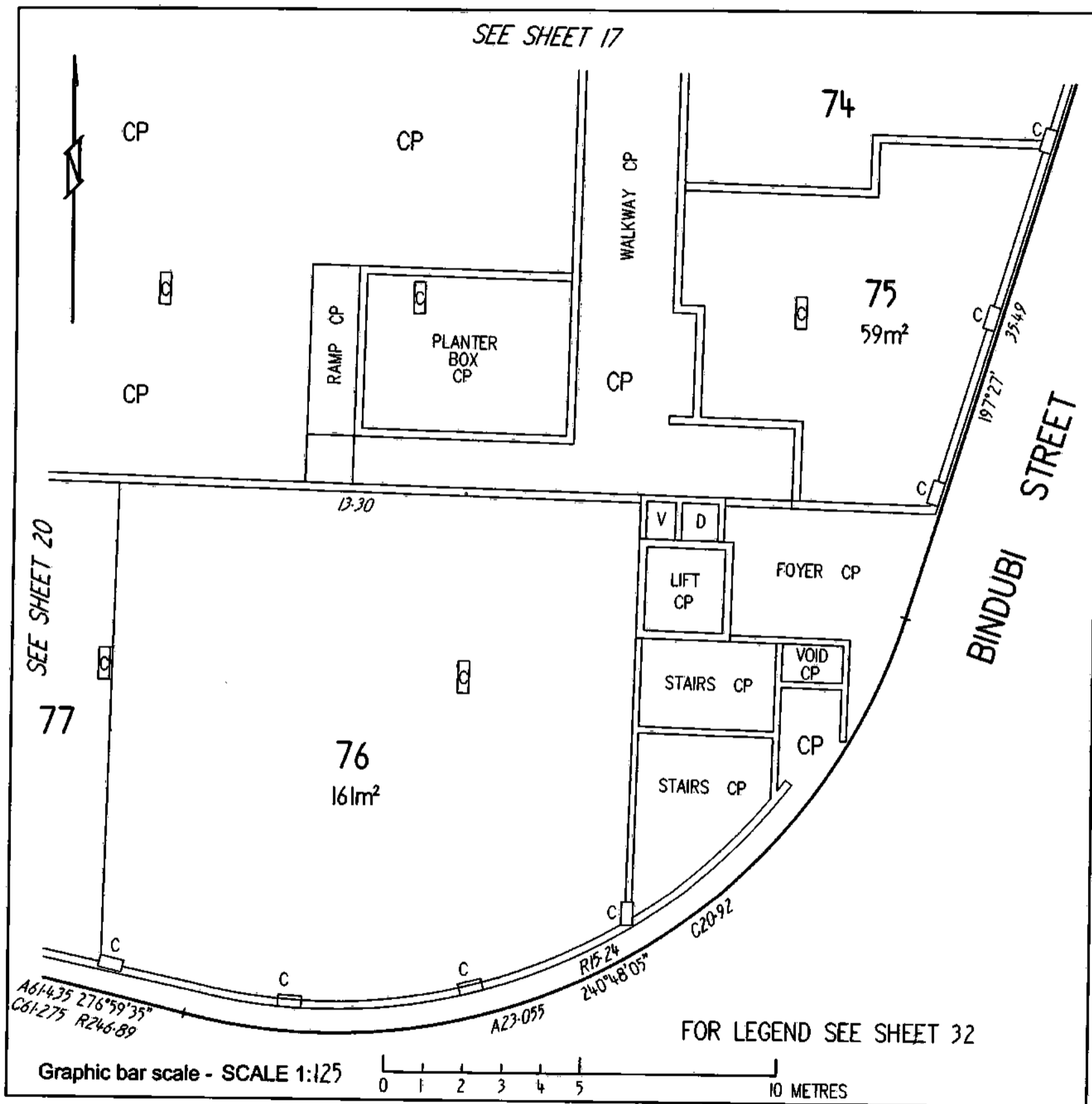
Form 091 - FP

## FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

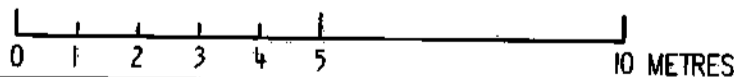
FLOOR NUMBER	GROUND
--------------	--------

SEE SHEET 17



FOR LEGEND SEE SHEET 32

Graphic bar scale - SCALE 1:125



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

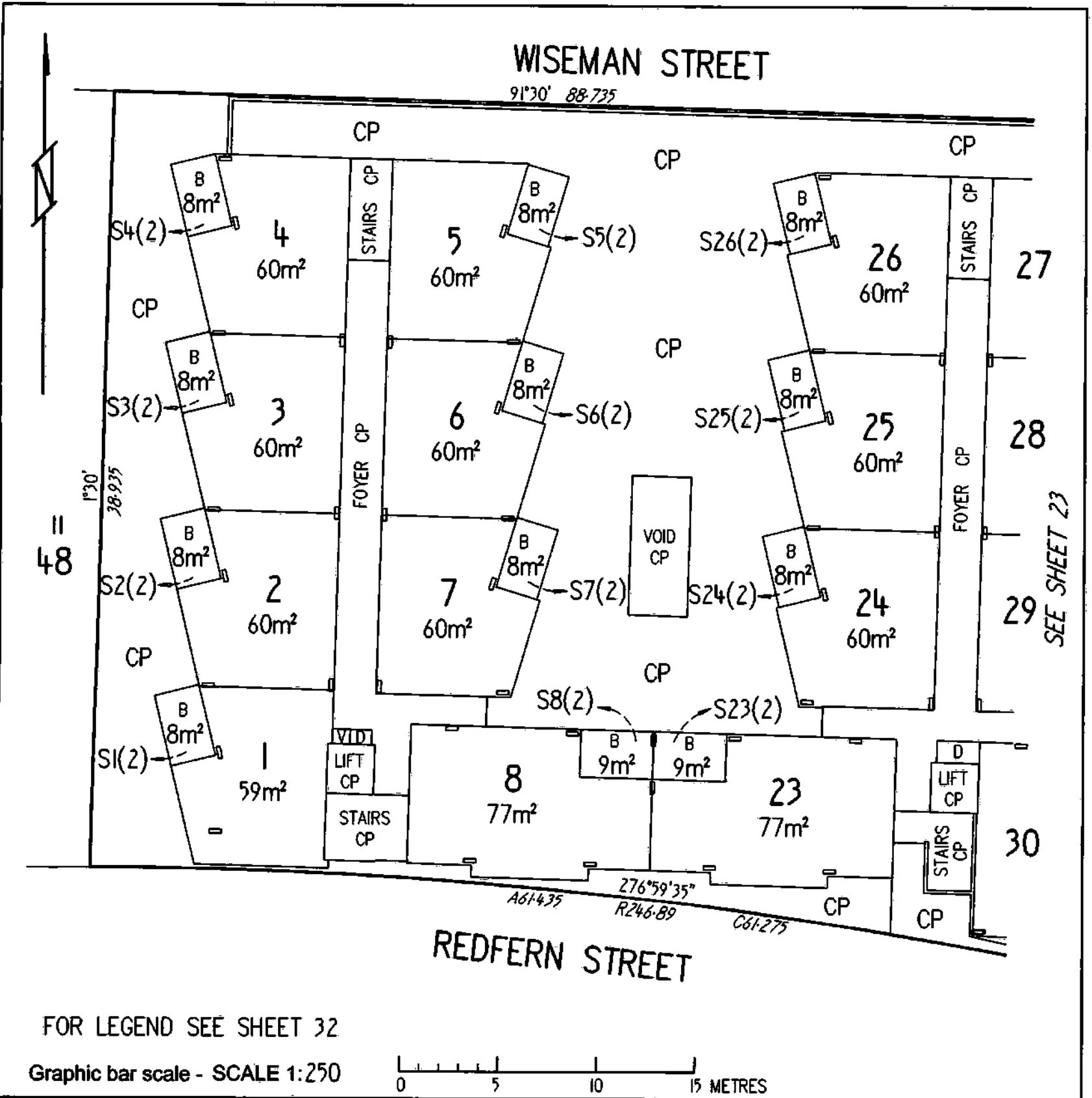
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

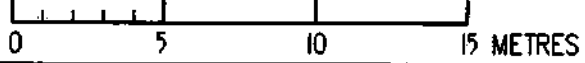
Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

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



FOR LEGEND SEE SHEET 32

Graphic bar scale - SCALE 1:250



<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Macquarie Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey Delegate of the ACT Environment and Sustainable Development Directorate</p>
--	--

Form 091 - FP

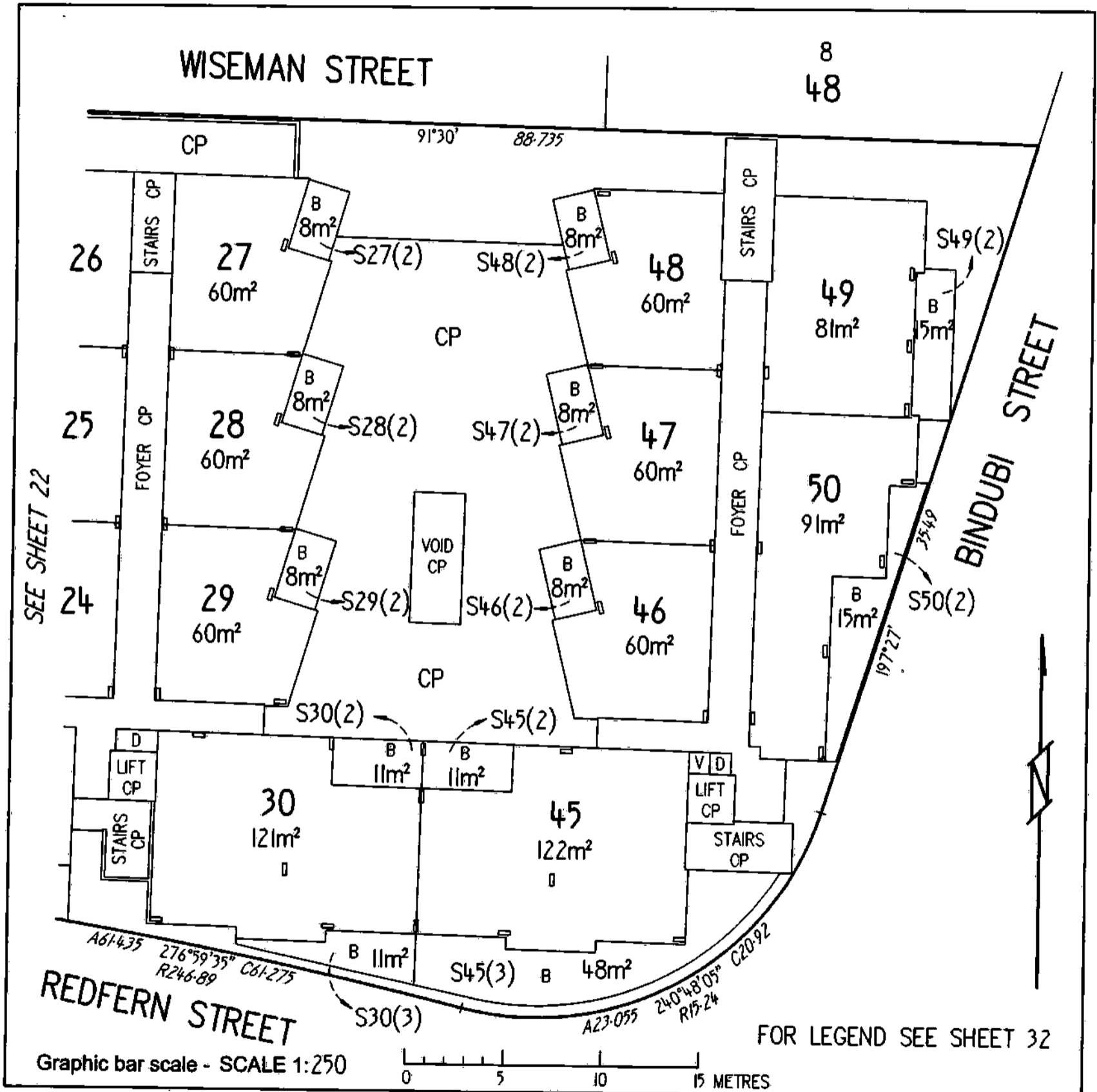
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

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



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

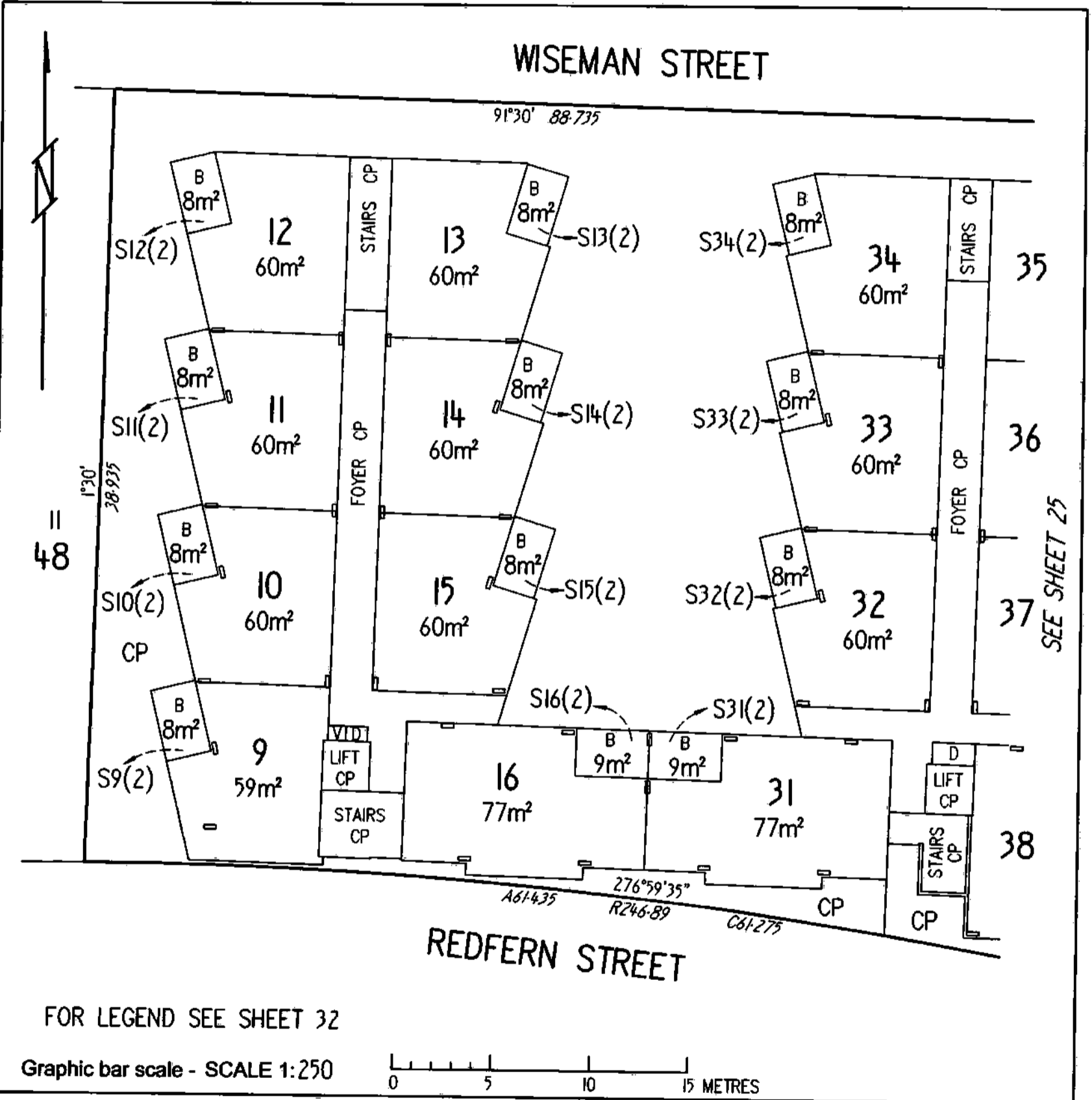
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

FLOOR NUMBER	SECOND
--------------	--------



<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Marawa Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey</p> <p>Delegate of the ACT Environment and Sustainable Development Directorate</p>
---	---

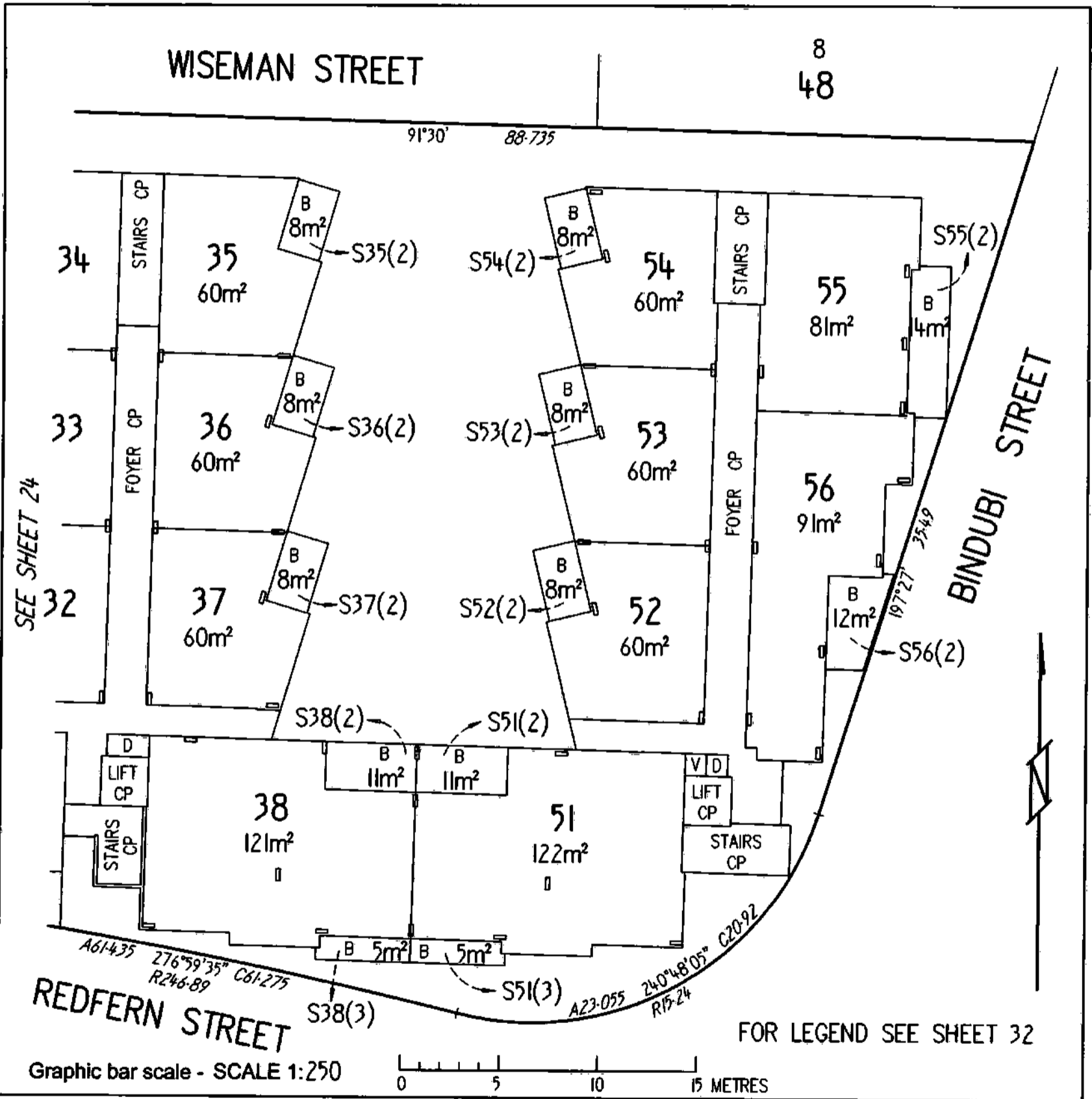
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

FLOOR NUMBER	SECOND
--------------	--------



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

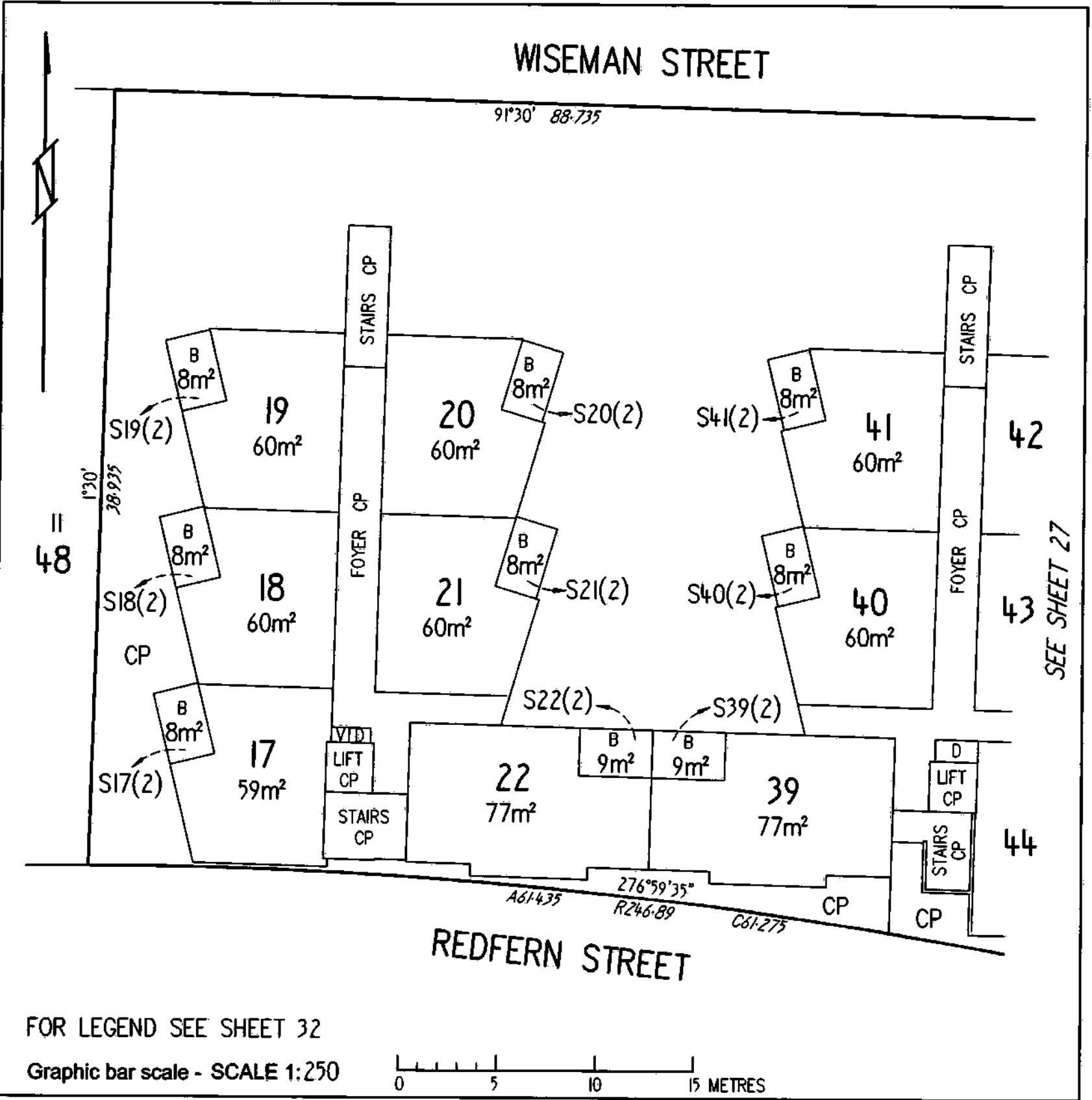
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

FLOOR NUMBER	THIRD
--------------	-------



*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

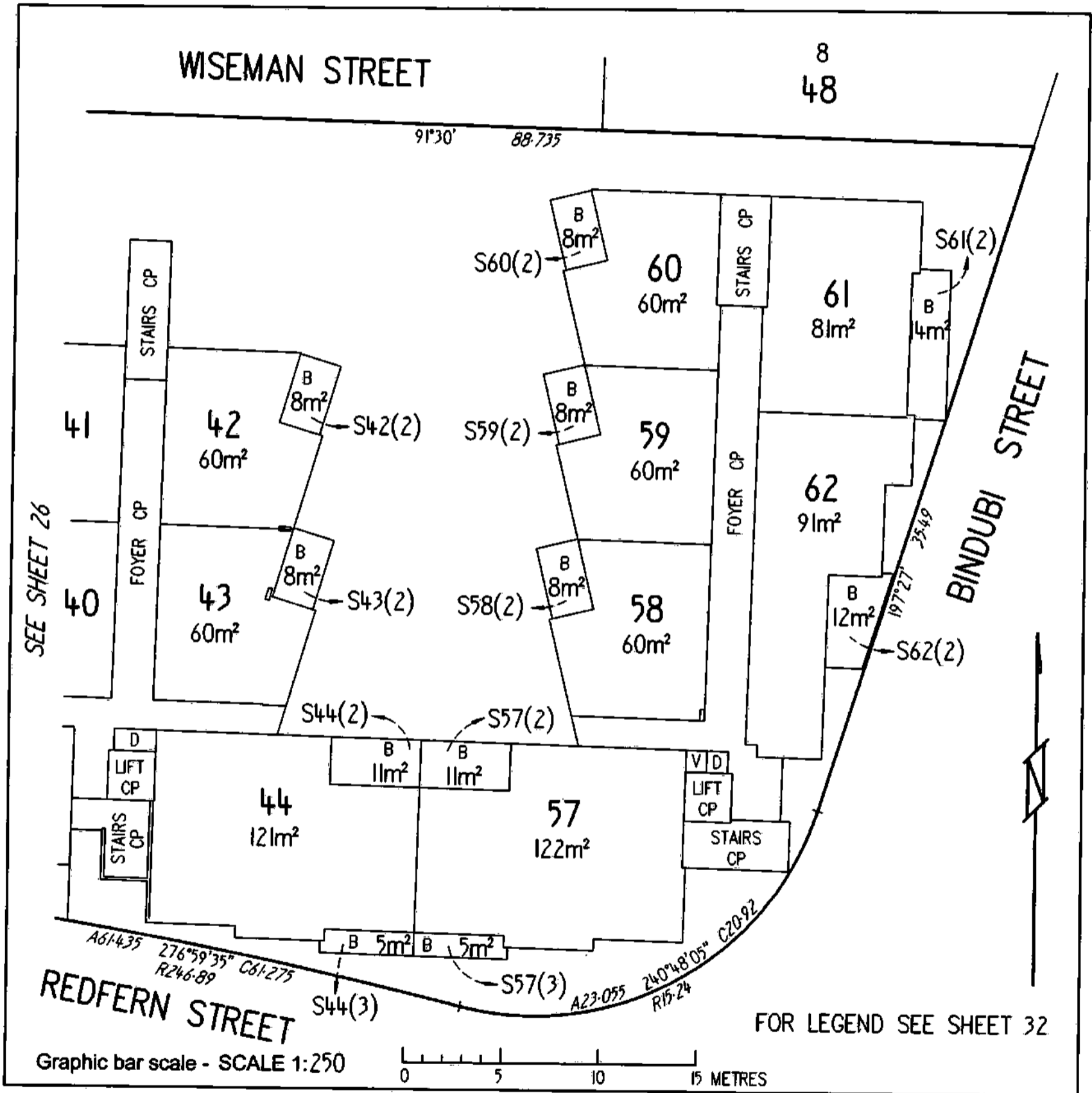
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
MACQUARIE	48	15	3992

FLOOR NUMBER	THIRD
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<p><i>[Signature]</i> Director</p> <p><i>[Signature]</i> Director</p> <p>Marawa Pty Ltd Registered Proprietor</p>	<p><i>[Signature]</i> Lyn Tankey</p> <p>Delegate of the ACT Environment and Sustainable Development Directorate</p>
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Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		TERRACE		BALCONY		
				SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
1	22	FIRST	1	SI	10					S2	22	2
2	22	FIRST	2	SI	10					S2	22	2
3	22	FIRST	3	SI	10					S2	22	2
4	22	FIRST	4	SI	10					S2	22	2
5	22	FIRST	5	SI	10					S2	22	2
6	22	FIRST	6	SI	10					S2	22	2
7	22	FIRST	7	SI	10					S2	22	2
8	22	FIRST	8	SI	10					S2	22	2
9	24	SECOND	9	SI	6					S2	24	2
10	24	SECOND	10	SI	6					S2	24	2
11	24	SECOND	11	SI	6					S2	24	2
12	24	SECOND	12	SI	7					S2	24	2
13	24	SECOND	13	SI	7					S2	24	2
14	24	SECOND	14	SI	7					S2	24	2
15	24	SECOND	15	SI	7					S2	24	2
16	24	SECOND	16	SI	10					S2	24	2
17	26	THIRD	17	SI	7					S2	26	2
18	26	THIRD	18	SI	7					S2	26	2
19	26	THIRD	19	SI	7					S2	26	2
20	26	THIRD	20	SI	7					S2	26	2
21	26	THIRD	21	SI	8					S2	26	2
22	26	THIRD	22	SI	11					S2	26	2
23	22	FIRST	23	SI	11					S2	22	2
24	22	FIRST	24	SI	8					S2	22	2

*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		TERRACE		BALCONY		
				SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
25	22	FIRST	25	SI	8					S2	22	2
26	22	FIRST	26	SI	8					S2	22	2
27	23	FIRST	27	SI	8					S2	23	2
28	23	FIRST	28	SI	8					S2	23	2
29	23	FIRST	29	SI	9					S2	23	2
30	23	FIRST	30	SI	11					S2,S3	23	3
31	24	SECOND	31	SI	11					S2	24	2
32	24	SECOND	32	SI	7					S2	24	2
33	24	SECOND	33	SI	12					S2	24	2
34	24	SECOND	34	SI	9					S2	24	2
35	25	SECOND	35	SI	9					S2	25	2
36	25	SECOND	36	SI	9					S2	25	2
37	25	SECOND	37	SI	9					S2	25	2
38	25	SECOND	38	SI	11					S2,S3	25	3
39	26	THIRD	39	SI	11					S2	26	2
40	26	THIRD	40	SI	12					S2	26	2
41	26	THIRD	41	SI	9					S2	26	2
42	27	THIRD	42	SI	9					S2	27	2
43	27	THIRD	43	SI	9					S2	27	2
44	27	THIRD	44	SI	11					S2,S3	27	3
45	23	FIRST	45	SI	12					S2,S3	23	3
46	23	FIRST	46	SI	12					S2	23	2
47	23	FIRST	47	SI	13					S2	23	2
48	23	FIRST	48	SI	13					S2	23	2

*[Signature]* Director  
*[Signature]* Director  
 Marawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

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OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
MACQUARIE	48	15

UNITS PLAN No.
3992

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		AIRCONDITIONING		TERRACE		BALCONY		
				SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
49	23	FIRST	49	SI	9					S2	23	2
50	23	FIRST	50	SI	9					S2	23	2
51	25	SECOND	51	SI	12					S2,S3	25	3
52	25	SECOND	52	SI	13					S2	25	2
53	25	SECOND	53	SI	13					S2	25	2
54	25	SECOND	54	SI	13					S2	25	2
55	25	SECOND	55	SI	9					S2	25	2
56	25	SECOND	56	SI	9					S2	25	2
57	27	THIRD	57	SI	12					S2,S3	27	3
58	27	THIRD	58	SI	13					S2	27	2
59	27	THIRD	59	SI	12					S2	27	2
60	27	THIRD	60	SI	12					S2	27	2
61	27	THIRD	61	SI	12					S2	27	2
62	27	THIRD	62	SI	12					S2	27	2
63	16	GROUND	63	SI	8					S2	16	2
64	15	GROUND	64	SI	8					S2	15	2
65	15	GROUND	65	SI	8					S2	15	2
66	15	GROUND	66	SI	6					S2	15	2
67	14	GROUND	67	SI	6					S2	14	2
68	14	GROUND	68	SI	6					S2	14	2
69	6	BASEMENT	69	SI	14	S2	6					2
70	6	BASEMENT	70	SI	14							1
71	7	BASEMENT	71	SI	14							1
72	7	BASEMENT	72	SI	15							1
73	7	BASEMENT	73	SI	15							1

*[Signature]* Director  
*[Signature]* Director  
 Macarawa Pty Ltd Registered Proprietor

*[Signature]* Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate



Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
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LEGEND and SPECIFICATION SHEET

**NOTES:**  
 CP - DENOTES COMMON PROPERTY  
 Ø - DENOTES UNIT BOUNDARY THROUGH CENTRELINE OF COLUMN  
 ⊕ - DENOTES UNIT BOUNDARY ALONG FACE OF COLUMN  
 PA - DENOTES CAR PARKING AREA  
 \* - DENOTES UNIT BOUNDARY ALONG FACE OF WALL  
 GE - DENOTES GARBAGE ENCLOSURE (COMMON PROPERTY)  
 B - DENOTES BALCONY  
 T - DENOTES TERRACE  
 P - DENOTES PORCH  
 C - COLUMN (COMMON PROPERTY)  
 V - DENOTES VOID (COMMON PROPERTY)  
 D - DENOTES DUCT (COMMON PROPERTY)  
 AC - DENOTES UNIT SUBSIDIARY FOR AIRCONDITIONING UNIT

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

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

AREAS ARE APPROXIMATE ONLY AND MAY CONTAIN COLUMN AND SERVICE DUCTS WHICH ARE COMMON PROPERTY

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

UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PALN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

*Margana Pty Ltd*  
 Director  
*Albin's*  
 Director  
 Margana Pty Ltd Registered Proprietor

*V Vary*  
 Lyn Tankey  
 Delegate of the ACT Environment and Sustainable Development Directorate

# Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 3992

Block 15 Section 48 Division of MACQUARIE

## 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 thirtieth day of November Two thousand and seventy nine.   |
| 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 - 77 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> ; |

S-G  W

- PURPOSE** (c) To use Units 1 to 77 for one or more of the following purposes:
- (i) community use LIMITED to health facility;
  - (ii) indoor recreation facility;
  - (iii) non-retail commercial use;
  - (iv) residential use LIMITED to multi unit housing provided each unit is used as a single dwelling only;
  - (v) restaurant; and
  - (vi) shop PROVIDED ALWAYS THAT the combined maximum gross floor area for any shop or supermarket selling food shall not exceed a gross floor area of 300 square metres and is LIMITED TO:
    - (A) Unit 69 shall not exceed a maximum gross floor area of 35 square metres;
    - (B) Unit 70 shall not exceed a maximum gross floor of 61 square metres;
    - (C) Unit 71 shall not exceed a maximum gross floor area of 66 square metres;
    - (D) Unit 72 shall not exceed a maximum gross floor area of 76 square metres;
    - (E) Unit 73 shall not exceed a maximum gross floor area of 62 square metres;
- 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;

S.G. BL W

- |                       |  |
|-----------------------|--|
| FAILURE TO REPAIR     | <p>(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;</p> |
| RIGHT OF INSPECTION   | <p>(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;</p>   |
| RATES AND CHARGES     | <p>(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;</p>  |
| PRESERVATION OF TREES | <p>(k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:</p> <p style="margin-left: 40px;">(i) that has been identified in a development approval for retention during the period allowed for construction of the building;</p> <p style="margin-left: 40px;">(ii) to which the <u>Tree Protection Act 2005</u>, applies;</p>  |
| MINERALS AND WATER    | <p>(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.</p>  |

S-G AG ut

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;

S.G.  

NOTICES

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

EXERCISE OF POWERS

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

6. In this schedule unless the contrary intention appears:

- (a) "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) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
  - (i) a large area for handling, storage or display; and/or
  - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;

S.G. AG W

- (d) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (e) "class" for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (f) "community use" means a child care centre, a community activity centre, a community theatre, a cultural facility, a educational establishment, a health facility, a hospital, a place of worship, and/or a religious associated use;
- (g) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods; furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (h) "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;
- (i) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money and providing services to lenders, borrowers and investors on a direct and regular basis;

S.G. AR W

- (j) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking.
- (k) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (l) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (m) "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;
- (n) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (o) "non retail commercial use" means a business agency, financial establishment, office or public agency;
- (p) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;


S-6 AG W

- (q) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (r) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (s) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (t) "residential use" means a caretaker's residence, multi-unit housing, residential care accommodation, retirement complex, single dwelling housing and supportive housing;
- (u) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (v) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (w) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (x) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (y) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (z) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and

S.G. AG WT

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

Dated this...Fourteenth..... day of .....February.....2014.

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

LESSEE: **MARAWA PTY LIMITED A.C.N. 130 985 394**

~~Executed by~~  
~~PTY LIMITED ACN~~  
in accordance with Section 127(1) of the  
Corporations Act 2001 (Cth) by its Directors  
in the presence of:

  
.....  
Director

  
.....  
Director/Secretary

# Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3992

Block 15 Section 48 Division of MACQUARIE

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 thirtieth day of November Two thousand and seventy nine.
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. 3992 ("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;

S.G.  W+

- (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 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) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Authority;
- (h) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporations costs during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications previously submitted to and approved in writing by the Authority;

S.G. AG W+

- (i) 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;
  - (j) 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;
  - (k) 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;
    - (ii) to which the Tree Protection Act 2005, applies;
  - (l) 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

S-G  W

- (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) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 3992';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

S.G. ~~AG~~ UT

- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this fourteenth day of February 2014.



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

LESSEE: **MARAWA PTY LIMITED A.C.N. 130 985 394**

~~Executed by~~

~~PTY LIMITED ACN~~

in accordance with Section 127(1) of the  
Corporations Act 2001 (Cth) by its Directors  
in the presence of:

  
.....  
Director  
.....  
Director/Secretary



**ACT**

Government

Justice and Community Safety

OFFICE OF REGISTERED  
ACT Justice and Community Safety



SR\$1934314

29/08/2014 16:12:27 PIDCS

**1934314**

**SPECIAL  
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 4 - Erections and Alterations

**SUPPORTING DOCUMENTATION**

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

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

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 3992  
ABN: 75 517 376 219 was affixed in the presence of an  
authorised person.



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

Signature	Signature
<b>Craig Bowditch</b> Full Name (Block Letters)	Full Name (Block Letters)
<b>PO Box 3208 WESTON ACT 2611</b> Address	Address
<b>Body Corporate manager</b> Office Held	Office Held

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	- 2 SEP 2014

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the First Annual General Meeting of the Owners held in Canberra on 15 July 2014 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

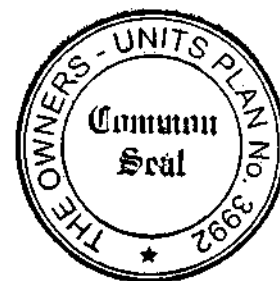
**Article 4 Erections & Alterations (1) (a) by deleting the word “unopposed” and replacing with the words “simple majority of members who vote”**

**Carried by Special Resolution (no dissent noted)**



**MINUTES OF THE FIRST ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992  
Held 15 July 2014**

**At Meeting Rooms, Southern Cross Club Jamieson  
Cnr Catchpole and Bowman Streets Jamieson ACT**



The meeting commenced at 5.45pm.

**Present**

Ms C Dunstan	Unit 4	Ms T J O'Connor	Unit 44
Ms T Huang	Unit 5	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr A Arentz	Unit 57
Ms M McDonogh	Unit 13	Mr P & Mrs C James	Unit 67
Ms E Bozosky	Unit 18		
Ms Rim El Kadi	Unit 38		

Tony Stevens - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

Nominations were called for a chairperson. It was **resolved** that Ms T J O'Connor be chairperson for the meeting. **Carried**

**Apologies**

Mr H & Mrs R Evans                      Unit 62

**Proxies**

The following proxies were tabled:

Mr A Betts	Unit 32	F/O	The Chairperson
Mr M Betts	Unit 54	F/O	The Chairperson
Mr H & Mrs R Evans	Unit 62	F/O	The Chairperson
Mr J Hart	Unit 64	F/O	The Chairperson

It was **resolved** that the proxies be accepted as presented. **Carried**

**Minutes of the Inaugural Meeting**

The meeting went through the Minutes of the Inaugural Meeting held 18 February 2014. All items were debated. Most members received a copy of these minutes. It was agreed copies be available to any members if required.

**Discussion of a Body Corporate**

Body Corporate living is different to living in a house on a separate block of land. Living in a complex such as Units Plan No. 3992 is controlled by the Unit Titles Act 2001 and Unit Titles (Management) Act 2011. These Acts of Parliament set out certain conditions which all members and their tenants are expected to respect.

Each person who purchases a Unit in a complex such as Units Plan No. 3992 becomes a member of that Body Corporate.

Units Plan No. 3992 is an "A Class" development. In "A" Class development the boundary of the unit is midway between the walls, floors and ceilings of the unit. The unit owners are responsible for repair and maintenance, including internal cracking within that unit boundary. The Body Corporate is responsible for the repair and maintenance of what is termed common property. The common property in an "A" Class development is generally the external walls, corridors, roof, driveways, roadways, pools, spas, gymnasium etc. Those owners in an "A" Class development who have a courtyard are responsible for the repair and maintenance of the courtyard which is only accessible by them. In an "A" Class development where a plumbing problem occurs inside the unit. i.e. the membrane in the bathroom or the shower leaks into the

unit below, then the unit owner is responsible for the repair and maintenance of that membrane. If a pipe leaks which services only the bath or shower to that unit and is not common to other units. Then the responsibility for repair and maintenance rests with the individual owner. If a pipe leaks which runs through the cavity and services all the units then the Body Corporate is generally responsible for the repair and maintenance.

The Common Property is owned jointly and severally by all members of the Corporation. These areas are to be maintained in good order for the benefit of all members.

**Insurance**

Currently the Corporation has the following insurance cover:

Company:	CHU
Building:	\$18,000,000
Public Liability:	\$20,000,000
Expiry Date:	11/02/2015
Excess:	\$500.00 Plus \$100.00 for Unoccupied Units



**Insurance Excess: Resolved** to add the following Article:

‘That any excess payable on an Owner’s Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owners Corporation’s common property, then the excess is the responsibility of the Owners Corporation’.

**Carried by Special Resolution (no dissent noted).**

*Members are advised that the cover for Public Liability only covers the Common Property. It is recommended that all owners have their own cover for Contents, Workers Compensation and Public Liability for inside their entitlement.*

**Expenditure Budget**

At the Inaugural Meeting of the Corporation the following budget was approved for the period 18/02/14 to 31/01/15

Cleaning	\$31,000
Common Seal	60
Electricity	14,000
Gardening	5,000
Insurance	16,000
Management Fee	18,480
Maintenance Lift	8,000
Maintenance General	13,000
Pool	8,000
Telephone	1,460
Water Usage	20,000
Administration Fund	\$135,000
Sinking Fund	<u>13,500</u>
<b>Total Contributions</b>	<b>\$148,500</b>

All items were debated.

**Levies**

**Motion 1:** That the Corporation strike a Special Administration Fund levy for Insurance due 11 February 2015 of \$17,000 to be contributed by owners in accordance with their Unit Entitlements. Levy due and payable on 01 December 2014.

**Carried , 13 in favour, 1 against.**

Levy Schedule attached.

### **Default Rules**

The Default Articles as set out in the Unit Titles (Management) Act 2011 were tabled. These were debated.

### **Special Resolution**

It was resolved by Special Resolution to amend Default rule 4, Erections and alterations (1) (a) by deleting the word “unopposed” and replacing with the words “simple majority of members who vote”

**Carried by Special Resolution (no dissent noted).**

### **Executive Committee**

It was resolved that the following members would form the Executive Committee for the ensuing year: Ms R Thamer (Chairperson), Ms T J O'Connor, Ms J Giese, Ms R Kadi, Ms C Dunstan

**Carried.**

### **General Business**

The Manager was asked to investigate and resolve the following issues and advise the Executive Committee of any unresolved issues or quotes for their consideration and direction.

- Arrange for the cleaners to clean the letter boxes for the complex, remove old carpets from lifts and arrange for cleaning of the tiles on level 1 which appear to have a white film on them. Also, to discuss the quality of the weekly cleaning of the complex.
- Arrange for the garden beds and pot plants on level one to receive attention in relation to weeds and replacing dead plants.
- Obtain a quote to install the intercom system at the entrance doors of the visitor's car park entrance to building.
- Arrange for instructions on how to use the intercom system to be placed near all intercom boxes.
- Obtain advice if access can be limited to each unit block only from the intercom for each block.
- Arrange for the front door facing Redfern Street for Units 1 -22 to be adjusted so it closes as people leave.
- Arrange for the sensor light in the fire stairwell on the northern end between level 1 and the basement to be checked as it appears that there is a black spot where it does not work for up to 5 seconds as you descend the building.
- Investigate why the fire exit at Bindubi Street comes out on a garden bed.
- Arrange for the sensor lights in the pool change room shower cubicles to be adjusted in time as they currently turn off after 30 – 40 seconds.
- Continue to liaise with ACT NOWaste in relation to the lids on the domestic rubbish hoppers as they are too heavy to lift and to high to reach.
- Obtain advice from the relevant authorities if the complex requires an evacuation plan in case of fire.

**Alterations and additions:** The meeting was advised that all alterations and additions to each unit must be submitted to the owner's corporation for approval and any unit owner may obtain a copy of the process from the Manager.

There being no further business the meeting closed at 6.50pm.





**ACT**

Government

Justice and Community Safety

OFFICE OF REGULATION  
ACT Justice and Community Safety

LAND TITLES



SR\$1934316

29/08/2014 16:13:07 PIDCS

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

**1934316**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 13 – Insurance Excess

**SUPPORTING DOCUMENTATION**

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

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

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 3992  
ABN: 75 517 376 219 was affixed in the presence of an  
authorised person.



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

Signature	Signature
<b>Craig Bowditch</b> Full Name (Block Letters)	Full Name (Block Letters)
<b>PO Box 3208 WESTON ACT 2611</b> Address	Address
<b>Body Corporate manager</b> Office Held	Office Held

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	- 2 SEP 2014

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the First Annual General Meeting of the Owners held in Canberra on the 15 July 2014 it was resolved by Special Resolution to make the following changes.

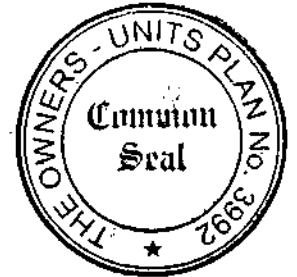
A true copy of that Special Resolution is as follows:

**Article 13 Insurance Excess**

**Resolved** to add the following Rule:

“That any excess payable on an Owners Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owners Corporation’s common property, then the excess is the responsibility of the Owners Corporation.

**Carried by Special Resolution (no dissent noted)**



**MINUTES OF THE FIRST ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992**

**Held 15 July 2014**

**At Meeting Rooms, Southern Cross Club Jamieson  
Cnr Catchpole and Bowman Streets Jamieson ACT**



The meeting commenced at 5.45pm.

**Present**

Ms C Dunstan	Unit 4	Ms T J O'Connor	Unit 44
Ms T Huang	Unit 5	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr A Arentz	Unit 57
Ms M McDonogh	Unit 13	Mr P & Mrs C James	Unit 67
Ms E Bozosky	Unit 18		
Ms Rim El Kadi	Unit 38		

Tony Stevens - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

Nominations were called for a chairperson. It was **resolved** that Ms T J O'Connor be chairperson for the meeting. **Carried**

**Apologies**

Mr H & Mrs R Evans                      Unit 62

**Proxies**

The following proxies were tabled:

Mr A Betts	Unit 32	F/O	The Chairperson
Mr M Betts	Unit 54	F/O	The Chairperson
Mr H & Mrs R Evans	Unit 62	F/O	The Chairperson
Mr J Hart	Unit 64	F/O	The Chairperson

It was **resolved** that the proxies be accepted as presented. **Carried**

**Minutes of the Inaugural Meeting**

The meeting went through the Minutes of the Inaugural Meeting held 18 February 2014. All items were debated. Most members received a copy of these minutes. It was agreed copies be available to any members if required.

**Discussion of a Body Corporate**

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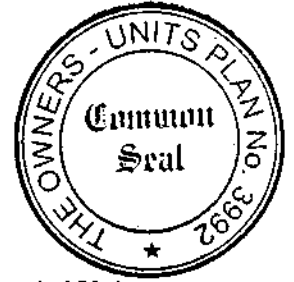
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### Insurance

Currently the Corporation has the following insurance cover:

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Expiry Date:	11/02/2015
Excess:	\$500.00 Plus \$100.00 for Unoccupied Units



**Insurance Excess: Resolved** to add the following Article:

'That any excess payable on an Owner's Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owners Corporation's common property, then the excess is the responsibility of the Owners Corporation'.

**Carried by Special Resolution (no dissent noted).**

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### Expenditure Budget

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Pool	8,000
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Water Usage	20,000
Administration Fund	\$135,000
Sinking Fund	<u>13,500</u>
<b>Total Contributions</b>	<b>\$148,500</b>

All items were debated.

### Levies

**Motion 1:** That the Corporation strike a Special Administration Fund levy for Insurance due 11 February 2015 of \$17,000 to be contributed by owners in accordance with their Unit Entitlements. Levy due and payable on 01 December 2014.

**Carried , 13 in favour, 1 against.**

Levy Schedule attached.

### **Default Rules**

The Default Articles as set out in the Unit Titles (Management) Act 2011 were tabled. These were debated.

### **Special Resolution**

It was resolved by Special Resolution to amend Default rule 4, Erections and alterations (1) (a) by deleting the word "unopposed" and replacing with the words "simple majority of members who vote"

**Carried by Special Resolution (no dissent noted).**

### **Executive Committee**

It was resolved that the following members would form the Executive Committee for the ensuing year: Ms R Thamer (Chairperson), Ms T J O'Connor, Ms J Giese, Ms R Kadi, Ms C Dunstan

**Carried.**

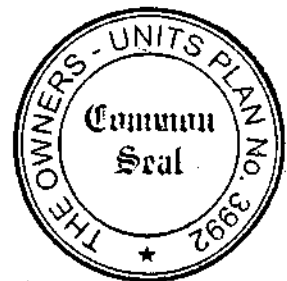
### **General Business**

The Manager was asked to investigate and resolve the following issues and advise the Executive Committee of any unresolved issues or quotes for their consideration and direction.

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- Arrange for the garden beds and pot plants on level one to receive attention in relation to weeds and replacing dead plants.
- Obtain a quote to install the intercom system at the entrance doors of the visitor's car park entrance to building.
- Arrange for instructions on how to use the intercom system to be placed near all intercom boxes.
- Obtain advice if access can be limited to each unit block only from the intercom for each block.
- Arrange for the front door facing Redfern Street for Units 1 -22 to be adjusted so it closes as people leave.
- Arrange for the sensor light in the fire stairwell on the northern end between level 1 and the basement to be checked as it appears that there is a black spot where it does not work for up to 5 seconds as you descend the building.
- Investigate why the fire exit at Bindubi Street comes out on a garden bed.
- Arrange for the sensor lights in the pool change room shower cubicles to be adjusted in time as they currently turn off after 30 – 40 seconds.
- Continue to liaise with ACT NOWaste in relation to the lids on the domestic rubbish hoppers as they are too heavy to lift and to high to reach.
- Obtain advice from the relevant authorities if the complex requires an evacuation plan in case of fire.

**Alterations and additions:** The meeting was advised that all alterations and additions to each unit must be submitted to the owner's corporation for approval and any unit owner may obtain a copy of the process from the Manager.

There being no further business the meeting closed at 6.50pm.





**ACT**  
Government

Justice and Community Safety



SR\$2142265

06/03/2018 10:57:40 SUMMT

**2142265**

Land Titles Act 1925

Form 094 - SR

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 13- Hard Floors

**SUPPORTING DOCUMENTATION**

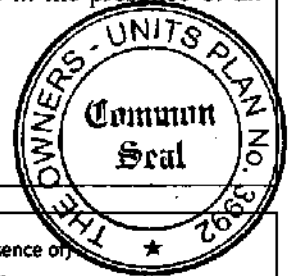
(Please tick appropriate item – Original signed copy must be supplied)

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

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 3992 ABN 75 517 376 219 was affixed in the presence of an authorised person.



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

Signature	Signature
Full Name (Block Letters) <b>DARREN WALTON</b>	Full Name (Block Letters) <b>OMAR RAMSDEN</b>
Address <b>5 LYONS PLACE LYONS ACT 2606</b>	Address <b>5 LYONS PLACE LYONS ACT 2606</b>
Office Held <b>BODY CORPORATE MANAGER</b>	Office Held <b>BODY CORPORATE MANAGER</b>

**OFFICE USE ONLY**

Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by			
Registered by		Registration Date	<b>4 APR 2018</b>

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 4 May 2017 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 – New Rule –Hard Floors;**

**“That the following new rule be adopted:**

1. A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface-
  - i. with the approval of the Executive Committee; and
  - ii. in accordance with the Mystere Hard Floors Policy.
2. The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents’ peaceful enjoyment of their units. The policy is available from the Managing Agent.
3. Clauses (1) and (2) above do not apply to floors in kitchens and bathrooms

**Mystere Hard Floors Policy**

An owner must not replace the carpet or other floor covering with any substance which may disturb the peaceful enjoyment of any occupant of a unit. Before installing timber, tile or other type of hard floor, an owner must seek and obtain, in writing, the approval of the Executive Committee. An application for approval must be accompanied by a report from an accredited acoustical consultant that the proposed replacement flooring is of a 4 star rating as specified for the impact isolation of floors between tenancies in the *Association of Australian Acoustical Consultants Star Rating for Apartments and Townhouses November 2009*.

**Carried by Special Resolution**



**MINUTES OF THE ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992  
HELD 4 MAY 2017  
BELCONNEN COMMUNITY CENTRE, BELCONNEN**

The meeting commenced at 6.00 pm.

**Present**

Ms M Walizada	Unit 3	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr D Swift	Unit 48
Ms M McDonogh	Unit 13	Ms N Harrison	Unit 50
Ms E Bozsoky	Unit 18	Mr G Collie	Unit 58
Ms D Hey	Unit 29	Ms H Bush	
Mr M Rigter		Ms A Connors	Unit 56
Ms R El Kadi	Unit 38	Mrs R Evans	Unit 62

Darren Walton - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

**Resolved** that Ms Connors chair the meeting. **Carried.**

**Proxies**

**Resolved** that the following proxies/absentee votes be accepted:

A E & J A Connah	Unit 30	F/O	The Chairperson
F T Andrews	Unit 39	F/O	The Chairperson
J D Arentz & A L Arentz	Unit 57	F/O	Absentee Vote

**Carried.**

**Minutes of the previous Annual General Meeting**

The Manager advised that Ms C Dunstan had been incorrectly recorded as being elected to the EC instead of Ms M Hinson. It was noted that EC business correspondence has (correctly) been sent to Ms Hinson (and not to Ms Dunstan) during the year.

**Motion 1: Resolved** that the minutes of the previous Annual General Meeting be confirmed as corrected. **Carried.**

**Matters arising from the Minutes of the Previous Annual General Meeting**

Any matters will be dealt with during the meeting.

**Financial Report**

**Motion 2: Resolved** that the financial statements be accepted as presented. **Carried.**



**Management Agreement**

**Motion 3: Resolved** that the Corporation appoint ACT Strata Management Services as per the Management Agreement circulated with notice of this meeting. **Carried.**

**Insurance**

**Motion 4: Resolved** that the Corporation obtains a valuation for insurance purposes and to adjust the level of insurance in accordance with the valuation. **Carried.**

**Expenditure**

**Motion 5a: Resolved** that the proposed Administration Fund expenditure budget of \$158 520 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

**Security Upgrade:** The Manager also tabled a quotation of \$15 250 (ex GST) for the installation of CCTV cameras in the car parks of the complex. Some owners expressed the view that the ongoing costs for maintenance of the cameras and paying a contractor to view footage were expenses the Body Corporate needed to fully consider before agreeing to this installation. The meeting agreed that CCTV cameras could be considered at another time.

A number of alternative and perhaps more cost effective security tightening measures were discussed with the meeting agreeing to reduce the provision in Sinking Fund expenditure budget for Security Upgrade to \$10 000 with the Manager to obtain a proposal to fit jam plates (to prevent the door tongues being jimmed and opened) to all exterior facing doors and to the doors into the floors from the (fire escape) stairwells.

The meeting agreed that covering (or replacing) the main gate of the underground car park may be an option to make it difficult for thieves to see exactly what is in the car park and to see how they can escape. This option may be considered during the year for consideration at the next AGM.

Further discussion regarding security to each floor was held and it was noted that intruders had found their way to these areas of the complex.

The Manager to further request the following from the lift contractor:

- Is swipe access to the lift available that restricts access to residents to their own floor and the car park?
- If so, is it possible to link it to the intercom system?
- If so, how much would it cost and to what extent could it be linked?

**Resolved** the EC will consider the above proposals once to hand. **Carried.**

The Manager tabled quotes to install 1 or 2 bike cage enclosures in each corner of the basement car park and also to install some storage lockers on common property. The meeting agreed that the higher priority was security and the building up of Sinking Fund reserves while keeping levy increases to a minimum. The meeting agreed to remove the \$20 000 provision from the proposed budget.

**Motion 5b (amended): Resolved** that the Sinking Fund expenditure budget of \$10 000 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

#### Levies

**Motion 6a: Resolved** that the Corporation strike an Administration Fund levy of \$159 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

The meeting noted that funds need to be built up in the Sinking Fund to ensure adequate funds are available for future capital works and that Sinking Fund expenditure for works that are not forecast in the plan need to be covered by further increasing Sinking Fund Levies. The meeting agreed to raise the proposed Sinking Fund levy \$10 000 to cover costs associated to tighten security at the complex.

**Motion 6b (amended): Resolved** that the Corporation strike a Sinking Fund levy of \$39 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

#### Executive Committee

**Resolved** that the following members form the Executive Committee for the ensuing year:

Ms J Giese, Ms R Kadi, Ms N Harrison, Ms Bozsoky, Ms A Connors, Ms R Thamer & Ms M Wabzada  
**Carried.**



#### General Business

##### **Motion 7: Special Privilege – Unopposed Resolution**

The owner of Unit 44 seeks a Special Privilege over the common property to install 2 solar panels on the roof above the unit to service 2 lights in the unit:

- The installation will involve mounting 2 solar panels onto the roof and a small hole made to run cables into Unit 44. The hole will be drilled at the peak of the corrugation on the roof so it does not have an opportunity for water to pool over it so it cannot leak.
- All work will be carried out by appropriately qualified tradesperson.
- All work will be in accordance with any Territory Law applicable in the circumstances.
- All costs associated with the above works are borne by the owner of Unit 44.

The meeting discussed the request for a Special Privilege over the common property by the owner of Unit 44 and concerns were raised as to the future responsibility for maintenance to the common property roof as a result of the proposed installation. There was a view that the very large roof space area of the complex could be an asset to the Owners Corporation in future by way of installing a large number of panels on the roof which would be to the benefit of all owners.

After much discussion the meeting voted with the result being 2 votes for the motion with 13 against the motion, therefore the Unopposed Resolution Failed.

**Pool:** The meeting discussed the status and the future of the pool and it was noted that it costs around \$8 000 per year just to maintain. It was generally agreed that it was difficult to justify this expense however it was noted there are benefits to the Owner Corporation as a whole being able to market the complex as having a pool which probably makes the expenditure to maintain the pool more justifiable. The meeting agreed they were generally not satisfied with the current pool service contractor and resolved the Manager obtain quotes from other pool services companies to maintain the pool for the EC to consider. **Carried.**

**ACT Civil & Administrative Tribunal (ACAT):**

The owner of Unit 29 tabled the transcript of the decision from ACAT of the case brought against the owner of Unit 29 by the Owners Corporation in 2015 and this transcript is attached to these minutes.

**Mystere Community Guidelines/House Rules:** The Executive Committee has been working on a set of Rules/Guidelines for the complex and these were tabled at the meeting. The owner of unit 29 advised that given the decision and direction from ACAT then it was not appropriate to call these "Rules" because they cannot be enforced. The meeting agreed to amend this along with a number of other amendments to the proposed guidelines for the complex that will be known as the Mystere Community Guidelines.

**Motion 8: Resolved** that the Mystere Community Guidelines be accepted as the guidelines for residents while residing at the Mystere. **Carried by Special Resolution.**

\*The Mystere Community Guidelines are attached to these Minutes and all owners are requested to pass a copy onto the occupiers of their unit.

**Body Corporate Approvals (Erections and Alterations)**

**Motion 9: Resolved** to change the Schedule 4, Default Rule 4(1) so that it reads as follows:

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the Corporation; and
- (b) in accordance with any requirements of any applicable Territory law (for example, a law requiring development approval to be obtained for the erection or alteration.)

**Carried by Special Resolution.**

The changed rule to be registered at the Land Titles Office.

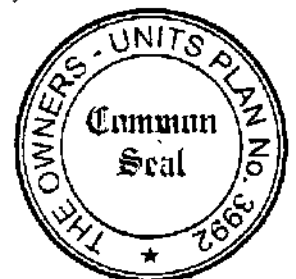
**Special Resolution: New Rule – Hard Floors.**

**Motion 10: "That the following new rule be adopted:**

- (1) A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface –
  - i. with the approval of the Executive Committee; and
  - ii. in accordance with the Mystere Hard Floors Policy.
- (2) The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents' peaceful enjoyment of their units. The policy is available from the Managing Agent.
- (3) Clauses (1) and (2) above do not apply to floors in kitchens or bathrooms.

**Resolved** that the new Rule regarding the installation of hard floors, in accordance with the Hard Floors Policy, be accepted. **Carried by Special Resolution.**

The new rule is to be registered at the Land Titles Office.



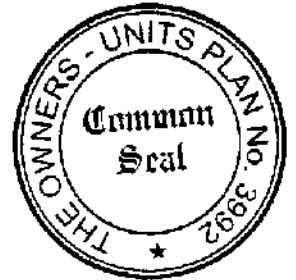
The meeting resolved to adopt the following as the Mystere Hard Floors Policy:

**Mystere Hard Floors Policy**

An owner must not replace the carpet or other floor covering with any substance which may disturb the peaceful enjoyment of any occupant of a unit. Before installing timber, tiled or other type of hard floor, an owner must seek and obtain, in writing, the approval of the Executive Committee. An application for approval must be accompanied by a report from an accredited acoustical consultant that the proposed replacement flooring is of a 4 Star Rating as specified for the impact isolation of floors between tenancies in the *Association of Australian Acoustical Consultants Star Rating for Apartments and Townhouses, November 2009*.

**Carried by Special Resolution.**

There being no further business the meeting closed at 8.23pm.



# 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** 3992  
A2 **Annual General Meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made 4/05/2017

*Tick applicable box, or both boxes if applicable:*

- Regularly Convened**  
The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).
- Convened after adjournment**  
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

### A3 **Reduced quorum decisions**

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

Date of Decision	Full text of reduced quorum decision
4/05/2017	See attached Minutes

### A4 **Owners corporation declaration**

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

  
Date: 5/05/2017



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

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General Information

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

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions-adjournment following quorum trouble*

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

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

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

The petition must-

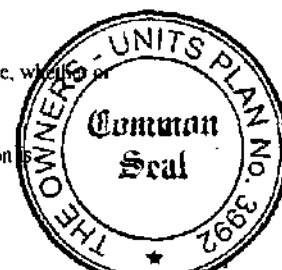
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

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

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

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

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





**ACT**  
Government

Justice and Community Safety

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

**SPECIAL  
BY OWNERS**



SR\$2142266

06/03/2018 10:58:34 SUMPT

**2142266**

Land Titles Act 1925

Form 094 - SR

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 4- Erections & Alterations

**SUPPORTING DOCUMENTATION**

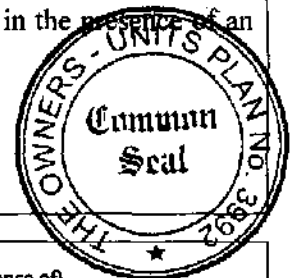
(Please tick appropriate item - Original signed copy must be supplied)

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

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 3992  
ABN 75 517 376 219 was affixed in the presence of an  
authorised person.



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

Signature	Signature
Full Name (Block Letters) <b>DARREN WALTON</b>	Full Name (Block Letters) <b>OMAR RAMSDEN</b>
Address <b>5 LYONS PLACE LYONS ACT 2606</b>	Address <b>5 LYONS PLACE LYONS ACT 2606</b>
Office Held <b>BODY CORPORATE MANAGER</b>	Office Held <b>BODY CORPORATE MANAGER</b>

**OFFICE USE ONLY**

Lodged by		Annexures/Attachments	<del>Minutes/Resolution/Motion</del>
Data entered by			
Registered by		Registration Date	<b>4 APR 2018</b>

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 4 May 2017 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

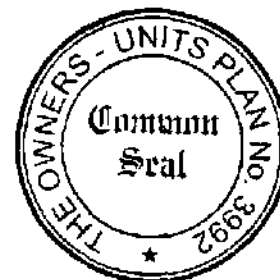
**Article 4 Erections & Alterations;**

**Resolved** to change the Rule (4) so that it reads as follows;

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the corporation; and
- (b) In accordance with any requirements of any applicable Territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

**Carried by Special Resolution.**



**MINUTES OF THE ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992  
HELD 4 MAY 2017  
BELCONNEN COMMUNITY CENTRE, BELCONNEN**

The meeting commenced at 6.00 pm.

**Present**

Ms M Walizada	Unit 3	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr D Swift	Unit 48
Ms M McDonogh	Unit 13	Ms N Harrison	Unit 50
Ms E Bozsoky	Unit 18	Mr G Collie	Unit 58
Ms D Hey	Unit 29	Ms H Bush	
Mr M Rigter		Ms A Connors	Unit 56
Ms R El Kadi	Unit 38	Mrs R Evans	Unit 62

Darren Walton - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

**Resolved** that Ms Connors chair the meeting. **Carried.**

**Proxies**

**Resolved** that the following proxies/absentee votes be accepted:

A E & J A Connah	Unit 30	F/O	The Chairperson
F T Andrews	Unit 39	F/O	The Chairperson
J D Arentz & A L Arentz	Unit 57	F/O	Absentee Vote

**Carried.**

**Minutes of the previous Annual General Meeting**

The Manager advised that Ms C Dunstan had been incorrectly recorded as being elected to the EC instead of Ms M Hinson. It was noted that EC business correspondence has (correctly) been sent to Ms Hinson (and not to Ms Dunstan) during the year.

**Motion 1: Resolved** that the minutes of the previous Annual General Meeting be confirmed as corrected. **Carried.**

**Matters arising from the Minutes of the Previous Annual General Meeting**

Any matters will be dealt with during the meeting.

**Financial Report**

**Motion 2: Resolved** that the financial statements be accepted as presented. **Carried.**

**Management Agreement**

**Motion 3: Resolved** that the Corporation appoint ACT Strata Management Services as per the Management Agreement circulated with notice of this meeting. **Carried.**

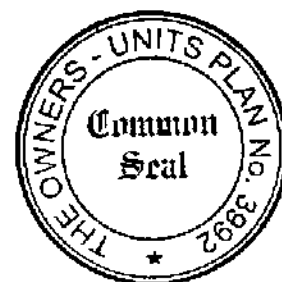
**Insurance**

**Motion 4: Resolved** that the Corporation obtains a valuation for insurance purposes and to adjust the level of insurance in accordance with the valuation. **Carried.**

**Expenditure**

**Motion 5a: Resolved** that the proposed Administration Fund expenditure budget of \$158 520 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

**Security Upgrade:** The Manager also tabled a quotation of \$15 250 (ex GST) for the installation of CCTV cameras in the car parks of the complex. Some owners expressed the view that the ongoing costs for maintenance of the cameras and paying a contractor to view footage were expenses the Body Corporate needed to fully consider before agreeing to this installation. The meeting agreed that CCTV cameras could be considered at another time.



A number of alternative and perhaps more cost effective security tightening measures were discussed with the meeting agreeing to reduce the provision in Sinking Fund expenditure budget for Security Upgrade to \$10 000 with the Manager to obtain a proposal to fit jam plates (to prevent the door tongues being jimmied and opened) to all exterior facing doors and to the doors into the floors from the (fire escape) stairwells.

The meeting agreed that covering (or replacing) the main gate of the underground car park may be an option to make it difficult for thieves to see exactly what is in the car park and to see how they can escape. This option may be considered during the year for consideration at the next AGM.

Further discussion regarding security to each floor was held and it was noted that intruders had found their way to these areas of the complex.

The Manager to further request the following from the lift contractor:

- Is swipe access to the lift available that restricts access to residents to their own floor and the car park?
- If so, is it possible to link it to the intercom system?
- If so, how much would it cost and to what extent could it be linked?

**Resolved** the EC will consider the above proposals once to hand. **Carried.**

The Manager tabled quotes to install 1 or 2 bike cage enclosures in each corner of the basement car park and also to install some storage lockers on common property. The meeting agreed that the higher priority was security and the building up of Sinking Fund reserves while keeping levy increases to a minimum. The meeting agreed to remove the \$20 000 provision from the proposed budget.

**Motion 5b (amended): Resolved** that the Sinking Fund expenditure budget of \$10 000 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

#### Levies

**Motion 6a: Resolved** that the Corporation strike an Administration Fund levy of \$159 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

The meeting noted that funds need to be built up in the Sinking Fund to ensure adequate funds are available for future capital works and that Sinking Fund expenditure for works that are not forecast in the plan need to be covered by further increasing Sinking Fund Levies. The meeting agreed to raise the proposed Sinking Fund levy \$10 000 to cover costs associated to tighten security at the complex.

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#### Executive Committee

**Resolved** that the following members form the Executive Committee for the ensuing year:

Ms J Giese, Ms R Kadi, Ms N Harrison, Ms Bozsoky, Ms A Connors, Ms R Thamer & Ms M Walz. **Carried.**



#### General Business

##### **Motion 7: Special Privilege – Unopposed Resolution**

The owner of Unit 44 seeks a Special Privilege over the common property to install 2 solar panels on the roof above the unit to service 2 lights in the unit:

- The installation will involve mounting 2 solar panels onto the roof and a small hole made to run cables into Unit 44. The hole will be drilled at the peak of the corrugation on the roof so it does not have an opportunity for water to pool over it so it cannot leak.
- All work will be carried out by appropriately qualified tradesperson.
- All work will be in accordance with any Territory Law applicable in the circumstances.
- All costs associated with the above works are borne by the owner of Unit 44.

The meeting discussed the request for a Special Privilege over the common property by the owner of Unit 44 and concerns were raised as to the future responsibility for maintenance to the common property roof as a result of the proposed installation. There was a view that the very large roof space area of the complex could be an asset to the Owners Corporation in future by way of installing a large number of panels on the roof which would be to the benefit of all owners.

After much discussion the meeting voted with the result being 2 votes for the motion with 13 against the motion, therefore the Unopposed Resolution **Failed**.

**Pool:** The meeting discussed the status and the future of the pool and it was noted that it costs around \$8 000 per year just to maintain. It was generally agreed that it was difficult to justify this expense however it was noted there are benefits to the Owner Corporation as a whole being able to market the complex as having a pool which probably makes the expenditure to maintain the pool more justifiable. The meeting agreed they were generally not satisfied with the current pool service contractor and **resolved** the Manager obtain quotes from other pool services companies to maintain the pool for the EC to consider. **Carried.**

**ACT Civil & Administrative Tribunal (ACAT):**

The owner of Unit 29 tabled the transcript of the decision from ACAT of the case brought against the owner of Unit 29 by the Owners Corporation in 2015 and this transcript is attached to these minutes.

**Mystere Community Guidelines/House Rules:** The Executive Committee has been working on a set of Rules/Guidelines for the complex and these were tabled at the meeting. The owner of unit 29 advised that given the decision and direction from ACAT then it was not appropriate to call these "Rules" because they cannot be enforced. The meeting agreed to amend this along with a number of other amendments to the proposed guidelines for the complex that will be known as the Mystere Community Guidelines.

**Motion 8: Resolved** that the Mystere Community Guidelines be accepted as the guidelines for residents while residing at the Mystere. **Carried by Special Resolution.**

\*The Mystere Community Guidelines are attached to these Minutes and all owners are requested to pass a copy onto the occupiers of their unit.

**Body Corporate Approvals (Erections and Alterations)**

**Motion 9: Resolved** to change the Schedule 4, Default Rule 4(1) so that it reads as follows:

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the Corporation; and
- (b) in accordance with any requirements of any applicable Territory law (for example, a law requiring development approval to be obtained for the erection or alteration.)

**Carried by Special Resolution.**

The changed rule to be registered at the Land Titles Office.

**Special Resolution: New Rule – Hard Floors,**

**Motion 10: "That the following new rule be adopted:**

- (1) A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface –
  - i. with the approval of the Executive Committee; and
  - ii. in accordance with the Mystere Hard Floors Policy.
- (2) The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents' peaceful enjoyment of their units. The policy is available from the Managing Agent.
- (3) Clauses (1) and (2) above do not apply to floors in kitchens or bathrooms.

**Resolved** that the new Rule regarding the installation of hard floors, in accordance with the Hard Floors Policy, be accepted. **Carried by Special Resolution.**

The new rule is to be registered at the Land Titles Office.



4

The meeting **resolved** to adopt the following as the Mystere Hard Floors Policy:

**Mystere Hard Floors Policy**

An owner must not replace the carpet or other floor covering with any substance which may disturb the peaceful enjoyment of any occupant of a unit. Before installing timber, tiled or other type of hard floor, an owner must seek and obtain, in writing, the approval of the Executive Committee. An application for approval must be accompanied by a report from an accredited acoustical consultant that the proposed replacement flooring is of a 4 Star Rating as specified for the impact isolation of floors between tenancies in the *Association of Australian Acoustical Consultants Star Rating for Apartments and Townhouses, November 2009*.

**Carried by Special Resolution.**

There being no further business the meeting closed at 8.23pm.



# 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** 3992  
A2 **Annual General Meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made 4/05/2017

*Tick applicable box, or both boxes if applicable:*


- Regularly Convened**  
The general meeting was regularly  
convened (not following any  
adjournment under UTMA s3.9(3)  
or (6) (a), part 3.1, schedule 3).
- Convened after  
adjournment**  
The general meeting was convened  
following an adjournment or  
Adjournments (under UTMA  
s3.9 (3) or (6) (a), part 3.1,  
schedule 3).

A3 **Reduced quorum decisions**  
*[If there is insufficient space here, tick  and attach details to the notice]*

Date of Decision	Full text of reduced quorum decision
4/05/2017	See attached Minutes

A4 **Owners corporation declaration**

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

  
.....  
Date: 5/05/2017



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** General Information

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

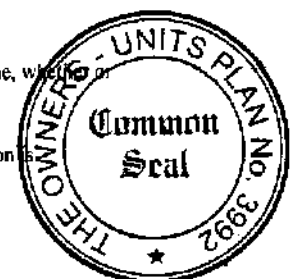
- state the *resolution or resolutions to which it applies*; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date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

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

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

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

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





**ACT**  
Government

Justice and Community Safety

OFFICE OF REGULATION  
ACT Justice and Community Safety



SR\$2210304

04/04/2019 10:36:48 SK1PD

**2210304**

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 13- New Rule- Hard Floors

**SUPPORTING DOCUMENTATION**

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

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

**COMMON SEAL OF OWNERS CORPORATION**

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 3992  
ABN 75 517 376 219 was affixed in the presence of an  
authorised person.



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

Signature	Signature
Full Name (Block Letters) DARREN WALTON	Full Name (Block Letters) OMAR RAMSDEN
Address 5 LYONS PLACE LYONS ACT 2606	Address 5 LYONS PLACE LYONS ACT 2606
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	Registered by	Registration Date
		-5 APR 2019

Approved form AF 2012 - 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)  
This form revokes AF2010-61

Unauthorised version prepared by ACT Parliamentary Counsel's Office

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the *First Annual General Meeting* of the Owners held in Canberra on the 4 May 2017 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 – New Rule – Hard Floors**

That the following new rule be adopted;

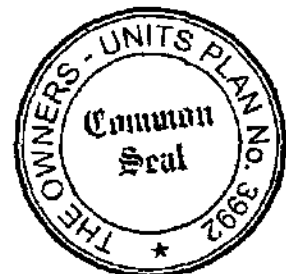
(1) A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface-

- i. with the approval of the Executive Committee; and
- ii. in accordance with the Mystere Hard Floors Policy.

(2) The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents' peaceful enjoyment of their units. The policy is available from the Managing Agent.

(3) Clauses (1) and (2) above do not apply to floors in kitchens or bathrooms.

**Carried by Special Resolution (no dissent noted)**



# 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 3992  
A2 Annual General Meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made 4/05/2017

Tick applicable box, or both boxes if applicable:

Regularly Convened       Convened after  
The general meeting was regularly adjournment  
convened (not following any The general meeting was convened  
adjournment under UTMA s3.9(3) following an adjournment or  
or (6) (a), part 3.1, schedule 3). Adjournments (under UTMA  
s3.9 (3) or (6) (a), part 3.1,  
schedule 3).

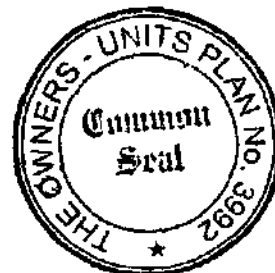
A3 Reduced quorum decisions  
[If there is insufficient space here, tick  and attach details to the notice]

Date of Decision	Full text of reduced quorum decision
4/05/2017	See attached Minutes

A4 Owners corporation declaration

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

  
Date: 5/05/2017



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

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General Information

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

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a *standard quorum* for the motion (see above) is not present a *reduced quorum* decision may be made if a *reduced quorum* (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
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#### *Reduced quorum decisions-adjournment following quorum trouble*

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

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- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

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

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

The petition must-

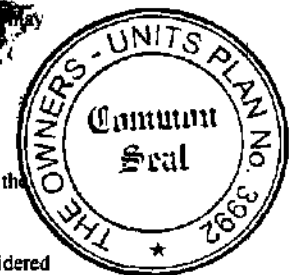
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

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

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
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#### B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992  
HELD 4 MAY 2017  
BELCONNEN COMMUNITY CENTRE, BELCONNEN**

The meeting commenced at 6.00 pm.

**Present**

Ms M Walizada	Unit 3	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr D Swift	Unit 48
Ms M McDonogh	Unit 13	Ms N Harrison	Unit 50
Ms E Bozsoky	Unit 18	Mr G Collie	Unit 58
Ms D Hey	Unit 29	Ms H Bush	
Mr M Rigter		Ms A Connors	Unit 56
Ms R El Kadi	Unit 38	Mrs R Evans	Unit 62

Darren Walton - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

**Resolved** that Ms Connors chair the meeting. **Carried.**

**Proxies**

**Resolved** that the following proxies/absentee votes be accepted:

A E & J A Connah	Unit 30	F/O	The Chairperson
F T Andrews	Unit 39	F/O	The Chairperson
J D Arentz & A L Arentz	Unit 57	F/O	Absentee Vote

**Carried.**

**Minutes of the previous Annual General Meeting**

The Manager advised that Ms C Dunstan had been incorrectly recorded as being elected to the EC instead of Ms M Hinson. It was noted that EC business correspondence has (correctly) been sent to Ms Hinson (and not to Ms Dunstan) during the year.

**Motion 1: Resolved** that the minutes of the previous Annual General Meeting be confirmed as corrected. **Carried.**

**Matters arising from the Minutes of the Previous Annual General Meeting**

Any matters will be dealt with during the meeting.

**Financial Report**

**Motion 2: Resolved** that the financial statements be accepted as presented. **Carried.**

**Management Agreement**

**Motion 3: Resolved** that the Corporation appoint ACT Strata Management Services as per the Management Agreement circulated with notice of this meeting. **Carried.**

**Insurance**

**Motion 4: Resolved** that the Corporation obtains a valuation for insurance purposes and to adjust the level of insurance in accordance with the valuation. **Carried.**

**Expenditure**

**Motion 5a: Resolved** that the proposed Administration Fund expenditure budget of \$158 520 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

**Security Upgrade:** The Manager also tabled a quotation of \$15 250 (ex GST) for the installation of CCTV cameras in the car parks of the complex. Some owners expressed the view that the ongoing costs for maintenance of the cameras and paying a contractor to view footage were expenses the Body Corporate needed to fully consider before agreeing to this installation. The meeting agreed that CCTV cameras could be considered at another time.



A number of alternative and perhaps more cost effective security tightening measures were discussed with the meeting agreeing to reduce the provision in Sinking Fund expenditure budget for Security Upgrade to \$10 000 with the Manager to obtain a proposal to fit jam plates (to prevent the door tongues being jimmed and opened) to all exterior facing doors and to the doors into the floors from the (fire escape) stairwells.

The meeting agreed that covering (or replacing) the main gate of the underground car park may be an option to make it difficult for thieves to see exactly what is in the car park and to see how they can escape. This option may be considered during the year for consideration at the next AGM.

Further discussion regarding security to each floor was held and it was noted that intruders had found their way to these areas of the complex.

The Manager to further request the following from the lift contractor:

- Is swipe access to the lift available that restricts access to residents to their own floor and the car park?
- If so, is it possible to link it to the intercom system?
- If so, how much would it cost and to what extent could it be linked?

**Resolved** the EC will consider the above proposals once to hand. **Carried.**

The Manager tabled quotes to install 1 or 2 bike cage enclosures in each corner of the basement car park and also to install some storage lockers on common property. The meeting agreed that the higher priority was security and the building up of Sinking Fund reserves while keeping levy increases to a minimum. The meeting agreed to remove the \$20 000 provision from the proposed budget.

**Motion 5b (amended): Resolved** that the Sinking Fund expenditure budget of \$10 000 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

#### Levies

**Motion 6a: Resolved** that the Corporation strike an Administration Fund levy of \$159 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

The meeting noted that funds need to be built up in the Sinking Fund to ensure adequate funds are available for future capital works and that Sinking Fund expenditure for works that are not forecast in the plan need to be covered by further increasing Sinking Fund Levies. The meeting agreed to raise the proposed Sinking Fund levy \$10 000 to cover costs associated to tighten security at the complex.

**Motion 6b (amended): Resolved** that the Corporation strike a Sinking Fund levy of \$39 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

#### Executive Committee

**Resolved** that the following members form the Executive Committee for the ensuing year:

Ms J Giese, Ms R Kadi, Ms N Harrison, Ms Bozsoky, Ms A Connors, Ms R Thamer & Ms M Walizada  
**Carried.**

#### General Business

##### **Motion 7: Special Privilege – Unopposed Resolution**

The owner of Unit 44 seeks a Special Privilege over the common property to install 2 solar panels on the roof above the unit to service 2 lights in the unit:

- The installation will involve mounting 2 solar panels onto the roof and a small hole made to run cables into Unit 44. The hole will be drilled at the peak of the corrugation on the roof so it does not have an opportunity for water to pool over it so it cannot leak.
- All work will be carried out by appropriately qualified tradesperson.
- All work will be in accordance with any Territory Law applicable in the circumstances.
- All costs associated with the above works are borne by the owner of Unit 44.

The meeting discussed the request for a Special Privilege over the common property by the owner of Unit 44 and concerns were raised as to the future responsibility for maintenance to the common property roof as a result of the proposed installation. There was a view that the very large roof space area of the complex could be an asset to the Owners Corporation in future by way of installing a large number of panels on the roof which would be to the benefit of all owners.



After much discussion the meeting voted with the result being 2 votes for the motion with 13 against the motion, therefore the Unopposed Resolution Failed.

**Pool:** The meeting discussed the status and the future of the pool and it was noted that it costs around \$8 000 per year just to maintain. It was generally agreed that it was difficult to justify this expense however it was noted there are benefits to the Owner Corporation as a whole being able to market the complex as having a pool which probably makes the expenditure to maintain the pool more justifiable. The meeting agreed they were generally not satisfied with the current pool service contractor and resolved the Manager obtain quotes from other pool services companies to maintain the pool for the EC to consider. Carried.

**ACT Civil & Administrative Tribunal (ACAT):**

The owner of Unit 29 tabled the transcript of the decision from ACAT of the case brought against the owner of Unit 29 by the Owners Corporation in 2015 and this transcript is attached to these minutes.

**Mystere Community Guidelines/House Rules:** The Executive Committee has been working on a set of Rules/Guidelines for the complex and these were tabled at the meeting. The owner of unit 29 advised that given the decision and direction from ACAT then it was not appropriate to call these "Rules" because they cannot be enforced. The meeting agreed to amend this along with a number of other amendments to the proposed guidelines for the complex that will be known as the Mystere Community Guidelines.

**Motion 8: Resolved** that the Mystere Community Guidelines be accepted as the guidelines for residents while residing at the Mystere. Carried by Special Resolution.

\*The Mystere Community Guidelines are attached to these Minutes and all owners are requested to pass a copy onto the occupiers of their unit.

**Body Corporate Approvals (Erections and Alterations)**

**Motion 9: Resolved** to change the Schedule 4, Default Rule 4(1) so that it reads as follows:

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the Corporation; and
- (b) in accordance with any requirements of any applicable Territory law (for example, a law requiring development approval to be obtained for the erection or alteration.)

Carried by Special Resolution.

The changed rule to be registered at the Land Titles Office.

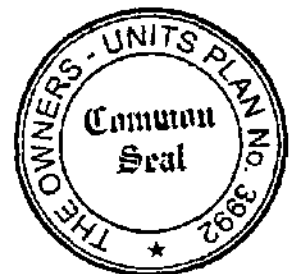
**Special Resolution: New Rule – Hard Floors.**

**Motion 10: "That the following new rule be adopted:**

- (1) A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface –
  - i. with the approval of the Executive Committee; and
  - ii. in accordance with the Mystere Hard Floors Policy.
- (2) The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents' peaceful enjoyment of their units. The policy is available from the Managing Agent.
- (3) Clauses (1) and (2) above do not apply to floors in kitchens or bathrooms.

**Resolved** that the new Rule regarding the installation of hard floors, in accordance with the Hard Floors Policy, be accepted. Carried by Special Resolution.

The new rule is to be registered at the Land Titles Office.



The meeting resolved to adopt the following as the Mystere Hard Floors Policy:

**Mystere Hard Floors Policy**

An owner must not replace the carpet or other floor covering with any substance which may disturb the peaceful enjoyment of any occupant of a unit. Before installing timber, tiled or other type of hard floor, an owner must seek and obtain, in writing, the approval of the Executive Committee. An application for approval must be accompanied by a report from an accredited acoustical consultant that the proposed replacement flooring is of a 4 Star Rating as specified for the impact isolation of floors between tenancies in the *Association of Australian Acoustical Consultants Star Rating for Apartments and Townhouses, November 2009*.

**Carried by Special Resolution.**

There being no further business the meeting closed at 8.23pm.





**ACT**  
Government

Justice and Community Safety

OFFICE OF  
ACT Justice and Comm



SR\$2210305

04/04/2019 10:36:46 SKIPD

**SPECIAL  
BY OWNERS CORPORATION**

**2210305**

Form 094 - SR

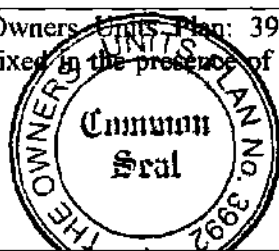
Land Titles Act 1925

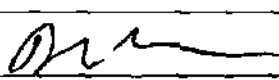
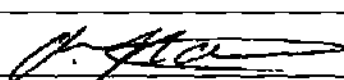
LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000


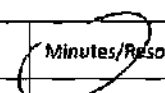
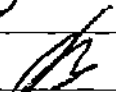

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2128:60	MACQUARIE	48	15	3992

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

Article 4- Erections & Alterations

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) -	The Common Seal of the Owners Units Plan: 3992 ABN 75 517 376 219 was affixed in the presence of an authorised person. 

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature 	Signature 
Full Name (Block Letters) DARREN WALTON	Full Name (Block Letters) OMAR RAMSDEN
Address 5 LYONS PLACE LYONS ACT 2606	Address 5 LYONS PLACE LYONS ACT 2606
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

OFFICE USE ONLY			
Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion 	
Data entered by 			
Registered by 	Registration Date		-5 APR 2019

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the General Meeting of the Owners held in Canberra on the 4 May 2017 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 4 Erections & Alterations;**

**Resolved** to change the Rule (4) so that it reads as follows;

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the Corporation; and
  
- (b) In accordance with any requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

**Carried by Special Resolution.**



# 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 3992  
A2 Annual General Meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made 4/05/2017

*Tick applicable box, or both boxes if applicable:*

**Regularly Convened**  
The general meeting was regularly  
convened (not following any  
adjournment under UTMA s3.9(3)  
or (6) (a), part 3.1, schedule 3).

**Convened after  
adjournment**  
The general meeting was convened  
following an adjournment or  
Adjournments (under UTMA  
s3.9 (3) or (6) (a), part 3.1,  
schedule 3).

A3 **Reduced quorum decisions**  
[If there is insufficient space here, tick  and attach details to the notice]

Date of Decision	Full text of reduced quorum decision
4/05/2017	See attached Minutes

A4 **Owners corporation declaration**

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

  
Date: 5/05/2017



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

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General Information

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

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
FOR THE OWNERS UNITS PLAN No. 3992  
HELD 4 MAY 2017  
BELCONNEN COMMUNITY CENTRE, BELCONNEN**

The meeting commenced at 6.00 pm.

**Present**

Ms M Walizada	Unit 3	Ms R Thamer	Unit 46
Ms J Giese	Unit 10	Mr D Swift	Unit 48
Ms M McDonogh	Unit 13	Ms N Harrison	Unit 50
Ms E Bozsoky	Unit 18	Mr G Collie	Unit 58
Ms D Hey	Unit 29	Ms H Bush	
Mr M Rigter		Ms A Connors	Unit 56
Ms R El Kadi	Unit 38	Mrs R Evans	Unit 62

Darren Walton - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out in Schedule 3 Part 3.1 Section 3.9 (2) of the Unit Titles Management Act 2011 ie: a reduced quorum meeting.

**Chairperson**

**Resolved** that Ms Connors chair the meeting. **Carried.**

**Proxies**

**Resolved** that the following proxies/absentee votes be accepted:

A E & J A Connah	Unit 30	F/O	The Chairperson
F T Andrews	Unit 39	F/O	The Chairperson
J D Arentz & A L Arentz	Unit 57	F/O	Absentee Vote

**Carried.**

**Minutes of the previous Annual General Meeting**

The Manager advised that Ms C Dunstan had been incorrectly recorded as being elected to the EC instead of Ms M Hinson. It was noted that EC business correspondence has (correctly) been sent to Ms Hinson (and not to Ms Dunstan) during the year.

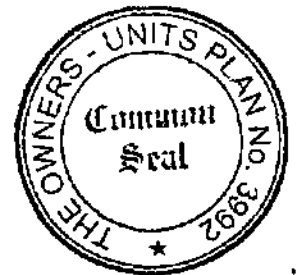
**Motion 1: Resolved** that the minutes of the previous Annual General Meeting be confirmed as corrected. **Carried.**

**Matters arising from the Minutes of the Previous Annual General Meeting**

Any matters will be dealt with during the meeting.

**Financial Report**

**Motion 2: Resolved** that the financial statements be accepted as presented. **Carried.**



**Management Agreement**

**Motion 3: Resolved** that the Corporation appoint ACT Strata Management Services as per the Management Agreement circulated with notice of this meeting. **Carried.**

**Insurance**

**Motion 4: Resolved** that the Corporation obtains a valuation for insurance purposes and to adjust the level of insurance in accordance with the valuation. **Carried.**

**Expenditure**

**Motion 5a: Resolved** that the proposed Administration Fund expenditure budget of \$158 520 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

**Security Upgrade:** The Manager also tabled a quotation of \$15 250 (ex GST) for the installation of CCTV cameras in the car parks of the complex. Some owners expressed the view that the ongoing costs for maintenance of the cameras and paying a contractor to view footage were expenses the Body Corporate needed to fully consider before agreeing to this installation. The meeting agreed that CCTV cameras could be considered at another time.

A number of alternative and perhaps more cost effective security tightening measures were discussed with the meeting agreeing to reduce the provision in Sinking Fund expenditure budget for Security Upgrade to \$10 000 with the Manager to obtain a proposal to fit jam plates (to prevent the door tongues being jimmed and opened) to all exterior facing doors and to the doors into the floors from the (fire escape) stairwells.

The meeting agreed that covering (or replacing) the main gate of the underground car park may be an option to make it difficult for thieves to see exactly what is in the car park and to see how they can escape. This option may be considered during the year for consideration at the next AGM.

Further discussion regarding security to each floor was held and it was noted that intruders had found their way to these areas of the complex.

The Manager to further request the following from the lift contractor:

- Is swipe access to the lift available that restricts access to residents to their own floor and the car park?
- If so, is it possible to link it to the intercom system?
- If so, how much would it cost and to what extent could it be linked?

**Resolved** the EC will consider the above proposals once to hand. **Carried.**

The Manager tabled quotes to install 1 or 2 bike cage enclosures in each corner of the basement car park and also to install some storage lockers on common property. The meeting agreed that the higher priority was security and the building up of Sinking Fund reserves while keeping levy increases to a minimum. The meeting agreed to remove the \$20 000 provision from the proposed budget.

**Motion 5b (amended): Resolved** that the Sinking Fund expenditure budget of \$10 000 (GST exclusive) for the period 01/02/17 to 31/01/18 be accepted. **Carried.**

#### Levies

**Motion 6a: Resolved** that the Corporation strike an Administration Fund levy of \$159 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

The meeting noted that funds need to be built up in the Sinking Fund to ensure adequate funds are available for future capital works and that Sinking Fund expenditure for works that are not forecast in the plan need to be covered by further increasing Sinking Fund Levies. The meeting agreed to raise the proposed Sinking Fund levy \$10 000 to cover costs associated to tighten security at the complex.

**Motion 6b (amended): Resolved** that the Corporation strike a Sinking Fund levy of \$39 000 + GST for the period 01/04/17 to 31/03/18, to be contributed by owners in accordance with their Unit Entitlements. Levies to be paid quarterly in advance. **Carried.**

#### Executive Committee

**Resolved** that the following members form the Executive Committee for the ensuing year:

Ms J Giese, Ms R Kadi, Ms N Harrison, Ms Bozsoky, Ms A Connors, Ms R Thamer & Ms M Walizada  
**Carried.**

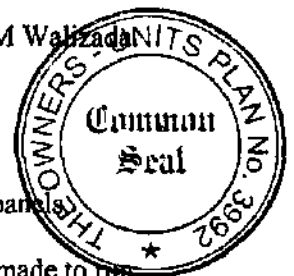
#### General Business

##### **Motion 7: Special Privilege – Unopposed Resolution**

The owner of Unit 44 seeks a Special Privilege over the common property to install 2 solar panels on the roof above the unit to service 2 lights in the unit:

- The installation will involve mounting 2 solar panels onto the roof and a small hole made to run cables into Unit 44. The hole will be drilled at the peak of the corrugation on the roof so it does not have an opportunity for water to pool over it so it cannot leak.
- All work will be carried out by appropriately qualified tradesperson.
- All work will be in accordance with any Territory Law applicable in the circumstances.
- All costs associated with the above works are borne by the owner of Unit 44.

The meeting discussed the request for a Special Privilege over the common property by the owner of Unit 44 and concerns were raised as to the future responsibility for maintenance to the common property roof as a result of the proposed installation. There was a view that the very large roof space area of the complex could be an asset to the Owners Corporation in future by way of installing a large number of panels on the roof which would be to the benefit of all owners.



After much discussion the meeting voted with the result being 2 votes for the motion with 13 against the motion, therefore the Unopposed Resolution **Failed**.

**Pool:** The meeting discussed the status and the future of the pool and it was noted that it costs around \$8 000 per year just to maintain. It was generally agreed that it was difficult to justify this expense however it was noted there are benefits to the Owner Corporation as a whole being able to market the complex as having a pool which probably makes the expenditure to maintain the pool more justifiable. The meeting agreed they were generally not satisfied with the current pool service contractor and **resolved** the Manager obtain quotes from other pool services companies to maintain the pool for the EC to consider. **Carried**.

**ACT Civil & Administrative Tribunal (ACAT):**

The owner of Unit 29 tabled the transcript of the decision from ACAT of the case brought against the owner of Unit 29 by the Owners Corporation in 2015 and this transcript is attached to these minutes.

**Mystere Community Guidelines/House Rules:** The Executive Committee has been working on a set of Rules/Guidelines for the complex and these were tabled at the meeting. The owner of unit 29 advised that given the decision and direction from ACAT then it was not appropriate to call these "Rules" because they cannot be enforced. The meeting agreed to amend this along with a number of other amendments to the proposed guidelines for the complex that will be known as the Mystere Community Guidelines.

**Motion 8: Resolved** that the Mystere Community Guidelines be accepted as the guidelines for residents while residing at the Mystere. **Carried by Special Resolution**.

\*The Mystere Community Guidelines are attached to these Minutes and all owners are requested to pass a copy onto the occupiers of their unit.

**Body Corporate Approvals (Erections and Alterations)**

**Motion 9: Resolved** to change the Schedule 4, Default Rule 4(1) so that it reads as follows:

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 of the Corporation; or if the Executive Committee is unable to come to a resolution, then a Special Resolution of the Corporation; and
- (b) in accordance with any requirements of any applicable Territory law (for example, a law requiring development approval to be obtained for the erection or alteration.)

**Carried by Special Resolution.**

The changed rule to be registered at the Land Titles Office.

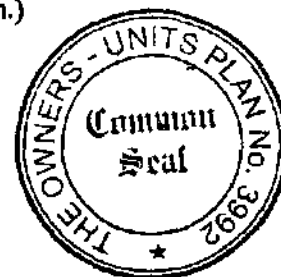
**Special Resolution: New Rule – Hard Floors.**

**Motion 10: "That the following new rule be adopted:**

- (1) A unit owner may only replace carpet or other soft floor covering with a timber, tile or other type of hard surface –
  - i. with the approval of the Executive Committee; and
  - ii. in accordance with the Mystere Hard Floors Policy.
- (2) The Mystere Hard Floors Policy is maintained by the Executive Committee and may be updated at a General Meeting of the Owners Corporation. This policy is to be designed to facilitate residents' peaceful enjoyment of their units. The policy is available from the Managing Agent.
- (3) Clauses (1) and (2) above do not apply to floors in kitchens or bathrooms.

**Resolved** that the new Rule regarding the installation of hard floors, in accordance with the Hard Floors Policy, be accepted. **Carried by Special Resolution.**

The new rule is to be registered at the Land Titles Office.



The meeting resolved to adopt the following as the Mystere Hard Floors Policy:

**Mystere Hard Floors Policy**

An owner must not replace the carpet or other floor covering with any substance which may disturb the peaceful enjoyment of any occupant of a unit. Before installing timber, tiled or other type of hard floor, an owner must seek and obtain, in writing, the approval of the Executive Committee. An application for approval must be accompanied by a report from an accredited acoustical consultant that the proposed replacement flooring is of a 4 Star Rating as specified for the impact isolation of floors between tenancies in the *Association of Australian Acoustical Consultants Star Rating for Apartments and Townhouses, November 2009*.

**Carried by Special Resolution.**

There being no further business the meeting closed at 8.23pm.





LAND TITLES

Chief Registrar

SR\$3311817 03/05/2024 14:01:17 Bens M

**3311817**

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SR


Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Whittles Canberra	<a href="mailto:info.canberra@whittles.com.au">info.canberra@whittles.com.au</a>	02 5131 2600

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

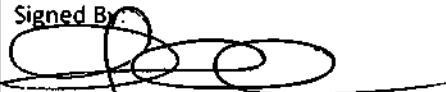
Article 13 – Registration of Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	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 checked="" type="checkbox"/> Other (specify) – Management Agreement	The common seal of the Owners Units Plan: 3992 ABN: 75 517 376 219 was affixed in the presence of an authorised person. 

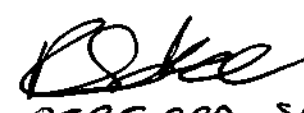
**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:   
 Jacqueline Gay Cavanagh  
 Branch Manager

Whittles Canberra  
 for: ~~ACT State Management Services~~  
 on behalf of the Registered Proprietor/Managing Agent

  
 REBECCA SARAH SCHENCK

VOI sighted category 1

OFFICE USE ONLY

Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	09/05/2024

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 19<sup>th</sup> of March 2024 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 Registration of Rules**

That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the amended rules with the special resolution passed in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011.

**Carried by Special Resolution (no dissent noted)**



# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 19<sup>th</sup> March 2024

*Tick applicable box, or both boxes if applicable:*

Regularly Convened       Convened after

The general meeting was regularly adjournment

convened (not following any

adjournment under UTMA s3.9(3)

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

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

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

**A3** Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
19/03/2024	See attached Minutes

**A4** Owners corporation declaration

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

Date: 20<sup>th</sup> March 2024





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

**NOTICE OF REDUCED QUORUM DECISIONS**

**Part B General Information**

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

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

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

**Reduced quorum decisions made at regularly-convened general meetings**

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

**Reduced quorum decisions-adjournment following quorum trouble**

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

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

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

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

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

The petition must-

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

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

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

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

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





Strata and Community Title Services

Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992 Unit Plan No 3992

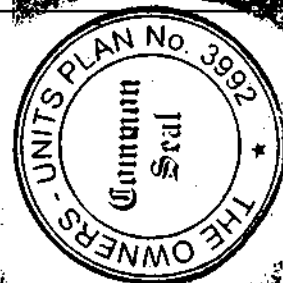
22 Mar 2024

<b>Meeting Date</b>	19 Mar 2024		
<b>Meeting Location</b>	Whittles, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600		
<b>Time</b>	04:00 PM	Opened: 04:30 PM	Closed: 5:10 PM
<b>Lots Represented in Person</b>	00012	Tolomeran Pty Ltd represented by P Taylor	
	00051	B Medway	
	00061	Tolomeran Pty Ltd represented by P Taylor	
	00068	Tolomeran Pty Ltd represented by P Taylor	
<b>Lots Represented via Teleconference</b>	00003	R Kadi	
	00010	M Paterson	
	00019	M Power	
	00029	K Midgley	
	00030	A Connah	
	00034	H English	
	00044	T O'Connor	
<b>Lots Represented via Absentee Vote</b>	00004	A Cameron	
	00025	A Cook	
	00046	H Berjaoui	
	00049	C Tomkins	
	00057	Judith Dianne Arentz & Alan Lindsay Arentz	
<b>By Proxy</b>	Nil.		
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	J Cavanagh & L Jensen – Whittles Canberra.		
<b>Apologies</b>	Nil.		

## Item 1

### Declaration of Interest (Advice)

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





Strata and Community Title Services

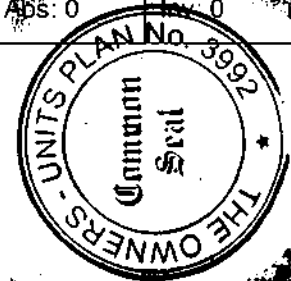
Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 8/6/23 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 11	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/23 to 31/1/24 be adopted.				
<i>Note – The financial statement attached to the meeting notice was for the previous financial year. The manager is to circulate the correct statement of accounts with the meeting minutes.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 4</b>				
<b>Management Agreement</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The Owners Corporation obtain a valuation for insurance purposes and that the sum insured be adjusted in accordance with the valuation.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

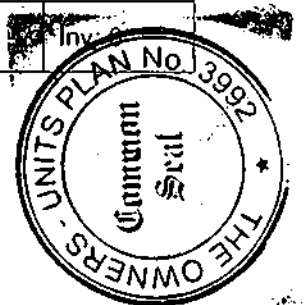


<b>Motion 6</b>				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 7</b>				
<b>Maintenance Schedule/Plan</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 8</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$237,503.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

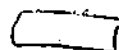
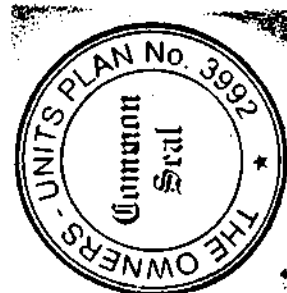
<b>Motion 9</b>				
<b>Sinking Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$82,000.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0





<b>Motion 10</b>				
<b>Administration Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$250,000.00 for the period 1/4/24 to 31/3/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 12	No: 0	Abs: 4	Inv: 0
<b>Motion Amended</b>				
<i>It was agreed that although the proposed administration fund income of \$229,187.50 would see the plan back in the black at year end, with the increase in insurance premium unknown at this time, it was agreed levies should be increased to \$250,000.00</i>				

<b>Motion 11</b>				
<b>Sinking Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$110,000.00 for the period 1/4/24 to 31/3/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 12	No: 0	Abs: 4	Inv: 0
<b>Motion Amended</b>				
In light of the Peak Consulting Engineers report on the water ingress caused by defective tiling on the podium level, members present agreed to round up sinking fund contributions for the year to \$110,000. A General Meeting will need to be held to determine the best way forward once quotes have been obtained. It was noted that the report did not specifically mention Units 30, 65 & 67 however it is understood that the recommendations in the report will address these issues as well. The manager is to discuss with Peak Consulting to confirm.				



<b>Motion 12</b>				
<b>Financial Audit</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, an audit be completed at the end of the financial year.				
The Unit Titles (Management) Act 2011 requires all Owners Corporation's with 100 + Units or with annual with an annual budget exceeding \$250,000 to obtain a financial audit.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

<b>Motion 13</b>				
<b>Alternate Rules</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation adopt in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011 the alternate rules as attached to this notice with or without minor amendments.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0
<b>Notes</b>				
<i>The owner of Unit 57 requested a size limitation be put on pets. The manager explained that under the Unit Titles (Management) Act, such limitations cannot be placed on pets however residents are required to notify the strata within 14 days of keeping a pet at the complex. The pet notification form outlines the requirements of the pet owner and set outs conditions applicable to keeping the pet. Pet notification forms are available through Whittles.</i>				

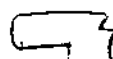
<b>Motion 14</b>				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0		

<b>Motion 15</b>				
<b>Registration of Rules</b>	<b>Ordinary Resolution</b>			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the amended rules with the Special resolution passed in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

<b>General Business</b>
It was agreed that the EC would investigate furniture options for the pool area.

<b>Election of Executive Committee</b>
A Connah, R Kadi, K Midgley, B Medway, M Power, P Taylor have been elected to the committee.

<b>Motion 15</b>				
<b>Registration of Rules</b>	<b>Ordinary Resolution</b>			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the amended rules with the Special resolution passed in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0



# Mystere Apartments

## THE OWNERS & RESIDENTS OF UNITS PLAN NO. 3992

### CONSOLIDATED RULES

As agreed at the AGM held 19<sup>th</sup> March 2024, the Default Rules in the Unit Titles (Management) Regulation 2011 are revoked. The following Rules are substituted.

The Body Corporate Manager collects Body Corporate levies on behalf of the Owners Corporation (the owners). All costs related to the Mystere complex are paid for directly by unit owners. These costs are affected by the activities and behaviour of all resident's activities.

These guidelines are provided to owners and residents by the Mystere Executive Committee to assist in providing a respectful, courteous, and safe shared existence for all parties. Your cooperation and assistance in the application of these guidelines is appreciated.

#### **1. BASEMENT STORAGE SHEDS**

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Metal storage sheds are permitted to be erected only in the allocated car park in the basement. Sheds are not to exceed the boundary of their allocated space and are not to be used to store dangerous/hazardous materials such as fuel/gas/paint/chemicals, etc. Sheds should not force vehicles to protrude from the allocated car park, causing hazard to common property. No shed of any kind to be erected on common property. Owners to apply to EC for approval.

#### **2. HARD FLOORING**

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Hard flooring options may be considered by the Executive Committee upon application. Approvals may be subject to the installation of high-quality underlay with its performance rating exceeding the current BCA standard along with a written statement from the installer confirming the flooring will meet/exceed Australian Standards when installed.

#### **3. SECURITY**

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All steps should be taken to ensure the security integrity of the complex for the safety of the families and individuals who reside in the complex. Please make all efforts to maintain the security of the basement where personal effects are stored. Do not leave common doors jammed open at any time and ensure all access doors are closed behind you, including fire doors.

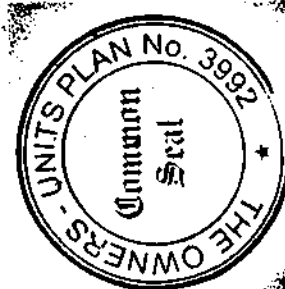
#### **4. CCTV**

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##### Preamble

Due to its location in the Macquarie group centre, a CCTV system will provide Mystere with a deterrent to, as well as visual recording of, unwanted or unlawful activity.

The Owners Corporation respects people's privacy. So, it will ensure that the operation of the CCTV system complies with the Human Rights Act 2004, the Information Privacy Act 2014, the Workplace Privacy Act 2011, the Territory Records Act 2002 and the Surveillance Devices Act 2007. An opinion on the legality of using CCTV cameras and the need for a CCTV policy can be found at: [ACT: CCTV Cameras and Privacy in Strata \(lookupstrata.com.au\)](http://ACT:CCTV Cameras and Privacy in Strata (lookupstrata.com.au))



### Purpose of the Policy and System

This policy details the procedures and protocols that the Owners Corporation expects the Strata Manager and Executive Committee will follow to ensure the system is managed appropriately and any recordings are not misused.

The purpose of the system is not to record the legitimate activity of anyone in the Common Area but only unwanted or unlawful activity.

### Scope of the System

The system will provide video recording, where deemed necessary by the Executive Committee, at:

- All driveways.
- All pedestrian entrance doors.
- The basement carpark entrance gate.
- High priority Common Property as approved by the Executive Committee.

### Management of Recordings

Recordings made by the system will be:

- used to resolve reports of incidents to the Owners Corporation.
- stored for approximately 30 days and, if not required for a lawful purpose, then overwritten.
- destroyed, in any case, when no longer required for the purpose for which they were made.

Recordings may be shown, and copies provided, to a third party such as:

- the Australian Federal Police, where unlawful activity is alleged.
- WorkSafe ACT, where occupational health and safety incidents are reported.
- any other regulatory body for a lawful purpose e.g., Court order, ACT Civil and Administrative Tribunal (ACAT).

### Privacy Considerations

Cameras will only be installed in the Common Area as users would expect that no activities of a private nature would be taking place there. So, it is permissible to record activity in the Common Area where necessary.

Cameras will be positioned and configured electronically with 'Privacy Zones' to avoid recording inside units, their courtyards, their balconies, or any other private areas.

Appropriate signage will be installed in the Common Property areas covered by the system which will be clearly visible to users thus negating the need for specific consent to the recording of their activities there.

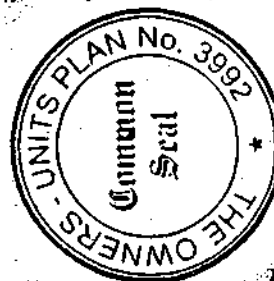
### Security of the System

The system recorder (NVR) will be secured inside a locked metal cabinet which will be located in a secure area.

The system will be password protected and any access to the recorder will be logged within the system. Only the Strata Manager and designated members of the Executive Committee will have access to the recorder and authority to view and/or copy the recordings.

To ensure that access is warranted, the Strata Manager or any designated member of the Executive Committee must notify all members of the Executive Committee of their intent to access the recorder, and the reason for doing so, prior to accessing it.

A designated member of the Executive Committee or Strata Manager will be present if the system requires technical support.



### Complaints and policy access

Complaints about the operation of the system should be directed to the Strata Manager.

This policy document will be posted on the Strata Manager's website and available on request to the Strata Manager by unit owners, occupiers, or users of the Common Area.

If you see any suspicious activity, please contact the police.

if there is smoke in your apartment and a fire has not broken out (e.g., burnt toast), please open external doors leading to the balcony, not doors leading to your hallway.

## **5. PARKING**

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Numbered carparks provided for each apartment are not to be used by other residents or visitors without permission of the owner.

Cars must not be parked on the concrete access driveways, on the landscaped or garden areas, or in any position where they may cause an obstruction to others. Car parks are only to be used for the parking of registered and operational motor vehicles and motorcycles and must not be used for storage.

Please note that should an emergency vehicle be unable to gain access, vehicles can be forcibly removed.

## **6. LEASING OF COMMON PROPERTY CAR PARKS**

There are two common property car parks located in the basement as shown on the attached plan available for lease by owners. To request a Carpark Special Privilege, an owner must submit a request in writing to the Whittles as Managing Agent. Whittles will maintain a register of owners who have made such a request and the date the request is made. Where a Carpark Special Privilege becomes available, the Whittles will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-served basis.

## **7. CARPARK SPACES SPECIAL PRIVILEGES**

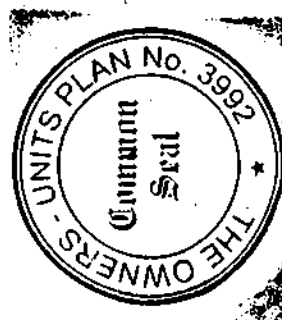
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### **7.1 Special Privilege**

- a. An owner being granted special privileges in relation to use of common property car space must comply with the conditions stipulated in relation to the privilege including but not limited to the payment of the supplementary levy. For the purposes of Section 112A(4) of the UTM Act, the specific period for the respective special privilege rights accord with compliance of the conditions attached to the rights.
- b. The Managing Agent (or the Executive Committee if there is no Managing Agent) will be responsible for maintaining a register of the Special Privilege Rights Table identifying all applicable owners.

### **7.2 Process for determining Carpark Special Privilege (and duration of privilege)**

- a. To request a Carpark Special Privilege, an owner must submit a request in writing to the Managing Agent. The Managing Agent will maintain a register of owners who have made such a request and the date the request is made.
- b. Where a Carpark Special Privilege becomes available, the Managing Agent will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-serve basis.



- c. A Carpark Special Privilege, so far as it relates to a unit, will in accordance with section 112A(4) of the UTM Act:
- i. commence on the date that the Managing Agent advises the relevant Owner that it has a Carpark Special Privilege (unless otherwise stipulated or provided); and
  - ii. continue on a rolling basis until the earlier of:
    - A. the date the benefited owner no longer wishes to receive the special privilege;
    - B. the date the benefited owner sells their unit; and
    - C. the date of any breach notice issued by the Managing Agent to the benefited owner (in respect of a breach of any of the provisions in the Consolidated Rules).

### 7.3 Maintenance and Repair

The owner benefiting from the Special Privilege is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property the subject of the special privilege.

Where the Owners Corporation has the maintenance and repair responsibility:

- 7.3.1 in accordance with its right to do so under section 30 and section 78(2)(b) of the UTM Act, the Owners Corporation may charge a fee to each Benefited unit owner who has the special privilege in the manner provided by this Rule;
- 7.3.2 each Benefited unit owner must pay that fee as an essential condition of having the special privilege right; and
- 7.3.3 the Owners Corporation must determine and recover the monies in the manner provided by section 29, section 78.2(b) and (3) and section 89(2) and (3) of the UTM Act.

Unless specified otherwise, the Owners Corporation is responsible for the maintenance and repair of Common Property the subject of the special privilege right.

### 7.4 Other Obligations

A Benefited unit Owner must:

- 7.4.1 pay for the costs of the fob required to access the carpark and any replacement fob required;
- 7.4.2 follow all reasonable instructions regarding the operation of the Carpark;
- 7.4.3 not grease or repair any motor vehicle in the Carpark;
- 7.4.4 not place rubbish or litter in any part of the Carpark;
- 7.4.5 not obstruct the free passage of other motor vehicles entitled to use nearby Carparks or carriageways;
- 7.4.6 not do anything which might in any way endanger any person in the Carpark or any equipment, chattels or goods, whether the property of the user or not, which may be in the Carpark;
- 7.4.7 not do anything which causes a nuisance or annoyance to the other users of the nearby car parks, or the owner or occupier of a neighbouring premises;
- 7.4.8 accept all risk of use of the Carpark and responsibility for any damage or loss to any motor vehicle and or its contents which occurs while it is entering, leaving or being moved in or to or from the Carpark; and
- 7.4.9 comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

Except as permitted by this rule, nothing in this Section gives a Benefited unit Owner the right to make alterations, additions or changes to Common Property.



## **8. DRIVEWAY SAFETY**

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In the interest of safety, a maximum speed limit of 10 km per hour has been set for the driveway areas. It is not safe to play, ride bicycles, skateboards or roller-blades on driveways and all resident are encouraged to be mindful that they are in a carpark.

## **9. GARBAGE BIN ROOMS**

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Household rubbish must be placed inside the bins provided and the lids closed after use to reduce unpleasant smells and the attraction of pests.

Please lock the garage doors to the bin rooms after use to avoid dumping by non-residents. A code opens the bin room locks.

Cardboard and glass etc, should be placed in the labelled recycling bins provided, but please remove plastic bags before placing materials into recycle bins. The recycling contractor will refuse to take rubbish away if incorrect materials are found in the bins.

All general garbage must be enclosed in an acceptable outer container, such as a garbage bin liner and be fastened securely.

Please do not dump furniture or electronics in the garbage rooms as they are provided for domestic garbage and recyclable materials only. All furniture and electronics need to be taken by residents to the Mitchell Tip, not left in the bin rooms. These items cause a fire risk and safety hazard to other residents.

## **10. APPEARANCE**

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Residents must maintain their units so that unit holders are not adversely affected in terms of hygiene, appearance, or value.

Clothes lines and laundry are permitted on balconies if they are lower than the handrail. The draping of items (for example: rugs, mats, sheets, blankets, clothing etc) over balcony railings, compromises the aesthetic appearance of the building.

All residents should assist in keeping Common Property (staircases, car spaces, driveways, lawns, landscaped gardens, etc) clean and free from litter. Cigarette butts should not be dropped on Common Property but disposed of in suitable containers.

## **11. NOISE**

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Residents are reminded that they are living in medium density accommodation and that excessive noise late at night, such as loud music, TV, slamming doors etc, can disrupt the peace of neighbours.

At all times (especially between 11.00pm and 6.00am) residents should avoid causing any unreasonable noise which may disturb other residents.

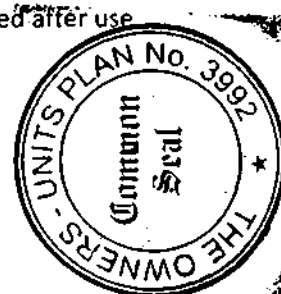
## **12. COMMON AREAS**

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Courtyard - if you are using the courtyard area, please keep it clean, tidy and be mindful of noise.

Pool/Gym area - please be mindful of safety in these areas. It is the resident's responsibility for own safety and the safety of visitors. All gym equipment is to be cleaned after use.

Pets are not to be in the pool at any time.



Lifts - lifts are to be always kept clean. All furniture should be covered when moving and lifts are used to avoid damage.

### **13. SMOKING**

We aim for a smoke free environment at Mystere. Smoking is not permitted in any of the common areas, including the lifts, foyer, hallways, all basement carpark.

Occupants must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

### **14. PETS**

Pets are not permitted unless notification has been provided to the Body Corporate in accordance with the alternate rules for Mystere. Residents with a pet must complete the Pet Notification Form (available from the Manager) and forward it to the Committee through Whittles. Pets should not roam on Common areas and must be kept within the unit entitlement area after dark. Pet owners are responsible to clean up any area of the common property that is spoiled by the pet.

#### **Assistance Animals**

The Executive Committee may require a person who keeps an assistance animal to provide evidence that the animal is an assistance animal.

### **15. UNIT ALTERATIONS**

Structural alterations or erections at a unit require approval of the Executive Committee to ensure we maintain the integrity of the fire safety measures required under the Building Code of Australia.

### **16. COMMERCIAL SIGNAGE**

Businesses are required to put their 'big' sign only above the actual business premises. A dedicated space will be provided at the parking entrance on Bindubi Street and a 'small' signage template will be developed. Business will need to pay for their individual signs.

Relevant owners must immediately remove all existing non-compliant signage and make good the area to its original condition.

Businesses need to get Executive Committee approval prior to any future signage being installed.

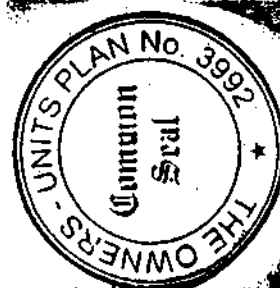
### **17. GENERAL**

Residents are responsible for any damage done on the premises by themselves or their invited guests/contractors/other invited persons and for any annoyance caused by them.

Any queries arising from the Guidelines should be addressed to the Body Corporate Manager:

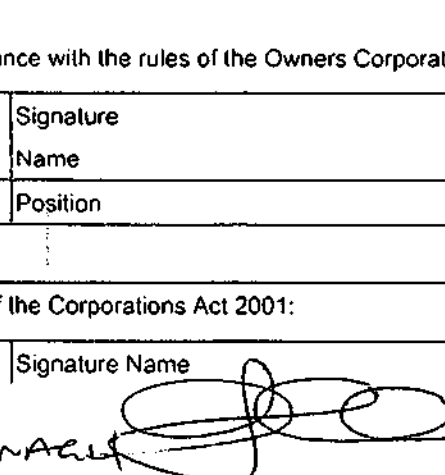
**Whittles Canberra**  
PO Box 3208  
WESTON ACT 2611

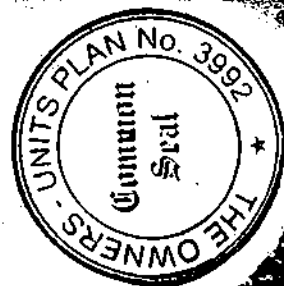
Email [info.canberra@whittles.com.au](mailto:info.canberra@whittles.com.au)  
Ph 02 5131 2600



All owners are encouraged to attend the Annual General Meeting each year to discuss issues that concern them.

## STRATA MANAGEMENT AGREEMENT

<b>THE OWNERS – UNITS PLAN 3992</b> ABN 75 517 376 219		Owners Corporation Mystere Address: 117 Redfern St, Macquarie	
<b>NAME OF AGENT:</b> Whittles Canberra Pty Ltd (trading as Whittles)			
ABN: 39634756031 Address: Unit 43/2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
Commencement Date	19th March 2024		
Initial Term	36 months		
Management Fee	\$29,183.00	Ex GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	3992		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on: in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature	Signature		
Name	Name		
Position	Position		
Agent			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager	Signature Name		
JACQUELINE CAVANAGH 			





## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

- a) construction work as necessary to maintain the integrity of the building.
  - b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
  - c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
  - d) annual inspection, notifications and maintenance required for essential fire safety equipment.
  - e) pest management treatments (excluding fumigation).
  - f) lift, travelator, or escalator maintenance; and
  - g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,
- provided however:
- h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011) to be appointed then the works will be Non-Standard Work; and
  - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

**WHS Regulation** means the *Work Health & Safety Regulation 20011 (ACT)*.

## 2 WARRANTIES AND ACKNOWLEDGEMENT

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

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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

## 5 DUTIES OF THE AGENT

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

## 6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

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

## 7 THIRD PARTY CONTRACTORS

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

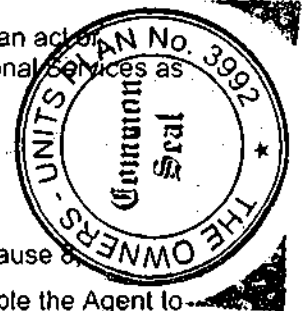
## 8 PAYMENT OF FEES

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

## 9 TERMINATION

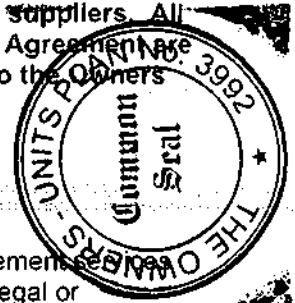
Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.



## 10 DISCLOSURE

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



## 11 LIMITATION AND INDEMNITY

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

## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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

## 14 GST

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

## 15 NOTICES

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

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

## 17 SERVICE CONTRACTORS

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



## SCHEDULE A – AGREED SERVICES

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



### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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

### MEETINGS

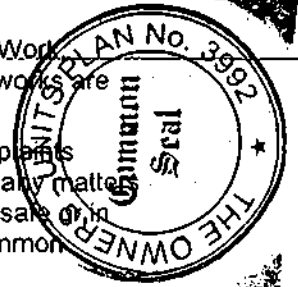
- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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

## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matter brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.



### ATTACHMENT - A

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

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

Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

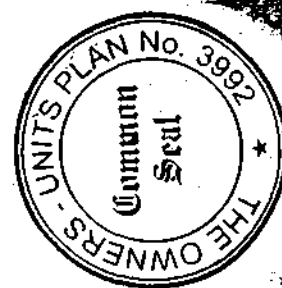
- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

### **UNIT TITLE CERTIFICATES**

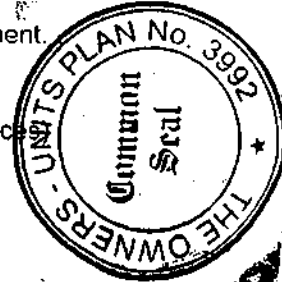
- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.



- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

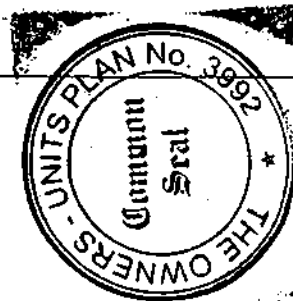


**SCHEDULE C – ADDITIONAL SERVICES RATES**

**Additional Service Rates - Professional & Administration Fees\***

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Public Officer Compliance	\$165.00	GST Registered groups only
16.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

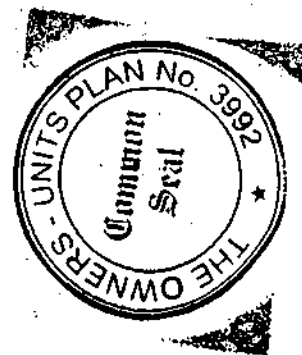
19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 <sup>st</sup> Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)



These fees have been negotiated between the parties to agreement the owner's unit plan no: ==  
Date:==

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders





Access Canberra

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Chief M

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**3311818**

**SPECIAL RESOLUTION BY OWNERS CORPORATION**

SR

Land Titles Act 1925

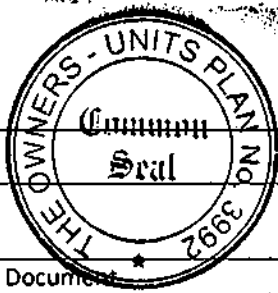
LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Whittles Canberra	<a href="mailto:info.canberra@whittles.com.au">info.canberra@whittles.com.au</a>	02 5131 2600

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128:60	MACQUARIE	48	15	3992

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

Article 13 – Alternate 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 checked="" type="checkbox"/> Other (specify) – Management Agreement	The common seal of the Owners Units Plan: 3992 ABN: 75 517 376 219 was affixed in the presence of an authorised person.



**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

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

Signed By:

*Jaqueline Gay Cavanagh*  
Branch Manager

*Whittles Canberra*  
for: ~~ACT State Management Services~~  
on behalf of the Registered Proprietor/Managing Agent

*REBECCA SARAH SCHEWLE*

VOI sighted category 1

OFFICE USE ONLY

Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	09/05/2024

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 19<sup>th</sup> of March 2024 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 Alternate Rules**

That the Owners Corporation adopt in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011, the alternate rules as attached to this notice with or without minor amendments.

**Carried by Special Resolution (no dissent noted)**



# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 19th March 2024

*Tick applicable box, or both boxes if applicable:*

Regularly Convened  Convened after

The general meeting was regularly **adjournment**

convened (not following any

adjournment under UTMA s3.9(3)

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

The general meeting was convened

following an adjournment or

Adjournments (under UTMA

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


**A3** Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
19/03/2024	See attached Minutes

**A4** Owners corporation declaration

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

  
Date: 20th March 2024





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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** General Information

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

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

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

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

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

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





Strata and Community Title Services

Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992 Unit Plan No 3992

22 Mar 2024

<b>Meeting Date</b>	19 Mar 2024		
<b>Meeting Location</b>	Whittles, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600		
<b>Time</b>	04:00 PM	Opened: 04:30 PM	Closed: 5:10 PM
<b>Lots Represented in Person</b>	00012 00051 00061 00068	Tolomeran Pty Ltd represented by P Taylor B Medway Tolomeran Pty Ltd represented by P Taylor Tolomeran Pty Ltd represented by P Taylor	
<b>Lots Represented via Teleconference</b>	00003 00010 00019 00029 00030 00034 00044	R Kadi M Paterson M Power K Midgley A Connah H English T O'Connor	
<b>Lots Represented via Absentee Vote</b>	00004 00025 00046 00049 00057	A Cameron A Cook H Berjaoui C Tomkins Judith Dianne Arentz & Alan Lindsay Arentz	
<b>By Proxy</b>	Nil.		
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	J Cavanagh & L Jensen – Whittles Canberra.		
<b>Apologies</b>	Nil.		

## Item 1

### Declaration of Interest (Advice)

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





Strata and Community Title Services

Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 8/6/23 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 11	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/23 to 31/1/24 be adopted.				
<i>Note – The financial statement attached to the meeting notice was for the previous financial year. The manager is to circulate the correct statement of accounts with the meeting minutes.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 4</b>				
<b>Management Agreement</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The Owners Corporation obtain a valuation for insurance purposes and that the sum insured be adjusted in accordance with the valuation.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0





Strata and Community Title Services

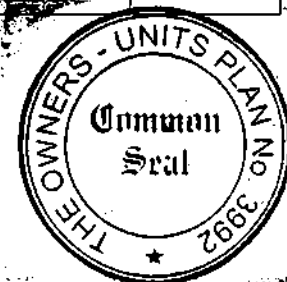
Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

<b>Motion 6</b>				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 7</b>				
<b>Maintenance Schedule/Plan</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 13	No: 0	Abs: 0	Inv: 0

<b>Motion 8</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$237,503.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

<b>Motion 9</b>				
<b>Sinking Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$82,000.00 be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0



<b>Motion 10</b>				
<b>Administration Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$250,000.00 for the period 1/4/24 to 31/3/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 12	No: 0	Abs: 4	Inv: 0
<b>Motion Amended</b>				
<i>It was agreed that although the proposed administration fund income of \$229,187.50 would see the plan back in the black at year end, with the increase in insurance premium unknown at this time, it was agreed levies should be increased to \$250,000.00</i>				

<b>Motion 11</b>				
<b>Sinking Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$110,000.00 for the period 1/4/24 to 31/3/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 12	No: 0	Abs: 4	Inv: 0
<b>Motion Amended</b>				
In light of the Peak Consulting Engineers report on the water ingress caused by defective tiling on the podium level, members present agreed to round up sinking fund contributions for the year to \$110,000. A General Meeting will need to be held to determine the best way forward once quotes have been obtained. It was noted that the report did not specifically mention Units 30, 65 & 67 however it is understood that the recommendations in the report will address these issues as well. The manager is to discuss with Peak Consulting to confirm.				





Strata and Community Title Services

Minutes of the Annual General Meeting  
Owners Corporation for THE OWNERS UNIT PLAN NO 3992  
Unit Plan No 3992  
19 Mar 2024

<b>Motion 12</b>				
<b>Financial Audit</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, an audit be completed at the end of the financial year.				
The Unit Titles (Management) Act 2011 requires all Owners Corporation's with 100 + Units or with annual with an annual budget exceeding \$250,000 to obtain a financial audit.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

<b>Motion 13</b>				
<b>Alternate Rules</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation adopt in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011 the alternate rules as attached to this notice with or without minor amendments.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0
<b>Notes</b>				
<i>The owner of Unit 57 requested a size limitation be put on pets. The manager explained that under the Unit Titles (Management) Act, such limitations cannot be placed on pets however residents are required to notify the strata within 14 days of keeping a pet at the complex. The pet notification form outlines the requirements of the pet owner and set outs conditions applicable to keeping the pet. Pet notification forms are available through Whittles.</i>				

<b>Motion 14</b>				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

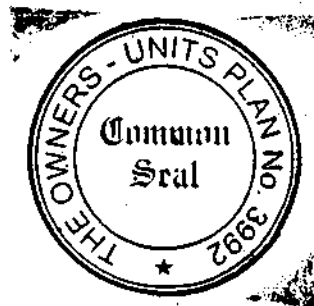


<b>Motion 15</b>				
<b>Registration of Rules</b>	<b>Ordinary Resolution</b>			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the amended rules with the Special resolution passed in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0

<b>General Business</b>
It was agreed that the EC would investigate furniture options for the pool area.

<b>Election of Executive Committee</b>
A Connah, R Kadi, K Midgley, B Medway, M Power, P Taylor have been elected to the committee.

<b>Motion 15</b>				
<b>Registration of Rules</b>	<b>Ordinary Resolution</b>			
That in accordance with Section 108A of the Unit Titles (Management) Act 2011, the Owners Corporation agree to endorse the registration of the amended rules with the Special resolution passed in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 0



# Mystere Apartments

## THE OWNERS & RESIDENTS OF UNITS PLAN NO. 3992

### CONSOLIDATED RULES

As agreed at the AGM held 19<sup>th</sup> March 2024, the Default Rules in the Unit Titles (Management) Regulation 2011 are revoked. The following Rules are substituted.

The Body Corporate Manager collects Body Corporate levies on behalf of the Owners Corporation (the owners). All costs related to the Mystere complex are paid for directly by unit owners. These costs are affected by the activities and behaviour of all resident's activities.

These guidelines are provided to owners and residents by the Mystere Executive Committee to assist in providing a respectful, courteous, and safe shared existence for all parties. Your cooperation and assistance in the application of these guidelines is appreciated.

#### **1. BASEMENT STORAGE SHEDS**

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Metal storage sheds are permitted to be erected only in the allocated car park in the basement. Sheds are not to exceed the boundary of their allocated space and are not to be used to store dangerous/hazardous materials such as fuel/gas/paint/chemicals, etc. Sheds should not force vehicles to protrude from the allocated car park, causing hazard to common property. No shed of any kind to be erected on common property. Owners to apply to EC for approval.

#### **2. HARD FLOORING**

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Hard flooring options may be considered by the Executive Committee upon application. Approvals may be subject to the installation of high-quality underlay with its performance rating exceeding the current BCA standard along with a written statement from the installer confirming the flooring will meet/exceed Australian Standards when installed.

#### **3. SECURITY**

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All steps should be taken to ensure the security integrity of the complex for the safety of the families and individuals who reside in the complex. Please make all efforts to maintain the security of the basement where personal effects are stored. Do not leave common doors jammed open at any time and ensure all access doors are closed behind you, including fire doors.

#### **4. CCTV**

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##### Preamble

Due to its location in the Macquarie group centre, a CCTV system will provide Mystere with a deterrent to, as well as visual recording of, unwanted or unlawful activity.

The Owners Corporation respects people's privacy. So, it will ensure that the operation of the CCTV system complies with the Human Rights Act 2004, the Information Privacy Act 2014, the Workplace Privacy Act 2011, the Territory Records Act 2002 and the Surveillance Devices Act 2007. An opinion on the legality of using CCTV cameras and the need for a CCTV policy can be found at: [ACT: CCTV Cameras and Privacy in Strata \(lookupstrata.com.au\)](http://ACT: CCTV Cameras and Privacy in Strata (lookupstrata.com.au))



### Purpose of the Policy and System

This policy details the procedures and protocols that the Owners Corporation expects the Strata Manager and Executive Committee will follow to ensure the system is managed appropriately and any recordings are not misused.

The purpose of the system is not to record the legitimate activity of anyone in the Common Area but only unwanted or unlawful activity.

### Scope of the System

The system will provide video recording, where deemed necessary by the Executive Committee, at:

- All driveways.
- All pedestrian entrance doors.
- The basement carpark entrance gate.
- High priority Common Property as approved by the Executive Committee.

### Management of Recordings

Recordings made by the system will be:

- used to resolve reports of incidents to the Owners Corporation.
- stored for approximately 30 days and, if not required for a lawful purpose, then overwritten.
- destroyed, in any case, when no longer required for the purpose for which they were made.

Recordings may be shown, and copies provided, to a third party such as:

- the Australian Federal Police, where unlawful activity is alleged.
- WorkSafe ACT, where occupational health and safety incidents are reported.
- any other regulatory body for a lawful purpose e.g., Court order, ACT Civil and Administrative Tribunal (ACAT).

### Privacy Considerations

Cameras will only be installed in the Common Area as users would expect that no activities of a private nature would be taking place there. So, it is permissible to record activity in the Common Area where necessary.

Cameras will be positioned and configured electronically with 'Privacy Zones' to avoid recording inside units, their courtyards, their balconies, or any other private areas.

Appropriate signage will be installed in the Common Property areas covered by the system which will be clearly visible to users thus negating the need for specific consent to the recording of their activities there.

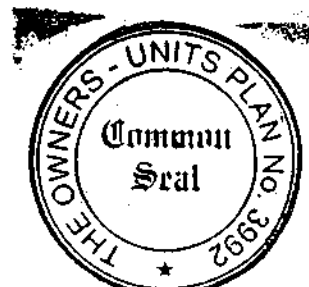
### Security of the System

The system recorder (NVR) will be secured inside a locked metal cabinet which will be located in a secure area.

The system will be password protected and any access to the recorder will be logged within the system. Only the Strata Manager and designated members of the Executive Committee will have access to the recorder and authority to view and/or copy the recordings.

To ensure that access is warranted, the Strata Manager or any designated member of the Executive Committee must notify all members of the Executive Committee of their intent to access the recorder, and the reason for doing so, prior to accessing it.

A designated member of the Executive Committee or Strata Manager will be present if the system requires technical support.



## Complaints and policy access

Complaints about the operation of the system should be directed to the Strata Manager.

This policy document will be posted on the Strata Manager's website and available on request to the Strata Manager by unit owners, occupiers, or users of the Common Area.

If you see any suspicious activity, please contact the police.

If there is smoke in your apartment and a fire has not broken out (e.g., burnt toast), please open external doors leading to the balcony, not doors leading to your hallway.

## **5. PARKING**

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Numbered carparks provided for each apartment are not to be used by other residents or visitors without permission of the owner.

Cars must not be parked on the concrete access driveways, on the landscaped or garden areas, or in any position where they may cause an obstruction to others. Car parks are only to be used for the parking of registered and operational motor vehicles and motorcycles and must not be used for storage.

Please note that should an emergency vehicle be unable to gain access, vehicles can be forcibly removed.

## **6. LEASING OF COMMON PROPERTY CAR PARKS**

There are two common property car parks located in the basement as shown on the attached plan available for lease by owners. To request a Carpark Special Privilege, an owner must submit a request in writing to the Whittles as Managing Agent. Whittles will maintain a register of owners who have made such a request and the date the request is made. Where a Carpark Special Privilege becomes available, the Whittles will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-served basis.

## **7. CARPARK SPACES SPECIAL PRIVILEGES**

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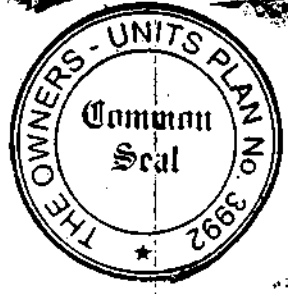
### **7.1 Special Privilege**

- a. An owner being granted special privileges in relation to use of common property car space must comply with the conditions stipulated in relation to the privilege including but not limited to the payment of the supplementary levy. For the purposes of Section 112A(4) of the UTM Act, the specific period for the respective special privilege rights accord with compliance of the conditions attached to the rights.
- b. The Managing Agent (or the Executive Committee if there is no Managing Agent) will be responsible for maintaining a register of the Special Privilege Rights Table identifying all applicable owners.

### **7.2 Process for determining Carpark Special Privilege (and duration of privilege)**

- a. To request a Carpark Special Privilege, an owner must submit a request in writing to the Managing Agent. The Managing Agent will maintain a register of owners who have made such a request and the date the request is made.
- b. Where a Carpark Special Privilege becomes available, the Managing Agent will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-serve basis.



- 
- c. A Carpark Special Privilege, so far as it relates to a unit, will in accordance with section 112A(4) of the UTM Act:
- i. commence on the date that the Managing Agent advises the relevant Owner that it has a Carpark Special Privilege (unless otherwise stipulated or provided); and
  - ii. continue on a rolling basis until the earlier of:
    - A. the date the benefited owner no longer wishes to receive the special privilege;
    - B. the date the benefited owner sells their unit; and
    - C. the date of any breach notice issued by the Managing Agent to the benefited owner (in respect of a breach of any of the provisions in the Consolidated Rules).

### **7.3 Maintenance and Repair**

The owner benefiting from the Special Privilege is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property the subject of the special privilege.

Where the Owners Corporation has the maintenance and repair responsibility:

- 7.3.1 in accordance with its right to do so under section 30 and section 78(2)(b) of the UTM Act, the Owners Corporation may charge a fee to each Benefited unit owner who has the special privilege in the manner provided by this Rule;
- 7.3.2 each Benefited unit owner must pay that fee as an essential condition of having the special privilege right; and
- 7.3.3 the Owners Corporation must determine and recover the monies in the manner provided by section 29, section 78.2(b) and (3) and section 89(2) and (3) of the UTM Act.

Unless specified otherwise, the Owners Corporation is responsible for the maintenance and repair of Common Property the subject of the special privilege right.

### **7.4 Other Obligations**

A Benefited unit Owner must:

- 7.4.1 pay for the costs of the fob required to access the carpark and any replacement fob required;
- 7.4.2 follow all reasonable instructions regarding the operation of the Carpark;
- 7.4.3 not grease or repair any motor vehicle in the Carpark;
- 7.4.4 not place rubbish or litter in any part of the Carpark;
- 7.4.5 not obstruct the free passage of other motor vehicles entitled to use nearby Carparks or carriageways;
- 7.4.6 not do anything which might in any way endanger any person in the Carpark or any equipment, chattels or goods, whether the property of the user or not, which may be in the Carpark;
- 7.4.7 not do anything which causes a nuisance or annoyance to the other users of the nearby car parks, or the owner or occupier of a neighbouring premises;
- 7.4.8 accept all risk of use of the Carpark and responsibility for any damage or loss to any motor vehicle and or its contents which occurs while it is entering, leaving or being moved in or to or from the Carpark; and
- 7.4.9 comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

Except as permitted by this rule, nothing in this Section gives a Benefited unit owner the right to make alterations, additions or changes to Common Property.

## **8. DRIVEWAY SAFETY**

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In the interest of safety, a maximum speed limit of 10 km per hour has been set for the driveway areas. It is not safe to play, ride bicycles, skateboards or roller-blades on driveways and all resident are encouraged to be mindful that they are in a carpark.

## **9. GARBAGE BIN ROOMS**

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Household rubbish must be placed inside the bins provided and the lids closed after use to reduce unpleasant smells and the attraction of pests.

Please lock the garage doors to the bin rooms after use to avoid dumping by non-residents. A code opens the bin room locks.

Cardboard and glass etc, should be placed in the labelled recycling bins provided, but please remove plastic bags before placing materials into recycle bins. The recycling contractor will refuse to take rubbish away if incorrect materials are found in the bins.

All general garbage must be enclosed in an acceptable outer container, such as a garbage bin liner and be fastened securely.

Please do not dump furniture or electronics in the garbage rooms as they are provided for domestic garbage and recyclable materials only. All furniture and electronics need to be taken by residents to the Mitchell Tip, not left in the bin rooms. These items cause a fire risk and safety hazard to other residents.

## **10. APPEARANCE**

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Residents must maintain their units so that unit holders are not adversely affected in terms of hygiene, appearance, or value.

Clothes lines and laundry are permitted on balconies if they are lower than the handrail. The draping of items (for example: rugs, mats, sheets, blankets, clothing etc) over balcony railings, compromises the aesthetic appearance of the building.

All residents should assist in keeping Common Property (staircases, car spaces, driveways, lawns, landscaped gardens, etc) clean and free from litter. Cigarette butts should not be dropped on Common Property but disposed of in suitable containers.

## **11. NOISE**

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Residents are reminded that they are living in medium density accommodation and that excessive noise late at night, such as loud music, TV, slamming doors etc, can disrupt the peace of neighbours.

At all times (especially between 11.00pm and 6.00am) residents should avoid causing any unreasonable noise which may disturb other residents.

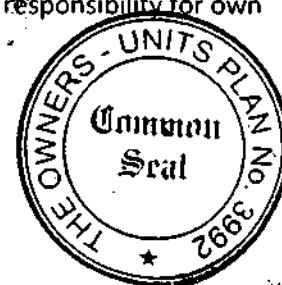
## **12. COMMON AREAS**

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Courtyard - if you are using the courtyard area, please keep it clean, tidy and be mindful of noise.

Pool/Gym area - please be mindful of safety in these areas. It is the resident's responsibility for own safety and the safety of visitors. All gym equipment is to be cleaned after use.

Pets are not to be in the pool at any time.



Lifts - lifts are to be always kept clean. All furniture should be covered when moving and lifts are used to avoid damage.

### **13. SMOKING**

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We aim for a smoke free environment at Mystere. Smoking is not permitted in any of the common areas, including the lifts, foyer, hallways, all basement carpark.

Occupants must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

### **14. PETS**

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Pets are not permitted unless notification has been provided to the Body Corporate in accordance with the alternate rules for Mystere. Residents with a pet must complete the Pet Notification Form (available from the Manager) and forward it to the Committee through Whittles. Pets should not roam on Common areas and must be kept within the unit entitlement area after dark.

Pet owners are responsible to clean up any area of the common property that is spoiled by the pet.

#### **Assistance Animals**

The Executive Committee may require a person who keeps an assistance animal to provide evidence that the animal is an assistance animal.

### **15. UNIT ALTERATIONS**

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Structural alterations or erections at a unit require approval of the Executive Committee to ensure we maintain the integrity of the fire safety measures required under the Building Code of Australia.

### **16. COMMERCIAL SIGNAGE**

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Businesses are required to put their 'big' sign only above the actual business premises. A dedicated space will be provided at the parking entrance on Bindubi Street and a 'small' signage template will be developed. Business will need to pay for their individual signs.

Relevant owners must immediately remove all existing non-compliant signage and make good the area to its original condition.

Businesses need to get Executive Committee approval prior to any future signage being installed.

### **17. GENERAL**

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Residents are responsible for any damage done on the premises by themselves or their invited guests/contractors/other invited persons and for any annoyance caused by them.

Any queries arising from the Guidelines should be addressed to the Body Corporate Manager:

**Whittles Canberra**  
PO Box 3208  
WESTON ACT 2611

Email [info.canberra@whittles.com.au](mailto:info.canberra@whittles.com.au)  
Ph 02 5131 2600



All owners are encouraged to attend the Annual General Meeting each year to discuss issues that concern them.

**STRATA MANAGEMENT AGREEMENT**

**THE OWNERS – UNITS PLAN** 3992  
ABN 75 517 376 219

Owners Corporation **Mystere**  
Address: 117 Redfern St, Macquarie

**NAME OF AGENT:** Whittles Canberra Pty Ltd (trading as Whittles)

ABN: 39634756031 Address: Unit 43 / 2 King Street, Deakin ACT 2600

Telephone: 02 5131 2600

**PARTICULARS:**


Commencement Date	19th March 2024
Initial Term	36 months
Management Fee	\$29,183.00 Ex GST
Agreed Services	Services set out in Attachment A to this Agreement.
Additional Services	Services set out in Schedule B to this Agreement.
Additional Services Fees	Services set out in Schedule C to this Agreement.
Units Plan	3992
Payment Method	Monthly in advance.
Annual Fee Review at Annual General Meeting	By negotiation

**EXECUTED BY:**

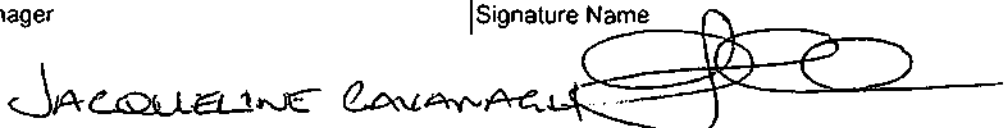
**Owners Corporation**

The common seal of the Owners Corporation was affixed on:

in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:

Signature Name		Signature Name	
Position Agent	Chairperson	Position	

Executed by \_\_\_\_\_ in accordance with Section 127 of the Corporations Act 2001:

Signature of a Manager	Signature Name
	JACQUELINE CAVANAGH





## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,  
provided however:
  - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
  - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

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

## 2 WARRANTIES AND ACKNOWLEDGEMENT

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

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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

## 5 DUTIES OF THE AGENT

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

## 6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

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

## 7 THIRD PARTY CONTRACTORS

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

## 8 PAYMENT OF FEES

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

## 9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.



## 10 DISCLOSURE

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

## 11 LIMITATION AND INDEMNITY

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

except where the loss or damage was directly caused solely by the negligence or willful breach of this Agreement by the Agent.



## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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

## 14 GST

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

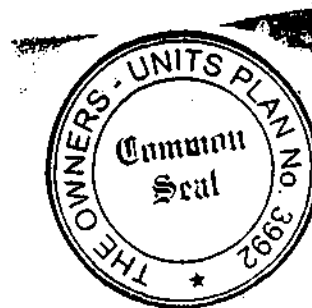
## 15 NOTICES

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

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

## 17 SERVICE CONTRACTORS

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



## SCHEDULE A – AGREED SERVICES

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



### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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

### MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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

## REPAIRS & MAINTENANCE

- ~~Arranging for appropriately qualified and insured contractors to undertake Standard Work,~~ routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a callout is required, this will be an Additional Service.



### ATTACHMENT – A

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

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

Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

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

### **UNIT TITLE CERTIFICATES**

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

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.



- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.



**SCHEDULE C – ADDITIONAL SERVICES RATES**

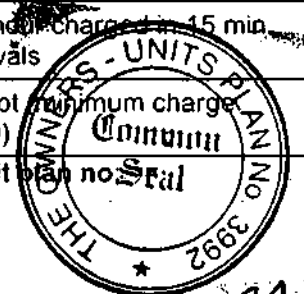
**Additional Service Rates - Professional & Administration Fees\***

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Public Officer Compliance	\$165.00	GST Registered groups only
16.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit - External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter - 1 <sup>st</sup> Infringement Notice Per letter - Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the owner's unit plan no. 3992

Date:==



## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders





Access Canberra

Chief Minister SR3390046 19/05/2025 13:51:51 Bui H

3390046 SPECIAL RESOLUTION BY OWNERS CORPORATION

SR


Land Titles Act 1925

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

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128 : 60	MACQUARIE	48	15	3992

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


Article 13- Amendment to House Rule - Parking


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 checked="" type="checkbox"/> Other (specify) Management Agreement	The common seal of the Owners Units Plan: 3992 ABN: 75517376219 was affixed in the presence of an authorised person. 

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:   
 Jacqueline Gay Cavanagh  
 Branch Manager

  
 Bethany Grace Carter  
 Witness

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	27/06/2025

VOI Sighted X..... LC Filed

Change of Name by .....

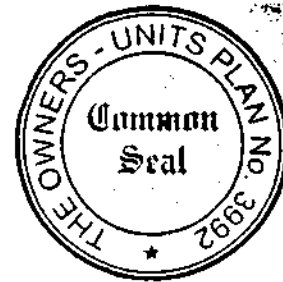
Authority to Deal Minutes + Memorandum

ASIC ..... Yes .....

Category ..... 1 .....

Signed by .. HB 74 .....

Date 18 JUN 2025 .....





**Access  
Canberra.**

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

**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2128:60	MACQUARIE	48	15	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolution	29

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No. 3992

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 28<sup>th</sup> of April 2025 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 – Amendment to House Rule – Parking**

That the Owners Corporation resolves to update the House Rule for parking, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:

Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.

Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.

Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.

Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in any position where they may cause an obstruction to others.

Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.

Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.

**Carried by Special Resolution (no dissent noted)**



# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 28 April 2025

*Tick applicable box, or both boxes if applicable:*

Regularly Convened       Convened After Adjournment

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).      The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced Quorum Decisions

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

Date of Decision	Full Text of Reduced Quorum Decision
28 April 2025	See attached Minutes

**A4** Owners Corporation Declaration

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

Tegan Rapson  
Strata Manager

7 May 2025



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

B3 How many reduced quorum decisions be disallowed?

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

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

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

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

If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

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





Strata and Community Title Services

Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 3992

"Mystere"

28 April 2025

# Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Monday, 28 April 2025		
<b>Meeting Location</b>	Via Microsoft Teams & Deakin Boardroom, Unit 43, 2 King Street, Deakin		
<b>Time</b>	05:00 PM	Opened: 05:06 PM	Closed: 07:15 PM
<b>Lots Represented in Person</b>	0012 0022 0061 0068	P Taylor K Waddell F DeMarco & J DeMarco P Taylor	Tolomeran Pty Ltd  Tolomeran Pty Ltd
<b>Lots Represented via MS Teams</b>	0002 0003 0006 0007 0018 0019 0029 0030 0034 0038 0058 0060	D Kaur R Kadi M Pantia S Ong V Dolar M Power K Midgley J Connah H English R Kadi K Jacobsen S Banning	Trustee for Sawinder Kaur Family Trust
<b>Lots Represented via Proxy</b>	0051	B Medway & N Medway	Proxy Name: R Kadi
<b>Absentee Voters</b>	0004 0025 0039 0044 0046 0049 0052 0065	A Cameron A Cook V Kavuri T O'Connor H Berjaoui C Tomkins J Pearce R Blemings & C Holton	
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson	Whittles Canberra Pty Ltd	
<b>Apologies</b>	Nil		





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

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 19/3/24 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 21	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/24 to 31/1/25 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 0	Inv: 0

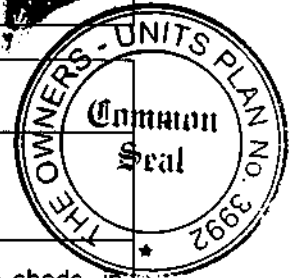
<b>Item 4</b>	
<b>Management Agreement</b>	
The current Agreement in place expires 18/3/27.	
A copy of the Agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> via the Owners Portal.	



<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation was marketed by MGA Insurance Brokers prior to renewal. That the building sum insured was increased by 5% upon renewal.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 6</b>				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

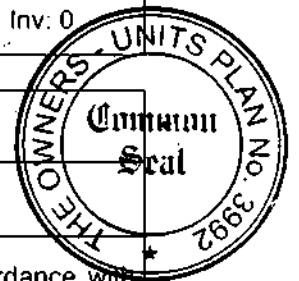
<b>Motion 7 - Amended</b>	
<b>Amendment to House Rule – Basement Storage Sheds</b>	<b>Special Resolution</b>
<p>That the Owners Corporation resolves to update the House Rule for basement storage sheds, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:</p> <p><i>Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.</i></p> <p><i>Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.</i></p> <p><i>Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.</i></p> <p><i>The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.</i></p> <p><i>This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The</i></p>	



<b>Motion 7 - Continued</b>				
<i>Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 16	No: 0	Abs: 8	Inv: 0
<b>Notes</b>				
Minor changes were made to the proposed House Rule and subsequently approved.				

<b>Motion 8</b>				
<b>Amendment to House Rule – CCTV</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for CCTV ("Security of the System" section), in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.</i>				
<i>To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

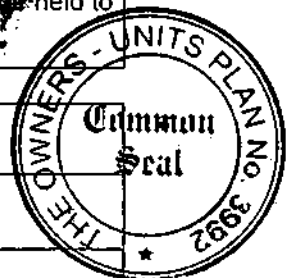
<b>Motion 9</b>				
<b>Amendment to House Rule – Parking</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for parking, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.</i>				
<i>Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.</i>				
<i>Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.</i>				
<i>Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in</i>				



<b>Motion 9 - Continued</b>				
<i>any position where they may cause an obstruction to others.</i>				
<i>Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.</i>				
<i>Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 1	Abs: 0	Inv: 0
<b>Notes</b>				
Owners discussed the issue of non-compliant disabled parking spaces and agreed to have the EC review and rectify the line markings on the ground floor basement only. Action regarding the lower ground floor disabled parking spaces was deferred to the next EC Meeting.				
The need for a separate rule regarding electric vehicle (EV) charging, particularly in the basement, was also discussed. It was agreed that the EC would develop a specific rule for EV charging.				
Minor changes were made to the proposed House Rule and subsequently approved.				

<b>Motion 10</b>				
<b>Sinking Fund Forecast Review</b>		<b>Ordinary Resolution</b>		
That the Owners Corporation reviews Sinking Fund Forecast and is satisfied that the forecast expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2030. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution at a general meeting.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0
<b>Notes</b>				
The Committee approved the exterior painting of the entire building. Further discussion will be held to obtain updated quotes and consider including the entry areas in the scope of works.				

<b>Motion 11</b>				
<b>Maintenance Plan Review</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0





Strata and Community Title Services

Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 3992

"Mystere"

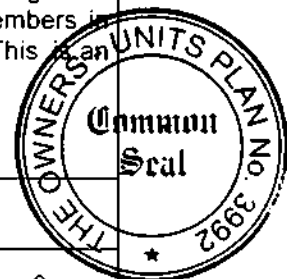
26 April 2025

<b>Motion 12 - Amended</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$290,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 1	Inv: 0

<b>Motion 13 - Amended</b>				
<b>Sinking Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$274,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 8	Inv: 0

<b>Motion 14</b>				
<b>Administration Fund Levy</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$260,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 22	No: 1	Abs: 1	Inv: 0

<b>Motion 15</b>				
<b>Sinking Fund Levy</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$121,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

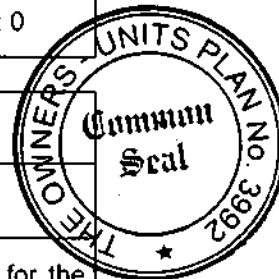


<b>Motion 16</b>				
<b>Special Levy - Sinking Fund</b>	<b>Special Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund special levy of \$136,363.64 (excl. GST) for the purpose of funding the podium rectification. This levy is to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 17</b>				
<b>Financial Audit</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, a financial audit be completed at the end of the financial year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 18</b>				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 19</b>				
<b>Determination of Committee Size</b>	<b>Special Resolution</b>			
That in accordance with the <i>Unit Titles (Management) Act 2011</i> , the Executive Committee for the upcoming year consist of a maximum of nine members.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 0	Inv: 0



<b>Item 20</b>
<b>Election of Committee</b>
S Banning, J Connah, R Kadi, B Medway, K Midgley, M Pantia, M Power, P Taylor, and K Waddell have been elected to the Executive Committee.

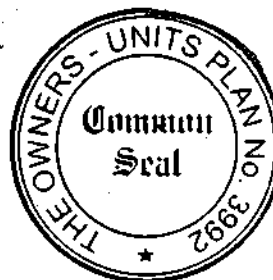
<b>Item 21</b>
<b>General Business</b>
<b>Building Manager</b> P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.
<b>Shopping Trolleys</b> Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.

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

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

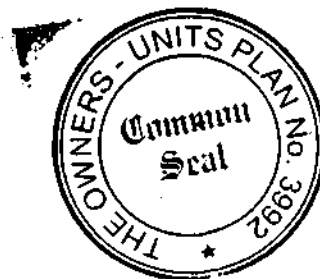
*\*Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.*

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



## STRATA MANAGEMENT AGREEMENT

<b>THE OWNERS – UNITS PLAN</b> 3992 ABN 75 517 376 219		<b>Owners Corporation Mystere</b> Address: 117 Redfern St, Macquarie	
<b>NAME OF AGENT:</b> Whittles Canberra Pty Ltd (trading as Whittles)			
<b>ABN:</b> 39634756031 <b>Address:</b> Unit 43/ 2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
<b>Commencement Date</b>		19th March 2024	
<b>Initial Term</b>		36 months	
<b>Management Fee</b>		\$29,183.00	Ex GST
<b>Agreed Services</b>		Services set out in Attachment A to this Agreement.	
<b>Additional Services</b>		Services set out in Schedule B to this Agreement.	
<b>Additional Services Fees</b>		Services set out in Schedule C to this Agreement.	
<b>Units Plan</b>		3992	
<b>Payment Method</b>		Monthly in advance.	
<b>Annual Fee Review at Annual General Meeting</b>		By negotiation	
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature  Name		Signature Name	
Position <i>Chairperson</i> Agent		Position	
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager  <i>JACQUELINE CAVANAGH</i>		Signature Name 	



## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

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

provided however:

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

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

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

## 2 WARRANTIES AND ACKNOWLEDGEMENT

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

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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



## 5 DUTIES OF THE AGENT

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

## 6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

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

## 7 THIRD PARTY CONTRACTORS

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

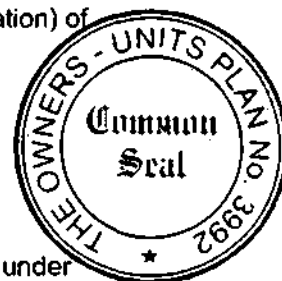
## 8 PAYMENT OF FEES

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

## 9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.



## 10 DISCLOSURE

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

## 11 LIMITATION AND INDEMNITY

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

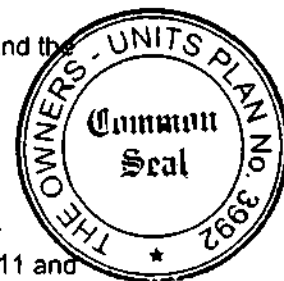
except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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



## 14 GST

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

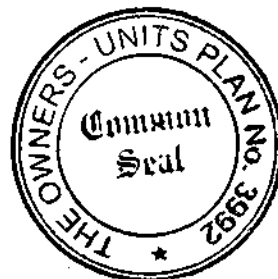
## 15 NOTICES

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

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

## 17 SERVICE CONTRACTORS

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



## SCHEDULE A – AGREED SERVICES

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

### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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

### MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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



## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT – A

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

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



Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

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

### **UNIT TITLE CERTIFICATES**

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

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.



- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

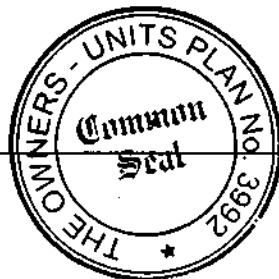
### SCHEDULE C – ADDITIONAL SERVICES RATES

#### Additional Service Rates - Professional & Administration Fees\*



No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 <sup>st</sup> Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)



These fees have been negotiated between the parties to agreement the owner's unit plan no: ==  
Date:==

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



# Mystere Apartments

## THE OWNERS & RESIDENTS OF UNITS PLAN NO. 3992

### CONSOLIDATED RULES

May 2025

As agreed at the AGM held 19<sup>th</sup> March 2024, the Default Rules in the Unit Titles (Management) Regulation 2011 are revoked. The following Rules are substituted.

The Body Corporate Manager collects Body Corporate levies on behalf of the Owners Corporation (the owners). All costs related to the Mystere complex are paid for directly by unit owners. These costs are affected by the activities and behaviour of all resident's activities.

These guidelines are provided to owners and residents by the Mystere Executive Committee to assist in providing a respectful, courteous, and safe shared existence for all parties. Your cooperation and assistance in the application of these guidelines is appreciated.

#### **1. BASEMENT STORAGE SHEDS**

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Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.

Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.

Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.

The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.

This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.

#### **2. HARD FLOORING**

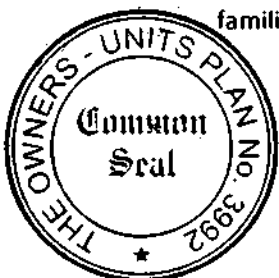
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Hard flooring options may be considered by the Executive Committee upon application. Approvals may be subject to the installation of high-quality underlay with its performance rating exceeding the current BCA standard along with a written statement from the installer confirming the flooring will meet/exceed Australian Standards when installed.

#### **3. SECURITY**

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All steps should be taken to ensure the security integrity of the complex for the safety of the families and individuals who reside in the complex. Please make all efforts to maintain the security



Mystere Apartments – Units Plan No. 3992  
Consolidated Rules  
May 2025

of the basement where personal effects are stored. Do not leave common doors jammed open at any time and ensure all access doors are closed behind you, including fire doors.

#### 4. CCTV

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##### Preamble

Due to its location in the Macquarie group centre, a CCTV system will provide Mystere with a deterrent to, as well as visual recording of, unwanted or unlawful activity.

The Owners Corporation respects people's privacy. So, it will ensure that the operation of the CCTV system complies with the Human Rights Act 2004, the Information Privacy Act 2014, the Workplace Privacy Act 2011, the Territory Records Act 2002 and the Surveillance Devices Act 2007. An opinion on the legality of using CCTV cameras and the need for a CCTV policy can be found at: [ACT: CCTV Cameras and Privacy in Strata \(lookupstrata.com.au\)](http://ACT:CCTV Cameras and Privacy in Strata (lookupstrata.com.au))

##### Purpose of the Policy and System

This policy details the procedures and protocols that the Owners Corporation expects the Strata Manager and Executive Committee will follow to ensure the system is managed appropriately and any recordings are not misused.

The purpose of the system is not to record the legitimate activity of anyone in the Common Area but only unwanted or unlawful activity.

##### Scope of the System

The system will provide video recording, where deemed necessary by the Executive Committee, at:

- All driveways.
- All pedestrian entrance doors.
- The basement carpark entrance gate.
- High priority Common Property as approved by the Executive Committee.

##### Management of Recordings

Recordings made by the system will be:

- Used to resolve reports of incidents to the Owners Corporation.
- Stored for approximately 30 days and, if not required for a lawful purpose, then overwritten.
- Destroyed, in any case, when no longer required for the purpose for which they were made.

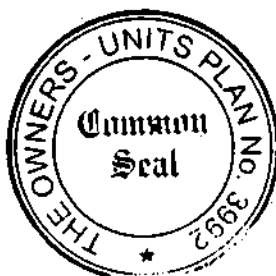
Recordings may be shown, and copies provided, to a third party such as:

- the Australian Federal Police, where unlawful activity is alleged.
- WorkSafe ACT, where occupational health and safety incidents are reported.
- Any other regulatory body for a lawful purpose e.g., Court order, ACT Civil and Administrative Tribunal (ACAT).

##### Privacy Considerations

Cameras will only be installed in the Common Area as users would expect that no activities of a private nature would be taking place there. So, it is permissible to record activity in the Common Area where necessary.

Cameras will be positioned and configured electronically with 'Privacy Zones' to avoid recording inside units, their courtyards, their balconies, or any other private areas.



Appropriate signage will be installed in the Common Property areas covered by the system which will be clearly visible to users thus negating the need for specific consent to the recording of their activities there.

#### Security of the System

The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.

To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.

#### Complaints and Policy Access

Complaints about the operation of the system should be directed to the Strata Manager.

This policy document will be posted on the Strata Manager's website and available on request to the Strata Manager by unit owners, occupiers, or users of the Common Area.

If you see any suspicious activity, please contact the police.

If there is smoke in your apartment and a fire has not broken out (e.g., burnt toast), please open external doors leading to the balcony, not doors leading to your hallway.

### **5. PARKING**

Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.

Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.

Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.

Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in any position where they may cause an obstruction to others.

Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.

Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.

### **6. LEASING OF COMMON PROPERTY CAR PARKS**

There are two common property car parks located in the basement as shown on the attached plan available for lease by owners. To request a Carpark Special Privilege, an owner must submit a request in writing to the Whittles as Managing Agent. Whittles will maintain a register of owners who have made such a request and the date the request is made. Where a Carpark Special Privilege becomes available, the Whittles will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-served basis.



## **7. CARPARK SPACES SPECIAL PRIVILEGES**

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### **7.1 Special Privilege**

- a. An owner being granted special privileges in relation to use of common property car space must comply with the conditions stipulated in relation to the privilege including but not limited to the payment of the supplementary levy. For the purposes of Section 112A(4) of the UTM Act, the specific period for the respective special privilege rights accord with compliance of the conditions attached to the rights.
- b. The Managing Agent (or the Executive Committee if there is no Managing Agent) will be responsible for maintaining a register of the Special Privilege Rights Table identifying all applicable owners.

### **7.2 Process for determining Carpark Special Privilege (and duration of privilege)**

- a. To request a Carpark Special Privilege, an owner must submit a request in writing to the Managing Agent. The Managing Agent will maintain a register of owners who have made such a request and the date the request is made.
- b. Where a Carpark Special Privilege becomes available, the Managing Agent will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-serve basis.
- c. A Carpark Special Privilege, so far as it relates to a unit, will in accordance with section 112A(4) of the UTM Act:
  - i. commence on the date that the Managing Agent advises the relevant Owner that it has a Carpark Special Privilege (unless otherwise stipulated or provided); and
  - ii. continue on a rolling basis until the earlier of:
    - A. the date the benefited owner no longer wishes to receive the special privilege;
    - B. the date the benefited owner sells their unit; and
    - C. the date of any breach notice issued by the Managing Agent to the benefited owner (in respect of a breach of any of the provisions in the Consolidated Rules).

### **7.3 Maintenance and Repair**

The owner benefiting from the Special Privilege is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property the subject of the special privilege.

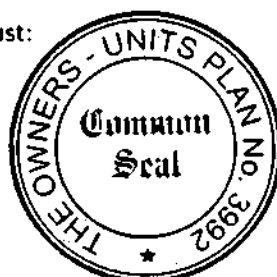
Where the Owners Corporation has the maintenance and repair responsibility:

- 7.3.1 in accordance with its right to do so under section 30 and section 78(2)(b) of the UTM Act, the Owners Corporation may charge a fee to each Benefited unit owner who has the special privilege in the manner provided by this Rule;
- 7.3.2 each Benefited unit owner must pay that fee as an essential condition of having the special privilege right; and
- 7.3.3 the Owners Corporation must determine and recover the monies in the manner provided by section 29, section 78.2(b) and (3) and section 89(2) and (3) of the UTM Act.

Unless specified otherwise, the Owners Corporation is responsible for the maintenance and repair of Common Property the subject of the special privilege right.

### **7.4 Other Obligations**

A Benefited unit Owner must:



Mystere Apartments – Units Plan No. 3992  
Consolidated Rules  
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- 7.4.1 pay for the costs of the fob required to access the carpark and any replacement fob required;
- 7.4.2 follow all reasonable instructions regarding the operation of the Carpark;
- 7.4.3 not grease or repair any motor vehicle in the Carpark;
- 7.4.4 not place rubbish or litter in any part of the Carpark;
- 7.4.5 not obstruct the free passage of other motor vehicles entitled to use nearby Carparks or carriageways;
- 7.4.6 not do anything which might in any way endanger any person in the Carpark or any equipment, chattels or goods, whether the property of the user or not, which may be in the Carpark;
- 7.4.7 not do anything which causes a nuisance or annoyance to the other users of the nearby car parks, or the owner or occupier of a neighbouring premises;
- 7.4.8 accept all risk of use of the Carpark and responsibility for any damage or loss to any motor vehicle and or its contents which occurs while it is entering, leaving or being moved in or to or from the Carpark; and
- 7.4.9 comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

Except as permitted by this rule, nothing in this Section gives a Benefited unit owner the right to make alterations, additions or changes to Common Property.

## **8. DRIVEWAY SAFETY**

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In the interest of safety, a maximum speed limit of 10 km per hour has been set for the driveway areas. It is not safe to play, ride bicycles, skateboards or roller-blades on driveways and all resident are encouraged to be mindful that they are in a carpark.

## **9. GARBAGE BIN ROOMS**

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Household rubbish must be placed inside the bins provided and the lids closed after use to reduce unpleasant smells and the attraction of pests.

Please lock the garage doors to the bin rooms after use to avoid dumping by non-residents. A code opens the bin room locks.

Cardboard and glass etc, should be placed in the labelled recycling bins provided, but please remove plastic bags before placing materials into recycle bins. The recycling contractor will refuse to take rubbish away if incorrect materials are found in the bins.

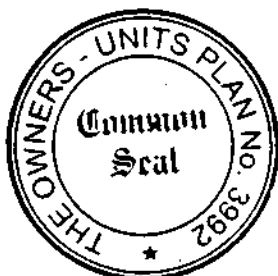
All general garbage must be enclosed in an acceptable outer container, such as a garbage bin liner and be fastened securely.

Please do not dump furniture or electronics in the garbage rooms as they are provided for domestic garbage and recyclable materials only. All furniture and electronics need to be taken by residents to the Mitchell Tip, not left in the bin rooms. These items cause a fire risk and safety hazard to other residents.

## **10. APPEARANCE**

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Residents must maintain their units so that unit holders are not adversely affected in terms of hygiene, appearance, or value.



Clothes lines and laundry are permitted on balconies if they are lower than the handrail. The draping of items (for example: rugs, mats, sheets, blankets, clothing etc) over balcony railings, compromises the aesthetic appearance of the building.

All residents should assist in keeping Common Property (staircases, car spaces, driveways, lawns, landscaped gardens, etc) clean and free from litter. Cigarette butts should not be dropped on Common Property but disposed of in suitable containers.

#### **11. NOISE**

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Residents are reminded that they are living in medium density accommodation and that excessive noise late at night, such as loud music, TV, slamming doors etc, can disrupt the peace of neighbours.

At all times (especially between 11.00pm and 6.00am) residents should avoid causing any unreasonable noise which may disturb other residents.

#### **12. COMMON AREAS**

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Courtyard - if you are using the courtyard area, please keep it clean, tidy and be mindful of noise.

Pool/Gym area - please be mindful of safety in these areas. It is the resident's responsibility for own safety and the safety of visitors. All gym equipment is to be cleaned after use.

Pets are not to be in the pool at any time.

Lifts - lifts are to be always kept clean. All furniture should be covered when moving and lifts are used to avoid damage.

#### **13. SMOKING**

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We aim for a smoke free environment at Mystere. Smoking is not permitted in any of the common areas, including the lifts, foyer, hallways, all basement carpark.

Occupants must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

#### **14. PETS**

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Pets are not permitted unless notification has been provided to the Body Corporate in accordance with the alternate rules for Mystere. Residents with a pet must complete the Pet Notification Form (available from the Manager) and forward it to the Committee through Whittles. Pets should not roam on Common areas and must be kept within the unit entitlement area after dark.

Pet owners are responsible to clean up any area of the common property that is spoiled by the pet.

#### **Assistance Animals**

The Executive Committee may require a person who keeps an assistance animal to provide evidence that the animal is an assistance animal.

#### **15. UNIT ALTERATIONS**

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Structural alterations or erections at a unit require approval of the Executive Committee to ensure we maintain the integrity of the fire safety measures required under the Building Code of Australia.



## **16. COMMERCIAL SIGNAGE**

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Businesses are required to put their 'big' sign only above the actual business premises. A dedicated space will be provided at the parking entrance on Bindubi Street and a 'small' signage template will be developed. Business will need to pay for their individual signs.

Relevant owners must immediately remove all existing non-compliant signage and make good the area to its original condition.

Businesses need to get Executive Committee approval prior to any future signage being installed.

## **17. GENERAL**

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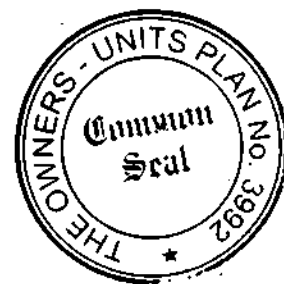
Residents are responsible for any damage done on the premises by themselves or their invited guests/contractors/other invited persons and for any annoyance caused by them.

Any queries arising from the Guidelines should be addressed to the Body Corporate Manager:

**Whittles Canberra**  
PO Box 3208  
WESTON ACT 2611

Email [info.canberra@whittles.com.au](mailto:info.canberra@whittles.com.au)  
Ph 02 5131 2600

All owners are encouraged to attend the Annual General Meeting each year to discuss issues that concern them.





Chief Minis: SR\$3390047 18:06:2025 03:00 Bui H

**3390047**

**BY OWNERS CORPORATION**

SR

Land Titles Act 1925

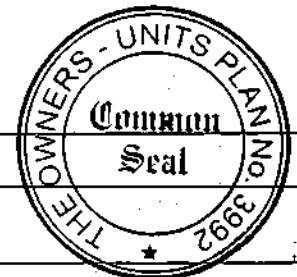
LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Whittles Canberra	<a href="mailto:info.canberra@whittles.com.au">info.canberra@whittles.com.au</a>	02 5131 2600

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128.60	MACQUARIE	48	15	3992

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

Article 13- Amendment to House Rule – Basement Storage Shed

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 checked="" type="checkbox"/> Other (specify) Management Agreement	The common seal of the Owners Units Plan: 3992 ABN: 75517376219 was affixed in the presence of an authorised person.



**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:

*Jacqueline Gay Cavanagh*  
Branch Manager

*B. Carter*  
Bethany Grace Carter  
Witness

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	27/06/2025

VOI Sighted X... (Filed)

Change of Name by .....

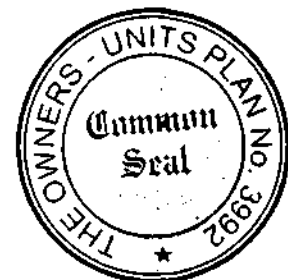
Authority to Deal Minutes, Namecard

ASIC Yes .....

Category 1 .....

Signed by H.B.L .....

Date 18 JUN 2025 .....





**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2128:60	MACQUARIE	48	15	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolution	29

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No. 3992

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 28<sup>th</sup> of April 2025 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

**Article 13 – Amendment to House Rule – Basement Storage Shed**

That the Owners Corporation resolves to update the House Rule for basement storage sheds, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:

Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space. Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.

Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.

The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.

This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.

**Carried by Special Resolution (no dissent noted)**



# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made 28 April 2025

*Tick applicable box, or both boxes if applicable:*

<input checked="" type="checkbox"/> <b>Regularly Convened</b>	<input type="checkbox"/> <b>Convened After Adjournment</b>
The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).	The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced Quorum Decisions

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

Date of Decision	Full Text of Reduced Quorum Decision
28 April 2025	See attached Minutes

**A4** Owners Corporation Declaration

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

Tegan Rapson  
Strata Manager

7 May 2025



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** General Information

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

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

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

The petition must-

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

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

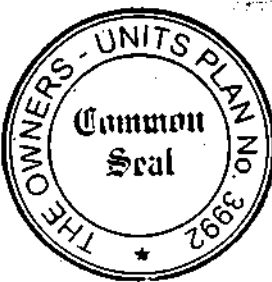
- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).

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

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

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

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



# Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Monday, 28 April 2025		
<b>Meeting Location</b>	Via Microsoft Teams & Deakin Boardroom, Unit 43, 2 King Street, Deakin		
<b>Time</b>	05:00 PM	Opened: 05:06 PM	Closed: 07:15 PM
<b>Lots Represented in Person</b>	0012	P Taylor	Tolomeran Pty Ltd
	0022	K Waddell	
	0061	F DeMarco & J DeMarco	
	0068	P Taylor	Tolomeran Pty Ltd
<b>Lots Represented via MS Teams</b>	0002	D Kaur	Trustee for Sawinder Kaur Family Trust
	0003	R Kadi	
	0006	M Pantia	
	0007	S Ong	
	0018	V Dolar	
	0019	M Power	
	0029	K Midgley	
	0030	J Connah	
	0034	H English	
	0038	R Kadi	
	0058	K Jacobsen	
	0060	S Banning	
<b>Lots Represented via Proxy</b>	0051	B Medway & N Medway	Proxy Name: R Kadi
<b>Absentee Voters</b>	0004	A Cameron	
	0025	A Cook	
	0039	V Kavuri	
	0044	T O'Connor	
	0046	H Berjaoui	
	0049	C Tomkins	
	0052	J Pearce	
	0065	R Blemings & C Holton	
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson	Whittles Canberra Pty Ltd	
<b>Apologies</b>	Nil		





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

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 19/3/24 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 21	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/24 to 31/1/25 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 0	Inv: 0

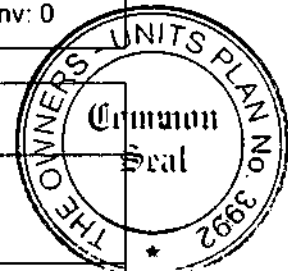
<b>Item 4</b>	
<b>Management Agreement</b>	
The current Agreement in place expires 18/3/27.  A copy of the Agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> via the Owners Portal.	



<b>Motion 5</b>				
<b>Insurance Renewal</b>		<b>Ordinary Resolution</b>		
That the existing insurance cover held by the Corporation was marketed by MGA Insurance Brokers prior to renewal. That the building sum insured was increased by 5% upon renewal.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 6</b>				
<b>Fire Safety Review</b>		<b>Ordinary Resolution</b>		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

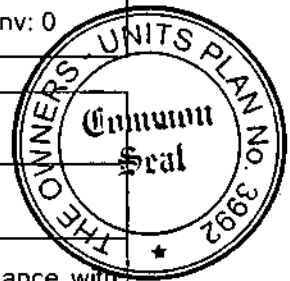
<b>Motion 7 - Amended</b>	
<b>Amendment to House Rule – Basement Storage Sheds</b>	<b>Special Resolution</b>
<p>That the Owners Corporation resolves to update the House Rule for basement storage sheds, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:</p> <p><i>Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.</i></p> <p><i>Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.</i></p> <p><i>Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.</i></p> <p><i>The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.</i></p> <p><i>This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The</i></p>	



<b>Motion 7 - Continued</b>				
<i>Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 16	No: 0	Abs: 8	Inv: 0
<b>Notes</b>				
Minor changes were made to the proposed House Rule and subsequently approved.				

<b>Motion 8</b>				
<b>Amendment to House Rule – CCTV</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for CCTV ("Security of the System" section), in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.</i>				
<i>To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 9</b>				
<b>Amendment to House Rule – Parking</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for parking, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>Numbered carpark provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.</i>				
<i>Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.</i>				
<i>Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.</i>				
<i>Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in</i>				



<b>Motion 9 - Continued</b>				
<p><i>any position where they may cause an obstruction to others.</i></p> <p><i>Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.</i></p> <p><i>Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.</i></p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 1	Abs: 0	Inv: 0
<b>Notes</b>				
<p>Owners discussed the issue of non-compliant disabled parking spaces and agreed to have the EC review and rectify the line markings on the ground floor basement only. Action regarding the lower ground floor disabled parking spaces was deferred to the next EC Meeting.</p> <p>The need for a separate rule regarding electric vehicle (EV) charging, particularly in the basement, was also discussed. It was agreed that the EC would develop a specific rule for EV charging.</p> <p>Minor changes were made to the proposed House Rule and subsequently approved.</p>				

<b>Motion 10</b>				
<b>Sinking Fund Forecast Review</b>		<b>Ordinary Resolution</b>		
<p>That the Owners Corporation reviews Sinking Fund Forecast and is satisfied that the forecast expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2030. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution at a general meeting.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0
<b>Notes</b>				
<p>The Committee approved the exterior painting of the entire building. Further discussion will be held to obtain updated quotes and consider including the entry areas in the scope of works.</p>				

<b>Motion 11</b>				
<b>Maintenance Plan Review</b>		<b>Ordinary Resolution</b>		
<p>That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0



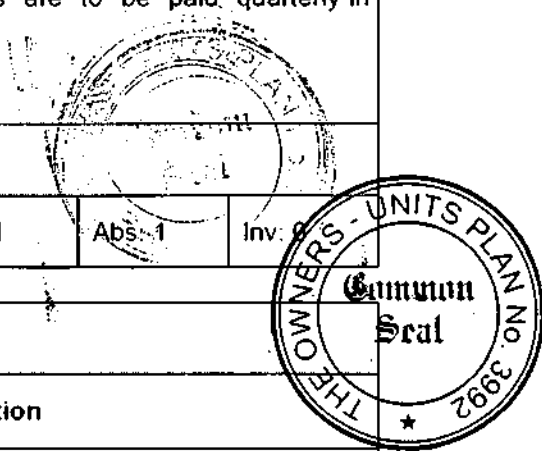


<b>Motion 12 - Amended</b>				
<b>Administration Fund Expenditure Budget</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$290,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 1	Inv: 0

<b>Motion 13 - Amended</b>				
<b>Sinking Fund Expenditure Budget</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$274,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 8	Inv: 0

<b>Motion 14</b>				
<b>Administration Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$260,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 22	No: 1	Abs: 1	Inv: 0

<b>Motion 15</b>				
<b>Sinking Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$121,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

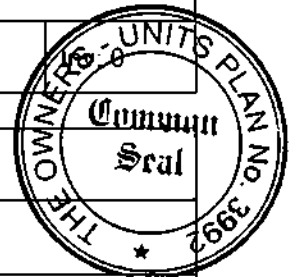


<b>Motion 16</b>				
<b>Special Levy - Sinking Fund</b>	<b>Special Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund special levy of \$136,363.64 (excl. GST) for the purpose of funding the podium rectification. This levy is to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 17</b>				
<b>Financial Audit</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, a financial audit be completed at the end of the financial year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 18</b>				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 19</b>				
<b>Determination of Committee Size</b>	<b>Special Resolution</b>			
That in accordance with the <i>Unit Titles (Management) Act 2011</i> , the Executive Committee for the upcoming year consist of a maximum of nine members.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 0	Inv: 0



<b>Item 20</b>
<b>Election of Committee</b>
S Banning, J Connah, R Kadi, B Medway, K Midgley, M Pantia, M Power, P Taylor, and K Waddell have been elected to the Executive Committee.

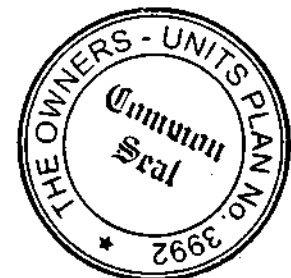
<b>Item 21</b>				
<b>General Business</b>				
<table> <tr> <td><b>Building Manager</b></td> <td>P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.</td> </tr> <tr> <td><b>Shopping Trolleys</b></td> <td>Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.</td> </tr> </table>	<b>Building Manager</b>	P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.	<b>Shopping Trolleys</b>	Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.
<b>Building Manager</b>	P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.			
<b>Shopping Trolleys</b>	Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.			

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


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

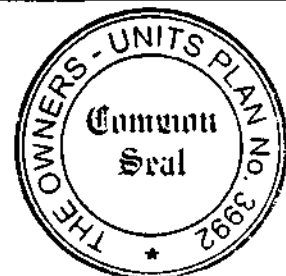
*\*Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.*

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



## STRATA MANAGEMENT AGREEMENT

<b>THE OWNERS – UNITS PLAN 3992</b> ABN 75 517 376 219		<b>Owners Corporation Mystere</b> Address: 117 Redfern St, Macquarie	
<b>NAME OF AGENT:</b> Whittles Canberra Pty Ltd (trading as Whittles)			
ABN: 39634756031 Address Unit 43/ 2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
Commencement Date		19th March 2024	
Initial Term		36 months	
Management Fee		\$29,183.00	Ex GST
Agreed Services		Services set out in Attachment A to this Agreement.	
Additional Services		Services set out in Schedule B to this Agreement.	
Additional Services Fees		Services set out in Schedule C to this Agreement.	
Units Plan		3992	
Payment Method		Monthly in advance.	
Annual Fee Review at Annual General Meeting		By negotiation	
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on: in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature		Signature	
Name		Name	
Position		Position	
Agent			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager		Signature Name	
 JACQUELINE CAVANAGH			



## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

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

provided however:

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

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

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

## 2 WARRANTIES AND ACKNOWLEDGEMENT

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

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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



## 5 DUTIES OF THE AGENT

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

## 6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

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

## 7 THIRD PARTY CONTRACTORS

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

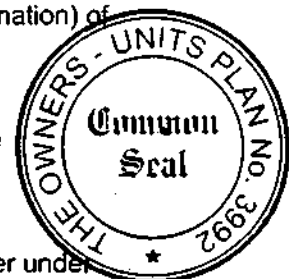
## 8 PAYMENT OF FEES

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

## 9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.



## 10 DISCLOSURE

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

## 11 LIMITATION AND INDEMNITY

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

## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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



## 14 GST

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

## 15 NOTICES

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

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

## 17 SERVICE CONTRACTORS

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



## SCHEDULE A – AGREED SERVICES

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



### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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

### MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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

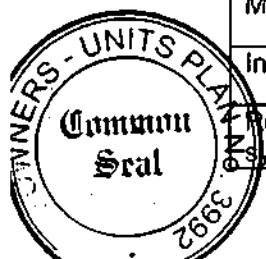
## REPAIRS & MAINTENANCE

- ~~Arranging for appropriately qualified and insured contractors to undertake Standard Work,~~ routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT – A

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

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



Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

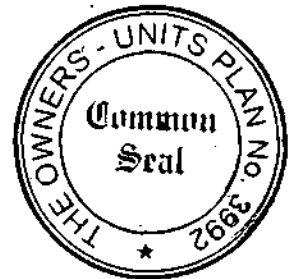
- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

### **UNIT TITLE CERTIFICATES**

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

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

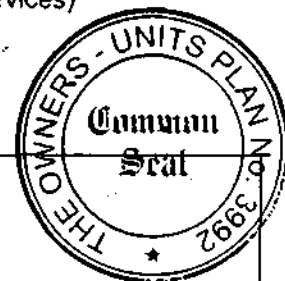


- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

### SCHEDULE C – ADDITIONAL SERVICES RATES

#### Additional Service Rates - Professional & Administration Fees\*

No.	Item	Charge per unit (GST incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Public Officer Compliance	\$165.00	GST Registered groups only
16.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

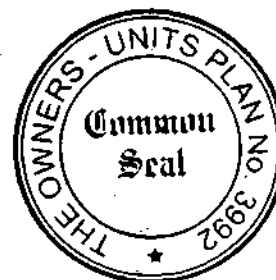


19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00	Per hour or part thereof during business hours
		\$220.00	Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit - External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00	Per letter - 1 <sup>st</sup> Infringement Notice
		\$185.00	Per letter - Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the owner's unit plan no: ==  
Date:==

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



# Mystere Apartments

## THE OWNERS & RESIDENTS OF UNITS PLAN NO. 3992

### CONSOLIDATED RULES

May 2025

As agreed at the AGM held 19<sup>th</sup> March 2024, the Default Rules in the Unit Titles (Management) Regulation 2011 are revoked. The following Rules are substituted.

The Body Corporate Manager collects Body Corporate levies on behalf of the Owners Corporation (the owners). All costs related to the Mystere complex are paid for directly by unit owners. These costs are affected by the activities and behaviour of all resident's activities.

These guidelines are provided to owners and residents by the Mystere Executive Committee to assist in providing a respectful, courteous, and safe shared existence for all parties. Your cooperation and assistance in the application of these guidelines is appreciated.

#### **1. BASEMENT STORAGE SHEDS**

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Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.

Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.

Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.

The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.

This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.

#### **2. HARD FLOORING**

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Hard flooring options may be considered by the Executive Committee upon application. Approvals may be subject to the installation of high-quality underlay with its performance rating exceeding the current BCA standard along with a written statement from the installer confirming the flooring will meet/exceed Australian Standards when installed.

#### **3. SECURITY**

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All steps should be taken to ensure the security integrity of the complex for the safety of the families and individuals who reside in the complex. Please make all efforts to maintain the security



Mystere Apartments – Units Plan No. 3992  
Consolidated Rules  
May 2025

of the basement where personal effects are stored. Do not leave common doors jammed open at any time and ensure all access doors are closed behind you, including fire doors.

#### **4. CCTV**

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##### Preamble

Due to its location in the Macquarie group centre, a CCTV system will provide Mystere with a deterrent to, as well as visual recording of, unwanted or unlawful activity.

The Owners Corporation respects people's privacy. So, it will ensure that the operation of the CCTV system complies with the Human Rights Act 2004, the Information Privacy Act 2014, the Workplace Privacy Act 2011, the Territory Records Act 2002 and the Surveillance Devices Act 2007. An opinion on the legality of using CCTV cameras and the need for a CCTV policy can be found at: [ACT: CCTV Cameras and Privacy in Strata \(lookupstrata.com.au\)](http://ACT: CCTV Cameras and Privacy in Strata (lookupstrata.com.au))

##### Purpose of the Policy and System

This policy details the procedures and protocols that the Owners Corporation expects the Strata Manager and Executive Committee will follow to ensure the system is managed appropriately and any recordings are not misused.

The purpose of the system is not to record the legitimate activity of anyone in the Common Area but only unwanted or unlawful activity.

##### Scope of the System

The system will provide video recording, where deemed necessary by the Executive Committee, at:

- All driveways.
- All pedestrian entrance doors.
- The basement carpark entrance gate.
- High priority Common Property as approved by the Executive Committee.

##### Management of Recordings

Recordings made by the system will be:

- Used to resolve reports of incidents to the Owners Corporation.
- Stored for approximately 30 days and, if not required for a lawful purpose, then overwritten.
- Destroyed, in any case, when no longer required for the purpose for which they were made.

Recordings may be shown, and copies provided, to a third party such as:

- the Australian Federal Police, where unlawful activity is alleged.
- WorkSafe ACT, where occupational health and safety incidents are reported.
- Any other regulatory body for a lawful purpose e.g., Court order, ACT Civil and Administrative Tribunal (ACAT).

##### Privacy Considerations

Cameras will only be installed in the Common Area as users would expect that no activities of a private nature would be taking place there. So, it is permissible to record activity in the Common Area where necessary.

Cameras will be positioned and configured electronically with 'Privacy Zones' to avoid recording inside units, their courtyards, their balconies, or any other private areas.



Appropriate signage will be installed in the Common Property areas covered by the system which will be clearly visible to users thus negating the need for specific consent to the recording of their activities there.

#### Security of the System

The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.

To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.

#### Complaints and Policy Access

Complaints about the operation of the system should be directed to the Strata Manager.

This policy document will be posted on the Strata Manager's website and available on request to the Strata Manager by unit owners, occupiers, or users of the Common Area.

If you see any suspicious activity, please contact the police.

If there is smoke in your apartment and a fire has not broken out (e.g., burnt toast), please open external doors leading to the balcony, not doors leading to your hallway.

### **5. PARKING**

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Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.

Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.

Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.

Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in any position where they may cause an obstruction to others.

Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.

Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.

### **6. LEASING OF COMMON PROPERTY CAR PARKS**

There are two common property car parks located in the basement as shown on the attached plan available for lease by owners. To request a Carpark Special Privilege, an owner must submit a request in writing to the Whittles as Managing Agent. Whittles will maintain a register of owners who have made such a request and the date the request is made. Where a Carpark Special Privilege becomes available, the Whittles will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-served basis.



## **7. CARPARK SPACES SPECIAL PRIVILEGES**

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### **7.1 Special Privilege**

- a. An owner being granted special privileges in relation to use of common property car space must comply with the conditions stipulated in relation to the privilege including but not limited to the payment of the supplementary levy. For the purposes of Section 112A(4) of the UTM Act, the specific period for the respective special privilege rights accord with compliance of the conditions attached to the rights.
- b. The Managing Agent (or the Executive Committee if there is no Managing Agent) will be responsible for maintaining a register of the Special Privilege Rights Table identifying all applicable owners.

### **7.2 Process for determining Carpark Special Privilege (and duration of privilege)**

- a. To request a Carpark Special Privilege, an owner must submit a request in writing to the Managing Agent. The Managing Agent will maintain a register of owners who have made such a request and the date the request is made.
- b. Where a Carpark Special Privilege becomes available, the Managing Agent will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-serve basis.
- c. A Carpark Special Privilege, so far as it relates to a unit, will in accordance with section 112A(4) of the UTM Act:
  - i. commence on the date that the Managing Agent advises the relevant Owner that it has a Carpark Special Privilege (unless otherwise stipulated or provided); and
  - ii. continue on a rolling basis until the earlier of:
    - A. the date the benefited owner no longer wishes to receive the special privilege;
    - B. the date the benefited owner sells their unit; and
    - C. the date of any breach notice issued by the Managing Agent to the benefited owner (in respect of a breach of any of the provisions in the Consolidated Rules).

### **7.3 Maintenance and Repair**

The owner benefiting from the Special Privilege is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property the subject of the special privilege.

Where the Owners Corporation has the maintenance and repair responsibility:

- 7.3.1 in accordance with its right to do so under section 30 and section 78(2)(b) of the UTM Act, the Owners Corporation may charge a fee to each Benefited unit owner who has the special privilege in the manner provided by this Rule;
- 7.3.2 each Benefited unit owner must pay that fee as an essential condition of having the special privilege right; and
- 7.3.3 the Owners Corporation must determine and recover the monies in the manner provided by section 29, section 78.2(b) and (3) and section 89(2) and (3) of the UTM Act.

Unless specified otherwise, the Owners Corporation is responsible for the maintenance and repair of Common Property the subject of the special privilege right.

### **7.4 Other Obligations**

A Benefited unit Owner must:



Mystere Apartments – Units Plan No. 3992  
Consolidated Rules  
May 2025

- 7.4.1 pay for the costs of the fob required to access the carpark and any replacement fob required;
- 7.4.2 follow all reasonable instructions regarding the operation of the Carpark;
- 7.4.3 not grease or repair any motor vehicle in the Carpark;
- 7.4.4 not place rubbish or litter in any part of the Carpark;
- 7.4.5 not obstruct the free passage of other motor vehicles entitled to use nearby Carparks or carriageways;
- 7.4.6 not do anything which might in any way endanger any person in the Carpark or any equipment, chattels or goods, whether the property of the user or not, which may be in the Carpark;
- 7.4.7 not do anything which causes a nuisance or annoyance to the other users of the nearby car parks, or the owner or occupier of a neighbouring premises;
- 7.4.8 accept all risk of use of the Carpark and responsibility for any damage or loss to any motor vehicle and or its contents which occurs while it is entering, leaving or being moved in or to or from the Carpark; and
- 7.4.9 comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

Except as permitted by this rule, nothing in this Section gives a Benefited unit owner the right to make alterations, additions or changes to Common Property.

## **8. DRIVEWAY SAFETY**

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In the interest of safety, a maximum speed limit of 10 km per hour has been set for the driveway areas. It is not safe to play, ride bicycles, skateboards or roller-blades on driveways and all resident are encouraged to be mindful that they are in a carpark.

## **9. GARBAGE BIN ROOMS**

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Household rubbish must be placed inside the bins provided and the lids closed after use to reduce unpleasant smells and the attraction of pests.

Please lock the garage doors to the bin rooms after use to avoid dumping by non-residents. A code opens the bin room locks.

Cardboard and glass etc, should be placed in the labelled recycling bins provided, but please remove plastic bags before placing materials into recycle bins. The recycling contractor will refuse to take rubbish away if incorrect materials are found in the bins.

All general garbage must be enclosed in an acceptable outer container, such as a garbage bin liner and be fastened securely.

Please do not dump furniture or electronics in the garbage rooms as they are provided for domestic garbage and recyclable materials only. All furniture and electronics need to be taken by residents to the Mitchell Tip, not left in the bin rooms. These items cause a fire risk and safety hazard to other residents.

## **10. APPEARANCE**

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Residents must maintain their units so that unit holders are not adversely affected in terms of hygiene, appearance, or value.



Mystere Apartments – Units Plan No. 3992  
 Consolidated Rules  
 May 2025

Clothes lines and laundry are permitted on balconies if they are lower than the handrail. The draping of items (for example: rugs, mats, sheets, blankets, clothing etc) over balcony railings, compromises the aesthetic appearance of the building.

All residents should assist in keeping Common Property (staircases, car spaces, driveways, lawns, landscaped gardens, etc) clean and free from litter. Cigarette butts should not be dropped on Common Property but disposed of in suitable containers.

#### **11. NOISE**

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Residents are reminded that they are living in medium density accommodation and that excessive noise late at night, such as loud music, TV, slamming doors etc, can disrupt the peace of neighbours.

At all times (especially between 11.00pm and 6.00am) residents should avoid causing any unreasonable noise which may disturb other residents.

#### **12. COMMON AREAS**

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Courtyard - if you are using the courtyard area, please keep it clean, tidy and be mindful of noise.

Pool/Gym area - please be mindful of safety in these areas. It is the resident's responsibility for own safety and the safety of visitors. All gym equipment is to be cleaned after use.

Pets are not to be in the pool at any time.

Lifts - lifts are to be always kept clean. All furniture should be covered when moving and lifts are used to avoid damage.

#### **13. SMOKING**

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We aim for a smoke free environment at Mystere. Smoking is not permitted in any of the common areas, including the lifts, foyer, hallways, all basement carpark.

Occupants must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

#### **14. PETS**

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Pets are not permitted unless notification has been provided to the Body Corporate in accordance with the alternate rules for Mystere. Residents with a pet must complete the Pet Notification Form (available from the Manager) and forward it to the Committee through Whittles. Pets should not roam on Common areas and must be kept within the unit entitlement area after dark.

Pet owners are responsible to clean up any area of the common property that is spoiled by the pet.

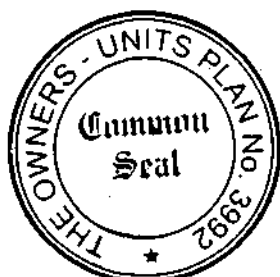
#### **Assistance Animals**

The Executive Committee may require a person who keeps an assistance animal to provide evidence that the animal is an assistance animal.

#### **15. UNIT ALTERATIONS**

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Structural alterations or erections at a unit require approval of the Executive Committee to ensure we maintain the integrity of the fire safety measures required under the Building Code of Australia.



## **16. COMMERCIAL SIGNAGE**

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Businesses are required to put their 'big' sign only above the actual business premises. A dedicated space will be provided at the parking entrance on Bindubi Street and a 'small' signage template will be developed. Business will need to pay for their individual signs.

Relevant owners must immediately remove all existing non-compliant signage and make good the area to its original condition.

Businesses need to get Executive Committee approval prior to any future signage being installed.

## **17. GENERAL**

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Residents are responsible for any damage done on the premises by themselves or their invited guests/contractors/other invited persons and for any annoyance caused by them.

Any queries arising from the Guidelines should be addressed to the Body Corporate Manager:

**Whittles Canberra**  
PO Box 3208  
WESTON ACT 2611

Email [info.canberra@whittles.com.au](mailto:info.canberra@whittles.com.au)  
Ph 02 5131 2600

All owners are encouraged to attend the Annual General Meeting each year to discuss issues that concern them.





Access Canberra

Chief M SR\$3390048 18/06/2025 10:04:45 Sui H

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BY OWNERS CORPORATION

3390048

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Whittles Canberra	<a href="mailto:info.canberra@whittles.com.au">info.canberra@whittles.com.au</a>	02 5131 2600

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2128 :6D	MACQUARIE	48	15	3992

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

Article 13- Amendment to House Rule – CCTV

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 checked="" type="checkbox"/> Other (specify) Management Agreement	The common seal of the Owners Units Plan: 3992 ABN: 75517376219 was affixed in the presence of an authorised person.



**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:

*Jacqueline Gay Cavanagh*  
Branch Manager

*B. Carter*  
Bethany Grace Carter  
Witness

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	27/06/2025

VOI Sighted X... (Filed)

Change of Name by \_\_\_\_\_

Authority to Deal *Minutes + Namecard*

ASIC *Yes*

Category *1*

Signed by *HBL*

Date *18 JUN 2025*





**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2128:60	MACQUARIE	48	15	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolution	29

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners-Units Plan No. 3992

The Owners of the Units Plan No 3992 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 28<sup>th</sup> of April 2025 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

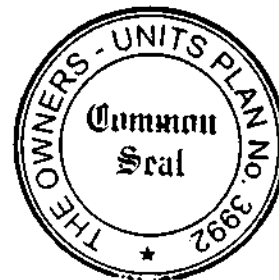
**Article 13 – Amendment to House Rule – CCTV**

That the Owners Corporation resolves to update the House Rule for CCTV ("Security of the System" section), in accordance with Section 108 of the Unit Titles Management) Act 2011, to include the following provisions:

The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.

To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.

**Carried by Special Resolution (no dissent noted)**



# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 28 April 2025

*Tick applicable box, or both boxes if applicable:*

Regularly Convened       Convened After Adjournment

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).      The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced Quorum Decisions

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

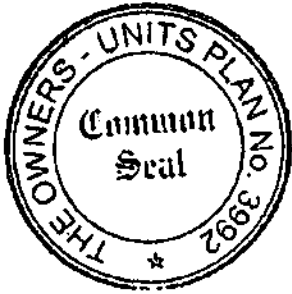
Date of Decision	Full Text of Reduced Quorum Decision
28 April 2025	See attached Minutes

**A4** Owners Corporation Declaration

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

Tegan Rapson  
Strata Manager

7 May 2025



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** General Information

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see B4) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

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

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

The petition must-

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

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

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

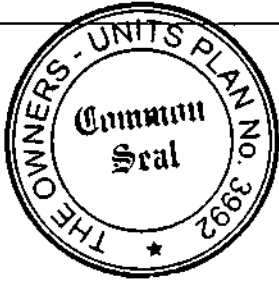
**B5** *How may reduced quorum decisions be revoked?*

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



# Minutes of the Annual General Meeting

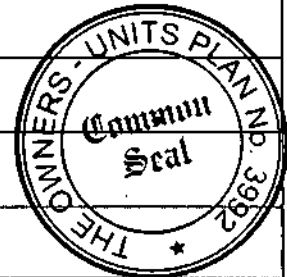
Owners Corporation for UNITS PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Monday, 28 April 2025		
<b>Meeting Location</b>	Via Microsoft Teams & Deakin Boardroom, Unit 43, 2 King Street, Deakin		
<b>Time</b>	05:00 PM	Opened: 05:06 PM	Closed: 07:15 PM
<b>Lots Represented in Person</b>	0012 P Taylor 0022 K Waddell 0061 F DeMarco & J DeMarco 0068 P Taylor	Tolomeran Pty Ltd  Tolomeran Pty Ltd	
<b>Lots Represented via MS Teams</b>	0002 D Kaur 0003 R Kadi 0006 M Pantia 0007 S Ong 0018 V Dolar 0019 M Power 0029 K Midgley 0030 J Connah 0034 H English 0038 R Kadi 0058 K Jacobsen 0060 S Banning	Trustee for Sawinder Kaur Family Trust	
<b>Lots Represented via Proxy</b>	0051 B Medway & N Medway	Proxy Name: R Kadi	
<b>Absentee Voters</b>	0004 A Cameron 0025 A Cook 0039 V Kavuri 0044 T O'Connor 0046 H Berjaoui 0049 C Tomkins 0052 J Pearce 0065 R Blemings & C Holton		
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson	Whittles Canberra Pty Ltd	
<b>Apologies</b>	Nil		

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

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 19/3/24 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 21	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/24 to 31/1/25 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 0	Inv: 0

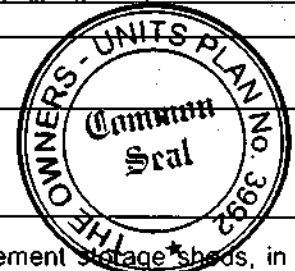


<b>Item 4</b>	
<b>Management Agreement</b>	
<p>The current Agreement in place expires 18/3/27.</p> <p>A copy of the Agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> via the Owners Portal.</p>	

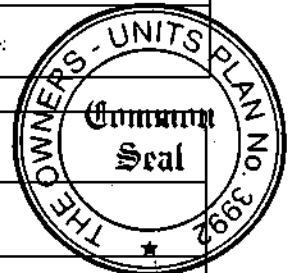
<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation was marketed by MGA Insurance Brokers prior to renewal. That the building sum insured was increased by 5% upon renewal.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 6</b>				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 7 - Amended</b>	
<b>Amendment to House Rule – Basement Storage Sheds</b>	<b>Special Resolution</b>
<p>That the Owners Corporation resolves to update the House Rule for basement storage sheds, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:</p> <p><i>Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.</i></p> <p><i>Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.</i></p> <p><i>Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.</i></p> <p><i>The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.</i></p> <p><i>This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The</i></p>	



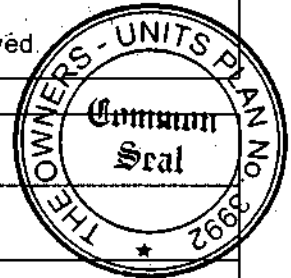
<b>Motion 7 - Continued</b>				
<i>Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 16	No: 0	Abs: 8	Inv: 0
<b>Notes</b>				
Minor changes were made to the proposed House Rule and subsequently approved.				



<b>Motion 8</b>				
<b>Amendment to House Rule – CCTV</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for CCTV ("Security of the System" section), in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<p><i>The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.</i></p> <p><i>To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.</i></p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 9</b>				
<b>Amendment to House Rule – Parking</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for parking, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<p><i>Numbered carpark provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.</i></p> <p><i>Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.</i></p> <p><i>Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.</i></p> <p><i>Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in</i></p>				

<b>Motion 9 - Continued</b>				
<p><i>any position where they may cause an obstruction to others.</i></p> <p><i>Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.</i></p> <p><i>Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.</i></p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 1	Abs: 0	Inv: 0
<b>Notes</b>				
<p>Owners discussed the issue of non-compliant disabled parking spaces and agreed to have the EC review and rectify the line markings on the ground floor basement only. Action regarding the lower ground floor disabled parking spaces was deferred to the next EC Meeting.</p> <p>The need for a separate rule regarding electric vehicle (EV) charging, particularly in the basement, was also discussed. It was agreed that the EC would develop a specific rule for EV charging.</p> <p>Minor changes were made to the proposed House Rule and subsequently approved.</p>				



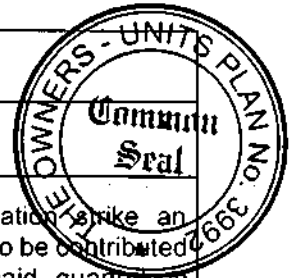
<b>Motion 10</b>				
<b>Sinking Fund Forecast Review</b>		<b>Ordinary Resolution</b>		
<p>That the Owners Corporation reviews Sinking Fund Forecast and is satisfied that the forecast expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2030. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution at a general meeting.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0
<b>Notes</b>				
<p>The Committee approved the exterior painting of the entire building. Further discussion will be held to obtain updated quotes and consider including the entry areas in the scope of works.</p>				

<b>Motion 11</b>				
<b>Maintenance Plan Review</b>		<b>Ordinary Resolution</b>		
<p>That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 12 - Amended</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$290,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 1	Inv: 0

<b>Motion 13 - Amended</b>				
<b>Sinking Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$274,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 8	Inv: 0

<b>Motion 14</b>				
<b>Administration Fund Levy</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$260,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 22	No: 1	Abs: 1	Inv: 0



<b>Motion 15</b>				
<b>Sinking Fund Levy</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$121,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 16</b>				
<b>Special Levy - Sinking Fund</b>		<b>Special Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund special levy of \$136,363.64 (excl. GST) for the purpose of funding the podium rectification. This levy is to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	

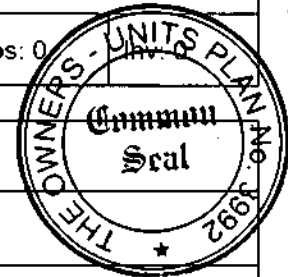
<b>Motion 17</b>				
<b>Financial Audit</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, a financial audit be completed at the end of the financial year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 18</b>				
<b>Debt Recovery</b>		<b>Ordinary Resolution</b>		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 19</b>				
<b>Determination of Committee Size</b>		<b>Special Resolution</b>		
That in accordance with the <i>Unit Titles (Management) Act 2011</i> , the Executive Committee for the upcoming year consist of a maximum of nine members.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 0	Inv: 0



**Item 20**

**Election of Committee**

S Banning, J Connah, R Kadi, B Medway, K Midgley, M Pantia, M Power, P Taylor, and K Waddell have been elected to the Executive Committee.

**Item 21**

**General Business**

**Building Manager** P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.

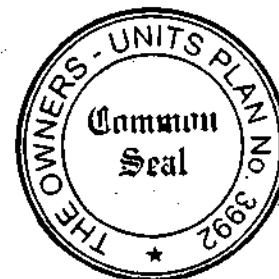
**Shopping Trolleys** Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.

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

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

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

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



## STRATA MANAGEMENT AGREEMENT

<b>THE OWNERS – UNITS PLAN 3992</b> ABN 75 517 376 219		<b>Owners Corporation Mystere</b> Address: 117 Redfern St, Macquarie	
<b>NAME OF AGENT:</b> Whittles Canberra Pty Ltd (trading as Whittles)			
<b>ABN:</b> 39634756031 <b>Address:</b> Unit 43 / 2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
<b>Commencement Date</b>		19th March 2024	
<b>Initial Term</b>		36 months	
<b>Management Fee</b>		\$29,183.00	Ex GST
<b>Agreed Services</b>		Services set out in Attachment A to this Agreement.	
<b>Additional Services</b>		Services set out in Schedule B to this Agreement.	
<b>Additional Services Fees</b>		Services set out in Schedule C to this Agreement.	
<b>Units Plan</b>		3992	
<b>Payment Method</b>		Monthly in advance.	
<b>Annual Fee Review at Annual General Meeting</b>		By negotiation	
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
<b>Signature</b> 		<b>Signature</b>	
<b>Name</b>		<b>Name</b>	
<b>Position</b> <i>Chairperson</i>		<b>Position</b>	
<b>Agent</b>			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
<b>Signature of a Manager</b>		<b>Signature Name</b>	
			

## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,  
provided however:
  - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
  - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

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

## 2 WARRANTIES AND ACKNOWLEDGEMENT

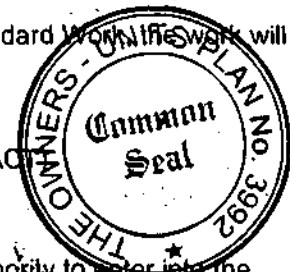
- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003 (ACT)* and the licence will be maintained while the Agreement is in force.

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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



## 5 DUTIES OF THE AGENT

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

## 6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

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

## 7 THIRD PARTY CONTRACTORS

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

## 8 PAYMENT OF FEES

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



## 9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

## 10 DISCLOSURE

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

## 11 LIMITATION AND INDEMNITY

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

except where the loss or damage was directly caused solely by the negligence or willful breach of this Agreement by the Agent.



## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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

#### 14 GST

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

#### 15 NOTICES

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

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

#### 17 SERVICE CONTRACTORS

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



## SCHEDULE A – AGREED SERVICES

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

### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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



### MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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

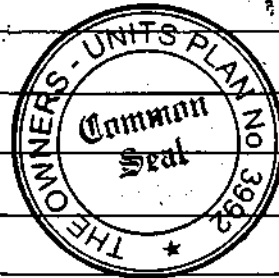
## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT - A

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

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



Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

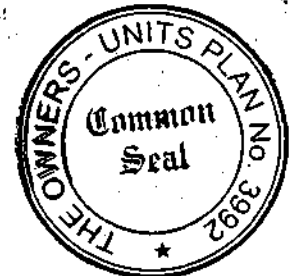
- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

### **UNIT TITLE CERTIFICATES**

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

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.



- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

### SCHEDULE C – ADDITIONAL SERVICES RATES

#### Additional Service Rates - Professional & Administration Fees\*



No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Public Officer Compliance	\$165.00	GST Registered groups only
16.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 <sup>st</sup> Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the owner's unit plan no: ==

Date:==

## SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



# Mystere Apartments

## THE OWNERS & RESIDENTS OF UNITS PLAN NO. 3992

### CONSOLIDATED RULES

May 2025

As agreed at the AGM held 19<sup>th</sup> March 2024, the Default Rules in the Unit Titles (Management) Regulation 2011 are revoked. The following Rules are substituted.

The Body Corporate Manager collects Body Corporate levies on behalf of the Owners Corporation (the owners). All costs related to the Mystere complex are paid for directly by unit owners. These costs are affected by the activities and behaviour of all resident's activities.

These guidelines are provided to owners and residents by the Mystere Executive Committee to assist in providing a respectful, courteous, and safe shared existence for all parties. Your cooperation and assistance in the application of these guidelines is appreciated.

#### 1. BASEMENT STORAGE SHEDS

Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.

Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.

Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner's car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.

The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.

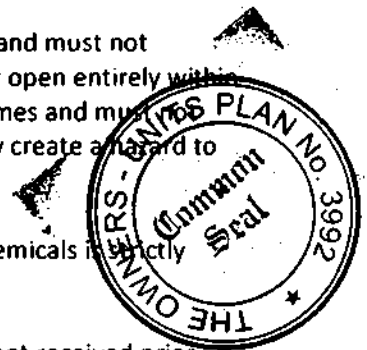
This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.

#### 2. HARD FLOORING

Hard flooring options may be considered by the Executive Committee upon application. Approvals may be subject to the installation of high-quality underlay with its performance rating exceeding the current BCA standard along with a written statement from the installer confirming the flooring will meet/exceed Australian Standards when installed.

#### 3. SECURITY

All steps should be taken to ensure the security integrity of the complex for the safety of the families and individuals who reside in the complex. Please make all efforts to maintain the security



of the basement where personal effects are stored. Do not leave common doors jammed open at any time and ensure all access doors are closed behind you, including fire doors.

#### 4. CCTV

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##### Preamble

Due to its location in the Macquarie group centre, a CCTV system will provide Mystere with a deterrent to, as well as visual recording of, unwanted or unlawful activity.

The Owners Corporation respects people's privacy. So, it will ensure that the operation of the CCTV system complies with the Human Rights Act 2004, the Information Privacy Act 2014, the Workplace Privacy Act 2011, the Territory Records Act 2002 and the Surveillance Devices Act 2007. An opinion on the legality of using CCTV cameras and the need for a CCTV policy can be found at: [ACT: CCTV Cameras and Privacy in Strata \(lookupstrata.com.au\)](http://ACT: CCTV Cameras and Privacy in Strata (lookupstrata.com.au))

##### Purpose of the Policy and System

This policy details the procedures and protocols that the Owners Corporation expects the Strata Manager and Executive Committee will follow to ensure the system is managed appropriately and any recordings are not misused.

The purpose of the system is not to record the legitimate activity of anyone in the Common Area but only unwanted or unlawful activity.

##### Scope of the System

The system will provide video recording, where deemed necessary by the Executive Committee, at:

- All driveways.
- All pedestrian entrance doors.
- The basement carpark entrance gate.
- High priority Common Property as approved by the Executive Committee

##### Management of Recordings

Recordings made by the system will be:

- Used to resolve reports of incidents to the Owners Corporation.
- Stored for approximately 30 days and, if not required for a lawful purpose, then overwritten.
- Destroyed, in any case, when no longer required for the purpose for which they were made.

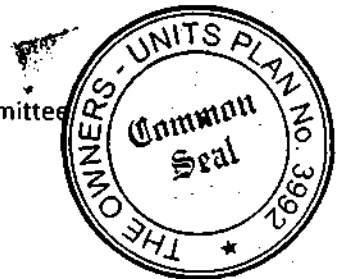
Recordings may be shown, and copies provided, to a third party such as:

- the Australian Federal Police, where unlawful activity is alleged.
- WorkSafe ACT, where occupational health and safety incidents are reported.
- Any other regulatory body for a lawful purpose e.g., Court order, ACT Civil and Administrative Tribunal (ACAT).

##### Privacy Considerations

Cameras will only be installed in the Common Area as users would expect that no activities of a private nature would be taking place there. So, it is permissible to record activity in the Common Area where necessary.

Cameras will be positioned and configured electronically with 'Privacy Zones' to avoid recording inside units, their courtyards, their balconies, or any other private areas.



Appropriate signage will be installed in the Common Property areas covered by the system which will be clearly visible to users thus negating the need for specific consent to the recording of their activities there.

#### Security of the System

The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.

To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.

#### Complaints and Policy Access

Complaints about the operation of the system should be directed to the Strata Manager.

This policy document will be posted on the Strata Manager's website and available on request to the Strata Manager by unit owners, occupiers, or users of the Common Area.

If you see any suspicious activity, please contact the police.

If there is smoke in your apartment and a fire has not broken out (e.g., burnt toast), please open external doors leading to the balcony, not doors leading to your hallway.

#### **5. PARKING**

Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.

Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.

Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.

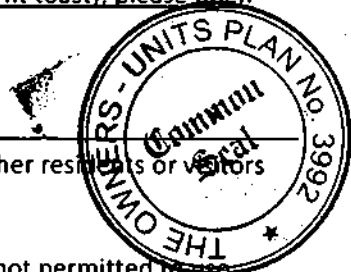
Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in any position where they may cause an obstruction to others.

Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.

Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.

#### **6. LEASING OF COMMON PROPERTY CAR PARKS**

There are two common property car parks located in the basement as shown on the attached plan available for lease by owners. To request a Carpark Special Privilege, an owner must submit a request in writing to the Whittles as Managing Agent. Whittles will maintain a register of owners who have made such a request and the date the request is made. Where a Carpark Special Privilege becomes available, the Whittles will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-served basis.



## **7. CARPARK SPACES SPECIAL PRIVILEGES**

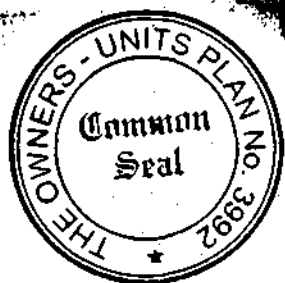
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### **7.1 Special Privilege**

- a. An owner being granted special privileges in relation to use of common property car space must comply with the conditions stipulated in relation to the privilege including but not limited to the payment of the supplementary levy. For the purposes of Section 112A(4) of the UTM Act, the specific period for the respective special privilege rights accord with compliance of the conditions attached to the rights.
- b. The Managing Agent (or the Executive Committee if there is no Managing Agent) will be responsible for maintaining a register of the Special Privilege Rights Table identifying all applicable owners.

### **7.2 Process for determining Carpark Special Privilege (and duration of privilege)**

- a. To request a Carpark Special Privilege, an owner must submit a request in writing to the Managing Agent. The Managing Agent will maintain a register of owners who have made such a request and the date the request is made.
- b. Where a Carpark Special Privilege becomes available, the Managing Agent will grant the Carpark Special Privilege to owners who have made a request on a first-come, first-serve basis.
- c. A Carpark Special Privilege, so far as it relates to a unit, will in accordance with section 112A(4) of the UTM Act:
  - i. commence on the date that the Managing Agent advises the relevant Owner that it has a Carpark Special Privilege (unless otherwise stipulated or provided); and
  - ii. continue on a rolling basis until the earlier of:
    - A. the date the benefited owner no longer wishes to receive the special privilege;
    - B. the date the benefited owner sells their unit; and
    - C. the date of any breach notice issued by the Managing Agent to the benefited owner (in respect of a breach of any of the provisions in the Consolidated Rules).



### **7.3 Maintenance and Repair**

The owner benefiting from the Special Privilege is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property the subject of the special privilege.

Where the Owners Corporation has the maintenance and repair responsibility:

- 7.3.1 in accordance with its right to do so under section 30 and section 78(2)(b) of the UTM Act, the Owners Corporation may charge a fee to each Benefited unit owner who has the special privilege in the manner provided by this Rule;
- 7.3.2 each Benefited unit owner must pay that fee as an essential condition of having the special privilege right; and
- 7.3.3 the Owners Corporation must determine and recover the monies in the manner provided by section 29, section 78.2(b) and (3) and section 89(2) and (3) of the UTM Act.

Unless specified otherwise, the Owners Corporation is responsible for the maintenance and repair of Common Property the subject of the special privilege right.

### **7.4 Other Obligations**

A Benefited unit Owner must:

- 7.4.1 pay for the costs of the fob required to access the carpark and any replacement fob required;
- 7.4.2 follow all reasonable instructions regarding the operation of the Carpark;
- 7.4.3 not grease or repair any motor vehicle in the Carpark;
- 7.4.4 not place rubbish or litter in any part of the Carpark;
- 7.4.5 not obstruct the free passage of other motor vehicles entitled to use nearby Carparks or carriageways;
- 7.4.6 not do anything which might in any way endanger any person in the Carpark or any equipment, chattels or goods, whether the property of the user or not, which may be in the Carpark;
- 7.4.7 not do anything which causes a nuisance or annoyance to the other users of the nearby car parks, or the owner or occupier of a neighbouring premises;
- 7.4.8 accept all risk of use of the Carpark and responsibility for any damage or loss to any motor vehicle and or its contents which occurs while it is entering, leaving or being moved in or to or from the Carpark; and
- 7.4.9 comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

Except as permitted by this rule, nothing in this Section gives a Benefited unit owner the right to make alterations, additions or changes to Common Property.

#### **8. DRIVEWAY SAFETY**

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In the interest of safety, a maximum speed limit of 10 km per hour has been set for the driveway areas. It is not safe to play, ride bicycles, skateboards or roller-blades on driveways and all resident are encouraged to be mindful that they are in a carpark.

#### **9. GARBAGE BIN ROOMS**

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Household rubbish must be placed inside the bins provided and the lids closed after use to reduce unpleasant smells and the attraction of pests.

Please lock the garage doors to the bin rooms after use to avoid dumping by non-residents. A code opens the bin room locks.

Cardboard and glass etc, should be placed in the labelled recycling bins provided, but please remove plastic bags before placing materials into recycle bins. The recycling contractor will refuse to take rubbish away if incorrect materials are found in the bins.

All general garbage must be enclosed in an acceptable outer container, such as a garbage bin liner and be fastened securely.

Please do not dump furniture or electronics in the garbage rooms as they are provided for domestic garbage and recyclable materials only. All furniture and electronics need to be taken by residents to the Mitchell Tip, not left in the bin rooms. These items cause a fire risk and safety hazard to other residents.

#### **10. APPEARANCE**

---

Residents must maintain their units so that unit holders are not adversely affected in terms of hygiene, appearance, or value.



Clothes lines and laundry are permitted on balconies if they are lower than the handrail. The draping of items (for example: rugs, mats, sheets, blankets, clothing etc) over balcony railings, compromises the aesthetic appearance of the building.

All residents should assist in keeping Common Property (staircases, car spaces, driveways, lawns, landscaped gardens, etc) clean and free from litter. Cigarette butts should not be dropped on Common Property but disposed of in suitable containers.

### **11. NOISE**

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Residents are reminded that they are living in medium density accommodation and that excessive noise late at night, such as loud music, TV, slamming doors etc, can disrupt the peace of neighbours.

At all times (especially between 11.00pm and 6.00am) residents should avoid causing any unreasonable noise which may disturb other residents.

### **12. COMMON AREAS**

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Courtyard - if you are using the courtyard area, please keep it clean, tidy and be mindful of noise.

Pool/Gym area - please be mindful of safety in these areas. It is the resident's responsibility for own safety and the safety of visitors. All gym equipment is to be cleaned after use.

Pets are not to be in the pool at any time.

Lifts - lifts are to be always kept clean. All furniture should be covered when moving and lifts are used to avoid damage.

### **13. SMOKING**

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We aim for a smoke free environment at Mystere. Smoking is not permitted in any of the common areas, including the lifts, foyer, hallways, all basement carpark.

Occupants must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

### **14. PETS**

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Pets are not permitted unless notification has been provided to the Body Corporate in accordance with the alternate rules for Mystere. Residents with a pet must complete the Pet Notification Form (available from the Manager) and forward it to the Committee through Whittles. Pets should not roam on Common areas and must be kept within the unit entitlement area after dark.

Pet owners are responsible to clean up any area of the common property that is spoiled by the pet.

#### Assistance Animals

The Executive Committee may require a person who keeps an assistance animal to provide evidence that the animal is an assistance animal.

### **15. UNIT ALTERATIONS**

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Structural alterations or erections at a unit require approval of the Executive Committee to ensure we maintain the integrity of the fire safety measures required under the Building Code of Australia.



## **16. COMMERCIAL SIGNAGE**

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Businesses are required to put their 'big' sign only above the actual business premises. A dedicated space will be provided at the parking entrance on Bindubi Street and a 'small' signage template will be developed. Business will need to pay for their individual signs.

Relevant owners must immediately remove all existing non-compliant signage and make good the area to its original condition.

Businesses need to get Executive Committee approval prior to any future signage being installed.

## **17. GENERAL**

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Residents are responsible for any damage done on the premises by themselves or their invited guests/contractors/other invited persons and for any annoyance caused by them.

Any queries arising from the Guidelines should be addressed to the Body Corporate Manager:

**Whittles Canberra**  
PO Box 3208  
WESTON ACT 2611

Email [info.canberra@whittles.com.au](mailto:info.canberra@whittles.com.au)  
Ph 02 5131 2600

All owners are encouraged to attend the Annual General Meeting each year to discuss issues that concern them.





## 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>5</b>	<b>Block</b>	<b>15</b>	<b>Section</b>	<b>48</b>	<b>Suburb</b>	<b>MACQUARIE</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.

- |  | <b>No</b> | <b>Yes</b>       |
|--|-----------|------------------|
| 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: 73823  |           | Dated: 10-FEB-14 |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |           | (see report)     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?                                  |           | (see report)     |
| 6. If an application has been determined, is the land subject to 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 : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 260471 - 190714853

Date: 02-APR-26 10:53:23



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

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02-APR-2026 10:53

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

Page 1 of 5

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**INFORMATION ABOUT THE PROPERTY**

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**MACQUARIE Section 48/Block 15/Unit 5**

**Building Class: A**

**Area(m2):** 3,410.7  
**Unimproved Value:** \$2,772,000      **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.



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02-APR-2026 10:53

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

Page 2 of 5

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201017507      **Lodged** 06-MAY-10      **Type** See Subclass

**-- Application Details -----**

**Description**

Mixed Use - Demolition - New Building - Lease Variation. Demolition of existing structures and construction of four storey mixed use building comprising of 68 residential units and 4 non residential units with basement car parking. Consolidate blocks 9 & 10 Section 48 Macquarie and vary the purpose clause to read: to use units 1 to 78 for one or more of the following purposes: i) non retail commercial use; ii) residential use limited to multi unit housing; iii) community use limited to health facility; iv) restaurant v) indoor recreation facility; and IN ADDITION units 69 to 78 may also be use for shop.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	48	9-9	
Belconnen	Macquarie	48	10-10	
Belconnen	Macquarie	48	15-15	

**-- Involved Parties -----**

Role	Name
Lessee	Roads Act
Lessee	Tolomeran P/L
Applicant	Marawa Pty Ltd
Representor	Vijay Gakhar
Representor	Kelkiah Body Corporate - Lorra

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional



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02-APR-2026 10:53

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

Page 3 of 5

**Application** DA200915206      **Lodged** 10-NOV-09      **Type** See Subclass

**-- Application Details -----**

**Description**

NONR-INDUSTRIAL-JAMISION SERVICE STATION: Proposed removal of the existing underground petrol tanks from the previous service station, comprising of one 54kl, two 18kl and one 9.5 kl tanks; associated site works included.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	48	9-9	
Belconnen	Macquarie	48	15-15	

**-- Involved Parties -----**

Role	Name
Lessee	Tolomeron Pty Ltd
Applicant	Tolomeron Pty Ltd

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA200801524      **Lodged** 28-MAR-08      **Type** Non-residential

**-- Application Details -----**

**Description**

NONR-COMMERCIAL-ALTERATION-GAS VESSEL. Removal of a 43kl underground LP Gas vessel on the corner of Bindubi and Redfern Street.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	48	9-9	
Belconnen	Macquarie	48	15-15	

**-- Involved Parties -----**

Role	Name
Applicant	Hazkem Pty Ltd
Lessee	Tolomeron Pty Ltd

**-- Activities -----**

Activity Name	Status
Da - No Notification	Approved



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

02-APR-2026 10:53

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

Page 4 of 5

**Application** DA200308720      **Lodged** 16-SEP-03      **Type** Sign

**-- Application Details -----**

**Description**

Alterations to signage at the Caltex Service Station

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Belconnen	Macquarie	48	9-9	
Belconnen	Macquarie	48	15-15	

**-- Involved Parties -----**

Role	Name
Applicant	Caltex Australia Petroleum Pty
Lessee	Caltex Australia Petroleum Pty

**-- Activities -----**

Activity Name	Status
Da - No Notification	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>

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

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

Information is recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.



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

02-APR-2026 10:53

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

Page 5 of 5

**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 -----

The logo for Whittles, featuring the word "Whittles" in a white, bold, sans-serif font inside a dark blue parallelogram shape.

Better communities.  
The Whittles way.

Unit 43, 2 King Street  
Deakin ACT 2600

02 5131 2600  
whittles.com.au

Whittles Canberra Pty Ltd  
ABN 39 634 756 031

12/05/26

INFO TRACK  
L 8 / 135 KING STREET  
SYDNEY, NSW, 2000

Dear Sir/Madam

**RE:** Units Plan 3992  
MYSTERE, 117 REDFERN STREET, MACQUARIE  
Lot: 00005  
OWNER: Therese Huyen-Lynh Huang

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

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

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

Yours faithfully

A handwritten signature in black ink that reads "Giorgia Fiorenza Julian". The signature is written in a cursive, flowing style.

Giorgia Fiorenza Julian  
Strata Manager  
Whittles Canberra

*Unit Titles (Management) Certificate Determination 2012*

**SECTION 119 CERTIFICATE**

*Unit Titles (Management) Act 2011*

Date of Certificate	07/05/2026
Units Plan in respect of which certificate issue:	0000003992
Unit in respect of which certificate issued:	Lot:00005
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Info Track L 8 / 135 KING STREET, SYDNEY
If authorised person, authorised by: (owner)	Therese Huyen-Lynh Huang

The Owners Corporation of Units Plan 3992 certifies the following with respect to the unit the subject of this Certificate:

**1. Executive Committee**

The Executive Committee's name and addresses are:

Member	K MIDGLEY 29 MYSTERE 117 REDFERN STREET MACQUARIE ACT 2614
Member	A CONNAH 30 MYSTERE 119 REDFERN STREET MACQUARIE ACT 2614
Member	R EL KADI KADI 38 MYSTERE 119 REDFERN STREET MACQUARIE ACT 2614
Member	S BANNING 60 MYSTERE 20 BINDUBI STREET MACQUARIE ACT 2614
Chairperson	TOLOMERAN PTY LTD 10 MAYFIELD HILL BONYTHON ACT 2905

**2. Managing Agent (if any)**

Name of Managing Agent (if any) appointed:	Whittles PO Box 3208 Weston ACT 2611
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**3. Books and Records**

The Owners Corporation's books, records and corporate register can be inspected at:	Unit 43, 2nd Floor, 2 King Street
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**4. Insurance**

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

**5. Reports & Contracts**

- 5.1 Copy attached of current Sinking Fund Forecast Yes
- 5.2 Current Service Contracts Whittles Canberra Expiry 19/03/27 Yes

**6. Contributions**

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

Total Annual Contributions	\$3,604.00	Number of instalments/year	4	Period 01/05/26 - 30/04/27
----------------------------	------------	----------------------------	---	----------------------------

Administration Fund	Amount	Due Date	Date Paid
01/05/26 to 31/07/26	\$901.00	15/05/26	20/04/26
01/07/26 to 30/09/26	\$901.00	15/08/25	-
01/10/26 to 31/12/26	\$901.00	15/11/25	-
01/01/27 to 31/03/27	\$901.00	15/02/26	-

Amount (if any) outstanding: \$387.00CR

Amount (if any) in credit: \$387.00CR

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

Total Annual Contributions	\$1,676.00	Number of instalments/year	4	Period 01/05/26 - 30/04/27
----------------------------	------------	----------------------------	---	----------------------------

Sinking Fund	Amount	Due Date	Date Paid
01/05/26 to 31/07/26	\$419.00	15/05/26	20/04/26
01/07/26 to 30/09/26	\$419.00	15/08/25	-
01/10/26 to 31/12/26	\$419.00	15/11/25	-
01/01/27 to 31/03/27	\$419.00	15/02/26	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

**7. Balance of funds for the owners corporation**

Administrative Fund

\$56,034.26DR

Sinking Fund

\$1,274,770.55CR

**Special Notes**

Information to all Lots: - Please see attached the Swimming pool disclosure statement.

Has the Corporation borrowed money (details if applicable)? No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning and Land Authority for an extension of the Crown Lease? No

Expiry 13/11/2079

**The common seal of the Owners**

Units Plan 3992

Was hereunto affixed on 07/05/2026

in the presence of Whittles Canberra

A handwritten signature in black ink, reading "G. Fiorenza Julian". The signature is written in a cursive, flowing style.

Giorgia Fiorenza Julian

Strata Manager

**PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED**

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

**SETTLEMENT DATE:** \_\_\_/\_\_\_/\_\_\_

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

Purchaser 1:

Purchaser 2:

\_\_\_\_\_

First & Second Names

\_\_\_\_\_

First & Second Names

\_\_\_\_\_

Surname

\_\_\_\_\_

Surname

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

**TELEPHONE NUMBERS:**

HOME: \_\_\_\_\_ WORK: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNTS TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solicitor/Agent:

Info Track

L 8 / 135 KING STREET, SYDNEY

Units Plan 3992

MYSTERE, 117 REDFERN STREET, MACQUARIE

Lot: 00005

OWNER: Therese Huyen-Lynh Huang

# TAX INVOICE

07/05/2026

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

Info Track  
L 8 / 135 KING STREET  
SYDNEY NSW 2000

**DESCRIPTION:**

Searching and completing document for provisions of Section 119 of the *Units Plan (Management) Act 2011*, Lot : 00005 at MYSTERE, 117 REDFERN STREET, MACQUARIE

Units Plan 3992

<b>FEE:</b>	As prescribed	\$310.90	PAID
	Plus 10% GST	\$31.09	PAID
<b>TOTAL:</b>		\$342.00	PAID

**OWNER:** Therese Huyen-Lynh Huang

**EFT Payment:**

Whittles Canberra  
BSB - 185 300  
A/C - 304517394  
EFT Reference: Lot 5 Plan 3992  
Email remittance to: info.canberra@whittles.com.au

With Compliments

# Unit Titles (Management) Act 2011- Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

**Part A** Details of reduced quorum decisions

**A1** The Owners-Units Plan No 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 26/03/2026

*Tick applicable box, or both boxes if applicable:*

Regularly Convened  Convened after

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3). **adjournment** The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
26/03/2026	See attached Minutes

**A4** Owners corporation declaration

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

Date: 26/03/2026  
\_\_\_\_\_



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** **General Information**

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

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

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

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

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

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

# Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992

<b>Meeting Date</b>	Thursday, 26 March 2026		
<b>Meeting Location</b>	Via Microsoft Teams.		
<b>Time</b>	05:00 PM	Opened: 05:00 PM	Closed: 06:30 PM
<b>Lots Represented</b>	00003	R Kadi	Owner present
	00012	Tolomeran Pty Ltd	Owner present
	00019	M Power	Owner present
	00025	A Cook	Owner present
	00029	K Midgley	Owner present
	00030	A Connah & J Connah	Owner present
	00036	V Muthukumara (non-financial)	Owner present
	00038	R El Kadi Kadi	Owner present
	00044	T O'Connor	Owner present
	00045	X Antony & H Rayan	Owner present
	00058	K Jacobsen	Owner present
	00060	S Banning	Owner present
	00068	Tolomeran Pty Ltd	Owner present
	00073	Anderson Wilcox Pty Ltd	Owner present
<b>By Proxy</b>	00007	S Ong	Electronic vote
	00008	V McGuren	Electronic vote
	00023	H Audsley	Electronic vote
	00046	H Berjaoui (non-financial)	Electronic vote
	00052	J Pearce	Electronic vote
	00057	A Arentz	Electronic vote
	00065	D Brauner	Electronic vote
	00066	T Gillespie	Electronic vote
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		

## Item 1

### Declaration of Interest

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

Motion 2				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 28/4/25 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 19	No: 0	Abs: 1	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 3				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/25 to 31/1/26 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 20	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Item 4		
<b>Management Agreement</b>		
The current agreement in place expires 19/3/27.		
A copy of the agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> through your owner portal.		

Motion 5				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy, with the sum insured to be increased by 5%.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 19	No: 0	Abs: 1	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 6				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 20	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 7				
<b>Sinking Fund Forecast</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, a 10 year Sinking Fund Forecast is prepared by QIA.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 19	No: 1	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

<b>Motion 8</b>				
<b>Maintenance Schedule/Plan</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
<b>Motion DEFFERED.</b>				
<b>VOTES</b>	Yes: 0	No: 0	Abs: 20	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

<b>Motion 9</b>				
<b>Administration Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$278,500.00 ex GST be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 20	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

<b>Motion 10</b>				
<b>Sinking Fund Expenditure Budget</b>	<b>Ordinary Resolution</b>			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$1,531,000.00 ex GST be accepted.				
<b>Motion CARRIED.</b>				

<b>VOTES</b>	Yes: 19	No: 1	Abs: 0	Inv: 2
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**Invalid Vote Reasons**

2 invalid vote(s) - 2x Non-financial

**Motion 11**

**Administration Fund Levy**

**Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$273,000.00 ex GST for the period 1/5/26 to 30/4/27 to be contributed by members in accordance with their Unit Entitlements.

Levies are to be paid quarterly in advance. This is an increase from the previous levies.

Levy due dates are 15/05, 15/08, 15/11 & 15/02/27.

**Motion CARRIED.**

<b>VOTES</b>	Yes: 19	No: 1	Abs: 0	Inv: 2
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**Invalid Vote Reasons**

2 invalid vote(s) - 2x Non-financial

**Motion 12**

**Sinking Fund Levy**

**Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$127,000.00 ex GST for the period 1/5/26 to 30/4/27 to be contributed by members in accordance with their Unit Entitlements.

Levies are to be paid quarterly in advance. This is an increase from the previous levies.

Levy due dates are 15/05, 15/08, 15/11 & 15/02/27.

**Motion CARRIED.**

<b>VOTES</b>	Yes: 18	No: 2	Abs: 0	Inv: 2
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**Invalid Vote Reasons**

2 invalid vote(s) - 2x Non-financial

Motion 13				
<b>Financial Audit</b>	<b>Ordinary Resolution</b>			
<p>That in accordance with the Unit Titles (Management) Act 2011, an audit be completed at the end of the financial year.</p> <p>The Unit Titles (Management) Act 2011 requires all Owners Corporation's with 100 + Units or with annual with an annual budget exceeding \$250,000 to obtain a financial audit.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 20	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 14				
<b>Debt Recovery</b>	<b>Ordinary Resolution</b>			
<p>In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 20	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

<b>Item 15</b>		
<b>Utility Supplies Review</b>		
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.		

<b>Item 16</b>		
<b>General Business</b>		
<b>Pool Furniture</b> The meeting discussed purchasing pool furniture. It was agreed post the large projects quotes would be obtained.		
<b>Bin Room Management</b> The meeting discussed bin room maintenance, many residents are dumping rubbish on floor, dumping bulky waste etc. The meeting agreed to install new signage advising on proper waste practices and installing cameras.		

<b>Election of Committee</b>		
The following owners volunteered to form part of the Executive Committee:		
00003 R Kadi 00012 Tolomeran Pty Ltd 00019 M Power 00029 K Midgley 00030 J Connah 00038 R El Kadi Kadi 00060 S Banning		

Owners can update their personal details anytime via the **Whittles Owner Portal** at [www.whittles.com.au](http://www.whittles.com.au)

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

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

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

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

# PROPOSED BUDGET

THE OWNERS UNIT PLAN NO 3992  
MYSTERE, 117 REDFERN STREET, MACQUARIE

Year ending January 2027

## ADMINISTRATION FUND

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
<b>INCOME</b>					
Contributions	68,250.00	68,250.00	68,250.00	68,250.00	\$273,000.00
Arrears	25,449.09	0.00	0.00	0.00	\$25,449.09
Advances	-1,617.27	-0.00	-0.00	-0.00	<u>-\$1,617.27</u>
<b>Total</b>	<b>92,081.82</b>	<b>68,250.00</b>	<b>68,250.00</b>	<b>68,250.00</b>	<b><u>\$296,831.82</u></b>
<b>EXPENDITURE</b>					
Auditor fee	500.00	500.00	500.00	500.00	\$2,000.00
Building manager	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Cleaning	6,250.00	6,250.00	6,250.00	6,250.00	\$25,000.00
Cleaning - Windows	750.00	750.00	750.00	750.00	\$3,000.00
Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Common property - Anchor Point Testing	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	750.00	750.00	750.00	750.00	\$3,000.00
Fire systems	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Garage - Security gate/roller door	500.00	500.00	500.00	500.00	\$2,000.00
Grounds	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes	500.00	500.00	500.00	500.00	\$2,000.00
Insurance - Renewal	15,750.00	15,750.00	15,750.00	15,750.00	\$63,000.00
Insurance claims	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Keys & Fobs	500.00	500.00	500.00	500.00	\$2,000.00
Lift	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
Management - Additional services fee	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
Management - Agreed Services	8,250.00	8,250.00	8,250.00	8,250.00	\$33,000.00
Pest control	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Plumbing	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Pool/Spa	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Rubbish	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Security	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Utilities - Electricity	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
Utilities - Water	4,375.00	4,375.00	4,375.00	4,375.00	<u>\$17,500.00</u>
<b>Total</b>	<b>69,625.00</b>	<b>69,625.00</b>	<b>69,625.00</b>	<b>69,625.00</b>	<b><u>\$278,500.00</u></b>

## SINKING FUND

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
<b>INCOME</b>					
Contributions	31,750.00	31,750.00	31,750.00	31,750.00	\$127,000.00
Arrears	26,116.36	0.00	0.00	0.00	\$26,116.36
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>57,866.36</b>	<b>31,750.00</b>	<b>31,750.00</b>	<b>31,750.00</b>	<b>\$153,116.36</b>
<b>EXPENDITURE</b>					
Common property	25,000.00	25,000.00	25,000.00	25,000.00	\$100,000.00
Common property - Repairs	250,000.00	250,000.00	250,000.00	250,000.00	\$1,000,000.00
Painting	90,250.00	90,250.00	90,250.00	90,250.00	\$361,000.00
Painting - Internal Surfaces	17,500.00	17,500.00	17,500.00	17,500.00	\$70,000.00
<b>Total</b>	<b>382,750.00</b>	<b>382,750.00</b>	<b>382,750.00</b>	<b>382,750.00</b>	<b>\$1,531,000.00</b>

## CASH FLOW SUMMARY

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	74,862.60	97,319.42	95,944.42	94,569.42	\$74,862.60
Add: Contributions	68,250.00	68,250.00	68,250.00	68,250.00	\$273,000.00
Add: Arrears	25,449.09	0.00	0.00	0.00	\$25,449.09
Minus: Advances	1,617.27	0.00	0.00	0.00	\$1,617.27
Minus: Expenditures	69,625.00	69,625.00	69,625.00	69,625.00	\$278,500.00
CLOSING BALANCE	97,319.42	95,944.42	94,569.42	93,194.42	\$93,194.42
<b><u>SINKING FUND</u></b>					
Opening Balance	761,279.88	436,396.24	85,396.24	-265,603.76	\$761,279.88
Add: Contributions	31,750.00	31,750.00	31,750.00	31,750.00	\$127,000.00
Add: Arrears	26,116.36	0.00	0.00	0.00	\$26,116.36
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	382,750.00	382,750.00	382,750.00	382,750.00	\$1,531,000.00
CLOSING BALANCE	436,396.24	85,396.24	-265,603.76	-616,603.76	\$-616,603.76

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
 Number of Lots              77

Lot Number	— Effective from 01/05/26 —		— Effective from 01/04/26 —	
	UE	ADMIN Fund (incl. GST)	UE	SINKING Fund (incl. GST)
74	75	511.87	75	238.12
69	77	525.52	77	244.47
75	82	559.65	82	260.35
70, 73	85	580.12	85	269.87
71	92	627.90	92	292.10
72	105	716.62	105	333.37
64	109	743.92	109	346.07
67	113	771.22	113	358.77
1, 2, 3, 6, 7, 24, 25, 28, 29, 46, 47	116	791.70	116	368.30
9, 10, 11, 14, 15, 32, 33, 36, 37, 52, 53	118	805.35	118	374.65
4, 5, 26, 27, 48	120	819.00	120	381.00
12, 13, 17, 18, 21, 34, 35, 40, 43, 54, 58, 59	121	825.82	121	384.17
19, 20, 41, 42, 60	125	853.12	125	396.87
63, 65, 66, 68	127	866.77	127	403.22
8, 23	154	1,051.05	154	488.95
16, 31	158	1,078.34	158	501.65
49	160	1,092.00	160	508.00
22, 39	161	1,098.82	161	511.17
55	162	1,105.65	162	514.35
61	164	1,119.30	164	520.70
50	165	1,126.12	165	523.87
56	167	1,139.77	167	530.22
62	169	1,153.42	169	536.57
30, 38, 51, 77	179	1,221.67	179	568.32
44, 45, 57	185	1,262.62	185	587.37
76	214	1,460.55	214	679.45
<b>QUARTERLY TOTAL</b>		<b>\$68,249.78</b>		<b>\$31,749.80</b>
		<b>\$75,079.00</b>		<b>\$34,930.00</b>

# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 28 April 2025

Tick applicable box, or both boxes if applicable:

Regularly Convened       Convened After Adjournment

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).

The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced Quorum Decisions

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

Date of Decision	Full Text of Reduced Quorum Decision
28 April 2025	See attached Minutes

**A4** Owners Corporation Declaration

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

Tegan Rapson  
Strata Manager

7 May 2025



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** **General Information**

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

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

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

The petition must-

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

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

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

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

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

# Minutes of the Annual General Meeting

Owners Corporation for UNITS PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Monday, 28 April 2025		
<b>Meeting Location</b>	Via Microsoft Teams & Deakin Boardroom, Unit 43, 2 King Street, Deakin		
<b>Time</b>	05:00 PM	Opened: 05:06 PM	Closed: 07:15 PM
<b>Lots Represented in Person</b>	0012	P Taylor	Tolomeran Pty Ltd
	0022	K Waddell	
	0061	F DeMarco & J DeMarco	
	0068	P Taylor	Tolomeran Pty Ltd
<b>Lots Represented via MS Teams</b>	0002	D Kaur	Trustee for Sawinder Kaur Family Trust
	0003	R Kadi	
	0006	M Pantia	
	0007	S Ong	
	0018	V Dolar	
	0019	M Power	
	0029	K Midgley	
	0030	J Connah	
	0034	H English	
	0038	R Kadi	
	0058	K Jacobsen	
	0060	S Banning	
<b>Lots Represented via Proxy</b>	0051	B Medway & N Medway	Proxy Name: R Kadi
<b>Absentee Voters</b>	0004	A Cameron	
	0025	A Cook	
	0039	V Kavuri	
	0044	T O'Connor	
	0046	H Berjaoui	
	0049	C Tomkins	
	0052	J Pearce	
	0065	R Blemings & C Holton	
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson	Whittles Canberra Pty Ltd	
<b>Apologies</b>	Nil		

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

<b>Motion 2</b>				
<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>			
That the minutes of the previous Annual General Meeting held on 19/3/24 be confirmed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 21	No: 0	Abs: 2	Inv: 0

<b>Motion 3</b>				
<b>Financial Statement</b>	<b>Ordinary Resolution</b>			
That the financial statement for the period 1/2/24 to 31/1/25 be adopted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 0	Inv: 0

<b>Item 4</b>	
<b>Management Agreement</b>	
The current Agreement in place expires 18/3/27.	
A copy of the Agreement is available for viewing at <a href="http://www.whittles.com.au">www.whittles.com.au</a> via the Owners Portal.	

<b>Motion 5</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
That the existing insurance cover held by the Corporation was marketed by MGA Insurance Brokers prior to renewal. That the building sum insured was increased by 5% upon renewal.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 6</b>				
<b>Fire Safety Review</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 7 - Amended</b>	
<b>Amendment to House Rule – Basement Storage Sheds</b>	<b>Special Resolution</b>
<p>That the Owners Corporation resolves to update the House Rule for basement storage sheds, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:</p> <p><i>Metal storage sheds are permitted only within the allocated basement car park spaces, specifically in the area located between the installed wheel stop and the rear boundary (wall or end line) of the allocated car space.</i></p> <p><i>Sheds that do not exceed the maximum dimensions of 1600mm in width, 800mm in depth, and 2000mm in height are automatically approved. Any shed that exceeds these dimensions or varies in design must be submitted to the Executive Committee for approval, along with detailed plans.</i></p> <p><i>Sheds must remain entirely within the boundaries of the designated car space and must not obstruct pathways, emergency exits, or access to any utilities. Shed doors must open entirely within the Unit Owner’s car park space. Sheds must be kept in good condition at all times and must not cause vehicles to protrude beyond the allocated car park boundary, as this may create a hazard to common property.</i></p> <p><i>The storage of dangerous or hazardous materials such as fuel, gas, paint, or chemicals is strictly prohibited. No sheds of any kind are permitted on common property.</i></p> <p><i>This rule applies to all new shed installations and any existing sheds that have not received prior approval from the Executive Committee. Sheds installed before this rule came into effect that do not meet the specified dimensions must be submitted for retrospective approval. The</i></p>	

<b>Motion 7 - Continued</b>				
<i>Executive Committee reserves the right to require the removal of any shed that does not comply with these requirements. Existing car park fixtures, such as wheel stops, must not be removed or altered.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 16	No: 0	Abs: 8	Inv: 0
<b>Notes</b>				
Minor changes were made to the proposed House Rule and subsequently approved.				

<b>Motion 8</b>				
<b>Amendment to House Rule – CCTV</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for CCTV ("Security of the System" section), in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>The data captured from the CCTV surveillance system is securely stored and can only be accessed by authorised personnel. Access will be logged, and only the Strata Manager, Executive Committee members, the employed security company (with security licenses), and an authorised facilities manager may access the recorder and recordings.</i>				
<i>To ensure proper access, any authorised party requiring access to the recorder must inform the Executive Committee in writing of their intent to access recordings, along with the reason, prior to doing so. A designated member of the Executive Committee or the Strata Manager will be present if technical support is required.</i>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 9</b>				
<b>Amendment to House Rule – Parking</b>		<b>Special Resolution</b>		
That the Owners Corporation resolves to update the House Rule for parking, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to include the following provisions:				
<i>Numbered carparks provided for each apartment are not to be used by other residents or visitors without the permission of the Unit Owner.</i>				
<i>Visitor parking is strictly for short-term use by visitors only. Residents are not permitted to use visitor parking for long-term or regular parking under any circumstances.</i>				
<i>Disabled parking spaces are reserved exclusively for vehicles displaying a valid and current disability parking permit.</i>				
<i>Cars must not be parked on the concrete access driveways, landscaped or garden areas, or in</i>				

**Motion 9 - Continued**

*any position where they may cause an obstruction to others.*

*Car parks are to be used solely for the parking of registered and operational motor vehicles or motorcycles and must not be used for storage, except where otherwise permitted under Rule 1.*

*Vehicles obstructing access, including for emergency vehicles, may be forcibly removed.*

**Motion CARRIED.**

**VOTES**

Yes: 23

No: 1

Abs: 0

Inv: 0

**Notes**

Owners discussed the issue of non-compliant disabled parking spaces and agreed to have the EC review and rectify the line markings on the ground floor basement only. Action regarding the lower ground floor disabled parking spaces was deferred to the next EC Meeting.

The need for a separate rule regarding electric vehicle (EV) charging, particularly in the basement, was also discussed. It was agreed that the EC would develop a specific rule for EV charging.

Minor changes were made to the proposed House Rule and subsequently approved.

**Motion 10**

**Sinking Fund Forecast Review**

**Ordinary Resolution**

That the Owners Corporation reviews Sinking Fund Forecast and is satisfied that the forecast expenditure and contribution levels are adequate to meet the needs of the Corporation up to 2030. It is also noted that the Corporation can amend the Sinking Fund Forecast at any time via an ordinary resolution at a general meeting.

**Motion CARRIED.**

**VOTES**

Yes: 24

No: 0

Abs: 0

Inv: 0

**Notes**

The Committee approved the exterior painting of the entire building. Further discussion will be held to obtain updated quotes and consider including the entry areas in the scope of works.

**Motion 11**

**Maintenance Plan Review**

**Ordinary Resolution**

That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the Maintenance Plan and will consider the recommended maintenance requirements for the year.

**Motion CARRIED.**

**VOTES**

Yes: 24

No: 0

Abs: 0

Inv: 0

<b>Motion 12 - Amended</b>				
<b>Administration Fund Expenditure Budget</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$290,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 23	No: 0	Abs: 1	Inv: 0

<b>Motion 13 - Amended</b>				
<b>Sinking Fund Expenditure Budget</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$274,000.00 (excl. GST) be accepted.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 8	Inv: 0

<b>Motion 14</b>				
<b>Administration Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$260,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 22	No: 1	Abs: 1	Inv: 0

<b>Motion 15</b>				
<b>Sinking Fund Levy</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$121,000.00 (excl. GST) for the period 1/4/25 to 31/3/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance. This is an increase from the previous levies.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 24	No: 0	Abs: 0	Inv: 0

<b>Motion 16</b>				
<b>Special Levy - Sinking Fund</b>		<b>Special Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund special levy of \$136,363.64 (excl. GST) for the purpose of funding the podium rectification. This levy is to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid quarterly in advance.				
Levy Due Dates: 27/05/25, 15/07/25, 15/10/25 & 15/01/26				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 17</b>				
<b>Financial Audit</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, a financial audit be completed at the end of the financial year.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 18</b>				
<b>Debt Recovery</b>		<b>Ordinary Resolution</b>		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 25	No: 0	Abs: 0	Inv: 0

<b>Motion 19</b>				
<b>Determination of Committee Size</b>		<b>Special Resolution</b>		
That in accordance with the <i>Unit Titles (Management) Act 2011</i> , the Executive Committee for the upcoming year consist of a maximum of nine members.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 17	No: 0	Abs: 0	Inv: 0

**Item 20**

**Election of Committee**

S Banning, J Connah, R Kadi, B Medway, K Midgley, M Pantia, M Power, P Taylor, and K Waddell have been elected to the Executive Committee.

**Item 21**

**General Business**

**Building Manager** P Taylor raised the issue of there being no current quality assurance process. He proposed appointing Kevin Fourie as a part-time Building Manager, with a focus on investigating minor efflorescence issues along Wiseman Street, which may help reduce the overall cost of podium repairs. The Manager noted that Kevin Fourie's availability would need to be confirmed. The Committee approved the appointment in principle, and \$20,000.00 was allocated to the Administrative Fund for this purpose.

**Shopping Trolleys** Shopping trolleys placed in front of the commercial bin enclosure are obstructing waste collection. The Manager will request that the commercial tenants remove the trolleys when observed on-site.

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

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

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

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

# BUDGET

## THE OWNERS UNIT PLAN NO 3992 MYSTERE, 117 REDFERN STREET, MACQUARIE

Year ending January 2026

### ADMINISTRATION FUND

	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Annual Total
<b>INCOME</b>					
Contributions	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
Arrears	8,428.18	0.00	0.00	0.00	\$8,428.18
Advances	-7,736.43	-0.00	-0.00	-0.00	<u>-\$7,736.43</u>
<b>Total</b>	<b>65,691.75</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b><u>\$260,691.75</u></b>
<b>EXPENDITURE</b>					
Auditor fee	275.00	275.00	275.00	275.00	\$1,100.00
Building manager	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Cleaning	10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
Cleaning - Windows	750.00	750.00	750.00	750.00	\$3,000.00
Common property	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Common property - Anchor Point Testing	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	750.00	750.00	750.00	750.00	\$3,000.00
Fire systems	4,375.00	4,375.00	4,375.00	4,375.00	\$17,500.00
Garage	500.00	500.00	500.00	500.00	\$2,000.00
Grounds	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes	450.00	450.00	450.00	450.00	\$1,800.00
Health Club / Gym	375.00	375.00	375.00	375.00	\$1,500.00
Insurance - Renewal	56,000.00	0.00	0.00	0.00	\$56,000.00
Insurance claims	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Keys & Fobs	500.00	500.00	500.00	500.00	\$2,000.00
Lift	8,000.00	8,000.00	8,000.00	8,000.00	\$32,000.00
Management - Additional services fee	750.00	750.00	750.00	750.00	\$3,000.00
Management - Agreed Services	7,700.00	7,700.00	7,700.00	7,700.00	\$30,800.00
Pest control	125.00	125.00	125.00	125.00	\$500.00
Plumbing	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Pool/Spa	1,300.00	1,300.00	1,300.00	1,300.00	\$5,200.00
Public Officer Fee	37.50	37.50	37.50	37.50	\$150.00
Rubbish	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Security	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Taxation - BAS Return	1,000.00	0.00	0.00	0.00	\$1,000.00
Television	112.50	112.50	112.50	112.50	\$450.00
Utilities - Electricity	4,000.00	4,000.00	4,000.00	4,000.00	\$16,000.00
Utilities - Water	4,250.00	4,250.00	4,250.00	4,250.00	<u>\$17,000.00</u>
<b>Total</b>	<b>115,250.00</b>	<b>58,250.00</b>	<b>58,250.00</b>	<b>58,250.00</b>	<b><u>\$290,000.00</u></b>

## SINKING FUND

	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Annual Total
<b>INCOME</b>					
Contributions	30,250.00	30,250.00	30,250.00	30,250.00	\$121,000.00
Arrears	3,724.54	0.00	0.00	0.00	\$3,724.54
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Special levy - Common property	34,090.75	34,090.75	34,090.75	34,090.75	<u>\$136,363.00</u>
<b>Total</b>	<b>68,065.29</b>	<b>64,340.75</b>	<b>64,340.75</b>	<b>64,340.75</b>	<u><b>\$261,087.54</b></u>
<b>EXPENDITURE</b>					
Common property	15,000.00	15,000.00	15,000.00	15,000.00	\$60,000.00
Fire systems - Extinguishers	0.00	14,000.00	0.00	0.00	\$14,000.00
Painting	50,000.00	50,000.00	50,000.00	50,000.00	<u>\$200,000.00</u>
<b>Total</b>	<b>65,000.00</b>	<b>79,000.00</b>	<b>65,000.00</b>	<b>65,000.00</b>	<u><b>\$274,000.00</b></u>

## CASH FLOW SUMMARY

	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	57,924.85	8,366.60	15,116.60	21,866.60	\$57,924.85
Add: Contributions	65,000.00	65,000.00	65,000.00	65,000.00	\$260,000.00
Add: Arrears	8,428.18	0.00	0.00	0.00	\$8,428.18
Minus: Advances	7,736.43	0.00	0.00	0.00	\$7,736.43
Minus: Expenditures	115,250.00	58,250.00	58,250.00	58,250.00	\$290,000.00
CLOSING BALANCE	8,366.60	15,116.60	21,866.60	28,616.60	\$28,616.60
<b><u>SINKING FUND</u></b>					
Opening Balance	523,688.46	526,753.75	512,094.50	511,435.25	\$523,688.46
Add: Contributions	30,250.00	30,250.00	30,250.00	30,250.00	\$121,000.00
Add: Special levy - Common property	34,090.75	34,090.75	34,090.75	34,090.75	\$136,363.00
Add: Arrears	3,724.54	0.00	0.00	0.00	\$3,724.54
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	65,000.00	79,000.00	65,000.00	65,000.00	\$274,000.00
CLOSING BALANCE	526,753.75	512,094.50	511,435.25	510,776.00	\$510,776.00

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
 Number of Lots              77

Lot Number	— Effective from 01/04/25 —		— Effective from 01/04/25 —		
	UE	ADMIN Fund (incl. GST)	UE	SINKING Fund (incl. GST)	
74	75	487.50	\$536	75 226.87	\$250
69	77	500.50	\$551	77 232.92	\$256
75	82	533.00	\$586	82 248.05	\$273
70, 73	85	552.49	\$608	85 257.12	\$283
71	92	598.00	\$658	92 278.30	\$306
72	105	682.50	\$751	105 317.62	\$349
64	109	708.50	\$779	109 329.72	\$363
67	113	734.50	\$808	113 341.82	\$376
1, 2, 3, 6, 7, 24, 25, 28, 29, 46, 47	116	754.00	\$829	116 350.90	\$386
9, 10, 11, 14, 15, 32, 33, 36, 37, 52, 53	118	767.00	\$844	118 356.95	\$393
4, 5, 26, 27, 48	120	780.00	\$858	120 363.00	\$399
12, 13, 17, 18, 21, 34, 35, 40, 43, 54, 58, 59	121	786.50	\$865	121 366.02	\$403
19, 20, 41, 42, 60	125	812.50	\$894	125 378.12	\$416
63, 65, 66, 68	127	825.50	\$908	127 384.17	\$423
8, 23	154	1,001.00	\$1,101	154 465.85	\$512
16, 31	158	1,027.00	\$1,130	158 477.95	\$526
49	160	1,040.00	\$1,144	160 484.00	\$532
22, 39	161	1,046.50	\$1,151	161 487.02	\$536
55	162	1,053.00	\$1,158	162 490.05	\$539
61	164	1,066.00	\$1,173	164 496.10	\$546
50	165	1,072.50	\$1,180	165 499.12	\$549
56	167	1,085.50	\$1,194	167 505.17	\$556
62	169	1,098.50	\$1,208	169 511.22	\$562
30, 38, 51, 77	179	1,163.50	\$1,280	179 541.47	\$596
44, 45, 57	185	1,202.50	\$1,323	185 559.62	\$616
76	214	1,391.00	\$1,530	214 647.35	\$712
<b>QUARTERLY TOTAL</b>		\$64,999.98	<u>\$71,500.00</u>	\$30,249.80	<u>\$33,287.00</u>

## CALCULATION OF LEVIES

Total Lot Entitlement      10000  
 Number of Lots              77  
**Effective from**              **27/05/25**  
**Expires**                      **14/04/25**

SPECIAL LEVY - COMMON PROPERTY - S17509

Lot Number	UEV	Contribution	Contribution (incl. GST)
74	75	\$255.68	\$281
69	77	\$262.50	\$289
75	82	\$279.54	\$307

70, 73	85	\$289.77	\$319
71	92	\$313.63	\$345
72	105	\$357.95	\$394
64	109	\$371.59	\$409
67	113	\$385.22	\$424
1, 2, 3, 6, 7, 24, 25, 28, 29, 46, 47	116	\$395.45	\$435
9, 10, 11, 14, 15, 32, 33, 36, 37, 52, 53	118	\$402.27	\$442
4, 5, 26, 27, 48	120	\$409.09	\$450
12, 13, 17, 18, 21, 34, 35, 40, 43, 54, 58, 59	121	\$412.50	\$454
19, 20, 41, 42, 60	125	\$426.13	\$469
63, 65, 66, 68	127	\$432.95	\$476
8, 23	154	\$525.00	\$578
16, 31	158	\$538.63	\$592
49	160	\$545.45	\$600
22, 39	161	\$548.86	\$604
55	162	\$552.27	\$607
61	164	\$559.09	\$615
50	165	\$562.50	\$619
56	167	\$569.31	\$626
62	169	\$576.13	\$634
30, 38, 51, 77	179	\$610.22	\$671
44, 45, 57	185	\$630.68	\$694
76	214	\$729.54	\$802
<b>QUARTERLY</b>		<i>\$34,090.90</i>	<i>\$37,498.00</i>

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## **UP3992 – Executive Committee Meeting Minutes**

**Date: 15 April 2026**

**Location: Microsoft Teams**

**Attendees:**

- 0012 Peter Taylor
- 0019 Michael Power
- 0029 Kelly Midgley
- 0030 Julie Connah
- 0038 Rim Kadi

**Proxy:**

- 0060 Sarah Banning
- 0051 Brian Medway

**Apologies: N/a**

**Additional Attendees: N/a**

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### **Motions Passed**

**1. Communications Protocol**

The Communications Protocol document was tabled and formally approved.

**2. Insurance Renewal**

The EC resolved to seek a written explanation from Whittles regarding the insurance renewal process and authorised the Chair to contact MGA directly to confirm the current insurance status.

**3. Emergency and House Lighting**

Noting that emergency and house lighting has been non-functional for nearly six months, the Chair is authorised to contact OnB directly to obtain rectification.

**4. Emergency Key Access**

The Committee noted that some owners currently do not have keys to access to the building during power or elevator failures. The Chair to contact Strata Manager to confirm the current key replacement status and report back to the EC.

**4. Key Fobs**

Approval granted to obtain quotes for enhancement of the security system including CCTV and Key Fobs from Crimtech.

**5. Disposal of Deck Pots**

The Committee noted that the cement pots on the decks must be removed to facilitate the deck rectification works and determined the pots have deteriorated beyond any practical value. PMG is authorised to remove and dispose of them as part of the works.

**6. Trello Recovery**

If the Trello board content owned by Mystere cannot be recovered, the \$1,000 previously paid to Whittles, is to be returned to Mystere.

## **7. Fire Services**

Approval granted for:

- Replacement of missing fire extinguishers and the fire hose on the ground floor
- Installation of fire extinguisher boxes in the basement
- Relocation of the three ground-floor extinguishers into the foyer areas
- A review of all fire doors in the complex for compliance.

## **8. GST Compliance**

All written correspondence relating to cash, budgets, and reports must now be presented GST inclusive.

## **9. Commercial Recycled Waste Collection**

Noting that the commercial recycling has not been emptied for several months, Whittles is to contact Veolia to resolve the issue.

## **10. AGM Item 15 – Offers or Extensions**

Any new offers or extensions relating to Item 15 of the AGM Minutes must be referred to the EC for approval prior to acceptance.

## **11. Temporary Parking Permission – Unit 48**

Temporary approval granted for Unit 48 to park a black VW sedan in the EC car park at the front of the building on Bindubi Street for the duration of the deck repair works.

## **12. Legal Consultation – Unit 75 Breach**

Approval granted to engage a solicitor to provide formal legal advice and representation in relation to the unapproved construction works undertaken in front of Mystere on Bindubi Street, involving Kelkiah Apartments at 21 Wiseman Street and Unit 75.

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**MEMO**

TO: All Owners  
RE: Units Plan 3992  
AT: MYSTERE, 117 REDFERN STREET, MACQUARIE  
SUBJECT: Executive Committee Meeting Minutes

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Please see attached the Minutes for the Executive Committee Meeting that was held on the 4th February 2026.

Yours faithfully,

A handwritten signature in black ink, reading "G. Fiorenza Julian". The signature is written in a cursive style with a large initial "G".

Giorgia Fiorenza Julian  
Strata Manager

# Minutes of Executive Committee Meeting

UP3992 - Mystere  
117-119 Redfern Street, Macquarie ACT 2614

**Date & time:** 17 November 2025, 1800-1845

**Location:** Microsoft Teams

**Attending:** P Taylor, K Midgley, R Kadi, S Banning

**Proxies:** R Kadi for B Medway

**Apologies:** M Power, M Pantia, J Connah

## Items Discussed

### Item 1—Podium Repair Project

P Taylor provided a progress update on the ongoing contract negotiations with PMG Render & Remedial.

EC discussed communications with owners to support consideration of the proposed works and special levy:

- **Approved in principle** the General Meeting to be convened by 17 December 2025, subject to finalisation of a draft contract, at a suitable venue with videoconferencing capability.
- **Approved** the release of Frequently Asked Questions to all owners, as an attachment to the Notice of General Meeting papers.

### Item 2—Strata Update

K Midgley provided an update on behalf of Whittles, and the EC discussed options for ensuring priority building maintenance continues to be progressed with regard to establishing mutually reasonable expectations between the EC, Whittles and contracted suppliers:

- **Approved** P Taylor to build and prototype a bracer on one of the building foyer doors, at no cost to the Owners' Corporation.
- **Agreed** for EC meetings with Whittles to occur weekly between commencing the week beginning 17 November 2025 until the week commencing 15 December, with EC members to coordinate attendance to ensure an appropriate decision-making delegation is present.
- **Agreed**, following the EC decision of 2 November 2025, to Whittles seeking comparative quotes from PMG Render & Remedial and Hart Pest Control for the installation of bird proofing.
- **Agreed in principle** to delegate decision making authority for select priority projects to either individual EC members or a sub-committee, with arrangements to be determined by the EC prior to 17 December 2025.

# Minutes of Executive Committee Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992

<b>Meeting Date</b>	2 September 2025	
<b>Meeting Location</b>	Microsoft Teams	
<b>Time</b>	05:00 PM	
<b>Members</b>	0006	Marianito Pantia
	0012	Peter Taylor
	0019	Micheal Power
	0022	Kirsten Waddell
	0029	Kelly Midgley
	0030	Julie Connah
	0051	Brian Medway
	0060	Sarah Banning
<b>Apologies</b>	0038	Rim Kadi
<b>Additional Attendees</b>	Giorgia Fiorenza Julian - Whittles Strata	

<b>1. Welcome and Record Attendance</b>
1.1. Members present and apologies were recorded.
<b>2. Minutes of the Previous Meeting</b>
2.1. No notes or amendments were tabled.
2.2. The minutes of the previous meeting held on 12 Aug were accepted.
<b>3. Tracking Sheet Update</b>
3.1. Please refer to attachment A for tracking sheet update and new business.
<b>4. Applications for Approval.</b>
4.1. Unit 16 – Cat enclosure – <b>Approved</b>
<b>5. Next Meeting Date</b>
5.1. The next meeting scheduled for 5:00pm, 7 October 2025.
<b>6. Meeting Concluded.</b>
6.1. Meeting concluded at 6:00 PM

# Attachment A

## MYSTERE TRACKING SHEET

Meeting: 2-Sep-25

Status: Completed Oh hold

		IN PROGRESS		
ID	Action Item	Description	Action	Status
1	Building Refurb and Podium Repair Project	<p>Following the identification of raised tiles on the podium levels, a report was commissioned from Peak Consulting. The report concluded that failures in the waterproofing system and inadequate drainage falls were contributing factors, resulting in tiles debonding and water ingress into the lower basement levels. In order to achieve some cost efficiencies repainting of the building and upgrades to the intercom and fob systems are to be completed with the podium repair project.</p> <p>The EC met with Peak Consulting on site to discuss scope and further investigation, Peak was mostly unable to assist with the queries. Following this meeting the EC has approved a quote from Ultimate Innovations to conduct invasive testing, immersive testing and intermediate repair of the expansion joint.</p>	Ultimate Innovations to complete invasive testing and report.	
2	Building Manager	<p>Due to ongoing concerns regarding the lack of oversight on-site, it was agreed that a Building Manager would be engaged. The role of the Building Manager will include overseeing site activity, coordinating access with contractors and residents, monitoring work progress, ensuring compliance with safety and strata requirements and more.</p> <p>Following a review of the quotes J.Clad were approved to begin onsite</p>	<p>Whittles to arrange site induction.</p> <p>EC to provide list of to-do items</p>	
3	Caretaker	<p>It was noted that the current caretakers are not meeting the minimum required standards and are no longer able to service the pool. As a result, a tender process has commenced to engage a new service provider. Where possible, services will be consolidated under a single contractor to achieve cost efficiencies and improve accountability.</p>	Whittles to arrange additional quotes.	
5	Pest Proofing	<p>Bird ingress into multiple units has been identified as a result of deteriorated or damaged external grills that require replacement. Hart Pest Managements quote was approved for annual spray, rodent treatment and a quote will be requested for bird proofing.</p>	Whittles to approve Hart (pending window clean) and arrange quote for bird proofing	
6	Bin Room Roller Door Repair	<p>Following the installation of roller door guards in the bin room, the roller door now requires rebalancing and lubrication. It is currently producing a loud screeching noise during operation, indicating the need for maintenance to ensure smooth and quiet functionality.</p>	Whittles to engage Capital Doorworks for maintenance, door repair and request details on reset function.	
7	Pool Chemgen Timer	<p>Capital Doorworks quote was approved.</p> <p>It was noted that the pool Chemgen timer located in the basement is currently operating during the day. As electricity is cheaper during the evening the EC approved changing the timer to nighttime use only.</p>	Whittles to arrange changeover	
8	Unit 75 Breach	<p>The EC approved correspondence going to unit 77 for breaches to the Alterations Rule. They are to remove the paved area and make good the grass.</p>	Whittles to send notice	
9	Bulky Waste Pickup	<p>The EC approved quarterly Bulky Waste Pickups</p>	Whittles to arrange.	
10	Window Cleaning	<p>The EC noted last years window clean was only half completed despite being invoiced in full.</p>	Whittles to seek refund.	
11	Pool Fence	<p>Following a pool compliance report it was determined the fence must be raised to full height.</p>	Whittles to obtain quote	
12	Unit Fire Doors	<p>The EC discussed unit fire doors and determined legal advice is required to ascertain whose responsibility it is.</p>	Whittles to seek free advice or quote.	
		<p>The meeting agreed that the Building Manager should inspect complainants doors to confirm issues.</p>	Whittles to arrange J.Clad to inspect.	

13	Broken glass in entryway	A glass panel has been damaged.	Whittles to inspect footage and arrange repair.
C1	Antenna Repair	Following reports of the Common Antenna not working the EC approved a workorder being issued.	
<b>ON HOLD</b>			
On hold contains issues to be addressed when other major works such as the Podium Repair Project have been completed.			
H1	Solar power and EV chargers	<p>The meeting discussed the potential to take advantage of government interest-free loans to install solar power systems and EV charging infrastructure within the complex.</p> <p>It was noted that such upgrades would offer long-term cost savings, enhance environmental sustainability, and future-proof the building in anticipation of likely policy changes mandating solar and EV charging capability in multi-residential developments.</p> <p>While the committee acknowledged the strategic benefits of proceeding with these upgrades, it was agreed to place the initiative on hold for the time being, pending completion of the Podium Repair Project and a clearer understanding of financial capacity.</p>	
H2	Full building Clean	<p>Several areas around the complex were identified as requiring cleaning and maintenance attention. This includes pressure cleaning of the carpark and bin rooms, window cleaning, tile scrubbing, and carpet cleaning in common areas. However, it was agreed that these tasks will be placed on hold until a new cleaning and maintenance team is appointed.</p> <p>Pricing for these services will be sought as part of the upcoming tender process to ensure cost effectiveness and service quality.</p>	
H3	House Rules Update	<p>The House Rules will be reviewed and updated prior to the upcoming AGM to improve clarity and reflect current operational needs.</p> <p>The revised version will include the following key additions and updates:</p> <ul style="list-style-type: none"> <li>-Policy allowing the Executive Committee to rent out unused Body Corporate car park spaces in the basement</li> <li>-Updated policy regarding installation and use of basement storage sheds</li> <li>-Updated policy on the use and placement of security cameras within common property</li> <li>-Clarification of policy related to the use of ground floor disabled car parks</li> <li>-New policy outlining procedures for addressing breaches of the House Rules</li> </ul>	
H4	Update Sinking Fund Plan	<p>It was agreed that a new Sinking Fund Plan will be commissioned following completion of the podium and building upgrade project.</p> <p>This updated plan will reflect the revised condition of the building and incorporate any new infrastructure or maintenance requirements arising from the completed works, ensuring accurate forecasting of future capital expenditure.</p>	
H5	Dumped items in Basement and Bin Rooms	<p>Removal of dumped goods in the basement carpark, including bicycles, was discussed.</p> <p>A letter will be distributed to residents advising them of the issue, and bikes will be tagged accordingly. Residents will be given a 30-day period to remove their items. If items are not removed within this timeframe, the Executive Committee will arrange for their disposal.</p>	On hold for new Building Manager to complete
H6	Podium Repair Project Funding	<p>Funding options for the rectification works were discussed at length, the pros and cons of various approaches were considered. Quotes were received for Strata Loans to be tabled at a later date when costs are known.</p> <p>Whittles developed a draft meeting notice to raise special levies for the work, some amendments are required.</p>	Whittles to amend general meeting notice for special levy.

# Minutes of Executive Committee Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992

<b>Meeting Date</b>	8 July 2025
<b>Meeting Location</b>	Microsoft Teams
<b>Time</b>	05:00 PM
<b>Members</b>	0012 Peter Taylor 0019 Micheal Power 0022 Kirsten Waddell 0029 Kelly Midgley 0038 Rim Kadi 0051 Brian Medway 0060 Sarah Banning
<b>Additional Attendees</b>	Giorgia Fiorenza Julian - Whittles Strata

<b>1. Welcome and Record Attendance</b>
1.1. Members present and apologies were recorded.
<b>2. EC Roles and Protocol</b>
2.1. The meeting elected the following EC Positions: Chair – Peter Taylor Secretary – Michael Power Treasurer – Kelly Midgley
2.2. The Meeting agreed future meetings will be held on the first Tuesday of the month at 5:00pm and approved the communication and EC protocol
<b>3. Tracking Sheet Update</b>
3.1. Please refer to attachment A for tracking sheet update and new business.
<b>4. Applications for Approval.</b>
4.1. Nil applications were presented to the meeting.
<b>5. Next Meeting Date</b>
5.1. The next meeting scheduled for 5:00pm, 5 August 2025.
<b>6. Meeting Concluded.</b>
6.1. Meeting concluded at 7:30 PM

Attachment A

MYSTERE TRACKING SHEET

Meeting: 8-Jul-25

Status: Completed In progress Oh hold

ID	Action Item	Description	Action	Status
<b>IN PROGRESS</b>				
1	Podium Repair Project	<p>Following the identification of raised tiles on the podium levels, a report was commissioned from Peak Consulting. The report concluded that failures in the waterproofing system and inadequate drainage falls were contributing factors, resulting in tiles debonding and water ingress into the lower basement levels.</p> <p>The meeting resolved that further engagement with Peak Consulting is necessary to:</p> <ul style="list-style-type: none"> <li>-Conduct invasive testing</li> <li>-Clarify the proposed scope of rectification works</li> <li>-Discuss potential design innovations aimed at reducing overall project costs and minimising disruption to residents</li> </ul>	Whittles to arrange meeting with Peak Consulting	
2	Podium Repair Project Funding	<p>Funding options for the rectification works were discussed at length. The pros and cons of various approaches were considered, and it was agreed that Whittles would investigate the availability of strata loan options. In parallel, special levies will be raised to supplement the existing sinking fund.</p>	<p>Whittles to arrange quotes for strata loans</p> <p>Whittles to arrange general meeting for special levy</p>	
3	Building Repaint	<p>Repainting of the building was discussed, with the majority in favour of deferring the works to coincide with the podium repair project.</p> <p>This approach offers cost efficiencies by utilising the same scaffolding and minimises disruption to residents by consolidating the works.</p>	Whittles to arrange for the painting scope of works to be included in the podium repair project	
4	Upgrade building intercom and security	<p>The intercom and fob access systems were noted as nearing end of life, with replacement considered beneficial for overall building security and functionality.</p> <p>The meeting agreed that these systems would be upgraded as part of the broader Podium Repair Project. This approach allows for cost efficiencies through shared contractor mobilisation and infrastructure access (e.g., scaffolding or cabling pathways), while also minimising disruption by consolidating works into a single coordinated project.</p>	Whittles to arrange for the intercom and security scope of works to be included in the podium repair project	
5	Building Manager	<p>Due to ongoing concerns regarding the lack of oversight on-site, it was agreed that a Building Manager would be engaged.</p> <p>The role of the Building Manager will include overseeing site activity, coordinating access with contractors and residents, monitoring work progress, ensuring compliance with safety and strata requirements and more.</p>	<p>EC to advise final scope</p> <p>Whittles to tender for the position</p>	
5	Maintenance and Cleaning Plan	<p>The meeting discussed the need to develop a comprehensive maintenance and cleaning plan for the complex.</p> <p>The aim is to identify areas where services can be grouped together to streamline contractor engagement, reduce duplication, and achieve long-term cost efficiencies. The plan will also explore opportunities to automate routine tasks (e.g., scheduling of periodic cleaning or maintenance works) to ensure consistent standards are maintained and to improve oversight and accountability across service providers.</p>	Whittles to develop plan	

6	Caretaker	<p>It was noted that the current caretakers are not meeting the minimum required standards and are no longer able to service the pool.</p> <p>As a result, a tender process has commenced to engage a new service provider. Where possible, services will be consolidated under a single contractor to achieve cost efficiencies and improve accountability.</p> <p>Tender submissions will be requested to include the following scope:</p> <ul style="list-style-type: none"> <li>-General cleaning</li> <li>-Gardening and grounds maintenance</li> <li>-Carpark pressure cleaning</li> <li>-Bin room pressure cleaning</li> <li>-Carpet cleaning (common areas)</li> <li>-Tile scrubbing</li> </ul>	Whittles to follow up quotes and arrange amendments	
7	Pest Proofing	Bird ingress into multiple units has been identified as a result of deteriorated or damaged external grills that require replacement.	Whittles to obtain quote	
8	Dumped Items in Basement and Bin Rooms	Removal of dumped goods in the basement carpark, including bicycles, was discussed. A letter will be distributed to residents advising them of the issue, and bikes will be tagged accordingly. Residents will be given a 30-day period to remove their items. If items are not removed within this timeframe, the Executive Committee will arrange for their disposal.	Whittles to develop letter EC to distribute letter and tag bikes	
9	Bin Room Roller Door Repair	Following the installation of roller door guards in the bin room, the roller door now requires rebalancing and lubrication. It is currently producing a loud screeching noise during operation, indicating the need for maintenance to ensure smooth and quiet functionality.	Whittles to send workorder	
10	Pool Chemgen Timer	It was noted that the pool Chemgen timer located in the basement is currently operating during the day. Whittles will investigate whether off-peak electricity pricing is available and assess whether reprogramming the timer to operate during off-peak evening hours would result in cost savings. Consideration will also be given to any potential noise impact during night-time operation.	Whittles to investigate	
<b>COMPLETED</b>				
<b>ON HOLD</b>				
On hold contains issues to be addressed when other major works such as the Podium Repair Project have been completed.				
H1	Solar power and EV chargers	<p>The meeting discussed the potential to take advantage of government interest-free loans to install solar power systems and EV charging infrastructure within the complex.</p> <p>It was noted that such upgrades would offer long-term cost savings, enhance environmental sustainability, and future-proof the building in anticipation of likely policy changes mandating solar and EV charging capability in multi-residential developments.</p> <p>While the committee acknowledged the strategic benefits of proceeding with these upgrades, it was agreed to place the initiative on hold for the time being, pending completion of the Podium Repair Project and a clearer understanding of financial capacity.</p>		
H2	Full building Clean	<p>Several areas around the complex were identified as requiring cleaning and maintenance attention. This includes pressure cleaning of the carpark and bin rooms, window cleaning, tile scrubbing, and carpet cleaning in common areas. However, it was agreed that these tasks will be placed on hold until a new cleaning and maintenance team is appointed.</p> <p>Pricing for these services will be sought as part of the upcoming tender process to ensure cost effectiveness and service quality.</p>		

H3	House Rules Update	<p>The House Rules will be reviewed and updated prior to the upcoming AGM to improve clarity and reflect current operational needs.</p> <p>The revised version will include the following key additions and updates:</p> <ul style="list-style-type: none"> <li>-Policy allowing the Executive Committee to rent out unused Body Corporate car park spaces in the basement</li> <li>-Updated policy regarding installation and use of basement storage sheds</li> <li>-Updated policy on the use and placement of security cameras within common property</li> <li>-Clarification of policy related to the use of ground floor disabled car parks</li> <li>-New policy outlining procedures for addressing breaches of the House Rules</li> </ul>		
H4	Update Sinking Fund Plan	<p>It was agreed that a new Sinking Fund Plan will be commissioned following completion of the podium and building upgrade project.</p> <p>This updated plan will reflect the revised condition of the building and incorporate any new infrastructure or maintenance requirements arising from the completed works, ensuring accurate forecasting of future capital expenditure.</p>		

# Minutes of Executive Committee Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992

<b>Meeting Date</b>	12 August 2025
<b>Meeting Location</b>	Microsoft Teams
<b>Time</b>	05:00 PM
<b>Members</b>	0006 Marianito Pantia 0012 Peter Taylor -Left at 6:03pm 0019 Micheal Power 0029 Kelly Midgley 0030 Julie Connah- Left at 6:45pm 0060 Sarah Banning
<b>Apologies</b>	0022 Kirsten Waddell 0038 Rim Kadi 0051 Brian Medway
<b>Additional Attendees</b>	Giorgia Fiorenza Julian - Whittles Strata

<b>1. Welcome and Record Attendance</b>
1.1. Members present and apologies were recorded.
<b>2. Minutes of the Previous Meeting</b>
2.1. No notes or amendments were tabled.
2.2. The minutes of the previous meeting held on 8 July were accepted.
<b>3. Tracking Sheet Update</b>
3.1. Please refer to attachment A for tracking sheet update and new business.
<b>4. Applications for Approval.</b>
4.1. Unit 16 – Cat enclosure – Taken offline
4.2. Unit 16 – Metal storage shed – <b>Automatically approved</b>
<b>5. Next Meeting Date</b>
5.1. The next meeting scheduled for 5:00pm, 2 September 2025.
<b>6. Meeting Concluded.</b>
6.1. Meeting concluded at 7:00 PM

Attachment A

**MYSTERE TRACKING SHEET**

Meeting: 12-Aug-25

Status: Completed In progress Oh hold

ID	Action Item	Description	Action	Status
<b>IN PROGRESS</b>				
1	Building Refurb and Podium Repair Project	<p>Following the identification of raised tiles on the podium levels, a report was commissioned from Peak Consulting. The report concluded that failures in the waterproofing system and inadequate drainage falls were contributing factors, resulting in tiles debonding and water ingress into the lower basement levels. In order to achieve some cost efficiencies repainting of the building and upgrades to the intercom and fob systems are to be completed with the podium repair project.</p> <p>On the 6 Aug the EC met with Peak Consulting on site to discuss scope and further investigation, Peak was mostly unable to assist with the queries. Following this meeting the EC has approved to proceed by obtaining multiple quotes (one from Ultimate Innovations) to conduct invasive testing, immersive testing and intermediate repair of the expansion joint.</p>	Whittles to arrange quotes.	
2	Podium Repair Project Funding	<p>Funding options for the rectification works were discussed at length, the pros and cons of various approaches were considered. Quotes were received for Strata Loans to be tabled at a later date when costs are known.</p> <p>Whittles developed a draft meeting notice to raise special levies for the work, some amendments are required.</p>	Whittles to amend general meeting notice for special levy.	
3	Building Manager	<p>Due to ongoing concerns regarding the lack of oversight on-site, it was agreed that a Building Manager would be engaged. The role of the Building Manager will include overseeing site activity, coordinating access with contractors and residents, monitoring work progress, ensuring compliance with safety and strata requirements and more.</p> <p>Two quotes were received.</p>	EC to review and approve.	
4	Caretaker	<p>It was noted that the current caretakers are not meeting the minimum required standards and are no longer able to service the pool. As a result, a tender process has commenced to engage a new service provider. Where possible, services will be consolidated under a single contractor to achieve cost efficiencies and improve accountability.</p>	Whittles to arrange additional quotes.	
5	Pest Proofing	<p>Bird ingress into multiple units has been identified as a result of deteriorated or damaged external grills that require replacement. Ultimate Innovations has attended and are developing a report.</p>	Whittles to follow up quote and send additional quote request to Hart Pest Management.	
6	Bin Room Roller Door Repair	<p>Following the installation of roller door guards in the bin room, the roller door now requires rebalancing and lubrication. It is currently producing a loud screeching noise during operation, indicating the need for maintenance to ensure smooth and quiet functionality.</p> <p>Whittles has arranged a maintenance quote from a different provider. A quote request will be issued to change the code on the roller door.</p>	Whittles to engage Capital Doorworks	
7	Pool Chemgen Timer	<p>It was noted that the pool Chemgen timer located in the basement is currently operating during the day. As electricity is cheaper during the evening the EC approved changing the timer to nighttime use only.</p>	Whittles to arrange changeover	
8	Unit 77 Breach	<p>The EC approved correspondence going to unit 77 for breaches to the Alterations Rule. They are to remove the paved area and make good the grass.</p>	Whittles to send notice	
9	Antenna Repair	<p>Following reports of the Common Antenna not working the EC approved a workorder being issued.</p>	Whittles to arrange work order	
<b>COMPLETED</b>				

C1	Building Repaint	Repainting of the building was discussed, with the majority in favour of deferring the works to coincide with the podium repair project.  This approach offers cost efficiencies by utilising the same scaffolding and minimises disruption to residents by consolidating the works.		
C2	Upgrade building intercom and security	The intercom and fob access systems were noted as nearing end of life, with replacement considered beneficial for overall building security and functionality.  The meeting agreed that these systems would be upgraded as part of the broader Podium Repair Project. This approach allows for cost efficiencies through shared contractor mobilisation and infrastructure access (e.g., scaffolding or cabling pathways), while also minimising disruption by consolidating works into a single coordinated project.		
C3	Garage Door Fault	Garage door found not lowering. ACT Doorland has attended		
C4	Graffiti and Rubbish in stairwell	Inside outside called and attended.		
C5	Maintenance and Cleaning Plan	The EC approved the development of a comprehensive maintenance and cleaning plan for the complex.  Whittles developed the document that the EC endorsed.		
<b>ON HOLD</b>				
On hold contains issues to be addressed when other major works such as the Podium Repair Project have been completed.				
H1	Solar power and EV chargers	The meeting discussed the potential to take advantage of government interest-free loans to install solar power systems and EV charging infrastructure within the complex.  It was noted that such upgrades would offer long-term cost savings, enhance environmental sustainability, and future-proof the building in anticipation of likely policy changes mandating solar and EV charging capability in multi-residential developments.  While the committee acknowledged the strategic benefits of proceeding with these upgrades, it was agreed to place the initiative on hold for the time being, pending completion of the Podium Repair Project and a clearer understanding of financial capacity.		
H2	Full building Clean	Several areas around the complex were identified as requiring cleaning and maintenance attention. This includes pressure cleaning of the carpark and bin rooms, window cleaning, tile scrubbing, and carpet cleaning in common areas. However, it was agreed that these tasks will be placed on hold until a new cleaning and maintenance team is appointed.  Pricing for these services will be sought as part of the upcoming tender process to ensure cost effectiveness and service quality.		
H3	House Rules Update	The House Rules will be reviewed and updated prior to the upcoming AGM to improve clarity and reflect current operational needs.  The revised version will include the following key additions and updates: -Policy allowing the Executive Committee to rent out unused Body Corporate car park spaces in the basement -Updated policy regarding installation and use of basement storage sheds -Updated policy on the use and placement of security cameras within common property -Clarification of policy related to the use of ground floor disabled car parks -New policy outlining procedures for addressing breaches of the House Rules		

H4	Update Sinking Fund Plan	<p>It was agreed that a new Sinking Fund Plan will be commissioned following completion of the podium and building upgrade project.</p> <p>This updated plan will reflect the revised condition of the building and incorporate any new infrastructure or maintenance requirements arising from the completed works, ensuring accurate forecasting of future capital expenditure.</p>		
H5	Dumped items in Basement and Bin Rooms	<p>Removal of dumped goods in the basement carpark, including bicycles, was discussed.</p> <p>A letter will be distributed to residents advising them of the issue, and bikes will be tagged accordingly. Residents will be given a 30-day period to remove their items. If items are not removed within this timeframe, the Executive Committee will arrange for their disposal.</p>	On hold for new Building Manager to complete	

# Minutes of an Executive Committee Meeting

Owners Corporation for UNIT PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Thursday, 3 April 2025		
<b>Meeting Location</b>	Via Microsoft Teams		
<b>Time</b>	05:00 PM	Opened: 05:03 PM	Closed: 06:43 PM
<b>Members Present</b>	R Kadi K Midgley M Power P Taylor – Tolomeran Pty Ltd		
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson – Whittles Canberra Pty Ltd		
<b>Apologies</b>	A Connah B Medway		

**Item 1****Registration of Attendance and Apologies**Quorum was obtained in accordance with the *Unit Titles (Management) Act 2011*.**Item 2****Determination of Quorum**A quorum was present in accordance with the *Unit Titles (Management) Act 2011*.**Item 3****Declaration of Interest**

No conflicts of interest were declared.

**Item 4****Confirmation of Previous ECM Minutes**

The minutes of the previous Executive Committee Meeting held on 26/11//24 were confirmed.

**Item 5a**

**House Rules Review – Storage Sheds**

P Taylor had circulated draft rules ahead of the meeting. No feedback was received prior. M Power raised security concerns and suggested removing location-specific information. K Midgley and P Taylor supported this, agreeing the rules should be made less specific to enhance security.

**Action:** T Rapson to circulate a revised draft of the House Rules incorporating feedback.

**Item 5b**

**Common Area Cleaning**

The Committee expressed ongoing dissatisfaction with the cleaning service quality, highlighted several deficiencies. It was agreed to seek new tenders.

**Action:** T Rapson to obtain new cleaning and gardening service tenders.

**Item 5c**

**Bird Proofing**

T Rapson confirmed bird removal had been carried out, but one nest remains in the ground floor basement vent, as reported by M Power.

**Action:** T Rapson to issue a work order for removal of the remaining nest.

**Item 5d**

**EV & Solar Proposal – ActewAGL**

The Committee approved the ActewAGL proposal for the combined EV charging and solar system. P Taylor emphasised its benefits, including potential income generation and reduced electricity costs.

**Action:** T Rapson to proceed with approval and implementation of the ActewAGL proposal.

**Item 5e**

**Fob System Audit**

The current system cannot track individual fobs due to worn identifiers. The Committee discussed upgrading to a system that supports online tracking for improved security.

**Action:** T Rapson to obtain quotes for a new online-manageable fob system.

**Item 5f**

**Pool Fence Certification**

T Rapson advised the pool fences had failed recent certification due to insufficient height. Quotes are being sourced for rectification.

**Item 5g**

**Fire Equipment Servicing**

Discussion was deferred to the next Committee meeting.

**Item 5h**

**Podium Level Repairs**

The Committee discussed the recent meeting with Peak Consulting. An amendment to the scope of works is pending.

**Item 6**

**CCTV Cameras**

The Committee raised concerns regarding inadequate CCTV coverage in Building 1. The Committee agreed to revisit camera placement and improve monitoring in key areas.

**Action:** T Rapson to organise a site walk-through with Crimtech and Committee members to identify optimal camera locations.

**Item 7**

**AGM Notice Review**

The draft AGM notice was reviewed. The Committee agreed to include a special levy for podium repairs, with annual reassessment. M Power recommended conditional approval for 12 months. K Midgley raised concerns with the current sinking fund forecast and suggested commissioning a new plan once cost estimates are finalised.

Additionally, intercom upgrades were identified as a priority item under the sinking fund plan.

**Action:** T Rapson to obtain quotes for a new intercom system and request the vendor to assess and comment on the current system's condition.

**Action:** Special levy to be included in the AGM agenda for approval by owners.

**Item 8**

**Other Business**

**Insurance Policy** The Committee reviewed renewal quotes and selected Longitude due to better coverage and a more competitive rate compared to CHU. The switch is expected to reduce annual premium costs.

**Action:** T Rapson to confirm acceptance with MGA Insurance Brokers.

**Facilities Management** The Committee discussed hiring a building manager to oversee maintenance and security matters. T Rapson will gather quotes for both periodic and on-call services.

**Action:** T Rapson to obtain quotes from building management companies.

**Bike Audit** K Midgley and Alan noted the presence of abandoned bikes. The Committee agreed to conduct a building-wide bike audit.

**Action:** T Rapson T Rapson to coordinate a bike audit and removal of abandoned bicycles.

**Bin Room Security** Concerns were raised over bin room security, particularly at Redfern Street. Auto-closing doors and protective installations were discussed. T Rapson confirmed a work order had been issued to Lochleigh Enterprises for protective installations. The Committee also requested automation of the roller door.

**Action:** T Rapson to obtain a quote from ACT Doorland to make the Redfern Street roller door self-closing.

**Action:** T Rapson to follow up on issued work orders to Lochleigh Enterprises.

**Maintenance Tracking** A portal-based maintenance tracker was requested to monitor progress and due dates of tasks.

**Action:** T Rapson to implement a maintenance tracker visible to the Committee via the portal.

**Meeting Frequency** To manage the number of outstanding items, the Committee agreed to hold quarterly Executive Committee meetings moving forward.

# 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 3992

**A2** Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 17/12/2025

*Tick applicable box, or both boxes if applicable:*

Regularly Convened  Convened after

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3). **adjournment** The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

**A3** Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
17/12/2025	See attached Minutes

**A4** Owners corporation declaration

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

Date: 17/12/2025  
\_\_\_\_\_



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** **General Information**

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

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

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

*Reduced quorum decisions made at regularly-convened general meetings*

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

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

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

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

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

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

# Minutes of the General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 3992

<b>Meeting Date</b>	Wednesday, 17 December 2025		
<b>Meeting Location</b>	Canberra Southern Cross Club Jamison, Cnr Catchpole &, Bowman St, Macquarie, ACT, 2614		
<b>Time</b>	06:00 PM	Opened: 06:00 PM	Closed: 07:00 PM
<b>Lots Represented</b>	00003	R Kadi	Owner present
	00012	Tolomeran Pty Ltd	Owner present
	00016	J Drury & M O'Meara	Owner present
	00019	M Power	Owner present
	00024	S Samarajeewa & R Samarajeewa	Owner present
	00026	R Devi & V Singh	Owner present
	00029	K Midgley	Owner present
	00030	A Connah & J Connah	Owner present
	00032	A Betts	Owner present
	00048	D Swift (non-financial)	Owner present
	00049	C Tomkins	Owner present
	00051	B Medway & N Medway (non-financial)	Owner present
	00052	J Pearce	Owner present
	00054	M Betts	Owner present
	00057	J Arentz & A Arentz	Owner present
	00058	K Jacobsen	Owner present
	00060	S Banning	Owner present
	00062	B Evans	Proxy present
	00068	Tolomeran Pty Ltd	Owner present
	00073	Anderson Wilcox Pty Ltd	Owner present
<b>By Proxy</b>	00062	R Evans	Proxy Name: B Evans
<b>Chairperson</b>	Tolomeran Pty Ltd		
<b>Additional Attendees</b>	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd		

Item 1		
<b>Introduction</b>		
<p>The purpose of this meeting is to consider and approve urgent rectification works to the podium deck, along with the appointment of the contractor, certifier and the associated special levy required to fund the repairs.</p> <p>The podium structure has developed significant and worsening water ingress. Water is penetrating through the podium tiles into the substrate, causing tiles to lift, crack, and become hazardous. The leaks are not contained at podium level, they are tracking into commercial tenancies, residential lots, the carpark, building walls, and elements of the electrical infrastructure. This has already resulted in visible efflorescence on the external façade and presents an ongoing risk of structural deterioration, electrical hazards, and broader building compliance issues.</p> <p>These are not cosmetic concerns. If left unresolved, the damage will escalate, potentially compromising the building’s structural integrity, increasing insurance complications, and ultimately affecting property values and lender confidence. As the Owners Corporation is legally obligated to maintain the building in good order, the Executive Committee has determined that these works cannot be delayed.</p> <p>After extensive investigation, including independent consulting advice, invasive testing, and a review of multiple repair methodologies, the EC has identified the most cost-effective and least disruptive viable solution. The proposed contractor and scope of works represent the only practical option that fully addresses the waterproofing failures.</p> <p>This meeting therefore seeks owners’ approval to engage the recommended builder, a certifier and to strike a special levy to fund the works. These repairs will protect the long-term value, safety, and structural performance of the complex.</p>		

Motion 2				
<b>Building Quote Approval</b>	<b>Ordinary Resolution</b>			
<p>That the Owners Corporation approves the engagement of <b>PMG Render &amp; Remedial</b> to carry out the podium deck waterproofing and repair works at a contract value of <b>\$958,100</b> (inc GST), in accordance with the scope of works provided.</p>				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 3				
<b>Certifier Engagement</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation authorises the Executive Committee to appoint a suitably qualified <b>building certifier or independent inspector</b> to monitor the podium deck repair works, ensuring that all works are completed in accordance with the approved scope, industry standards, and building code requirements.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Motion 4				
<b>Project Budget and Special Levy</b>	<b>Ordinary Resolution</b>			
That the Owners Corporation approves a project budget of <b>\$1,000,000</b> for the podium deck waterproofing and repair works, and that a <b>one-off special levy</b> be raised to fund this project. The special levy will be apportioned to all lot owners according to unit entitlements and will be due and payable on <b>28 February 2026</b> .				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 16	No: 0	Abs: 0	Inv: 2

<b>Invalid Vote Reasons</b>
2 invalid vote(s) - 2x Non-financial

Owners can update their personal details anytime via the **Whittles Owner Portal** at [www.whittles.com.au](http://www.whittles.com.au)

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

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

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

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

# LEVY RAISER

THE OWNERS UNIT PLAN NO 3992  
 MYSTERE  
 117 REDFERN STREET  
 MACQUARIE ACT 2614

## LEVY AWAITING APPROVAL

Printed: 17/12/2025

Total Lot Entitlement 10000  
 Number of Lots 77  
 Due date 28/02/26

- Print in-house
- Send accounts with next contribution, due 01/04/26
- Return to Manager
- Account to be sent with next month's contribution run
- Post

SPECIAL LEVY - \$17500

## Podium Rectification Levy

Lot Number	UEV	Contribution	Contribution (incl. GST)
74	75	\$6,818.18	\$7,500
69	77	\$7,000.00	\$7,700
75	82	\$7,454.54	\$8,200
70, 73	85	\$7,727.27	\$8,500
71	92	\$8,363.63	\$9,200
72	105	\$9,545.45	\$10,500
64	109	\$9,909.09	\$10,900
67	113	\$10,272.72	\$11,300
1, 2, 3, 6, 7, 24, 25, 28, 29, 46, 47	116	\$10,545.45	\$11,600
9, 10, 11, 14, 15, 32, 33, 36, 37, 52, 53	118	\$10,727.27	\$11,800
4, 5, 26, 27, 48	120	\$10,909.09	\$12,000
12, 13, 17, 18, 21, 34, 35, 40, 43, 54, 58, 59	121	\$11,000.00	\$12,100
19, 20, 41, 42, 60	125	\$11,363.63	\$12,500
63, 65, 66, 68	127	\$11,545.45	\$12,700
8, 23	154	\$14,000.00	\$15,400
16, 31	158	\$14,363.63	\$15,800

49	160	<i>\$14,545.45</i>	<i>\$16,000</i>
22, 39	161	<i>\$14,636.36</i>	<i>\$16,100</i>
55	162	<i>\$14,727.27</i>	<i>\$16,200</i>
61	164	<i>\$14,909.09</i>	<i>\$16,400</i>
50	165	<i>\$15,000.00</i>	<i>\$16,500</i>
56	167	<i>\$15,181.81</i>	<i>\$16,700</i>
62	169	<i>\$15,363.63</i>	<i>\$16,900</i>
30, 38, 51, 77	179	<i>\$16,272.72</i>	<i>\$17,900</i>
44, 45, 57	185	<i>\$16,818.18</i>	<i>\$18,500</i>
76	214	<i>\$19,454.54</i>	<i>\$21,400</i>
<b>ONCE-OFF</b>		<i>\$909,090.88</i>	<i>\$1,000,000.00</i>

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Giorgia Fiorenza Julian

# Minutes of an Executive Committee Meeting

Owners Corporation for UNIT PLAN NO 3992 "Mystere"

<b>Meeting Date</b>	Tuesday, 26 November 2024		
<b>Meeting Location</b>	Via Microsoft Teams		
<b>Time</b>	05:00 PM	Opened: 05:03 PM	Closed: 06:43 PM
<b>Members Present</b>	R Kadi K Midgley M Power P Taylor – Tolomeran Pty Ltd		
<b>Chairperson</b>	P Taylor		
<b>Additional Attendees</b>	T Rapson – Whittles Canberra Pty Ltd		
<b>Apologies</b>	A Connah B Medway		

## Item 2

### Determination Of Quorum

Quorum was obtained in accordance with the *Unit Titles (Management) Act 2011*.

## Item 3

### Declaration of Interest

No interests were declared.

## Item 4

### Election of Office Bearers' Positions

P Taylor was elected Chairperson, and Whittles Canberra was delegated the positions of Secretary and Treasurer.

## Item 5

### Previous Meeting Minutes

The minutes of the previous Executive Committee Meeting held on 29/02/24 were confirmed.

**Item 6a**

**House Rules Review – Storage Sheds**

The Committee discussed the current rules regarding storage sheds and identified the need for amendments to address recurring issues. Drafting of new rules was agreed upon, with a view to presenting these at the next AGM.

**Action:** T Rapson to circulate the current storage shed rules for review.

**Item 6b**

**Common Area Cleaning**

Persistent issues with the cleaning contractor, Inside Outside Facilities Services, were raised, specifically inadequate elevator cleaning. The contractor's performance was deemed unsatisfactory.

**Action:** T Rapson to advise the contractor that they're on notice for failing to fulfill the contract.

**Item 6c**

**Bird Proofing**

The Committee reviewed bird-proofing progress and noted ongoing issues. The installation of a bird box to redirect birds from ventilation systems is still under consideration. The scheduled bird shooting date remains pending, and Unit 1 continues to experience bird-related problems, requiring a new external vent. Additionally, protected bird species have been identified, meaning they cannot be included in the shooting program.

**Action:** T Rapson to obtain a quote for the installation of a bird box.

**Action:** T Rapson to arrange for the installation of a compliant external vent at Unit 1.

**Item 6d**

**Landscaping for Planter Boxes**

The landscaping project for the planter boxes in the upper basement was discussed. Due to poor lighting and the risk of vandalism, the Committee decided the project would not yield sufficient benefits and deferred further action.

**Item 6e**

**Breach of Default Rules – Unit 21**

Several issues concerning Unit 21 were raised. The repair of the unit's door was noted as substandard, and confirmation from FS Solutions on its fire compliance is still pending. Parking violations by the resident, including the improper use of EV charging spaces and obstructing access for others, were also discussed.

**Action:** T Rapson to follow up with FS Solutions to confirm fire compliance for Unit 21's door.

**Action:** T Rapson to continue addressing parking violations with ACT Housing to resolve misuse of EV charging spaces and access obstructions.

**Item 6f**

**EV & Solar Proposal – ActewAGL**

The Committee discussed the EV and solar proposal but decided to defer the decision until further information is obtained regarding podium repairs and the potential separation of contracts. Additionally, the 12-month interest-free repayment plan will need to be considered when evaluating the separation of contracts.

**Action:** Obtain further details on podium repairs and the potential separation of contracts, including consideration of the 12-month interest-free repayment plan.

**Item 7**

**Podium Level Repairs**

The Committee agreed to investigate alternative solutions to those presented in the recent tender by Peak Consulting.

**Item 8**

**Fob System Audit**

An audit of the fob system was proposed to identify and deactivate unauthorised fobs that may pose a security risk.

**Action:** T Rapson to organise the audit and liaise with the security company for necessary assistance.

**Item 9**

**Pool Fence Certification**

The quote from ACT Certification for pool fence compliance testing and certification was approved.

**Item 10**

**Fire Equipment Servicing**

This item was deferred to the next Executive Committee Meeting.

**Item 11**

**Other Business**

**CCTV Cameras**

The Committee discussed the addition of CCTV coverage to improve security, agreeing to use a single camera as a trial to assess its effectiveness before proceeding with further installations. In addition, P Taylor will circulate a draft policy for the Committee's consideration. The policy will address privacy concerns, specifically who can access the footage and for what purposes, ensuring that privacy is proactively managed.

**Action:** P Taylor to contact the contractor for an updated quote. If the quote is under \$5,000, it will be automatically approved.

**Action:** P Taylor to circulate a draft policy addressing privacy issues related to CCTV footage.

**Hand Rail and Bin Room Repairs**

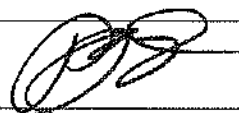
The quote from Lochleigh Enterprises to install walkway handrails, bin room guard rails, and complete minor bin upgrades was approved.

**Abandoned Bike**

The Committee discussed the issue of abandoned bikes in the basement and agreed to implement storage rules.

**Action:** T Rapson is to arrange the removal of an identified abandoned bike.

## STRATA MANAGEMENT AGREEMENT

<b>THE OWNERS – UNITS PLAN 3992</b> ABN 75 517 376 219		<b>Owners Corporation Mystere</b> Address: 117 Redfern St, Macquarie	
<b>NAME OF AGENT: Whittles Canberra Pty Ltd (trading as Whittles)</b> ABN: 39634756031      Address Unit 43 / 2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
<b>PARTICULARS:</b>			
Commencement Date	19th March 2024		
Initial Term	36 months		
Management Fee	\$29,183.00	Ex GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	3992		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
<b>EXECUTED BY:</b>			
<b>Owners Corporation</b>			
The common seal of the Owners Corporation was affixed on: in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature		Signature	
Name		Name	
Position	Chairperson	Position	
<b>Agent</b>			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager	Signature Name		
JACQUELINE CAVANAGH 			

## 1 DEFINITIONS

In this Agreement:

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

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

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

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

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

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

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

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

**Office Hours** means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

**Standard Work** means:

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

provided however:

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

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

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

## 2 WARRANTIES AND ACKNOWLEDGEMENT

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

## 3 APPOINTMENT OF THE AGENT

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

## 4 TERM OF APPOINTMENT

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

## **5 DUTIES OF THE AGENT**

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

## **6 DUTIES OF THE OWNERS CORPORATION**

The Owners Corporation will:

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

## **7 THIRD PARTY CONTRACTORS**

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

## **8 PAYMENT OF FEES**

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

## **9 TERMINATION**

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

## 10 DISCLOSURE

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

## 11 LIMITATION AND INDEMNITY

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

## 12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

## 13 WORK HEALTH & SAFETY

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

## **14 GST**

- ~~a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.~~
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

## **15 NOTICES**

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

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

## **17 SERVICE CONTRACTORS**

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

## SCHEDULE A – AGREED SERVICES

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

### ACCOUNTING

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

### INSURANCE

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

### SECRETARIAL

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

### MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

### RULES

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

## REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

### ATTACHMENT – A

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

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

Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

## **SCHEDULE B – ADDITIONAL SERVICES**

### **EXECUTIVE COMMITTEE MEETINGS**

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

### **GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING**

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

### **REPAIRS AND MAINTENANCE**

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

### **INSURANCE**

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

### **RULES**

- Issuing and serving notice to comply with the rules.

### **ACCOUNTING**

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

### **UNIT TITLE CERTIFICATES**

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

### **GENERAL**

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

### SCHEDULE C – ADDITIONAL SERVICES RATES

#### Additional Service Rates - Professional & Administration Fees\*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10.	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11.	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13.	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14.	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15.	Public Officer Compliance	\$165.00	GST Registered groups only
16.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 <sup>st</sup> Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the owner's unit plan no: ==  
Date:==

## SCHEDULE D – DISCLOSURE SCHEDULE

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1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd  
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
  - (a) Name of Company:  
MGA Insurance Brokers Pty Ltd  
ABN 29 008 096 277  
Relationship: Various Common Shareholders
  - (b) Name of Company:  
Millennium Underwriting Agencies Pty Ltd  
ABN 38 079 194 095  
Relationship: Various Common Shareholders
  - (c) Name of Company  
Swiftaccess Pty Ltd  
ABN 19 165 827 565  
Relationship: Various Common Shareholders
  - (d) Name of Company  
Swift Collect Pty Ltd  
ABN 29 603 339 304  
Relationship: Various Common Shareholders
  - (e) Name of Company  
Strata Utility Networks Australia Pty Ltd  
ABN 91 624 286 620  
Relationship: Various Common Shareholders



## Certificate of Insurance

ABN 29 008 096 277

Units Plan 3992  
C/- Whittles Canberra  
PO Box 3208  
WESTON ACT 2611

**Date:** 14.04.2026  
**Invoice No:** I4985146

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

**Class** Residential Strata/Community Corporation

**Insurer** Longitude Insurance Pty Ltd  
PO Box 1813  
NORTH SYDNEY NSW 2059

**Period** 15.04.2026 to 15.04.2027

**Policy No.** LNG-STR-20353091

### Important Notice

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

### Disclaimer

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

# MGA Insurance Brokers Pty Ltd

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

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 3992  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

The Proprietors of Unit Plan 3992

**SITUATION:**

117 Redfern Street, MACQUARIE ACT 4614

**INTEREST INSURED:**

Building Sum Insured	\$	42,446,250
Common Contents Sum Insured	\$	424,463
Loss of Rent/Temporary Accommodation	\$	6,366,938
Catastrophe/Emergency Cover		<b>Not Insured</b>
Flood		<b>Insured</b>
Storm Surge		Insured
Glass		Insured
Theft		Insured
Public Liability	\$	50,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	1,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	30,000
Appeal expenses - common property health and safety breaches	\$	150,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Paint and Wallpaper (NSW & ACT only)		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

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## COVERAGE SUMMARY

Units Plan 3992  
Residential Strata/Community Corporation

### EXCESS:

Standard Excess	\$	2,000
Water Damage / Burst Pipes* (each and every Claim)	\$	7,500
Flood Excess	\$	2,000
Storm Surge Excess	\$	2,000
Public Liability Excess	\$	2,000
Voluntary Workers Excess		7 Days
Fidelity Excess	\$	2,000
Office Bearers Liability Excess	\$	2,000
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	500
Appeal Expenses Excess	\$	500
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

\* Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids.

Storm Surge - cover granted if Storm Surge is caused by and immediately follows a named tropical cyclone, We will pay for loss, destruction or damage to Your Building and Common Contents as a result of Storm Surge. The maximum We will pay is \$2,000,000 or the Sum Insured for Buildings shown in Your Schedule, whichever is the lesser, any one Event and in the aggregate for all Events in the Period of Insurance.

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

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

### UNDERWRITING INFORMATION:

Year Built	2014
Primary Wall Construction	Concrete
Secondary Wall Construction	Concrete
Roof Construction	Tin / Iron
Floor Construction	Concrete
Aluminium Composite Panels	No
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	Yes
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	Yes
Number of Units	77

# MGA Insurance Brokers Pty Ltd

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

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 3992  
Residential Strata/Community Corporation

Number of Levels	4
Number of Basements	1
Number of Lifts	3
Number of Pools/Spas	1
Number of Gyms	1
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %

**Additional Construction Comments:**

Ground floor comprises parking, commercial tenancies and pool/gym areas only.

Residential units are located on floors 1-3.



## Certificate of Insurance

ABN 29 008 096 277

Units Plan 3992  
C/- Whittles Canberra  
PO Box 3208  
WESTON ACT 2611

**Date:** 24.03.2026  
**Invoice No:** I4974527

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

**Class** Workers Compensation - EDI

**Insurer** CGU Australia Pty Ltd  
GPO Box 1574  
CANBERRA CITY ACT 2601

**Period** 15.04.2026 to 15.04.2027

**Policy No.** O/24-5559

### Important Notice

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

### Disclaimer

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

# MGA Insurance Brokers Pty Ltd

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

Phone: 02 6132 4400  
PO Box 9160  
DEAKIN ACT 2600

## COVERAGE SUMMARY

Units Plan 3992  
Workers Compensation - EDI

### EMPLOYERS' INDEMNITY INSURANCE

INSURED: Unit Plan 3992  
TRADING AS: Unit Plan 3992  
LOCATION: Mystere 117 Redfern Street MACQUARIE ACT 2614  
REGISTERED FOR GST: NO

DETAILS FOR: Unit Plan 3992  
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	G/Employees	1
			=====
TOTAL			1
			=====

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

NB: Premium includes any applicable levies.



# Insurance Valuation

117 Redfern Street  
Macquarie ACT 2614

## **Egan National Valuers (ACT)**

*Brisbane • Canberra • Melbourne • Sydney*

27 Murray Crescent

Griffith, ACT. 2603

**Phone** 02 6232 7555

**[eganvaluers.com.au](http://eganvaluers.com.au)**



117 Redfern Street, Macquarie ACT 2614

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## EXECUTIVE SUMMARY

### CLIENT/INSTRUCTIONS

<b>Instructing Party</b>	Rebecca Schenk of Whittles Strata Partners on behalf of Owners Corporation 3992.
<b>Client Reference</b>	Owners Corporation 3992.
<b>Purpose</b>	Insurance replacement purposes.
<b>Interest Valued</b>	Replacement value.
<b>Basis of Valuation</b>	Replacement cost new of the development.

### PROPERTY DETAILS

<b>Description of Property</b>	Currently erected on this corner site is an early 2010's built, mid-rise, mixed-use development comprising 830sqm of commercial space on split level ground floor, sixty eight (68) residential units on three additional floors, a two-level carpark and communal areas. Residential units have an internal area between approximately 60sqm and 130sqm.
<b>Title Details</b>	(UP 3992, Block 15, Section 48) known as 117 Redfern Street, Macquarie ACT 2614.
<b>Purpose</b>	Assess the current insurable value of the property.

### Valuation

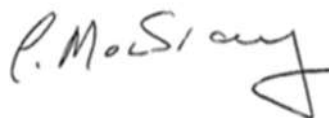
<b>Date of Inspection</b>	8 April 2024
<b>Date of Valuation</b>	8 April 2024
<b>Insurance Value</b>	<b>\$38,500,000</b> <b>(Thirty Eight Million Five Hundred Thousand Dollars)</b> <b>GST inclusive</b>

#### Valuer



Nicolas Leslé, AAPI  
Certified Practising Valuer  
Australian Property Institute  
Member No. 67313

#### Co-Signatory



Carolyn Mowbray, FAPI  
Certified Practising Valuer  
Fellow, Australian Property Institute

#### Conditions

Whilst not having inspected the subject property, I the counter signatory, acting in the capacity as a Supervising Member, have reviewed the draft Valuation Report and working papers, and based upon that review and questioning of the Primary Valuer (as appropriate), I am satisfied that there is a reasonable basis for the valuation process undertaken and the methodology adopted by the Primary Valuer.

All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.

## Assumptions, Conditions and Limitations

1. This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements and factors specific to the particular property). We do not accept responsibility or liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume responsibility or accept liability where the valuation is relied upon after the expiration of 90 days from the date of the valuation or such earlier date if you become aware of any factors that have an effect on the valuation.
2. It is assumed that no significant event occurs between the date of inspection and the date of valuation that would impact on the value of the subject property.
3. This valuation has been prepared on specific instructions from the instructing party detailed within this report for the specific purpose detailed within this report. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. Neither the whole of the report, nor any part of reference thereto, may be published in any document, statement or circular or in any communication with third parties without prior written approval of the form and context in which it will appear. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought. Egan National Valuers (ACT) and the individual valuers involved in the preparation of this valuation do not have pecuniary interests in the subject property that would conflict with the valuation of the property.
4. This valuation was completed on the basis that all buildings and improvements on the property, are in full compliance with all relevant planning and building regulations in force at the time of construction. This includes adherence to all planning and building permits issued (as applicable), and a Certificate of Occupancy having been issued if relevant.

# 1 INTRODUCTION

## 1.1 Client Details & Instructions

We have been instructed by Rebecca Schenk of Whittles Strata Partners, on behalf of Owners Corporation 3992, to determine the insurable replacement value of the improvements at 117 Redfern Street, Macquarie ACT 2614.

We attach a copy of the Letter of Instruction, refer Appendices.

## 1.2 Certification

We hereby certify that the valuer has no interest, financial or otherwise, in the property subject to appraisal.

## 1.3 Date of Valuation

The date of valuation is 8 April 2024, based on our inspection of the subject property as at that date.

## 1.4 Basis of Valuation

### **Insurance Assessment**

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

## 2 LEGAL DESCRIPTION

### 2.1 Title Details

Units Plan 3992, a subdivision under the Units Title Act of Block 15, Section 48, Division of Macquarie.

### 2.2 Identification

The subject property has been identified by on-site inspection, Units Plan, ACT Government Web Site and Building Plans.



Image courtesy of ACTmapi

## 3 SITE DESCRIPTION

### 3.1 Site Area

An irregular shaped, medium density, corner block located at the intersection of two main roads, Binduri Street and Redfern Street, and a side street, Wiseman Street. The site area is approximately 3,410 square metres.

### 3.2 Topography and Aspect

The site has a southern frontage at street level and gently falls to the northern boundary.

### 3.3 Services

The following services are available and connected to the property:

- Mains water supply
- Reticulated sewerage
- Gas
- Telephone
- Electricity

### 3.4 Environmental Issues

#### Soil Contamination

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

## 4 IMPROVEMENTS

### 4.1 General Description

An inspection of all readily accessible parts of the improvements and property has been completed.

Currently erected on this corner site is an early 2010's built, mid-rise, mixed-use development comprising 830sqm of commercial space on split level ground floor, sixty (68) residential units on three additional floors, a two-level carpark and communal areas. Residential units have an internal area between approximately 60sqm and 130sqm. Heating and cooling are by owners. Please note that some units have been upgraded and their description may slightly differ.

### 4.2 Construction

The improvements are more particularly described as follows:

External walls:	Masonry, sheeting and clad
Main floor:	Reinforced concrete
Roof:	Metal, two large glass skylights above under croft carpark
Windows:	Aluminium framed
Internal walls:	Plasterboard

### 4.3 Building Areas

Area	Area in sqm
Residential unit	4,952
Commercial unit	829
Balcony	766
Foyer/corridor	1,251
Basement carpark	2,292
Under croft carpark	1,561
Open area	817
Bin area	109

It must however be noted that a detailed survey of areas has not been commissioned in this regard. Accordingly, we recommend that you obtain a Building Survey from a qualified surveyor. If such further investigations reveal any inaccuracies in the above area calculations, this valuation will require revision. In such event we invite you to resubmit the valuation to us together with a Building Survey for this purpose.

### 4.4 Commercial Units

There are three large commercial areas, each with separate access, which can be subdivided or partitioned into smaller units.

## 4.5 Residential Units

All apartments have:

- Entry, single open plan main living area;
- Adequately equipped open kitchen;
- One, two or three bedrooms, each with a walk-in or built-in robe;
- Most units have a separate store or study;
- Adequately equipped bathroom with shower recess, toilet and vanity/basin (three-bedroom units also have a bathtub);
- Adequately equipped ensuite bathroom (two- and three-bedroom units only), each with shower recess, toilet and vanity/basin;
- Internal laundry;
- Balcony (some units have two);
- Basement single or double carspace.

## 4.6 Photos



## 4.7 Site Improvements

Common property improvements include three lifts, bin enclosures, concrete driveways/path, two large tiled open spaces and landscaping.

## 4.8 Repair and Condition

### Building Alternations and Enhancements

We are not aware of any major building alterations or internal modifications and have based our assessment on replacement cost new of the original development.

### Building Structure

The improvements appear to be in a sound structural condition with a reasonable level of presentation.

We have only carried out an inspection of the exposed and readily accessible areas of the improvements. However, the valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements.

This document is a valuation report and not a structural survey, therefore, we must advise that we have not carried out a detailed structural survey, tested any of the services or unexposed or inaccessible portions of the premises and we have, for the purpose of this valuation, assumed that there are no such defects which would impact upon our valuation and in this respect, no one has brought to our attention any such defects.

#### **Asbestos**

Our valuation assumes the property is not affected by asbestos materials which are likely to have a negative impact on value, however, we are not qualified to comment as to the presence of any such asbestos materials within the property.

#### **Survey**

We have assumed that all improvements are located wholly within the boundaries of the property and do not encroach upon any easements which preclude development. We are not registered surveyors and have not been requested to commission a survey of the location of improvements on the land.

#### **Soil Contamination**

There are no visible signs of contamination to the subject property however, the only way that it could be certified that there is no contamination is by an independent environmental survey by an appropriate expert.

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

## 5 INSURANCE ASSESSMENT

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs, which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

It must be noted that we do not profess to be quantity surveyors. This assessment has been determined on the basis of information as contained within Rawlinsons Australian Construction Handbook and reference to other industry sources. We have not been instructed to commission advice from a quantity surveyor in this regard and therefore advise that the indicated assessment is an estimate only, based on modern equivalent materials and construction technique. We therefore strongly recommend that advice from a quantity surveyor is commissioned in this regard prior to any decision-making process being completed.

Our insurance assessment excludes; unique planning and building requirements, such as requirements for unstable land, current or extinguished existing use rights attaching to the property, and unforeseen escalations in building and other related costs due to the high demand for building materials and labour due to large scale catastrophes and disasters. This assessment is on the basis of a single loss and not in the context of a more widespread catastrophe such as an earthquake, flood, or bushfire.

We have not been provided with an insurance policy document for the subject property nor are we aware of the limit of liability for the insured property.

## 6 INSURANCE CALCULATIONS

<b>117 Redfern Street, Macquarie ACT 2614</b>				
<b>BUILDING COSTS</b>				
<b>Structural Improvements</b>	<b>Area sqm</b>		<b>Rates \$</b>	<b>Total \$</b>
Residential unit	4,952	sq m at	\$2,700	\$13,370,400
Commercial unit	829	sq m at	\$2,000	\$1,658,000
Balcony	766	sq m at	\$1,200	\$919,200
Foyer/corridor	1,251	sq m at	\$1,500	\$1,876,500
Basement carpark	2,292	sq m at	\$1,800	\$4,125,600
Undercroft carpark	1,561	sq m at	\$1,200	\$1,873,200
Open area	817	sq m at	\$500	\$408,500
Bin area	109	sq m at	\$1,200	\$130,800
<b>Other Improvements</b>				
Three lifts				\$480,000
Pool				\$60,000
Skylight panels	35	sq m at	\$1,000	\$35,000
Landscaping	539	sq m at	\$80	\$43,120
Driveway	60	sq m at	\$150	\$9,000
<b>TOTAL BUILDING COSTS (ex GST)</b>				<b>\$24,989,320</b>
<b>ADJUSTMENTS</b>				
Demolition and removal of debris		8.00%	\$1,999,146	\$26,988,466
Professional fees		9.00%	\$2,428,962	\$29,417,428
Increase in costs during initial year		5.00%	\$1,470,871	\$30,888,299
Plus GST		10.00%	\$3,088,830	\$33,977,129
<b>LOSS OF INTEREST</b>				
Planning, approvals and tendering		32	Weeks	
Construction period		130	Weeks	
		<b>162</b>	<b>Total</b>	
Estimated cost of funds		8.50%		
Proportion		13.24%	\$4,498,703	
				<b>TOTAL \$38,475,831</b>
				<b>ROUNDED \$38,500,000</b>
<b>Cost Escalations</b>	Year 1	5%	(Included above)	
	Year 2	5%		
	Year 3	5%		
<b>Loss of rent during reconstruction period:</b>				
829sqm of commercial area at	\$4,783	(average per week) =	\$774,846	(162 weeks)
50 x 1 bed residential units at	\$450	(average per week) =	\$3,645,000	(162 weeks)
12 x 2 bed residential units at	\$550	(average per week) =	\$1,069,200	(162 weeks)
6 x 3 bed residential units at	\$600	(average per week) =	\$583,200	(162 weeks)
<b>Total rent during reconstruction (162 weeks)</b>			<b>\$6,072,246</b>	
(Not included in the above assessment)				

## 7 VALUATION

We are of the opinion that the insurable value of 117 Redfern Street, Macquarie ACT 2614 on the basis set out herein and subject to the comments contained within this report, as at 8 April 2024 for insurance purposes, is as follows:

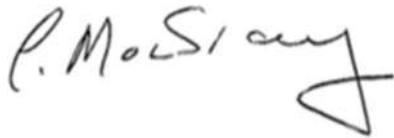
**\$38,500,000**  
**(Thirty Eight Million Five Hundred Thousand Dollars)**  
**GST inclusive**

These values are subject to the details contained within this Valuation Report. The values are provided inclusive of GST and subject to the statement of assumptions, conditions and limitations detailed within the Executive Summary of this report.

### EGAN NATIONAL VALUERS (ACT)



Nicolas Leslé, AAPI  
Certified Practising Valuer  
Australian Property Institute  
Member No. 67313



Carolyn Mowbray, FAPI  
Certified Practising Valuer  
Fellow, Australian Property Institute

5 May 2024

**IMPORTANT:** Whilst not having inspected the subject property, I the counter signatory, acting in the capacity as a Supervising Member, have reviewed the draft Valuation Report and working papers, and based upon that review and questioning of the Primary Valuer (as appropriate), I am satisfied that there is a reasonable basis for the valuation process undertaken and the methodology adopted by the Primary Valuer.

# Appendices



RS Rebecca Schenk <Rebecca.Schenk@whittles.com.au>  
To: Nicolas Lesle  
Cc: Jacqueline Cavanagh <Jacqueline.Cavanagh@whittles.com.au>

📄 🔄 📧 📅 ⋮

Sat 06-Apr-24 8:42 PM



Good Evening Nicolas,  
Hope you are well.  
Please find attached the valuation request for insurance purposes for UP 3992 "Mystere" for your furtehr attention.  
Let me know if you require any further information.  
Kind regards



**Rebecca Schenk | Assistant Manager**  
Unit 43, 2nd Floor 2 King Street Deakin ACT 2800  
P: [02 5131 2800](tel:0251312800) | D: [02 5131 2621](tel:0251312621)  
E: [Rebecca.Schenk@whittles.com.au](mailto:Rebecca.Schenk@whittles.com.au)



Whittles values appropriate behaviour in the workplace and has adopted a zero tolerance to unacceptable behaviour. [Click Here](#) for a copy of the code of conduct.



Whittles supports Allkids, Variety and the Royal Flying Doctor Service of Australia along with a number of other charities through the MGA Whittles Community Foundation. For more information please visit: [www.mgawhittlesfoundation.org.au](http://www.mgawhittlesfoundation.org.au)

# Sinking Fund Plan

## Mystere

**117 Redfern St, Macquarie, ACT 2614**

**Scheme Number: 3992**



***COMPILED BY SIMON VINCENT***

**On 11 November 2020 for the  
15 Years Commencing: 1 February 2021  
QIA Job Reference Number: 151138**

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

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

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E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)

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QIA Group Pty Ltd  
ABN 27 116 106 453

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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

117 Redfern St, Macquarie, ACT 2614

## 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:	\$6.60
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$220,000.00
The proposed Sinking Fund Levy per entitlement is:	\$7.71

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

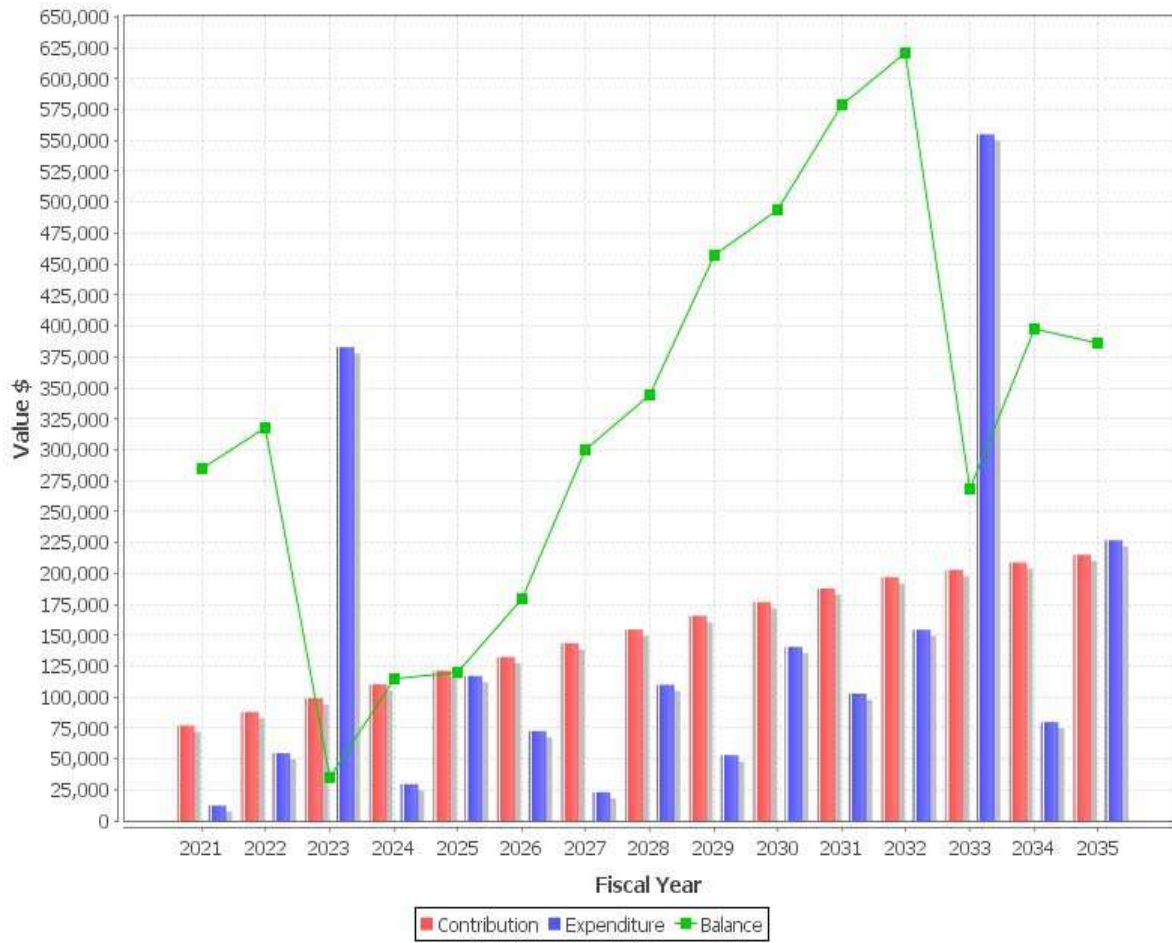
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

## SINKING FUND FINANCIAL SUMMARY

Report Year	Year	Fiscal From	Opening Balance	Income		Expenses	Closing Balance (End of Year)
				Contribution Total P.A.	Contribution per Entitlement		
1		01/02/2021	\$220,000	\$77,077	\$7.71	\$12,415	\$284,662
2		01/02/2022	\$284,662	\$88,154	\$8.82	\$54,652	\$318,163
3		01/02/2023	\$318,163	\$99,231	\$9.92	\$382,798	\$34,596
4		01/02/2024	\$34,596	\$110,308	\$11.03	\$29,711	\$115,193
5		01/02/2025	\$115,193	\$121,385	\$12.14	\$117,083	\$119,495
6		01/02/2026	\$119,495	\$132,462	\$13.25	\$72,520	\$179,437
7		01/02/2027	\$179,437	\$143,539	\$14.35	\$23,104	\$299,872
8		01/02/2028	\$299,872	\$154,616	\$15.46	\$109,904	\$344,584
9		01/02/2029	\$344,584	\$165,693	\$16.57	\$53,051	\$457,226
10		01/02/2030	\$457,226	\$176,770	\$17.68	\$140,599	\$493,397
11		01/02/2031	\$493,397	\$187,847	\$18.78	\$102,886	\$578,358
12		01/02/2032	\$578,358	\$196,924	\$19.69	\$154,580	\$620,702
13		01/02/2033	\$620,702	\$202,832	\$20.28	\$554,931	\$268,603
14		01/02/2034	\$268,603	\$208,917	\$20.89	\$79,918	\$397,602
15		01/02/2035	\$397,602	\$215,184	\$21.52	\$226,796	\$385,990

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2021	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$634
- Capital Replacement - General	\$3,850
<b>BASEMENT</b>	
- Repaint line marking	\$3,399
<b>DRIVEWAY</b>	
- Repaint line marking	\$1,133
<b>RECREATION/INDOOR COMMUNAL AREAS</b>	
- Provision for ongoing replacement of gym equipment	\$2,832
- Maintain toilet/shower fixtures/fittings	\$566
<u>Total Forecast Expenditure for year - February 2021 (Inc GST):</u>	<u>\$12,415</u>
Includes GST amount of :	\$1,129
February 2022	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision for partial podium slab membrane replacement	\$32,676
- Capital Replacement - General	\$3,965
<b>BASEMENT</b>	
- Replace entry gate motor in 2 years	\$4,058
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$583
- Provision to upgrade swipe/card readers	\$5,952
- Provision to replace garbage enclosure keypads	\$2,342

**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$4,201
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision to replace pool pump	\$875
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<u>Total Forecast Expenditure for year - February 2022 (Inc GST):</u>	<u>\$54,652</u>
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Includes GST amount of :	\$4,968
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**February 2023**

Expense Inc GST
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**SUPERSTRUCTURE**

- Repaint building	\$169,482
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- Repaint balcony ceilings	\$32,694
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- Repaint soffits	\$10,097
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- Scaffold/access equip allowance	\$66,110
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- Repaint door face	\$865
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- Provision to replace balustrade/handrail fixings	\$673
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- Capital Replacement - General	\$4,084
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**BASEMENT**

- Repaint bollards	\$1,442
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**DRIVEWAY**

- Provision to replace bin enclosure roller door motors	\$2,404
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**ENTRY FOYER/LOBBIES**

- Repaint walls	\$33,656
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- Repaint ceiling	\$14,905
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- Repaint door face	\$4,928
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**FURNITURE & FITTINGS**

- Provision to replace door closers	\$1,010
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$3,125
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**STAIRWELL**

- Repaint walls	\$11,900
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- Repaint ceiling	\$4,207
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- Repaint handrails	\$2,524
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- Repaint door face	\$3,726
---------------------	---------

**RECREATION/INDOOR COMMUNAL AREAS**

- Replace spa blower/pump in 3 years	\$2,765
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- Replace pool cartridge filters in 3 years	\$300
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- Repaint walls/ceilings	\$11,900
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<u>Total Forecast Expenditure for year - February 2023 (Inc GST):</u>	<u>\$382,798</u>
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Includes GST amount of :	\$34,800
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**February 2024**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$4,207
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$619
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- Provision to upgrade security cameras & associated equipment	\$11,143
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**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$4,457
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**ROOF**

- Maintain metal roof fixings/flashings	\$6,190
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision for ongoing replacement of gym equipment	\$3,095
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Total Forecast Expenditure for year - February 2024 (Inc GST): \$29,711

Includes GST amount of : \$2,701

February 2025	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings \$714
- Provision for partial podium slab membrane replacement \$35,706
- Capital Replacement - General \$4,333

**BASEMENT**

- Maintain/repair entry gate running gear \$1,913

**ENTRY FOYER/LOBBIES**

- Replace carpet/floor covering in 5 years \$60,190

**FURNITURE & FITTINGS**

- Provision to replace garbage enclosure keypads \$2,559

**RECREATION/INDOOR COMMUNAL AREAS**

- Replace water chlorinator in 5 years \$1,913
- Replace pool filters in 5 years \$1,275
- Replace split system air conditioning units in 5 years \$7,651

**PLANT & EQUIPMENT**

- Replace heater unit pump in 5 years \$829

Total Forecast Expenditure for year - February 2025 (Inc GST): \$117,083

Includes GST amount of : \$10,644

February 2026	Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain entry tiles \$1,379
- Capital Replacement - General \$4,463

**ENTRY FOYER/LOBBIES**

- Maintain tiles	\$1,379
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**EXTERNAL WORKS**

- Maintain common pipework	\$3,546
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$657
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- Provision to upgrade swipe/card readers	\$6,699
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- Provision to upgrade intercom systems & associated equipment	\$45,971
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- Provision to replace door closers	\$1,103
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**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$4,728
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**STAIRWELL**

- Maintain tiles	\$1,609
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision to replace pool pump	\$985
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<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>	<u>\$72,520</u>
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Includes GST amount of :	\$6,593
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**February 2027**

Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$758
--	-------

- Capital Replacement - General	\$4,597
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**BASEMENT**

- Provision to replace exhaust/supply fans	\$8,036
--	---------

**ROOF**

- Provision to replace down pipes in 23 years (partial accrual)	\$6,331
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision for ongoing replacement of gym equipment	\$3,382
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<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>	<u>\$23,104</u>
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Includes GST amount of :	\$2,100
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**February 2028**

Expense Inc GST
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**SUPERSTRUCTURE**

- Replace external door/frame	\$1,951
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- Provision for partial podium slab membrane replacement	\$39,017
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- Capital Replacement - General	\$4,735
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**BASEMENT**

- Provision to replace exhaust/supply fans	\$8,277
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- Provision for CO monitor replacement	\$3,066
--	---------

- Replace entry gate motor in 2 years	\$4,845
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**DRIVEWAY**

- Provision to replace bin enclosure roller door motors	\$2,787
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**FURNITURE & FITTINGS**

- Provision to replace outdoor furniture	\$4,180
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- Maintain signage	\$2,090
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- Ongoing partial replacement of exterior lighting	\$697
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- Provision to replace garbage enclosure keypads	\$2,797
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$3,623
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- Install/replace sensors/exit signage/emergency lighting	\$5,016
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**ROOF**

- Maintain metal roof fixings/flashings	\$6,967
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**RECREATION/INDOOR COMMUNAL AREAS**

- Replace spa blower/pump in 3 years	\$3,205
- Maintain tiles	\$1,672
- Replace pool cartridge filters in 3 years	\$348
- Provision to replace gym flooring	\$8,361

**PLANT & EQUIPMENT**

- Replace Zodiac heater unit in 8 years	\$6,271
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Total Forecast Expenditure for year - February 2028 (Inc GST): \$109,904

Includes GST amount of : \$9,991

**February 2029**Expense  
Inc GST**SUPERSTRUCTURE**

- Maintain entry tiles	\$1,507
- Provision to replace balustrade/handrail fixings	\$804
- Capital Replacement - General	\$4,877

**BASEMENT**

- Provision to replace exhaust/supply fans	\$8,525
- Repaint line marking	\$4,306

**DRIVEWAY**

- Repaint line marking	\$1,435
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**ENTRY FOYER/LOBBIES**

- Maintain tiles	\$1,507
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**FURNITURE & FITTINGS**

- Provision to replace door closers	\$1,206
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**ROOF**

- Maintain glass roofing	\$6,889
- Provision for partial balcony membrane replacement	\$19,519

**STAIRWELL**

- Maintain tiles	\$1,758
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**RECREATION/INDOOR COMMUNAL AREAS**

- Maintain toilet/shower fixtures/fittings	\$718
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<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>	<u>\$53,051</u>
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Includes GST amount of :	\$4,823
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**February 2030**

Expense Inc GST
--------------------

**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,023
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$739
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- Provision to upgrade swipe/card readers	\$7,539
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**FIRE PROTECTION SYSTEMS**

- Provision to upgrade Fire Panel & associated detection equipment	\$56,915
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- Provision to replace fire hose reels	\$9,609
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- Install/replace sensors/exit signage/emergency lighting	\$5,322
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision to replace pool pump	\$1,109
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- Provision for ongoing replacement of gym equipment	\$3,696
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- Maintain shower waterproofing	\$4,435
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- Provision to replace toilets/basins	\$1,863
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**PLANT & EQUIPMENT**

- Refurbish lift interiors	\$44,349
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<u>Total Forecast Expenditure for year - February 2030 (Inc GST):</u>	<u>\$140,599</u>
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Includes GST amount of :	\$12,782
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<b>February 2031</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$853
- Provision for partial podium slab membrane replacement	\$42,634
- Capital Replacement - General	\$5,174

**DRIVEWAY**

- Maintain driveway 3% of total	\$4,530
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**FURNITURE & FITTINGS**

- Provision to upgrade security cameras & associated equipment	\$13,704
- Provision to replace garbage enclosure keypads	\$3,056

**ROOF**

- Provision to replace down pipes in 23 years (partial accrual)	\$7,126
- Provision for partial balcony membrane replacement	\$20,708

**RECREATION/INDOOR COMMUNAL AREAS**

- Replace water chlorinator in 5 years	\$2,284
- Maintain tiles	\$1,827

**PLANT & EQUIPMENT**

- Replace heater unit pump in 5 years	\$990
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<u>Total Forecast Expenditure for year - February 2031 (Inc GST):</u>	<u>\$102,886</u>
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Includes GST amount of :	\$9,353
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<b>February 2032</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain entry tiles	\$1,647
- Capital Replacement - General	\$5,329

**ENTRY FOYER/LOBBIES**

- Maintain tiles	\$1,647
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**EXTERNAL WORKS**

- Maintain common pipework	\$4,235
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$784
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- Provision to replace door closers	\$1,317
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**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$5,646
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**ROOF**

- Maintain metal roof fixings/flashings	\$7,842
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**STAIRWELL**

- Maintain tiles	\$1,921
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**PLANT & EQUIPMENT**

- Provision for mechanical upgrade of lifts in 18 years (partial accrual)	\$124,212
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<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>	<u>\$154,580</u>
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Includes GST amount of :	\$14,053
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**February 2033**

Expense Inc GST
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**SUPERSTRUCTURE**

- Repaint building	\$227,770
--------------------	-----------

- Repaint balcony ceilings	\$43,939
----------------------------	----------

- Repaint soffits	\$13,569
-------------------	----------

- Scaffold/access equip allowance	\$88,846
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- Repaint door face	\$1,163
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- Provision to replace balustrade/handrail fixings	\$905
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- Capital Replacement - General	\$5,489
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**BASEMENT**

- Repaint bollards	\$1,938
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**DRIVEWAY**

- Provision to replace bin enclosure roller door motors	\$3,231
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**ENTRY FOYER/LOBBIES**

- Repaint walls	\$45,231
-----------------	----------

- Repaint ceiling	\$20,031
-------------------	----------

- Repaint door face	\$6,623
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$4,200
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- Provision to replace fire hydrant valves	\$8,077
--	---------

**ROOF**

- Maintain glass roofing	\$7,754
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- Provision for partial balcony membrane replacement	\$21,969
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**STAIRWELL**

- Repaint walls	\$15,992
-----------------	----------

- Repaint ceiling	\$5,654
-------------------	---------

- Repaint handrails	\$3,392
---------------------	---------

- Repaint door face	\$5,008
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**RECREATION/INDOOR COMMUNAL AREAS**

- Replace spa blower/pump in 3 years	\$3,715
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- Replace pool cartridge filters in 3 years	\$404
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- Repaint walls/ceilings	\$15,992
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- Provision for ongoing replacement of gym equipment	\$4,038
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<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>	<u>\$554,931</u>
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Includes GST amount of : \$50,448

<b>February 2034</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- |  |          |
|--|----------|
| - Provision for partial podium slab membrane replacement | \$46,588 |
| - Capital Replacement - General                          | \$5,654  |

**BASEMENT**

- |                                       |         |
|---------------------------------------|---------|
| - Replace entry gate motor in 2 years | \$5,785 |
|---------------------------------------|---------|

**FURNITURE & FITTINGS**

- |  |         |
|--|---------|
| - Ongoing partial replacement of exterior lighting | \$832   |
| - Provision to upgrade swipe/card readers          | \$8,486 |
| - Provision to replace garbage enclosure keypads   | \$3,339 |

**FIRE PROTECTION SYSTEMS**

- |   |         |
|---|---------|
| - Install/replace sensors/exit signage/emergency lighting | \$5,990 |
|---|---------|

**RECREATION/INDOOR COMMUNAL AREAS**

- |                                  |         |
|----------------------------------|---------|
| - Provision to replace pool pump | \$1,248 |
| - Maintain tiles                 | \$1,997 |

<u>Total Forecast Expenditure for year - February 2034 (Inc GST):</u>	<u>\$79,918</u>
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Includes GST amount of : \$7,265

<b>February 2035</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- |  |         |
|--|---------|
| - Maintain entry tiles                             | \$1,799 |
| - Provision to replace balustrade/handrail fixings | \$960   |
| - Capital Replacement - General                    | \$5,823 |

**BASEMENT**

- |                                |         |
|--------------------------------|---------|
| - Maintain ventilation ducting | \$3,599 |
|--------------------------------|---------|

**DRIVEWAY**

- Provision to replace garbage enclosure roller doors in 18 years (partial accrual)	\$2,228
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**ENTRY FOYER/LOBBIES**

- Maintain tiles	\$1,799
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**FURNITURE & FITTINGS**

- Provision to replace door closers	\$1,440
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**ROOF**

- Provision to replace guttering in 23 years (partial accrual)	\$11,028
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- Provision to replace down pipes in 23 years (partial accrual)	\$8,020
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- Provision for partial balcony membrane replacement	\$23,307
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**STAIRWELL**

- Maintain tiles	\$2,099
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**RECREATION/INDOOR COMMUNAL AREAS**

- Provision to refurbish pool surface	\$27,592
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- Provision to replace pool fence	\$1,371
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**PLANT & EQUIPMENT**

- Provision for mechanical upgrade of lifts in 18 years (partial accrual)	\$135,730
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<u>Total Forecast Expenditure for year - February 2035 (Inc GST):</u>	<u>\$226,796</u>
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Includes GST amount of :	\$20,618
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## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repair building	\$141,000	2023	10			169482										227770		
- Repair balcony ceilings	\$27,200	2023	10			32694										43939		
- Repair soffits	\$8,400	2023	10			10097										13569		
- Scaffold/access equip allowance	\$55,000	2023	10			66110										88846		
- Maintain entry tiles	\$1,050	2026	3						1379			1507			1647			1799
- Repair door face	\$720	2023	10			865												1163
- Replace external door/frame	\$1,400	2028	15								1951							
- Provision to replace balustrade/handrail fixings	\$560	2021	2	634		673		714		758		804		853			905	960
- Provision for partial podium slab membrane replacement	\$28,000	2022	3		32676			35706			39017			42634				46588
- Capital Replacement - General	\$3,398	2021	0	3850	3965	4084	4207	4333	4463	4597	4735	4877	5023	5174	5329	5489	5654	5823
<b>BASEMENT</b>																		
- Provision to replace exhaust/supply fans	\$5,940	2027	14							8036	8277	8525						
- Repair line marking	\$3,000	2021	8	3399								4306						
- Provision for CO monitor replacement	\$2,200	2028	15								3066							
- Repair bollards	\$1,200	2023	10			1442										1938		3599
- Maintain ventilation ducting	\$2,100	2035	22															
- Maintain/repair entry gate running gear	\$1,500	2025	12					1913										
- Replace entry gate motor in 2 years	\$3,477	2022	6		4058						4845							5785
<b>DRIVEWAY</b>																		
- Provision to replace bin enclosure roller door motors	\$2,000	2023	5			2404					2787						3231	
- Maintain driveway 3% of total	\$2,975	2031	5											4530				
- Provision to replace garbage enclosure roller doors in 18 years (partial accrual)	\$1,300	2035	3															2228
- Repair line marking	\$1,000	2021	8	1133								1435						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>ENTRY FOYER/LOBBIES</b>																		
- Repair walls	\$28,000	2023	10			33656										45231		
- Repair ceiling	\$12,400	2023	10			14905										20031		
- Maintain tiles	\$1,050	2026	3						1379				1507		1647			1799
- Replace carpet/floor covering in 5 years	\$47,200	2025	12					60190										
- Repair door face	\$4,100	2023	10			4928										6623		
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2026	6						3546						4235			
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace outdoor furniture	\$3,000	2028	15								4180							
- Maintain signage	\$1,500	2028	15								2090							
- Ongoing partial replacement of exterior lighting	\$500	2022	2		583		619		657		697		739		784			832
- Provision to upgrade swipe/card readers	\$5,100	2022	4		5952				6699				7539					8486
- Provision to upgrade security cameras & associated equipment	\$9,000	2024	7				11143							13704				
- Provision to upgrade intercom systems & associated equipment	\$35,000	2026	13						45971									
- Provision to replace door closers	\$840	2023	3			1010			1103				1206					1440
- Provision to replace garbage enclosure keypads	\$2,007	2022	3		2342			2559			2797			3056				3339
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to upgrade Fire Panel & associated detection equipment	\$38,500	2030	17										56915					
- Provision to replace fire hose reels	\$6,500	2030	17										9609					
- Provision to replace portable fire extinguishers	\$2,600	2023	5			3125							3623					4200
- Provision to replace fire hydrant valves	\$5,000	2033	20															8077
- Install/replace sensors/exit signage/emergency lighting	\$3,600	2022	2		4201		4457		4728				5016		5646			5990
<b>ROOF</b>																		
- Provision to replace guttering in 23 years (partial accrual)	\$6,435	2035	4															11028

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Maintain metal roof fixings/flashings	\$5,000	2024	4				6190				6967				7842			
- Maintain glass roofing	\$4,800	2029	4									6889				7754		
- Provision to replace down pipes in 23 years (partial accrual)	\$4,680	2027	4									6331						8020
- Provision for partial balcony membrane replacement	\$13,600	2029	2									19519						23307
<b>STAIRWELL</b>																		
- Repair walls	\$9,900	2023	10			11900												15992
- Repair ceiling	\$3,500	2023	10			4207												5654
- Repair handrails	\$2,100	2023	10			2524												3392
- Maintain tiles	\$1,225	2026	3						1609			1758						2099
- Repair door face	\$3,100	2023	10			3726												5008
<b>RECREATION/INDOOR COMMUNAL AREAS</b>																		
- Provision to replace pool pump	\$750	2022	4		875				985				1109					1248
- Replace water chlorinator in 5 years	\$1,500	2025	6					1913						2284				
- Replace pool filters in 5 years	\$1,000	2025	12					1275										27592
- Provision to refurbish pool surface	\$16,100	2035	22															1371
- Provision to replace pool fence	\$800	2035	22															
- Replace spa blower/pump in 3 years	\$2,300	2023	5			2765					3205							3715
- Maintain tiles	\$1,200	2028	3								1672			1827				1997
- Replace pool cartridge filters in 3 years	\$250	2023	5			300					348							404
- Repair walls/ceilings	\$9,900	2023	10			11900												15992
- Provision to replace gym flooring	\$6,000	2028	15								8361							
- Provision for ongoing replacement of gym equipment	\$2,500	2021	3	2833			3095						3696					4038
- Replace split system air conditioning units in 5 years	\$6,000	2025	12					7651										
- Maintain shower waterproofing	\$3,000	2030	17										4435					
- Maintain toilet/shower fixtures/fitings	\$500	2021	8	567								718						
- Provision to replace toilets/basins	\$1,260	2030	17										1863					
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interiors	\$30,000	2030	17										44349					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Provision for mechanical upgrade of lifts in 18 years (partial accrual)	\$79,200	2032	3												124212			135730
- Replace Zodiac heater unit in 8 years	\$4,500	2028	15								6271							
- Replace heater unit pump in 5 years	\$650	2025	6					829						990				
<b>Total</b>				12415	54652	382798	29711	117083	72520	23104	109904	53051	140599	102886	154580	554931	79918	226796
<b>Includes GST amount of</b>				1129	4968	34800	2701	10644	6593	2100	9991	4823	12782	9353	14053	50448	7265	20618

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>SUPERSTRUCTURE</b>																		
- Repair building	\$141,000	2023	10	54833	111310	169482	19868	40333	61412	83122	105485	128518	152242	176677	201846	227770	26702	54204
- Repair balcony ceilings	\$27,200	2023	10	10578	21472	32694	3833	7781	11847	16035	20349	24792	29369	34083	38938	43939	5151	10456
- Repair soffits	\$8,400	2023	10	3267	6631	10097	1184	2403	3658	4952	6284	7656	9070	10525	12025	13569	1591	3229
- Scaffold/access equip allowance	\$55,000	2023	10	21389	43419	66110	7750	15733	23955	32423	41146	50131	59385	68916	78734	88846	10415	21143
- Maintain entry ties	\$1,050	2026	3	213	433	659	892	1132	1379	488	990	1507	533	1082	1647	582	1182	1799
- Repair door face	\$720	2023	10	280	568	865	101	206	314	424	539	656	777	902	1031	1163	136	277
- Replace external door/frame	\$1,400	2028	15	219	445	678	918	1165	1419	1681	1951	163	332	505	684	867	1057	1252
- Provision to replace balustrade/handrail fixings	\$560	2021	2	634	332	673	352	714	373	758	396	804	420	853	446	905	473	960
- Provision for partial podium slab membrane replacement	\$28,000	2022	3	16097	32676	11552	23451	35706	12623	25625	39017	13793	28001	42634	15073	30597	46588	5823
- Capital Replacement - General	\$3,398	2021	0	3850	3965	4084	4207	4333	4463	4597	4735	4877	5023	5174	5329	5489	5654	5823
<b>BASEMENT</b>																		
- Provision to replace exhaust/supply fans	\$5,940	2027	14	1049	2129	3242	4388	5568	6784	8036	8277	8525	856	1738	2647	3583	4547	5540
- Repair line marking	\$3,000	2021	8	3399	484	983	1497	2026	2571	3132	3710	4306	613	1245	1896	2566	3256	3967
- Provision for CO monitor replacement	\$2,200	2028	15	345	700	1066	1442	1831	2230	2642	3066	257	521	794	1074	1363	1661	1968
- Repair bollards	\$1,200	2023	10	467	947	1442	169	343	523	707	898	1094	1295	1503	1717	1938	227	461
- Maintain ventilation ducting	\$2,100	2035	22	194	393	598	810	1027	1252	1483	1721	1966	2218	2478	2746	3022	3306	3599
- Maintain/repair entry gate running gear	\$1,500	2025	12	360	731	1114	1507	1913	192	390	594	804	1020	1243	1472	1709	1952	2203
- Replace entry gate motor in 2 years	\$3,477	2022	6	1999	4058	749	1521	2315	3134	3977	4845	894	1816	2764	3742	4748	5785	1068
<b>DRIVEWAY</b>																		
- Provision to replace bin enclosure roller door motors	\$2,000	2023	5	778	1579	2404	525	1066	1623	2196	2787	609	1235	1881	2546	3231		
- Maintain driveway 3% of total	\$2,975	2031	5	354	718	1093	1480	1878	2288	2710	3145	3593	4055	4530	989	2008	3057	4138
- Provision to replace garbage enclosure roller doors in 18 years (partial accrual)	\$1,300	2035	3	120	243	370	501	636	775	918	1065	1217	1373	1534	1700	1871	2047	2228
- Repair line marking	\$1,000	2021	8	1133	161	328	499	675	857	1044	1237	1435	204	415	632	855	1085	1322

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>ENTRY FOYER/LOBBIES</b>																		
- Repair walls	\$28,000	2023	10	10889	22104	<b>33656</b>	3946	8009	12195	16507	20947	25521	30232	35085	40083	<b>45231</b>	5302	10764
- Repair ceiling	\$12,400	2023	10	4822	9789	<b>14905</b>	1747	3547	5401	7310	9277	11302	13389	15538	17751	<b>20031</b>	2348	4767
- Maintain tiles	\$1,050	2026	3	213	433	659	892	1132	<b>1379</b>	488	990	<b>1507</b>	533	1082	<b>1647</b>	582	1182	<b>1799</b>
- Replace carpet/floor covering in 5 years	\$47,200	2025	12	11337	23014	35042	47430	<b>60190</b>	6047	12275	18690	25297	32103	39113	46333	53770	61430	69319
- Repair door face	\$4,100	2023	10	1594	3237	<b>4928</b>	578	1173	1786	2417	3067	3737	4427	5137	5869	<b>6623</b>	776	1576
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2026	6	548	1113	1694	2293	2910	<b>3546</b>	655	1329	2024	2739	3476	<b>4235</b>	782	1587	2416
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace outdoor furniture	\$3,000	2028	15	470	954	1453	1967	2496	3041	3602	<b>4180</b>	350	711	1082	1465	1859	2265	2683
- Maintain signage	\$1,500	2028	15	235	477	726	983	1248	1520	1801	<b>2090</b>	175	355	541	732	929	1132	1341
- Replace mail boxes in 18 years	\$16,000	2038	25	1280	2598	3955	5354	6794	8277	9805	11379	13000	14670	16389	18161	19985	21864	23800
- Ongoing partial replacement of exterior lighting	\$500	2022	2	287	<b>583</b>	305	<b>619</b>	324	<b>657</b>	343	<b>697</b>	364	<b>739</b>	386	<b>784</b>	410	<b>832</b>	434
- Provision to upgrade swipe/card readers	\$5,100	2022	4	2932	<b>5952</b>	1601	3251	4949	<b>6699</b>	1802	3658	5570	<b>7539</b>	2028	4118	6270	<b>8486</b>	2283
- Provision to upgrade security cameras & associated equipment	\$9,000	2024	7	2663	5407	8233	<b>11443</b>	1788	3631	5528	7482	9495	11568	<b>13704</b>	2200	4465	6799	9202
- Provision to upgrade intercom systems & associated equipment	\$35,000	2026	13	7107	14427	21967	29733	37732	<b>45971</b>	4323	8775	13361	18084	22949	27960	33122	38438	43913
- Provision to replace door closers	\$840	2023	3	327	663	<b>1010</b>	357	724	<b>1103</b>	390	792	<b>1206</b>	426	865	<b>1317</b>	466	946	<b>1440</b>
- Provision to replace garbage enclosure keypads	\$2,007	2022	3	1154	<b>2342</b>	828	1681	<b>2559</b>	905	1837	<b>2797</b>	989	2007	<b>3056</b>	1080	2193	<b>3339</b>	
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to upgrade Fire Panel & associated detection equipment	\$38,500	2030	17	4965	10078	15345	20771	26358	32114	38042	44148	50437	<b>56915</b>	4323	8775	13361	18085	22950
- Provision to replace fire hose reels	\$6,500	2030	17	838	1702	2591	3507	4450	5422	6423	7454	8515	<b>9609</b>	730	1482	2256	3053	3875
- Provision to replace portable fire extinguishers	\$2,600	2023	5	1011	2052	<b>3125</b>	682	1385	2109	2855	<b>3623</b>	791	1606	2445	3310	<b>4200</b>	917	1861
- Provision to replace fire hydrant valves	\$5,000	2033	20	517	1050	1599	2164	2746	3345	3963	4599	5254	5929	6624	7340	<b>8077</b>	543	1102

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Install/replace sensors/exit signage/emergency lighting	\$3,600	2022	2	2069	4201	2196	4457	2329	4728	2471	5016	2622	5322	2781	5646	2951	5990	3130
<b>ROOF</b>																		
- Provision to replace guttering in 23 years (partial accrual)	\$6,435	2035	4	593	1204	1833	2481	3148	3835	4543	5273	6024	6797	7594	8415	9260	10131	11028
- Maintain metal roof fixings/flashings	\$5,000	2024	4	1480	3004	4573	6190	1665	3381	5147	6967	1874	3805	5794	7842	2110	4283	6521
- Maintain glass roofing	\$4,800	2029	4	678	1377	2096	2837	3600	4386	5196	6030	6889	1853	3762	5729	7754	2086	4235
- Provision to replace down pipes in 23 years (partial accrual)	\$4,680	2027	4	826	1677	2554	3457	4387	5344	6331	1703	3458	5265	7126	1917	3892	5925	8020
- Provision for partial balcony membrane replacement	\$13,600	2029	2	1921	3900	5939	8038	10201	12428	14722	17085	19519	10201	20708	10822	21969	11481	23307
<b>STAIRWELL</b>																		
- Repair walls	\$9,900	2023	10	3850	7816	11900	1395	2832	4312	5836	7406	9023	10689	12405	14172	15992	1875	3806
- Repair ceiling	\$3,500	2023	10	1361	2763	4207	493	1001	1524	2063	2618	3190	3779	4386	5010	5654	663	1345
- Repair handrails	\$2,100	2023	10	817	1658	2524	296	601	915	1238	1571	1914	2267	2631	3006	3392	398	807
- Maintain tiles	\$1,225	2026	3	249	505	769	1041	1321	1609	569	1155	1758	622	1262	1921	679	1379	2099
- Repair door face	\$3,100	2023	10	1205	2447	3726	437	887	1350	1828	2319	2826	3347	3885	4438	5008	587	1192
<b>RECREATION/INDOOR COMMUNAL</b>																		
- Provision to replace pool pump	\$750	2022	4	431	875	235	478	728	985	265	538	819	1109	298	606	922	1248	336
- Replace water chlorinator in 5 years	\$1,500	2025	6	360	731	1114	1507	1913	353	717	1091	1477	1875	2284	422	856	1303	1764
- Replace pool filters in 5 years	\$1,000	2025	12	240	488	742	1005	1275	128	260	396	536	680	828	981	1138	1301	1468
- Provision to refurbish pool surface	\$16,100	2035	22	1484	3012	4585	6207	7876	9596	11367	13192	15071	17007	19001	21054	23169	25348	27592
- Provision to replace pool fence	\$800	2035	22	74	150	228	308	391	477	565	655	749	845	944	1046	1151	1260	1371
- Replace spa blower/pump in 3 years	\$2,300	2023	5	895	1816	2765	604	1225	1866	2526	3205	700	1420	2163	2927	3715	4506	5306
- Maintain tiles	\$1,200	2028	3	188	382	581	787	998	1216	1441	1672	591	1200	1827	646	1312	1997	706
- Replace pool cartridge filters in 3 years	\$250	2023	5	97	197	300	66	133	203	274	348	76	154	235	318	404	485	566
- Repair walls/ceilings	\$9,900	2023	10	3850	7816	11900	1395	2832	4312	5836	7406	9023	10689	12405	14172	15992	1875	3806
- Provision to replace gym flooring	\$6,000	2028	15	940	1909	2906	3934	4992	6082	7205	8361	700	1422	2165	2930	3718	4530	5367
- Provision for ongoing replacement of gym equipment	\$2,500	2021	3	2833	1001	2033	3095	1094	2221	3382	1196	2427	3696	1306	2652	4038	5424	6811
- Replace split system air conditioning units in 5 years	\$6,000	2025	12	1441	2925	4454	6029	7651	769	1560	2376	3216	4081	4972	5889	6835	7808	8811

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Maintain shower waterproofing	\$3,000	2030	17	387	785	1196	1619	2054	2502	2964	3440	3930	4435	337	684	1041	1409	1788
- Maintain toilet/shower fixtures/fittings	\$500	2021	8	567	81	164	250	338	429	522	619	718	102	208	316	428	543	661
- Provision to replace toilets/basins	\$1,260	2030	17	163	330	502	680	863	1051	1245	1445	1651	1863	141	287	437	592	751
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interiors	\$30,000	2030	17	3869	7853	11957	16185	20539	25024	29643	34401	39301	44349	3368	6838	10411	14092	17883
- Provision for mechanical upgrade of lifts in 18 years (partial accrual)	\$79,200	2032	3	8752	17767	27052	36616	46467	56613	67064	77828	88915	100335	112097	124212	43913	89143	135730
- Replace Zodiac heater unit in 8 years	\$4,500	2028	15	705	1432	2180	2950	3744	4562	5404	6271	525	1066	1624	2198	2789	3398	4025
- Replace heater unit pump in 5 years	\$650	2025	6	156	317	483	653	829	153	311	473	640	813	990	183	371	565	764
<b>TOTAL ACCRUALS</b>				204812	367136	198802	301772	320129	378655	487097	520362	613603	624428	672670	674255	311604	426487	382680

\* 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.

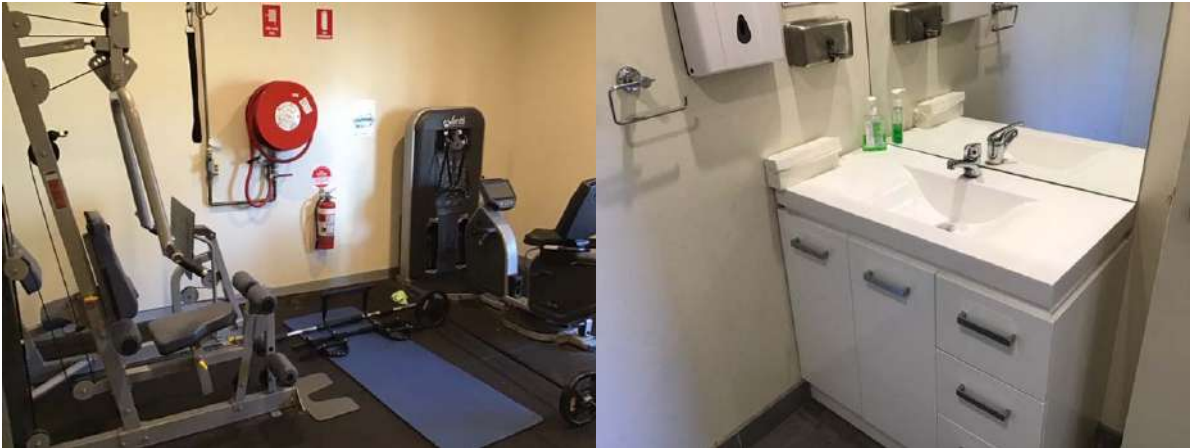
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

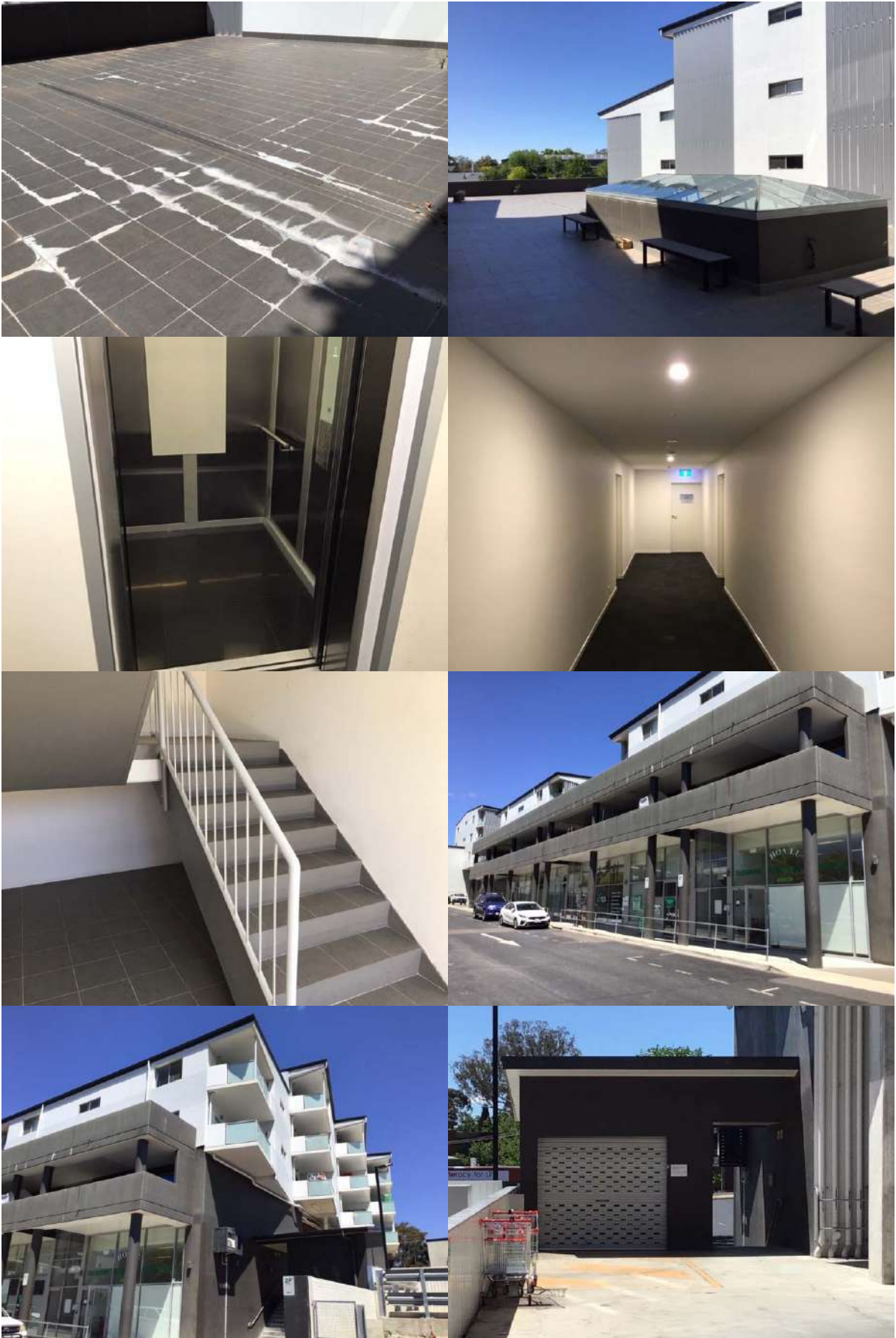
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.







# Multi-unit residential

## Building maintenance guide

September 2018



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

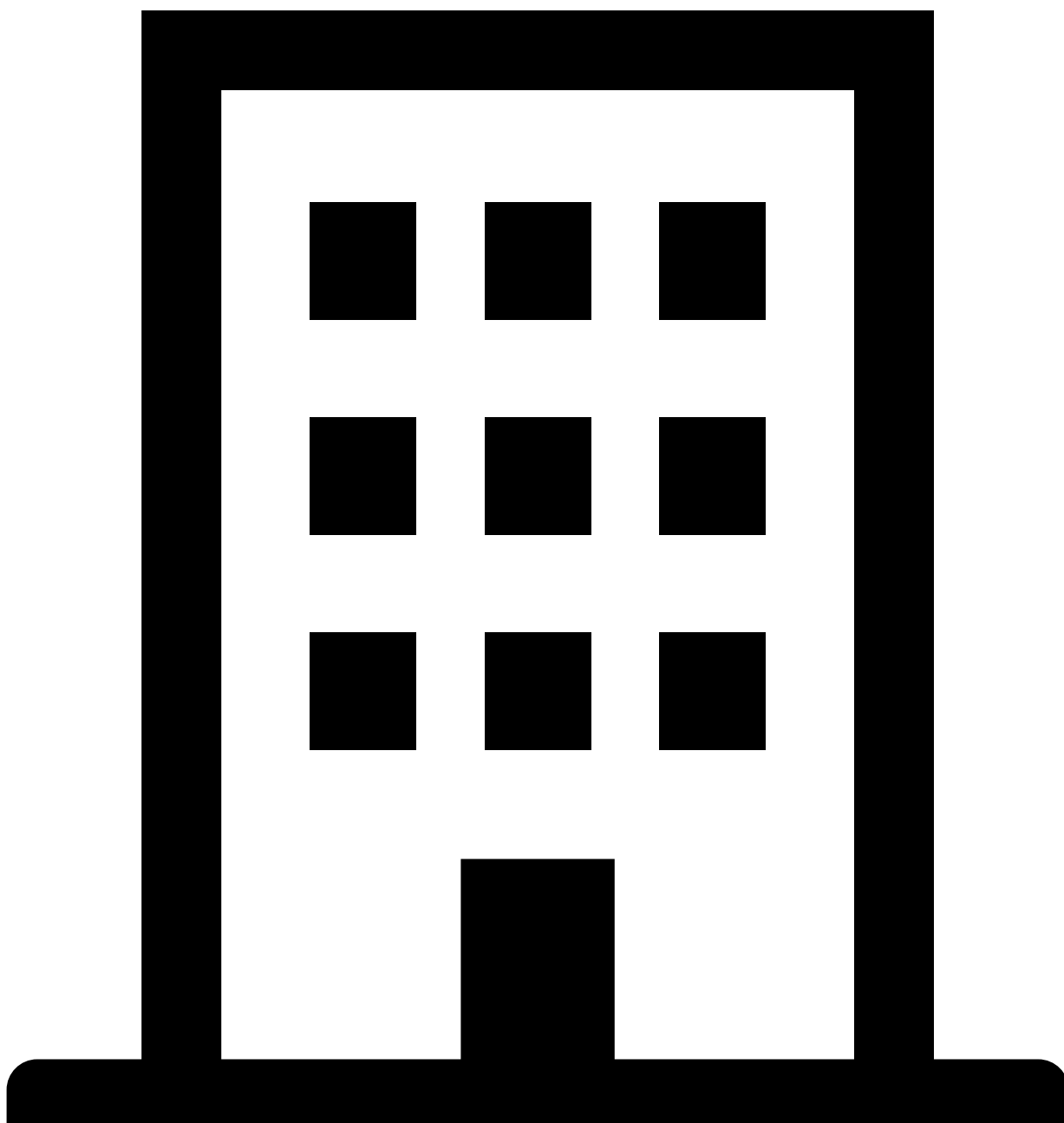
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# Introduction

## Why Read this Guide?

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

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

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

## Who should read this guide?

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

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

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

## How to use this guide – which section covers what?

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

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

**Section 3** explains how to plan your maintenance program.

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

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

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

The *Unit Titles (Management) Act 2011* and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.



### Did you know?

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

When a parcel of land is subdivided, it is divided into lots and common property. The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all of the owners of the units within the Units Plan.

The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services.

Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

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

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



### TOP TIPS

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

# 1. Who is Responsible for Repairs and Maintenance?

## Unit Owners

**In Class A Units Plans**, the unit owner owns the inside of the unit but not the main structure of the building. Usually the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor.

In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

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

An example of key items may look like:

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

### Class A Maintenance Responsibility\*

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

\*Indicative only

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

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

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

### Class B Maintenance Responsibility\*

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

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

## Owners Corporations

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

Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

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

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

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

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

Key obligations of an owners corporation are:

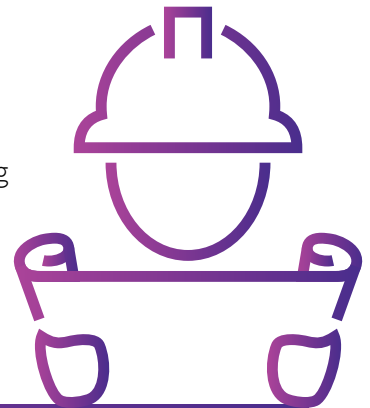
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the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

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

## Builders

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

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



### TOP TIPS

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

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

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

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

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

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

## Construction Complaints

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

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

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

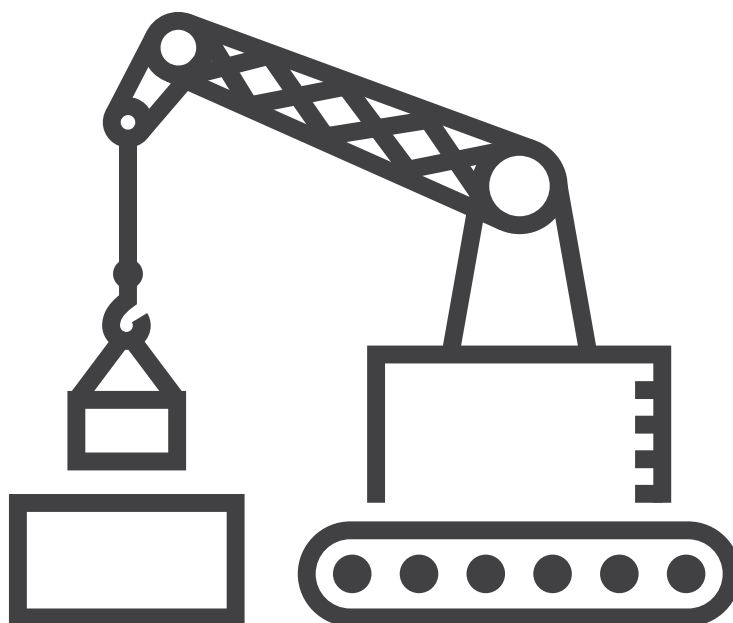
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

### Examples of Complaints

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

#### Did you know?

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



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

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

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



#### TOP TIPS

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

## 2. Show Me the Money – Financial Management

### Differences in Class A and B Subdivision Expenses

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

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

### General Fund (sometimes known as the Administrative Fund)

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

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



#### Did you know?

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

## Sinking Fund

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

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

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

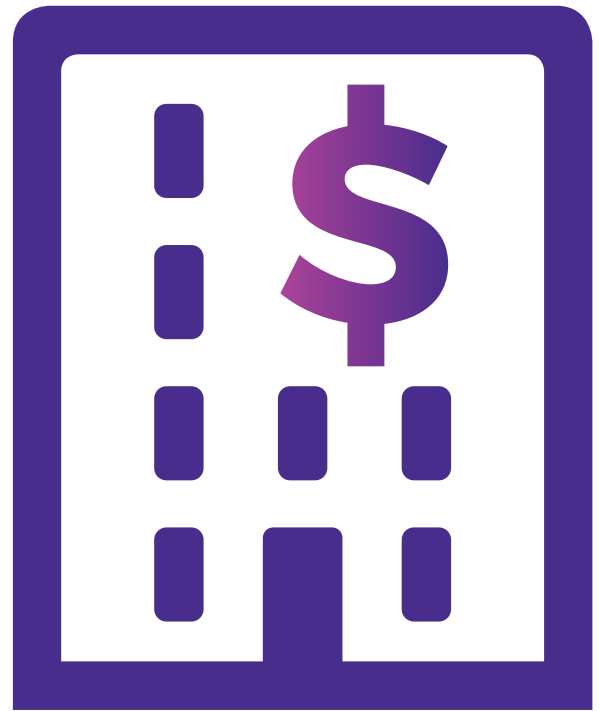
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

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

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

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



### Did you know?

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

### 3. Maintenance Program

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. This means:

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

Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries.

A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

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

#### Cleaning

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

#### Preventative Maintenance

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



##### TOP TIPS

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

#### Fire Safety Measures

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

#### Corrective Maintenance

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

## Emergency Corrective Maintenance

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

## Rehabilitation or Replacement

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

## Specialist Help

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



### **Did you know?**

**Access Canberra can also assist with any questions about fair trading and building standards. Visit [www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR) or phone 13 22 81.**



# 4. Unit Owners Maintenance Requirements – Builder to Complete

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

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

Owner: .....

Unit No: .....

Building Name: .....

Location/Address: .....

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

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

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

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

# Owners Corporation Maintenance Requirements – Builder to Complete

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

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

Owners Corporation: .....

Unit Plan No: .....

Building Name: .....

Location/Address: .....

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

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

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

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

**Lifts**

Lift cars					
Lift motors					
Lift controllers					

**Pools, Spas and Gymnasiums**

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

**Parking**

Garage doors					
Door openers					
Bike storage facilities					

**Landscaping & External Works**

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



## 5. Essential Services Maintained by the Owners Corporation

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

### Building Fire Systems

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

## Access, Exits and Lifts

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

## Signage

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

## Lighting

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

## Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: <ul style="list-style-type: none"> <li>• automatic air pressurisation systems for fire-isolated exits</li> <li>• zone smoke control system automatic</li> <li>• smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums)</li> <li>• air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke</li> <li>• miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1</li> </ul>	Quarterly and as prescribed in AS 1851 Section 18.  Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

## 6. Useful Information

### External and Interior Surfaces Colours and Types

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

#### Common Areas

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

#### Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

#### Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

#### Paint

Internal			
Architraves			
Doors			
Ceilings			

## Important Telephone Numbers

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

## Useful Links

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

[www.publish.csiro.au/books/series/42](http://www.publish.csiro.au/books/series/42)

Guide to Standards & Tolerances 2007

[www.vba.vic.gov.au/\\_data/assets/pdf\\_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf](http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf)

Guide to the Obligations of Owners Corporation Managers

[www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR)

Unit Titles Dispute Resolution Guide

[www.act.gov.au/accessCBR](http://www.act.gov.au/accessCBR)

Unit Titles (Management) Act 2011

[www.legislation.act.gov.au/a/2011-41](http://www.legislation.act.gov.au/a/2011-41)

Owners Corporation Network of the ACT (OCN)

[www.ocnact.org.au](http://www.ocnact.org.au)







18/0726

**Easier. Simpler. Here to Help.**



# Example of Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool	20 BINDUBI STREET, 119 REDFERN STREET, 117 REDFERN STREET, 27 WISEMAN STREET
Date the premises was purchased	17 February 2014
Date of construction of the premises where the regulated swimming pool is located	17 February 2014
Was the swimming pool built or installed at the same time as the premises?	Yes
If no, do you know when the swimming pool was built or installed?	N/A
Was building approval issued at any time for the swimming pool or swimming pool area? If yes, provide details of the building approval	Yes, see attached certificate of compliance and page 19 of the Unit Plans
Was a certificate of occupancy and use (COU) issued for the swimming pool and/or safety barrier? If yes, provide details of the COU	Yes, Attached
Are you aware of any alterations to the swimming pool since it was built or installed?	No
If yes, please provide details of the alterations including dates and type of alteration (where known)	N/A
Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position)	N/A

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 41 POINTS**

**Name:** Therese Huang **Ref No:** 46503


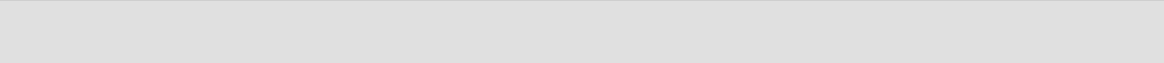
**House Title:** Unit 5, Block 15, Section 48 **Date:** 09-04-2026

**Address:** Unit 5 of 117 Redfern Street  
Macquarie 2614

**Reference:** C:\REPORTS\...\REDFERN STREET MACQUARIE 5 OF 117

## 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
<b>Current</b>	<b>41</b>											
<b>Potential</b>	<b>55</b>											

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

Change curtain to

Heavy Drapes & Pelmets

13

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 5, Block 15, Section 48, Unit 5 of 117 Redfern Street, Macquarie**

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>15</b>	<b>0</b>	<b>15</b>
Surface Area:	109	Insulation:	-96			
<b>WALL</b>				<b>-3</b>	<b>0</b>	<b>-2</b>
Surface Area:	-3	Insulation:	1	Mass:	0	
<b>FLOOR</b>				<b>11</b>	<b>-2</b>	<b>9</b>
Surface Area:	0	Insulation:	6	Mass:	3	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>6</b>	<b>0</b>	<b>6</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	31 %			
Exhaust Fans	57 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	12 %			
<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>-14</b>	<b>-8</b>	<b>-22</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>N</b>	6	14%	-28	20	-5	-14
<b>E</b>	3	7%	-15	9	-3	-8
<b>Total</b>	9	22%	-43	29	-8	-22

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

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

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>15</b>	<b>-9</b>	<b>41*</b>
<b>SCORE</b>						

\* includes 35 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Therese Huang  
HouseTitle Unit 5, Block 15, Section 48  
StreetAddress Unit 5 of 117 Redfern Street  
Suburb Macquarie  
Postcode 2614  
AssessorName Lindsay Collison  
FileCreated 09-04-2026  
Comments

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	No	No	Carp	R1.0	38.5m <sup>2</sup>
2	Suspended Slab	Enclosed	No	No	No	Tiles	R1.0	7.1m <sup>2</sup>

## Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R1.0	17.1m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	15.8m	2.4m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
2	Flat - Suspended Slab	Yes	No	R0.0	45.6m <sup>2</sup>

## Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed &amp; Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	N	1.2m	1.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	E	1.2m	1.8m	No	SG	ALIMPR	HB	No	2.3m	2.3m	0.6m
3	N	2.1m	1.8m	No	SG	ALIMPR	HB	No	3.5m	3.5m	0.6m
4	E	0.6m	1.5m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

## Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
2	E	1.2m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.3m	0.9m
3	N	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	3.5m	0.0m	0.0m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ? Good

## Air Leakage Details

Location Suburban  
Is there More than One Storey ? No  
Is the Entry open to the Living Area ? No  
Area of Heavyweight Mass 0m<sup>2</sup>  
Area of Lightweight Mass 0m<sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0

Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

## Rater Comments

### House Details

ClientName	Therese Huang
HouseTitle	Unit 5, Block 15, Section 48
StreetAddress	Unit 5 of 117 Redfern Street
Suburb	Macquarie
Postcode	2614
AssessorName	Lindsay Collison
FileCreated	09-04-2026

### Rater Comments

#### MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

#### DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

#### DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

#### WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

# Energy Efficiency Rating **FACT** Sheet

## QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
  - one is for new homes - (2nd Generation Software) and
  - one is for established homes – (1st Generation Software)

**Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.**

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

## WHAT IS RATED?

The rating is dependent on:

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

## WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
  - 1st generation software rates to 6 stars
  - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

**When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.**

Further information is available via the Environment, Planning and Sustainable Development Directorate  
[http://www.planning.act.gov.au/topics/design\\_build/design-and-siting/energy\\_ratings](http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings)



## Certificate of Currency

---

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street  
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**  
Pre Purchase Building Inspections (AS4349.1)  
Special Purpose Building Inspections  
Energy Rating Reports  
Urban Pest Management  
Termite Management including inspections - existing buildings and structures (AS3660.2)  
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**  
**Civil Liability Professional Indemnity**
- |                             |             |                                    |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is     | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is    | \$20,000    |                                    |
| 6.3 The Retroactive Date is | 20/07/2020  |                                    |
- Public Liability**
- |                 |              |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess      | \$2,500      |

**Date and Place of Issue** 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

## PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



# Tax Invoice

### Inspection Number 46503

Please ensure this number is used when making payment

30 March 2026

Therese Huang


**For the Property at:** 5/117 Redfern Street Macquarie ACT 2614

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
<b>TOTAL INC GST</b>	<b>\$451.00</b>

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!  
Call now to book your regular Pest Control Service**

**No Pay Package Conditions:** The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: <b>46503</b>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>46503 IMPORTANT: PLEASE ensure this unique ID is used</b>



### A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

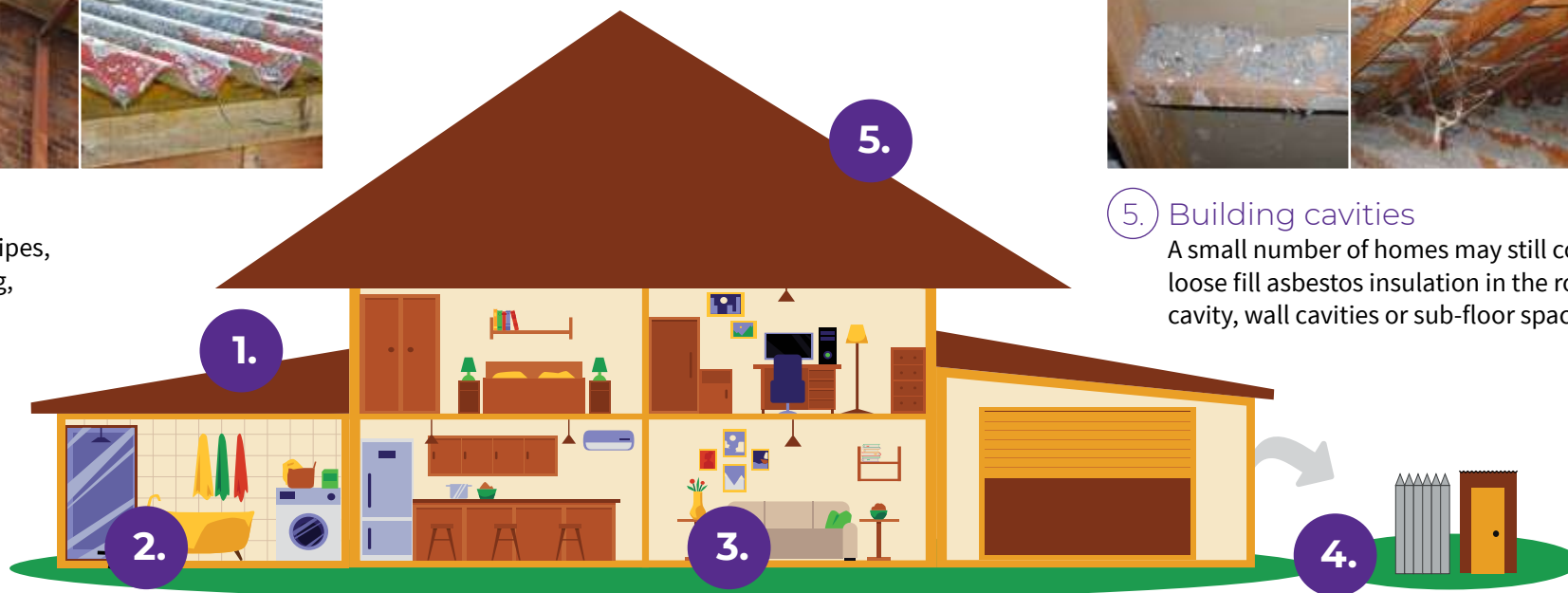
**Member- Master Builders Association & The Australian Environmental Pest Managers Association**

# 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.

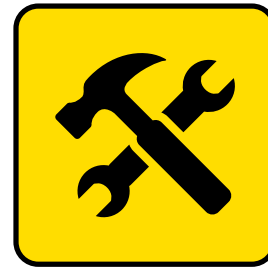
### Asbestos materials become dangerous when:



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.



# TENANCY AGREEMENT (RESIDENTIAL)

This Tenancy Agreement is made on 19 Jun 2025 at Downer ACT 2602

## SCHEDULE

### ITEM 1 LESSOR

Name: T. Huang  
 Company Name: ACN/ABN:  
 Name:  
 Company Name: ACN/ABN:  
 Address for Service of Notices: **Agent** (refer Item 2)  
**OR**  
 Suburb: State: Postcode:

### ITEM 2 AGENT

Name: N.L Barnes & P.F. Kerin  
 trading as En Vogue Property Management  
 Licence Number: 18400155 ACN/ABN: 42825007613  
 Address: 71 Antill Street  
 Suburb: Downer State: ACT Postcode: 2602  
 Phone: 0261616516 Mobile:  
 Email: admin@envogue.com.au

### ITEM 3 TENANT

First Name	Surname	Tenant contributing to bond
1. Phuong Ha	Tran	Yes / <input checked="" type="checkbox"/> No
Email: phuongha.tran@anu.edu.au		
2. Phi	Ly	Yes / <input checked="" type="checkbox"/> No
Email: phi.lyba2011@gmail.com		
3.		Yes / No
Email:		
4.		Yes / No
Email:		
Company Name: N/A	ACN/ABN: N/A	
Email:		
Address:		
Suburb:	State:	Postcode:
Address for Service of Termination Notices: 5/117 Redfern Street		
Suburb: Macquarie	State: ACT	Postcode: 2614
Address for Service of Other Notices: Email: phuongha.tran@anu.edu.au   phi.lyba2011@gmail.com		
Address:		
Suburb:	State:	Postcode:

### ITEM 4 PREMISES

Block: 15 Section: 48 Division: Macquarie Unit No: 5 Units Plan: 3992  
 Address: 5/117 Redfern Street  
 Suburb: Macquarie State: ACT Postcode: 2614

### ITEM 5 NUMBER OF OCCUPANTS

Maximum number of persons permitted to occupy the Premises: Two Adults





# TENANCY AGREEMENT (RESIDENTIAL)

## ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: 12 ~~weeks~~ / months / ~~years~~  
 commencing on: 03 Jul 2025 and ending on: 02 Jul 2026 (the **Term**)  
 If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

## ITEM 7 PERIODIC TENANCY

This Tenancy Agreement commences on: 02 Jul 2026 and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant (the **Term**).

## ITEM 8 RENT

The rent equates to \$460.00 per week payable at the rate of \$920.00 per ~~week~~ / fortnight / ~~calendar month~~ payable in advance commencing on 03 Jul 2025

## ITEM 9 PAYMENT

The method by which the rent must be paid:  
 Bank Cheque / Money Order made out to:  
 DEFT Payment Systems: Biller Code: 4481 Ref No. 54692215  
 Direct Debit to commence on  
 Other:

## ITEM 10 BOND

\$1,840.00 being an amount equivalent to four weeks rent or  \$  
 Lodged with the ACT Office of Rental Bonds \*Note: Bond to be lodged with the ACT Office of Rental Bonds

**Address for service of documents - ACT Office of Rental Bonds**  
 Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:  
 admin@envogue.com.au  
 Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:  
 phuongha.tran@anu.edu.au  
 phi.lyba2011@gmail.com

## ITEM 11 EMERGENCY TRADESPEOPLE

As notified by the Lessor or the Agent from time to time. Initials: PHIT PL

## ITEM 12 CONDITION OF PREMISES

The Premises is provided:  
 Unfurnished.  
 Partially furnished as stipulated in the inventory and condition report.  
 Furnished as stipulated in the inventory and condition report. Initials: PHIT PL

## ITEM 13 SALE OF PREMISES (refer to section 46B(1)(a) of the Act)

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?  
 Yes  
 No Initials: PHIT PL

## ITEM 14 POSTING TERMINATION CLAUSE (refer to Additional Clause 102)

Does a Posting Termination Clause apply to this Tenancy Agreement?  
 Yes  
 No





**TENANCY AGREEMENT  
(RESIDENTIAL)**

Initial Initial  
P H T P L

**ITEM 15 PETS**

(refer to Additional Clause 107)

initials

Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal in the Premises?

- Yes
- No

**ITEM 16 ADDRESS FOR SERVICE OF DOCUMENTS**

- (1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.
- (2) For the Landlord:
  - (a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;
  - (b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and
  - (c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.
- (3) For the Tenant:
  - (a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;
  - (b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:
    - (i) leaving it at the Premises;
    - (ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or
    - (iii) delivering it to the Tenant personally; and
  - (c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:
    - (i) leaving it at the Premises;
    - (ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or
    - (iii) delivering it to the Tenant personally.
- (4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.
- (5) Despite Item 16(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

**ITEM 17 MINIMUM HOUSING STANDARD (except the Minimum Ceiling Insulation Standard)**

Is the Premises required to comply with a Minimum Housing Standard?  Yes  No  The Premises is exempt  
 If yes, does the Premises comply with the Minimum Housing Standard?  Yes  No

If the Premises does not comply,

(a) the reason the Premises does not comply with a Minimum Housing Standard is due to \_\_\_\_\_.

(b) the proposed date by which the Premises will comply is \_\_\_\_\_.

**Note:** If a regulation prescribes a period in which the Premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into.

If the Premises is exempt, the reason for the exemption is \_\_\_\_\_.





# TENANCY AGREEMENT (RESIDENTIAL)

## ITEM 18 CEILING INSULATION

Is the premises required to comply with the Minimum Ceiling Insulation Standard?  Yes  No  The Premises is exempt

If yes, does the Premises comply with the Minimum Ceiling Insulation Standard?  Yes  No

If the Premises does not comply, the proposed date by which the Premises will comply is \_\_\_\_\_.

If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard due to: (tick as applicable)

- the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or
- the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;
- ceiling insulation is not able to be installed in a required area for structural reasons;
- the Tenant has told the Agent/Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;
- before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;
- the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;
- the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -
  - intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or
  - refuses permission for the Lessor to install required ceiling insulation.

## ITEM 19 ENERGY EFFICIENT RATING STATEMENT

Has an energy efficiency rating statement of the premises been provided to the Tenant?  Yes  No

## ITEM 20 ASBESTOS ASSESSMENT REPORT

Is the Lessor aware of there being an asbestos assessment report for the premises?  Yes  No

If yes, has a copy of the asbestos assessment report been provided to the Tenant?  Yes  No

If no, has an asbestos advice been provided to the Tenant?  Yes  No

## ITEM 21 UNIT TITLE RENTAL CERTIFICATE

Item 21 only applies if the premises is a unit.

Has a unit title rental certificate for the premises been given to the Tenant?  Yes  No

Has there been any change to the unit title rental certificate since it was issued?  Yes  No

If yes, the changes are:

\_\_\_\_\_

## ITEM 22 POOLS AND SPAS

Is there a pool (including demountable, temporary or kids pool), spa, floatation tank or tub, or excavation, structure or vessel that can be filled with water to a depth of 300mm or more:  Yes  No

If yes, provide details:

---

The pool was constructed before/after 1 May 2023.

Attached to this Tenancy Agreement is:

If the pool was constructed before 1 May 2023: (tick one)

- a copy of the guidance material notified under the *Building Act 2004*
- if the pool has been granted a Ministerial exemption, the exemption certificate or if only exempt from part of the safety standard, a compliance certificate for the pool to the extent that it is not exempt from the standards
- if no Ministerial exemption has been granted, a swimming pool disclosure statement, a compliance certificate OR a certificate of occupancy for the pool and safety barrier

If the pool was built or substantially altered after 1 May 2023: (tick one)

- a summary pool disclosure statement
- a compliance certificate for the pool
- a certificate of occupancy for the pool and safety barrier\*

~~\*Note: a certificate of occupancy must not be older than 5 years~~



# TENANCY AGREEMENT (RESIDENTIAL)

## ADDITIONAL CLAUSES

### ~~Clause 102 - Termination because of posting~~

- (1) This clause applies if Item 14 is marked "Yes".
- (2) The Lessor and the Tenant agree to the Posting Termination Clause being included in this Agreement.
- (3) This Tenancy Agreement may be terminated:
  - (a) if the Lessor is posted to the ACT in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice to vacate the Premises; or
  - (b) if the Tenant is posted away from the ACT in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice of the Tenant's intention to vacate the Premises.
- (4) A notice under subclause (3) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- (5) The Tenancy Agreement terminates:
  - (a) 8 weeks after the day the notice is received under subclause (3); or
  - (b) if a later date is stated in the notice - on the stated date.

### Clause 103 - Tenant Warranty

The Tenant warrants, to the best of the Tenant's knowledge, that the information contained in the Schedule is accurate and complete in every way.

### Clause 104 - Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms contained in Schedule 1 of the Act apply to this Tenancy Agreement.

### Clause 105 - Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

### Clause 106 - Smoking

- (1) The Tenant acknowledges and agrees that:
  - (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
  - (b) smoking is only permitted outside the dwelling; and
  - (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
- (2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
  - (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
  - (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

### Clause 107 - Pets

- (1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
- (2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
- (3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
- (4) Where the Tenant is permitted to keep an animal on the Premises:
  - (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
  - (b) the Tenant must comply with any conditions imposed by the Lessor; and
  - (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.



**TENANCY AGREEMENT  
(RESIDENTIAL)**

**Clause 108 - Modifications**

- (1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:
  - (a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;
  - (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
  - (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.
- (2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

initials P H T P L

**Clause 109 - Privacy Policy**

- (1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.
- (2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.
- (3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.
- (4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:
  - (a) identify and verify the Tenant's identity;
  - (b) make recommendations to the Lessor;
  - (c) manage the Residential Agreement and Premises for the Lessor;
  - (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary);
  - (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement;
  - (f) comply with any applicable laws;
  - (g) comply with any dispute resolution process;
  - (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and
  - (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.
- (5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).
- (6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box:  or otherwise notify the Agent.
- (7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.
- (8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.
- (9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.



## Clause 110 - Electronic Communication


- (1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).
- (2) Where a provision of this Tenancy Agreement:
  - (a) requires a party to provide information to the other;
  - (b) permits a party to provide information to the other; or
  - (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
  - (d) consent to the information and document being provided by an electronic communication; and
  - (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.
- (3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.
- (4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
  - (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
  - (b) the method being reliable and appropriate for the document being signed,
- (5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).
- (6) If due to this Tenancy Agreement being signed by an electronic communication:
  - (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
  - (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.
- (7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.
- (8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.



# TENANCY AGREEMENT (RESIDENTIAL)

### SIGNED BY THE LESSOR

T. Huang

DocuSigned by: \_\_\_\_\_ (Name of Lessor)  
  
 4236823B0EC84B6... (Signature of Lessor or Lessor's representative)  
 22/06/2025 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

\_\_\_\_\_  
 (Name of Lessor)  
 \_\_\_\_\_  
 (Signature of Lessor or Lessor's representative)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Lessor signs this agreement electronically.

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Lessor signs this agreement electronically.

■ / We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

### SIGNED BY THE TENANT

Phuong Ha Tran

Signed by: \_\_\_\_\_ (Name of Tenant)  
  
 2DE4BF62812C451 (Signature of Tenant)  
 20/06/2025 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

Phi Ly  
 Signed by: \_\_\_\_\_ (Name of Tenant)  
  
 845BF2208049400 (Signature of Tenant)  
 20/06/2025 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

\_\_\_\_\_  
 (Name of Tenant)  
 \_\_\_\_\_  
 (Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

\_\_\_\_\_  
 (Name of Tenant)  
 \_\_\_\_\_  
 (Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Tenant signs this agreement electronically.

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Tenant signs this agreement electronically.

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Tenant signs this agreement electronically.

in the presence of:

\_\_\_\_\_  
 (Name of witness)  
 \_\_\_\_\_  
 (Signature of witness)  
 \_\_\_\_\_  
 (Date)

Note: No witness is required if the Tenant signs this agreement electronically.



# TENANCY AGREEMENT (RESIDENTIAL)

## Standard Residential Tenancy Terms

### Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the **Act**).
- (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- (3) Except where otherwise stated, terms defined in this Tenancy Agreement have the same meaning given to them in the Act.
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

### Costs and procedures for establishing Tenancy Agreement

7. The Lessor bears the cost of preparation and execution of this Tenancy Agreement.
8. The Tenant is responsible for any legal costs that the Tenant incurs in relation to preparation and execution of the Tenancy Agreement.
9. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the commencement of the tenancy.
10. This Tenancy Agreement must be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor must give a copy of this Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return this Tenancy Agreement to the Tenant, as provided by clause 11, this Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the Premises or acceptance of rent.

### Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
- (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
- (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

## BOND AND CONDITION REPORT

### Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

### Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

### If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
  - (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

- (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

### If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
  - (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
  - (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
 

*Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
  - (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
    - (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
    - (ii) if the Agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of this tenancy.

### Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.
- 22A. However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and Tenant need not comply with the clause 21 and clause 22 if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

### End of Tenancy - Inspection and Condition Report

23. (1) The Lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.
- (2) However, if a condition report is not completed because of clause 22A, the Lessor must keep the original condition report and any subsequent condition report, for a period of not less than 12 months after the end of this Tenancy agreement.
- 23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.
- (4) However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

# TENANCY AGREEMENT (RESIDENTIAL)

## RENT AND OTHER CHARGES

### Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
- (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
  - (aa) consenting to -
    - (i) a person becoming a co-tenant; or
    - (ii) a co tenant stopping being a party to the tenancy agreement;
  - (b) vacating of Premises;
  - (c) obtaining a key to the Premises; or
  - (d) information on the availability of tenancies.

### Holding deposits

25. The Act prohibits the taking of holding deposits.

### Payment of rent

26. (1) The Tenant must pay the rent on time.  
 (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.  
 (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).  
 (4) The Tenant and Lessor may agree that rent is to be paid electronically.
27. The Lessor must not require the Tenant to pay rent by postdated cheque.

### Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

### Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.  
 (2) A receipt should specify the following:
  - (a) the date of payment;
  - (b) the period in relation to which the payment is made;
  - (c) the Premises; and
  - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

### Rent records

33. (1) The Lessor must keep, or cause to be kept, records of the payment of rent.  
 (2) Those records must be retained for a period of not less than 12 months after the end of this tenancy.

### Increase in rent

34. (1) The amount of rent under this Tenancy Agreement must not vary from period to period, except as provided by the Residential Tenancies Act.  
 (2) Also, if this Tenancy Agreement is a consecutive tenancy agreement, the amount of rent must not vary from the amount of rent under the terminating or terminated residential tenancy agreement except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of this Tenancy Agreement for the first increase, or after that, from the date the last increase took effect.

- (2) However, if this Tenancy Agreement is a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under this Tenancy Agreement or the terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

36. (1) This clause applies if the housing commissioner-  
 (a) is the Lessor under this Tenancy Agreement; and  
 (b) had decided to increase the rent after a review of rent under the *House Assistance Act 2007*, section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the Premises took effect.

37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

### Review of excessive rent increases

38. (1) The Lessor must give the Tenant 8 weeks written notice of an intended:
  - (a) increase in the rent under this Tenancy Agreement (including where this Tenancy Agreement is a consecutive tenancy agreement); or
  - (b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.
- (2) The notice to the Tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and the ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the Tenant does not agree to the increase.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).  
 (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. (1) If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.  
 (2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the Tenant may terminate this Tenancy Agreement under clause 88 (for a periodic tenancy) or clause 89 (for a fixed term tenancy).

### Lessor's costs

42. The Lessor is responsible for the cost of the following:
  - (a) rates and taxes relating to the Premises;
  - (b) services for which the Lessor agrees to be responsible;
  - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;
  - (d) all services up to the time of measurement or reading at the beginning of this tenancy; and
  - (e) all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.
43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).  
 (2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.

## TENANCY AGREEMENT (RESIDENTIAL)

44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

### Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

### Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.
- (2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.
- (2) The Tenant is responsible for payment of services to the date of that reading or measurement.

### Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the date of this Tenancy Agreement.

### LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

#### Lessor to install and maintain smoke alarms

- 53A. (1) The Lessor must install and maintain smoke alarms in the Premises.
- (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

### LESSOR TO MAKE REPAIRS

#### Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -
- fit for habitation;
  - reasonably clean;
  - in a reasonable state of repair; and
  - reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
- (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

#### Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
- (2) The Tenant must notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

#### Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

#### Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
- a burst water service;
  - a blocked or broken lavatory system;
  - a serious roof leak;
  - a gas leak;
  - a dangerous electrical fault;
  - flooding or serious flood damage;
  - serious storm or fire damage;
  - a failure of gas, electricity or water supply to the Premises;
  - the failure of a refrigerator supplied with the Premises;
  - a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
  - a fault or damage that causes the residential Premises to be unsafe or insecure;
  - a fault or damage likely to cause injury to person or property; and
  - a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

#### Tenant may authorise urgent repairs in certain circumstances

61. If the Lessor (or Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5 % of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the Tenant:
- the repairs arranged by the Tenant must be made by the qualified tradesperson nominated by the Lessor in this Tenancy Agreement;
  - if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the Tenant's choosing;
  - if the repairs are arranged by the Tenant in accordance with these procedures - the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
  - if the Tenant does not act in strict compliance with this clause - the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.
- 62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

## TENANCY AGREEMENT (RESIDENTIAL)

### TENANT TO LOOK AFTER THE PREMISES

#### The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
- not intentionally or negligently damage the Premises or permit such damage;
  - notify the Lessor of any damage as soon as possible; and
  - take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.
- 63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.
64. The Tenant must leave the Premises -
- in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
  - in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

#### Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

#### Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
- (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
- the renovation, alteration, or addition; and
  - any restoration at the end of this tenancy.
- (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
- (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
- (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.
68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
- (2) The Lessor's consent must not be unreasonably withheld.
- (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

#### Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.
70. The Tenant must not:
- use the Premises, or permit them to be used, for an illegal purpose;
  - cause or permit nuisance; or
  - interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.
71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

#### Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
- Consent may be given at any time.
  - No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

#### Co-tenant may leave tenancy agreement

- 72A. (1) A co-tenant may stop being a party to the tenancy agreement—
- with the consent of the lessor and each remaining co-tenant under the agreement; or
  - by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
- (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
- by notice in writing; and
  - at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
- the agreement continues between the lessor and the remaining co-tenants; and
  - the tenant's rights and obligations under the agreement end.

#### Becoming a new co-tenant to existing tenancy agreement

- 72B. (1) Another person may become a co-tenant under the tenancy agreement—
- with the consent of the lessor and each other co-tenant; or
  - under the Residential Tenancies Act, section 35D.
- (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
- by notice in writing; and
  - at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If the person becomes a co-tenant—
- the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
  - the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

#### Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
  - The person is on the Premises with the permission of the Tenant.
74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
- at the request of the Lessor;
  - to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
  - without the consent of the Tenant.

## TENANCY AGREEMENT (RESIDENTIAL)

### Keeping animals on Premises

- 74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.
- (2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).
- 74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

### LESSOR'S ACCESS TO PREMISES

#### Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.
- (2) The Tenant may permit access to the Premises by the Lessor at any time.
- (3) If requested, the Lessor or the Agent must provide identification to the Tenant.
76. The Lessor must not have access to the Premises -
- on Sundays; or
  - on public holidays; or
  - before 8.00 am and after 6.00 pm; other than -
  - for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or
  - with the consent of the Tenant.

#### Access in accordance with tenancy agreement

##### Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.
78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -
- within 1 month of the commencement of this tenancy; and
  - in the last month of this tenancy.
79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.
- (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

#### Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.
81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:
- the Lessor intends to sell the Premises; and
  - the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.
- 81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.
- (2) However, the Tenant is not required to agree to more than 2 inspections a week.
- (3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

### Access for making or inspecting repairs or complying with minimum housing standards

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;
- making or inspecting repairs;
  - inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or
  - undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.
- (1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.
- (2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

#### Notice to vacate by Lessor

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:
- the address of the Premises;
  - the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
  - that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

#### Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
- (2) On receiving a notice of intention to vacate, the Lessor may-
- accept the notice and accept that this Tenancy Agreement ends on the date stated in the notice; or
  - apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.
85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
- the address of the Premises;
  - the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
  - the date the Tenant intends to terminate this Tenancy Agreement.
- (2) If the Tenant vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
- (3) However, if the Tenant does not vacate the Premises on or before the date stated in the notice, the notice is taken to be withdrawn and this Tenancy Agreement continues.

#### Termination where Premises are not fit for habitation

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:
- the Premises are not fit for habitation; or
  - the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
- (2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.
87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.

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- (2) The Tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

## Termination of tenancy by Tenant

### Termination on or after end of fixed term

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this Tenancy Agreement by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.
89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.

### Termination before end of fixed term - fee for breaking lease

- 89A. (1) If this Tenancy Agreement is a fixed term agreement and the Tenant ends this Tenancy Agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or this Tenancy Agreement), the Lessor may require the Tenant to pay a fee (a **break fee**) of the following amount:
- (a) if the fixed term is 3 years or less -
- if less than half of the fixed term has expired - 6 weeks rent; or
  - in any other case - 4 weeks rent;
- (b) if the fixed term is more than 3 years - the amount agreed between the Lessor and Tenant.
- (2) If the Lessor requires the Tenant to pay the break fee, the Lessor agrees to take reasonable steps to find a new tenant for the Premises.
- (3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the fixed term -
- is limited to the amount of the break fee specified in subclause (1); and
  - is not payable until the defined period after the Tenant vacates the Premises has ended.
- (4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to -
- the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and
  - if the Tenant vacates the Premises more than 4 weeks before the end of the fixed term - the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.
- (5) This clause does not apply if this Tenancy Agreement is ended by the Tenant under any of the following provisions of the Residential tenancies Act:
- section 46A (Termination of agreement for aged care or social housing needs);
  - section 46B (Termination of fixed term agreement if premises for sale);
  - section 46D (Termination for family violence);
  - section 46G (Co-Tenancies - effect of serving family violence termination notice);
  - section 64AA (Termination - affected residential premises);
  - section 64AB (Termination - eligible impacted property);

- (6) In this clause;

**defined cost limit** means -

- if at least half of the fixed term has expired - an amount equal to 2/3 of 1 week's rent; or
- if less than half of the fixed term has expired - an amount equal to 1 week's rent.

**defined period** means -

- if subclause (1) (a) (i) applies - 6 weeks; or
- if subclause (1) (a) (ii) applies - 4 weeks; or
- if subclause (1) (b) applies - N weeks; or

N is the number worked out as follows

break fee

weekly rent payable at the time the tenant ends the agreement

### Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:
- apply to the tribunal for an order terminating this Tenancy Agreement; or
  - give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.
91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
- the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
  - if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;
  - if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;
  - this Tenancy Agreement terminates on the date specified by the Tenant;
  - rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and
  - if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

### Termination of tenancy by Lessor

#### Termination for failure to pay rent

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
- rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
  - the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
    - served not earlier than 1 week after the day when the rent was due; and
    - containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;
  - if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;
  - no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;
  - the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and

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- (f) during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

### Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:
- the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
  - if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;
  - if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or
  - if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

### Termination of periodic tenancy

96. (1) For a periodic tenancy, the Lessor may give the Tenant—
- if the Lessor genuinely intends to live in the Premises—8 weeks notice to vacate;
  - if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises—8 weeks notice to vacate;
  - if the Lessor genuinely believes an interested person intends to live in the Premises—8 weeks notice to vacate;
  - if the Lessor genuinely intends to sell the Premises—8 weeks notice to vacate;
  - if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises—12 weeks notice to vacate; or
  - if the Lessor genuinely requires the Premises for a lawful use other than as a home—26 weeks notice to vacate.
- (2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

#### Examples - written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner.

- (3) In this clause:

**immediate relative** of the Lessor means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

**interested person**, for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.
- (2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

### Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give:
- an address for service of termination notices; and
  - an address for service of other notices.
- (2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.
99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.

**Disclaimer:** This precedent document is a templated guide for use by those persons with the knowledge, skill and qualifications required to use this precedent to create a document suitable for the transaction. This document does not refer to or contemplate all matters associated with the transaction or attempt to incorporate all laws relevant to the transaction. Users of this document should satisfy themselves as to the accuracy and completeness of this document, and if necessary, seek legal advice regarding the use of this document. To the extent permitted by law, REI ACT and BAL Lawyers and their respective contractors and agents are not liable in any way for any loss or damage arising out of or in connection with this precedent document or its use.

# Building (Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024

Notifiable instrument NI2024–215

made under the

**Building Act 2004, s 83H (Guidance about obligations on owners)**

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## 1 Name of instrument

This instrument is the *Building ((Obligations on owners of premises with a regulated swimming pool) Guidance Material 2024*.

## 2 Commencement

This instrument commences on 1 May 2024.

## 3 Guidelines

I make the guidance material about the obligations for owners of premises on which a regulated swimming pool is located at schedule 1.

Rebecca Vassarotti MLA  
Minister for Sustainable Building and Construction  
29 April 2024

## Schedule 1

(see s 3)

# Pool owner guidance material

# Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

## Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

## Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

## Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
  - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
  - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

## Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

## Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

## Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

## More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

## Swimming Pool Disclosure Statement

Premises	Unit	UP No.	Block	Section	Division/District
	5		15	48	Macquarie
and known as					

**The Owner discloses, to the best of the Owner's knowledge and belief and as accurately as the Owner has been able to find out:**

When:	Disclosure:
The Owner purchased the Premises	20 April 2011
The Premises were built	2011
Building approval for the premises was granted (if the Premises were built by the current owner)	2011
Construction of the pool was completed	2011
Any alterations to the pool were completed	

Standing exemptions:	Disclosure:
Does a standing exemption apply to the pool?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, the following standing exemption applies and circumstances for the exception:	<input type="checkbox"/> a regulated swimming pool that is a demountable pool in place for not more than 3 consecutive days <input checked="" type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (wherever located) covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that: <ul style="list-style-type: none"> <li>(a) is of substantial construction and having no opening through which it is possible to pass a testing apparatus; and</li> <li>(b) is securely fastened by a device that is itself of substantial construction and has no opening through which it is possible to pass a testing apparatus.</li> </ul> <input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa ( <b>located on apartment balcony</b> ) if the balcony is accessible only through self-closing and self-latching doors or windows. Other: _____