

Schedule

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

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$880.00(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

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

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



1. Exterior

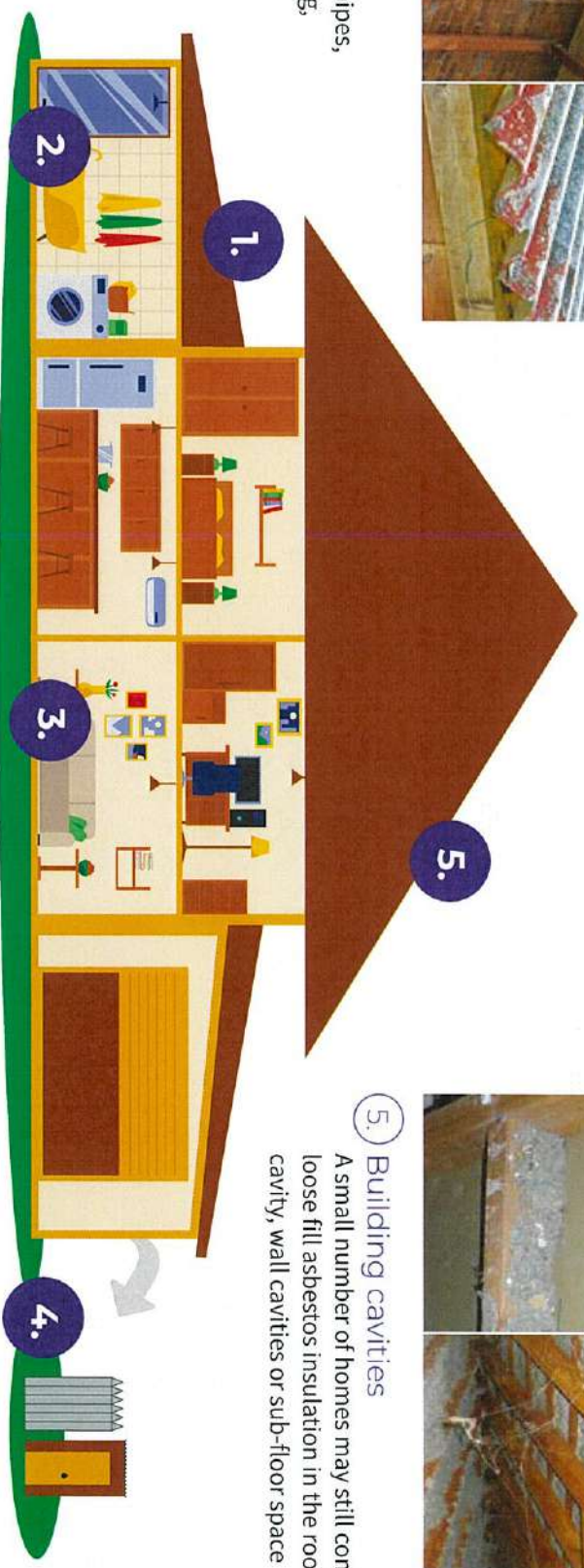
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards

5.



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:



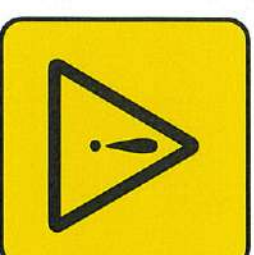
Broken or in poor
condition



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.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

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 106 UP No. 12812
Block 45 Section 33 Dickson

Annexure A – Special Conditions

54 Definitions

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

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

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

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

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

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

Contamination means:

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

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

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

Defects means any defect arising from improper materials or workmanship.

Due Diligence Material means:

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

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



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

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

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

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

- (a) the Lessee's Property;
- (b) not owned by the Seller; or
- (c) otherwise specifically excluded from the sale.

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

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

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

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

Insolvency Event means:

- (a) where a party is a corporation, it is subject to any one or more of the following circumstances:
 - (i) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));
 - (ii) it has a controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
 - (iii) execution or distress or any other process is levied or attempted or imposed against or over any of its undertaking, property or assets;
 - (iv) a compromise, arrangement, assignment, moratorium or composition is proposed with, or becomes effective in relation to, its creditors or any class of its creditors (in each case, other than to carry out reconstruction or amalgamation while solvent);
 - (v) an application of order has been made, resolution passed, proposal put forward or any other action taken, in each case in connection with it, which is preparatory to or could result in any of the things referred to in paragraphs (i) to (iv) above;
 - (vi) it is taken (under section 459F of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand;
 - (vii) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
 - (viii) it is unable to pay its debts as and when they fall due; or



- (ix) something having a substantial similar effect to any of the things referred to in paragraphs (i) to (viii) above happens in connection with it under the law of any jurisdiction.
- (b) where a party is an individual, they are subject to one or more of the following circumstances:
 - (i) commits an act of bankruptcy under any Act;
 - (ii) enters into any arrangement, or transfers any assets, for the benefit of creditors;
 - (iii) admits that any of their debts cannot be repaid; or
 - (iv) anything analogous or of substantially the same effect to any events referred to in paragraphs (i) to (iii) above.

Lessee means the lessee under the Sublease.

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

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

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

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

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

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

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

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

55 General

- (a) To the extent that the General Conditions are inconsistent with these Special Conditions, these Special Conditions override the General Conditions.
- (b) This Contract cannot be varied, except by a later written document executed by all parties.
- (c) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right.
- (d) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.



- (e) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (f) The Buyer must provide all reasonable assistance to the Seller to assist with the Seller complying with its obligations under this Contract.
- (g) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.
- (h) If a clause or part of a clause is unenforceable, voidable, invalid, or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this contract or is contrary to public policy.
- (i) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (j) This Contract is properly executed if each party executes either this document or an identical document.
- (k) In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (l) The provisions of this Contract which are intended to have application after Completion, continue to apply from Completion and do not merge on Completion (including the obligation for the Buyer to make any payment).

56 Amendments to General Conditions

- (a) The following definitions are deleted from clause 1.1 of the General Conditions:
 - (i) Building Conveyancing Inquiry Document;
 - (ii) Building and Compliance Inspection Report;
 - (iii) Energy Efficiency Rating Statement;
 - (iv) Pest Inspection Report;
 - (v) Pest Treatment Certificate;
 - (vi) Prescribed Building;
 - (vii) Prescribed Terms; and
 - (viii) Required Documents.
- (b) The following clauses in the General Conditions are deleted: 4, 5.1, 5.3, 6.1, 6.2, 7.1.2 to 7.1.4 (inclusive), 7.2.3 to 7.2.6 (inclusive), 8.5, 9, 10, 12, 14 to 15 (inclusive), 24, 27 to 30, 32, 33, 36 to 50 (inclusive), and 53.



- (c) In General Condition 2.3, the reference to “or in cash (up to \$3,000.00)” is removed.
- (d) General Condition 6.4.5 is deleted and replaced with “any Breach of Covenant”.
- (e) General Condition 10 is removed and replaced with the following:

Clause 10 – Inspection and condition of the Property

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

- (f) General Conditions 17.1.1(a) and 17.1.2(a) are amended by removing “5%” and replacing it with “\$1,000 including GST”.
- (g) The following clause is inserted as a new General Condition 18.12 to read as follows:
 - “If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:
 - (a) extend the period for Completion under the Notice to Complete; or
 - (b) withdraw the Notice to Complete,
 - by written notice to the Buyer in the Seller’s absolute discretion, and with or without the consent of the Buyer.”
- (h) General Condition 22.1.1 is amended by removing the words ‘the date 7 days after’.
- (i) General Condition 22.1.3 is amended by replacing the words “if Completion occurs later than 7 days after the Date for Completion” with “, however, this clause 22.1.3 does not apply for the benefit of the Buyer”.

57 Buyer acknowledgements

The Buyer acknowledges and agrees:

- (a) subject to the *Competition and Consumer Act 2010* (Cth), no warranties or representation by the Seller or any agent on its behalf were made relating to the Property and the Buyer has relied on its own inspections and enquiries concerning the Property prior to entering this Contract;
- (b) the insurance risk for the Property passes to the Buyer on and from the Date of this Contract;
- (c) that before entering into this Contract, the Seller gave the Buyer a reasonable opportunity to inspect and review the Due Diligence Material;
- (d) that before entering into this Contract, the Buyer read and understood the Due Diligence Material;
- (e) that if documents or copies of documents were attached to this Contract other than by the Seller, the person attaching them did so as agent for the Seller;
- (f) subject to other provisions of this Contract, including the Seller’s Warranties:



- (i) the Seller and its consultants, employees and agents do not warrant the contents of, or that there are no omissions from, the Due Diligence Material;
- (ii) that in entering into this Contract, the Buyer:
 - (A) has not relied on any statement, promise, warranty or representation made or any other conduct engaged in by the Seller or any person on behalf of the Seller except as expressly provided for in this Contract;
 - (B) has relied entirely on the Buyer's own enquiries and inspections of the Property;
 - (C) has satisfied itself as to the nature, quality, condition and state of repair of the Property (including the soil and sub-strata of the Property) and the purposes for which the Property may be lawfully used;
 - (D) has not been induced to enter into this Contract by the Due Diligence Materials;
 - (E) acknowledges that the Due Diligence Materials were prepared and provided solely to assist the Buyer in its investigations;
- (iii) it is aware of all restrictions on development of the Property (if any) and purchases the Property subject to all restrictions relating to the use and development of the Property;
- (g) it has satisfied itself as to:
 - (i) the terms of any Affecting Interest or Encumbrance;
 - (ii) the boundaries or area of the Property;
 - (iii) the value of the Property from its own independent valuations and reports;
 - (iv) any listing or interim listing of the Property or any heritage register or any recommendation, listing, or affectation in respect of the Property by any conservation body;
 - (v) the present and future economic feasibility and economic return of the Property by conducting its own due diligence process making its own projections, assumptions and forecasts;
 - (vi) the presence of any Contamination in, on, or under or emanating from or onto the Property or surrounding areas or in any groundwater and in relation to potential or actual Contamination regarding the Property, including by inquiring of the relevant authorities and undertaking searches of public registers as to pollution and environmental risks;
 - (vii) the suitability of the Property or Improvements for any use by inquiring with the relevant Authorities as to zoning and planning restrictions (including all approvals) on or in respect of the Property and the use to which the Property may be put and the development potential of the Property and as to any approvals granted by any authority in relation to the Property;
 - (viii) the rights and privileges relating to the Property;
 - (ix) any notices or orders issued under a statute or by an authority or any Court requiring work to be done or money spent on or in relation to the Property or any road or waterways adjoining the Property; and



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

58 Condition of Property

- (a) The Buyer acknowledges and agrees that the Property is sold in an 'as-is where-is' condition and state of repair (including structural repair) at the Date of this Contract with all faults, omissions, Defects and Contamination (whether or not they are apparent by inspection) and all infestations and dilapidations including any matter disclosed in this Contract and the Due Diligence Material.
- (b) The Buyer must not make any Claim, requisition, delay Completion, terminate or rescind this Contract due to any of the following:
 - (i) the condition or state of repair of the Property;
 - (ii) any Encroachment by or on the Property;
 - (iii) any listing or interim listing of the Property on any heritage register or any recommendation, listing or affectation in respect of the Property by any conservation body;
 - (iv) anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;
 - (v) any omission or mistake in the measurement or description of the Property or Seller;
 - (vi) the existence or non-existence of any Certificates or approvals for any additions, alternations, structure of building on the Land;
 - (vii) loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the Property prior to Completion;
 - (viii) any actual or alleged Breach;
 - (ix) any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;
 - (x) any Claims (whether threatened or actual) with respect to the common property or any body corporate related to the Property;
 - (xi) loss, damage or need for further works (whether repair or otherwise) to the Property;
 - (xii) any actual or potential breach or Claim with respect to the Lease;
 - (xiii) any installation or services which are on or pass through or over the Property which are used by adjoining land or pass through any other land despite the absence of easements or rights affecting or benefiting the Property;
 - (xiv) requirements of an Authority (whether made before or after the Date for Completion);
 - (xv) any Contamination located at, emanating or escaping from, or affecting the Property or any Contamination located at the Property which has affected or is affecting the surrounding properties;



- (xvi) anything disclosed in the Due Diligence Material;
- (xvii) any application under the *Native Title Act 1993* (Cth) or the *Native Title Act 1994* (ACT) in respect of the Property;
- (xviii) non-compliance of the Property with any law; or
- (xix) the existence or non-existence of any services or utilities.

59 Inclusions and Exclusions

- (a) The Inclusions are included in the sale of the Property to the Buyer.
- (b) The Exclusions do not form part of the sale of the Property to the Buyer.
- (c) The Inclusions are sold to the Buyer free from all Affecting Interests.
- (d) The Buyer must not make any Claim or delay Completion due to any damage, breakdown or failure of any Inclusions after the Date of this Contract.
- (e) The Seller is not liable for, and the Buyer releases the Seller from all liability or loss arising from, and cost incurred in connection with, damage to, mechanical breakdown of, or fair wear and tear to, the Inclusions which occur after the Date of this Contract, unless caused by the Seller's negligence.
- (f) The Seller need not give formal delivery of the Inclusions included in the sale but must leave them at the Property on Completion.
- (g) The Seller warrants that the Inclusions will be free of encumbrances on Completion.

60 Contamination

- (a) The Buyer warrants it has entered into this Contract in reliance on its own environmental audit and assessment of any Contamination on or in the Property and advice from its consultants to the extent of any Contamination on or in the Property.
- (b) The Buyer acknowledges that it has not relied on any statement, representation, information or other materials with respect to Contamination in or on the Property prior to entering this Contract and that no warranties were given by the Seller with respect to the presence or extent of Contamination on or affecting the Property.
- (c) Despite any provision of the Contract to the contrary, to the maximum extent permissible by law, on and from Completion, the Buyer shall assume all responsibility for and make no claim against the Seller with respect to, and releases the Seller from, any loss or any Claim in respect of the following whether arising from anything before or after the Date for Completion:
 - (i) any direction, notice or order given or made after Completion under any Environmental Law in relation to the Property;
 - (ii) any breach of any Environmental Law which relates to the Property;
 - (iii) any Claim, order, notice or direction by any Authority or other third party arising out of or in relation to the Property or any adjoining land or water, including the presence on, in or



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

- (iv) the presence of Contamination in, under, above or within the Property;
 - (v) the emanation or escape of Contamination from the Property or adjoining land (including through the medium of ground water);
 - (vi) any act or omission, whether negligent or otherwise, on the part of any Authority or any prior owner or occupier of the Property and not relating to or arising out of the condition of the Property; or
 - (vii) compliance with any Environmental Law or requirements of any Authority in respect of the Contamination (including any clean up orders or similar requirements imposed by an Authority).
- (d) This Special Condition 60 will not merge on Completion.

61 Sale subject to Sublease

- (a) The Property is sold and the Buyer takes title subject to the Sublease.
- (b) In consideration of payment of the Price, the Seller assigns to the Buyer, subject to and with effect from Completion, the benefit of all assignable covenants under or contained in the Sublease on the part of a Lessee, in favour of the Seller and any predecessor in title, whether or not those assignable covenants touch and concern or run with the land, together with the full benefit of any assignable guarantees in favour of the Seller contained in the Sublease.
- (c) The Buyer:
 - (i) acknowledges that it has inspected and undertaken its own due diligence of the Sublease and made its own enquiries in relation to all matters in the Sublease and represents and warrants that it has satisfied itself in all respects; and
 - (ii) accepts the Sublease and the Sublease Documents.
- (d) The Seller does not warrant or represent any of the following:
 - (i) the Sublease will be in existence or will be in force as at Completion;
 - (ii) the Lessee will not be in default under the Sublease as at Completion;
 - (iii) the Lessee will be in occupation of the Land at Completion;
 - (iv) the Sublease is legally binding and valid;
 - (v) the Lessee is able to comply with its obligations under the Sublease;
 - (vi) the Security is valid, enforceable or assignable to the Buyer; and
 - (vii) the Sublease Documents comply with all relevant legislation, including but not limited to the *Leases (Commercial and Retail) Act 2001 (ACT)*, the *Civil Law (Property) Act 2006 (ACT)* or the *Land Titles Act 1925 (ACT)*, and



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

- (e) The Buyer is not entitled to rescind, terminate or delay completion of this Contract, or make any Claim in relation to any matter relating to the Sublease, including:
 - (i) by reason of any term of the Sublease;
 - (ii) in relation to the use of any premises the subject of the Sublease;
 - (iii) in relation to any outstanding breach of the Sublease or any relevant legislation including but not limited to the *Leases (Commercial and Retail) Act 2001* (ACT), the *Civil Law (Property) Act 2006* (ACT) or the *Land Titles Act 1925* (ACT);
 - (iv) on the grounds that the term of the Sublease is or may be unenforceable or that the Sublease is unenforceable or open to termination; and
 - (v) that the actual area of any of the premises the subject of the Sublease (as surveyed in accordance with the Property Council of Australia method of measurement) is different to that stated in the Sublease Documents or in information made available to the Buyer.
- (f) From Completion, the Buyer must comply with the obligations of the lessor or licensor under the Sublease including but not limited to complying with the obligations of the Seller for any option to renew, and any covenants that do not touch and concern or run with the Land.
- (g) The Buyer indemnifies the Seller from and against any Claim that may be made against the Seller as a result of a failure by the Buyer, or its assignees, to observe and comply with the covenants and undertakings on the part of the lessor or licensor under the Sublease after Completion or any liability relating to the Property or its operation after Completion.
- (h) Prior to Completion:
 - (i) the Seller is entitled to draw or call on the Security; and
 - (ii) the Seller is not under any obligation to enforce any term of the Sublease, unless the Seller is required to under the terms of the Sublease, in which event it will notify the Buyer.
- (i) The Seller agrees that after the Date of this Contract until Completion it will not without the prior written approval of the Buyer:
 - (i) enter into any new tenancy including any further lease;
 - (ii) consent to any subleases or sub tenancies relating to the Property;
 - (iii) consent or approve any variation, assignment, transfer or surrender of the Sublease;
 - (iv) terminate the Sublease or take steps to re-enter or waive any breach of the Sublease Document.
- (j) The Seller will provide the Buyer with any original Sublease Documents it has in its possession as at the Date of this Contract on Completion (including, subject to the Seller exercising its right under Special Condition 61(h), the Security).
- (k) From Completion, in respect of each bank guarantee which the Seller delivers to the Buyer:



- (i) if assignment is permitted and effective, the Seller assigns all its rights under the bank guarantee to the Buyer and will prepare notices to each bank advising of such assignment; or
- (ii) if assignment is not permitted or is ineffective:
 - (A) the Seller must deliver to the Buyer at Completion, letters to each Tenant and to each bank, notifying them of the sale of the Property and asking the bank to redraw the bank guarantees in the Buyer's favour (and the Tenant to provide any approval required for this to occur); and
 - (B) until such time as replacement bank guarantees are provided but by no later than three (3) months after Completion, the Seller holds its rights under the bank guarantees for the benefit of the Buyer and must promptly do whatever the Buyer reasonably requires at the Buyer's expense to enable the Buyer to enjoy that benefit.
- (l) The Seller must prepare and deliver to the Buyer at Completion a notice in favour of each guarantor under the Sublease, giving the guarantor written notice of the assignment to the Buyer of the benefit of the relevant guarantee.
- (m) Where the Seller holds a cash deposit from the Lessee under the Sublease, the amount of the Price payable by the Buyer to the Seller on the Completion Date will be reduced by the amount of such cash deposit.
- (n) The Seller will provide the Buyer with a notice of attornment addressed to the Lessee on Completion. The Buyer must serve the notice of attornment on the Lessee as soon as reasonably practicable following Completion.
- (o) If required by a Sublease Document or the Seller, the Buyer must enter a deed of covenant prepared by the Seller at its cost under which the Buyer recognises the Lessee's interest in the Property under the Sublease Document and confirms that the Buyer will have the benefit of the Lessee's covenant under the applicable Sublease Document. If required, the Buyer must sign and return the original to the Seller within five (5) Business Days of being provided with the executable version.
- (p) Subject to the Seller holding an original duly signed copy of the Sublease on the Date of this Contract in registrable form, the Seller agrees to arrange for the registration of the Sublease prior to Completion.

62 Completion

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

63 Adjustments

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



64 Adjustment of Sublease Payments

- (a) The Seller is entitled to Sublease Payments up to and including Completion. The Buyer is entitled to Sublease Payments following Completion.
- (b) The Seller and the Buyer acknowledge and agree that:
 - (i) the parties must adjust the Sublease Payments in accordance with this Special Condition 64 in order to give effect to Special Condition 64(a); and
 - (ii) the party that issues a tax invoice to a Lessee will retain the GST paid by that Lessee.
- (c) If any Sublease Payment on the Date for Completion is in arrears for any period up to and including the Date for Completion (including, for the avoidance of doubt, any Sublease Payment that is payable but unpaid for the relevant period in which Completion occurs):
 - (i) that Sublease Payment will not be adjusted on the Date for Completion and the parties must, if necessary, promptly adjust the Sublease Payment when it is received by either party;
 - (ii) when any Sublease Payment for a period up to and including the Date for Completion is received by the Buyer, the Buyer must promptly account to the Seller for any Sublease Payment that it receives in respect of a period up to and including the Date for Completion;
 - (iii) despite anything to the contrary, that Sublease Payment (and to the extent only that it relates to a period up to and including the Date for Completion) is not included in this sale and is not assigned to the Buyer on the Date for Completion; and
 - (iv) if the Seller's right to recover that Sublease Payment is not preserved by Special Condition 64(c)(ii), then the Buyer must assign the Sublease Payment to the Seller (but to the extent only that relates to a period up to and including the Date for Completion) and do everything reasonably necessary (at the Seller's cost and expense) to assist the Seller to recover such amounts from the relevant Lessee.
- (d) If any Sublease Payment for a period beginning before and ending after the Date for Completion is reassessed after the Date for Completion, including by way of a review of rent, the parties must adjust the reassessed amount under Special Condition 64(e). If a Lessee is obliged to pay an estimate of any Sublease Payment:
 - (i) that estimate is adjusted on the Date for Completion; and
 - (ii) the parties must adjust the estimate against the actual Sublease Payment under Special Condition 64(e).
- (e) The parties agree:
 - (i) if a Sublease Payment was adjusted at Completion on an amount that proves to be different from the actual amount of the Sublease Payment, then either party may require a readjustment. The readjustment will be made within 21 days after completion of the final accounts for the outgoings year current as at the Date for Completion;
 - (ii) if a payment is made or a refund given because an amount of a Sublease Payment is unpaid and that Sublease Payment is later paid then the party receiving the payment must make any appropriate adjustment in favour of the other party;
 - (iii) the parties must co-operate, act promptly and reasonably, and provide each other with the financial and other information required to make the post-settlement readjustments.



65 GST – Sale of going concern

- (a) In this Special Condition 65 for an expression or definition not defined in this Contract is taken to have the same meaning given to the term in the GST Law.
- (b) The Seller and the Buyer agree that the supply by the Seller of the Property owned by the Seller and any related supplies by the Seller to the Buyer under or in connection with this Contract, including the supply of a leasing enterprise, is the supply of a going concern for the purposes of section 38-325 of the GST Law and the Seller and the Buyer intend that the supply will be GST-free under that section.
- (c) The Buyer warrants to the Seller that it is registered or is required to be registered under the GST Law, and will remain so up to and including Completion, so as to satisfy the requirements of section 38-325(1)(b) of the GST Law.
- (d) The Seller warrants to the Buyer that it will carry on the relevant enterprise until the day of supply, so as to satisfy the requirements of section 38 325(2)(b) of the GST Law.
- (e) The Buyer acknowledges that the Price has been agreed upon the assumption that the supply of the Property and any related supplies by the Seller to the Buyer under or in connection with this Contract are GST-free and the Buyer agrees (if that assumption is incorrect) to pay to the Seller the amount of any GST imposed on the supply, within ten (10) Business Days of receipt of a tax invoice from the Seller.
- (f) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Contract are exclusive of GST.
- (g) If GST is imposed on any other supply made under this Contract, the recipient must pay to the supplier, in addition to, and at the same time as consideration is to be provided for the supply, GST calculated at the prevailing GST rate on the amount of consideration paid including any penalties or interest.
- (h) If the amount of GST paid or payable by the supplier on any supply made under this Contract differs from the amount of GST paid by the recipient, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case may be.
- (i) The parties expressly agree that the rights of the parties under this Special Condition 65 will not merge on Completion.
- (j) If the Buyer becomes liable to pay the Seller any monies under this Special Condition 65 (**Outstanding Amount**), the Buyer agrees to grant the Seller a charge over the Property equal to the Outstanding Amount. The parties agree that the Seller will be permitted to lodge a caveat over the Property to protect its interest in any Outstanding Amount under this Special Condition 65.

66 Property management

Until Completion, the Seller must manage the Property:

- (a) prudently and responsibly; and
- (b) in the same way that the Seller has managed it in the period up to the Date of this Contract.



67 Death & mental illness

- (a) If the Buyer (or one of the buyers, if there are multiple buyers):
 - (i) dies; or
 - (ii) is clinically assessed or diagnosed with a mental disorder and / or mental illness (as defined in the *Mental Health Act 2015* (ACT)) by a health professional,then the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.
- (b) If this Contract is rescinded in accordance with this Special Condition 67, then General Condition 21 will apply.

68 Insolvency Event

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

69 Seller Agent

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property.
- (b) The Buyer indemnifies the Seller against any Claim or demand for commission or remuneration by any person other than the Seller's Agent arising from a breach of the warranty in Special Condition 69(a).

70 Seller's Warranties

- (a) The Seller warrants and represents to the Buyer the Seller's Warranties.
- (b) Each of the Seller's Warranties is made as at the Date of this Contract and as at Completion except that where a warranty refers to only one such date or time, the warranty is given only as at that date or time.
- (c) Each of the Seller's Warranties is to be treated as a separate warranty and representation.
- (d) The Seller acknowledges that the Buyer has entered into this Contract in reliance on the Seller's Warranties.
- (e) Each of the Seller's Warranties remains in full force and effect after Completion.

71 Buyer's Warranties

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



- (b) Each of the Buyer's Warranties is made as at the Date of this Contract and as at Completion except that where a warranty refers to only one such date or time, the warranty is given only as at that date or time.
- (c) Each of the Buyer's Warranties is to be treated as a separate warranty and representation.
- (d) The Buyer acknowledges that the Seller has entered into this Contract in reliance on the Buyer's Warranties.
- (e) Each of the Buyer's Warranties remains in full force and effect after the Completion Date.

72 FIRB approval

- (a) The Buyer warrants to the Seller that:
 - (i) it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property; and
 - (ii) the Treasurer cannot make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.
 - (iii) In the event the Buyer's warranty in Special Condition 72(a) is breached, the Buyer indemnifies the Seller against any penalties, fines, legal costs, claims, loss or damage suffered by the Seller.
- (b) This Special Condition 72 is an essential term of the Contract.

73 No caveat

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

74 Confidentiality

- (a) Each party must keep the terms of this document, including the Price, confidential until Completion unless the disclosure is:
 - (i) to any Authority for the purposes of lodgement or assessment of duty;
 - (ii) to those of its representatives who:
 - (A) have a need to know for the purposes of this document or the transactions contemplated by it; and
 - (B) undertake in writing to keep the disclosed information confidential;
 - (iii) to any person with the prior written approval of the other party; or
 - (iv) if required to do so by a law or the listing rules of the Australian Stock Exchange (ASX).



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

75 Entire agreement

- (a) This Contract:
 - (i) sets out the entire understanding between the parties concerning the subject matter of this Contract; and
 - (ii) supersedes any prior arrangement, contract, agreement, advice or material provided to the Buyer.
- (b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

76 Director guarantee & indemnity

- (a) If the Buyer is a corporation that is not listed on the ASX or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure B (**Guarantee & Indemnity Deed**).
- (b) If any Guarantor has not signed the Guarantee & Indemnity Deed within seven (7) days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.



Execution Page

Seller

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

Signature of Sole Director/Company Secretary

Name of Sole Director/Company Secretary

Buyer

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

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary

Name of Director



Annexure B – Deed of Guarantee & Indemnity

In this Deed:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.
- (c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.
- (d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (d).
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:
 - (i) the death, bankruptcy or liquidation of any Guarantor;
 - (ii) the resignation of any Guarantor as a director of the Buyer;
 - (iii) any waiver or extension of time granted from the Seller to the Buyer;
 - (iv) the Contract being held invalid or incomplete for any reason;
 - (v) Completion of the Contract;
 - (vi) the termination of the Contract; or
 - (vii) improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.
- (i) The Guarantor may not:
 - (i) raise a set-off or counterclaim available to it or the Buyer against the Seller in reduction of its liability under this guarantee and indemnity; or
 - (ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Seller in connection with this Contract; or
 - (iii) make a claim or enforce a rights against the Buyer or its property; or
 - (iv) prove in competition with the Seller if a liquidator, provisional liquidation, receiver, administrator, or trustee in bankruptcy is appointed in respect of the Buyer or the Buyer is otherwise unable to pay its debts when they fall due,

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



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

Signature of Guarantor

Signature of Witness

Name of Guarantor

Name of Witness
(Please print)

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

Signature of Guarantor

Signature of Witness

Name of Guarantor

Name of Witness
(Please print)



Annexure C – Seller’s Warranties

The Seller warrants and represents to the Buyer that:

- (a) the Seller is the legal owner and registered proprietor of the Property and has complete and unrestricted power and authority to sell the Property to the Buyer;
- (b) the Seller is validly existing under the applicable legislation of its place of incorporation or registration;
- (c) the Seller has the power to enter into and perform its obligations under this Contract and to carry out the transactions contemplated in this Contract;
- (d) the Seller’s obligations under this Contract are valid, binding and enforceable against the Seller in accordance with their terms; and
- (e) to the best of the Seller’s knowledge and belief, the Seller has not deliberately withheld any information or documents relating to the Property, which in the Seller’s reasonable opinion would be material to a prudent buyer of property of the nature of the Property in making a decision to enter into this Contract on its terms.



Annexure D – Buyer's Warranties

The Buyer warrants and represents to the Seller that:

- (a) each of the Buyer's Warranties is true, complete and accurate, does not contain any material omission, and is not misleading;
- (b) the execution and delivery of this Contract has been properly authorised by all necessary corporate action of the Buyer;
- (c) the Buyer has full corporate power and lawful authority to execute and deliver this Contract and to consummate and perform or cause to be performed its obligations under this Contract;
- (d) this Contract constitutes a legal, valid and binding obligation on the Buyer enforceable in accordance with its terms by the appropriate legal remedy;
- (e) this Contract does not conflict with or result in the breach of or default under any provision of the Buyer's constitution or any material term of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which the Buyer is a party or a subject or by which it is bound;
- (f) to the best of the Buyer's knowledge, there are no actions, claims, proceedings or investigations pending or threatened against the Buyer or to the Buyer's knowledge by, against or before any person which may have a material effect on this Contract and its completion;
- (g) if the Buyer is a trustee for a trust:
 - (i) the Buyer is and has always been the only trustee of the Buyer's trust;
 - (ii) the Buyer's trust is validly constituted and has not been terminated or resettled;
 - (iii) no action has been taken or proposed to remove the Buyer as the trustee of the Buyer's Trust or to terminate the Buyer's trust;
 - (iv) the Buyer has, subject to the terms of the Buyer's Trust deed, a right to be indemnified out of the assets of the Buyer's trust in respect of obligations incurred by it under this Contract; and
 - (v) the Buyer has power under the Buyer's trust to enter into this Contract and effect the purchase of the Property and, in doing so, is not in breach of the provisions of the Buyer's trust.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proprietor

GROUP 28 PTY LTD

1/29 BADHAM STREET, DISCKSON ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3027380

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

End of interests

ADMINISTRATIVE INTERESTS

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

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

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

Description

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

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

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

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

Description

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

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 12,812

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Subject To Easement Created By TGE 3027380

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

End of interests

ADMINISTRATIVE INTERESTS

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

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

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

Description

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

BASEMENT 2

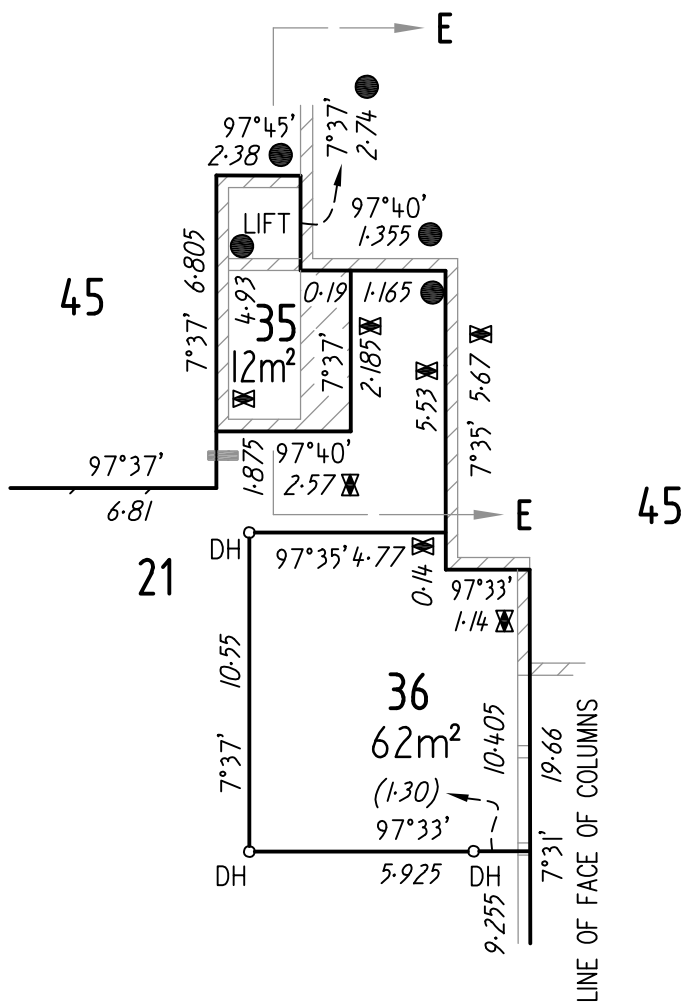
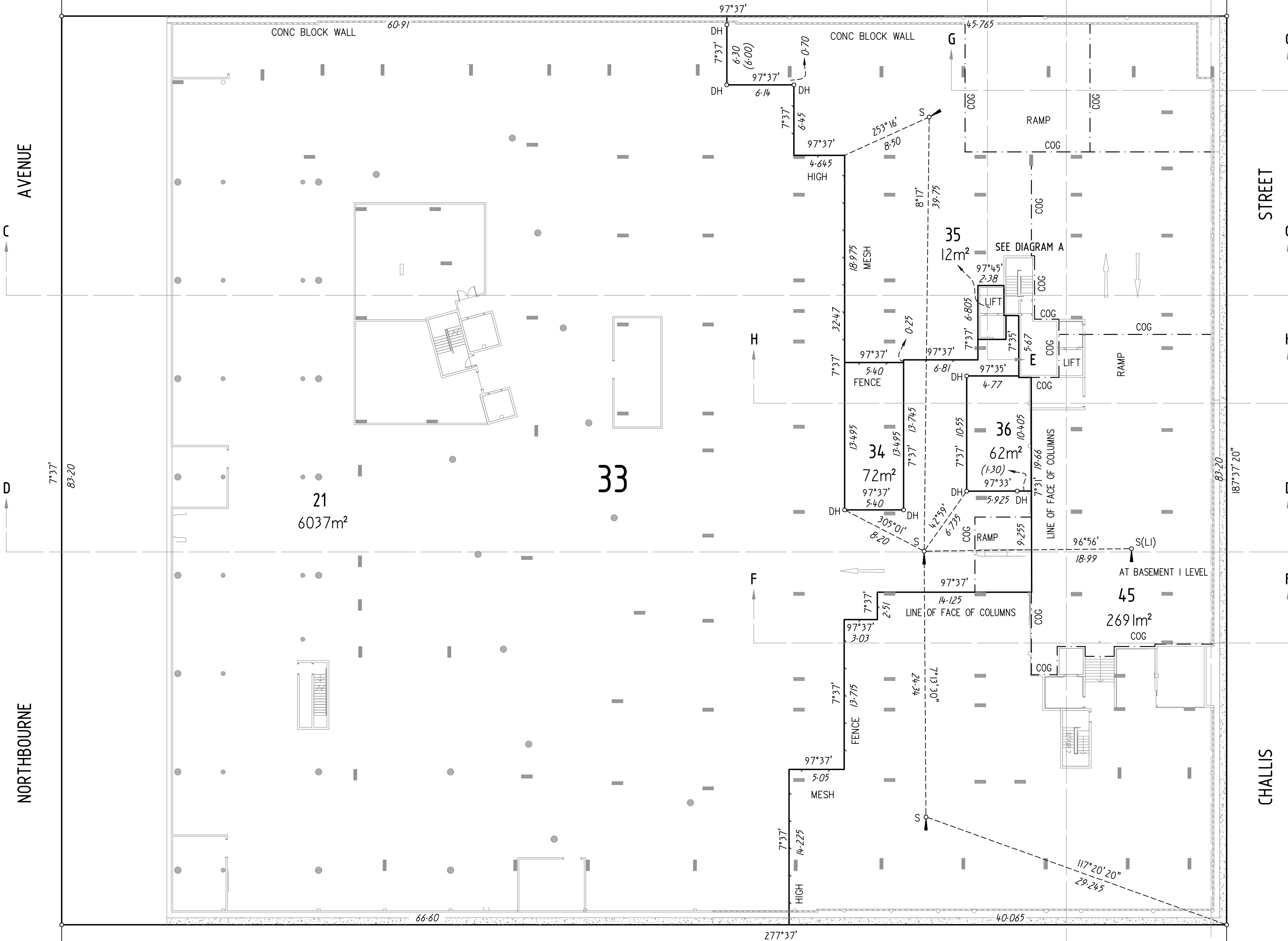
19
33
DP 11570

AVENUE

NORTHBOURNE

STREET

CHALLIS



TERRITORY LAND

DIAGRAM A
NOT TO SCALE

SCALE 1:250

0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/2

19
33
DP 11570

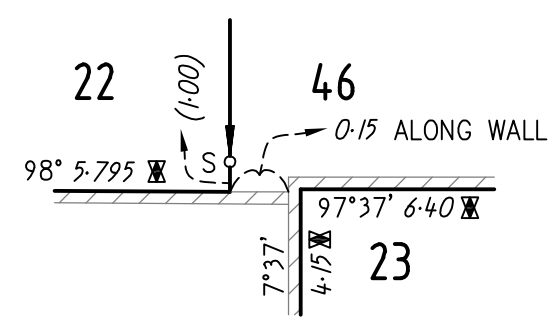
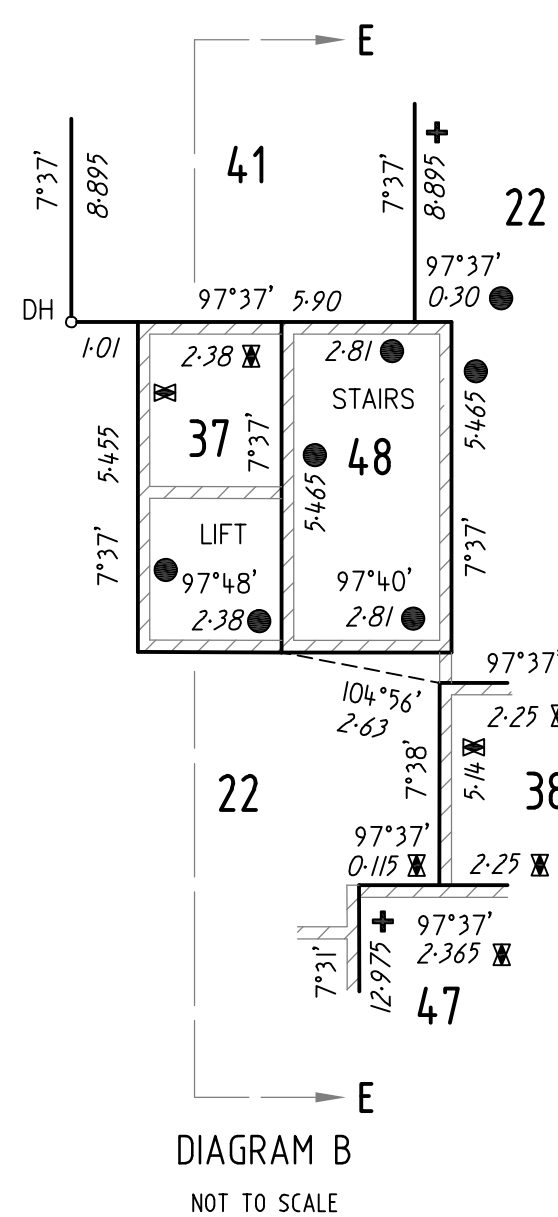
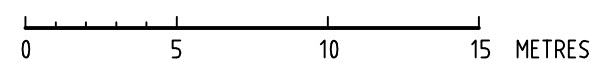


DIAGRAM C
NOT TO SCALE

SCALE 1:250



DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/3

GROUND

19
33
DP 11570

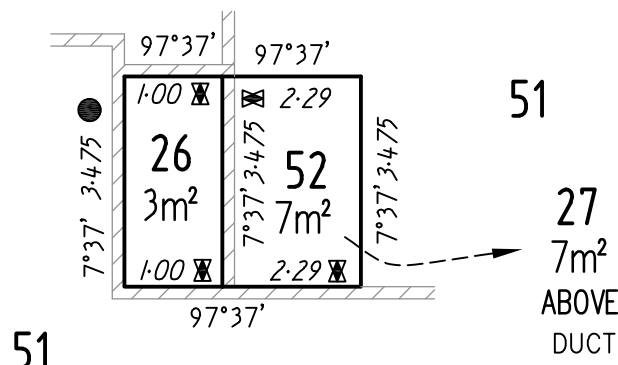
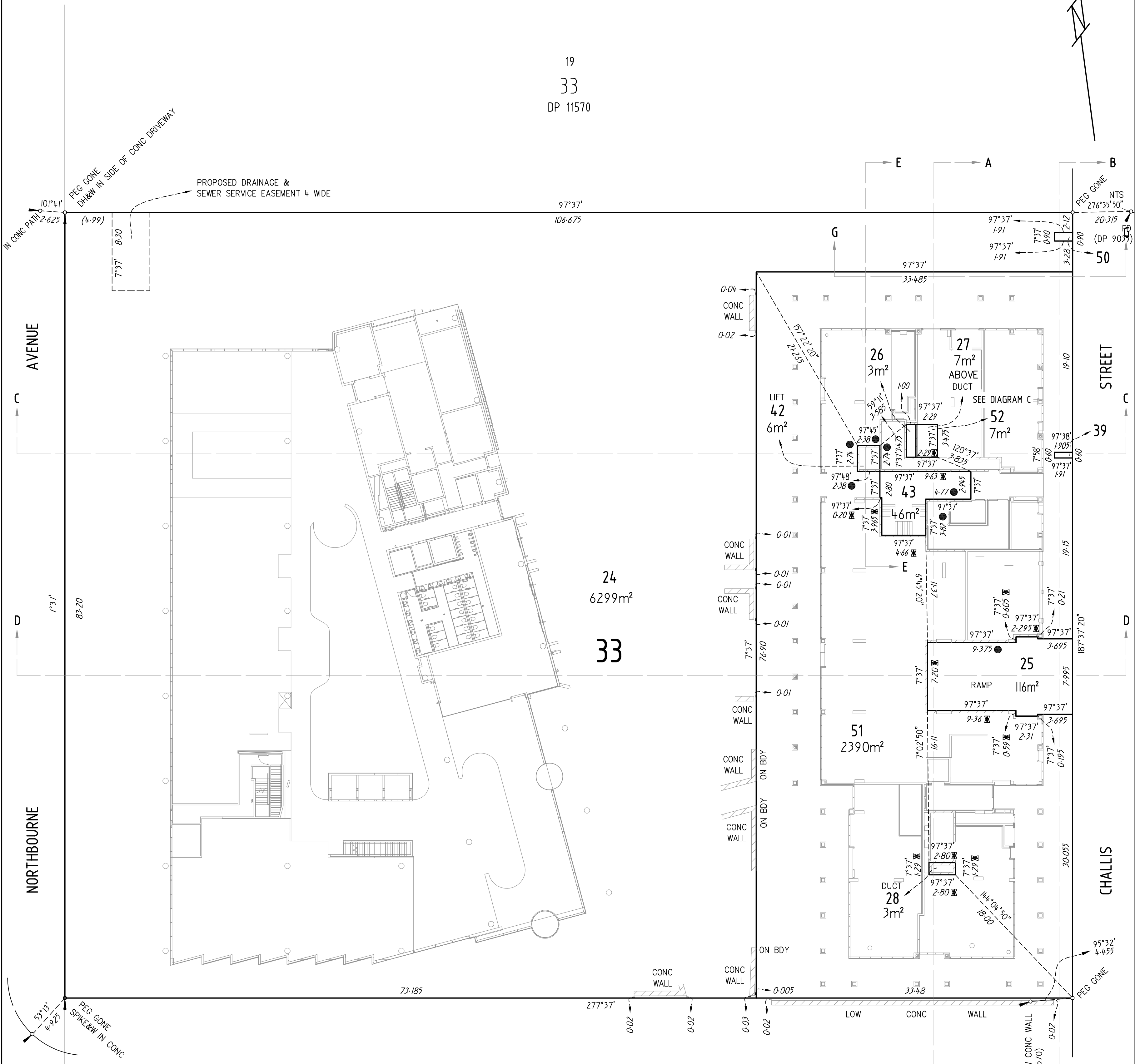


DIAGRAM C
NOT TO SCALE

SCALE 1:250
0 5 10 15 METRES

DATED 10 JUNE 2020

(Signature)

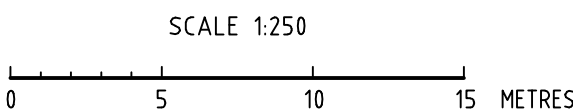
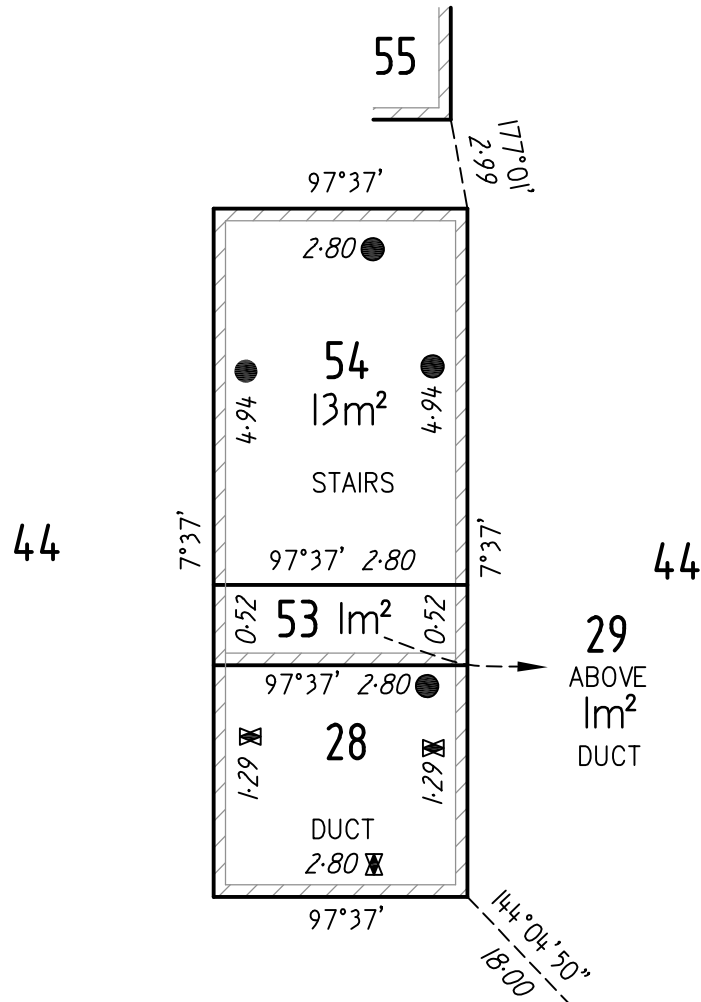
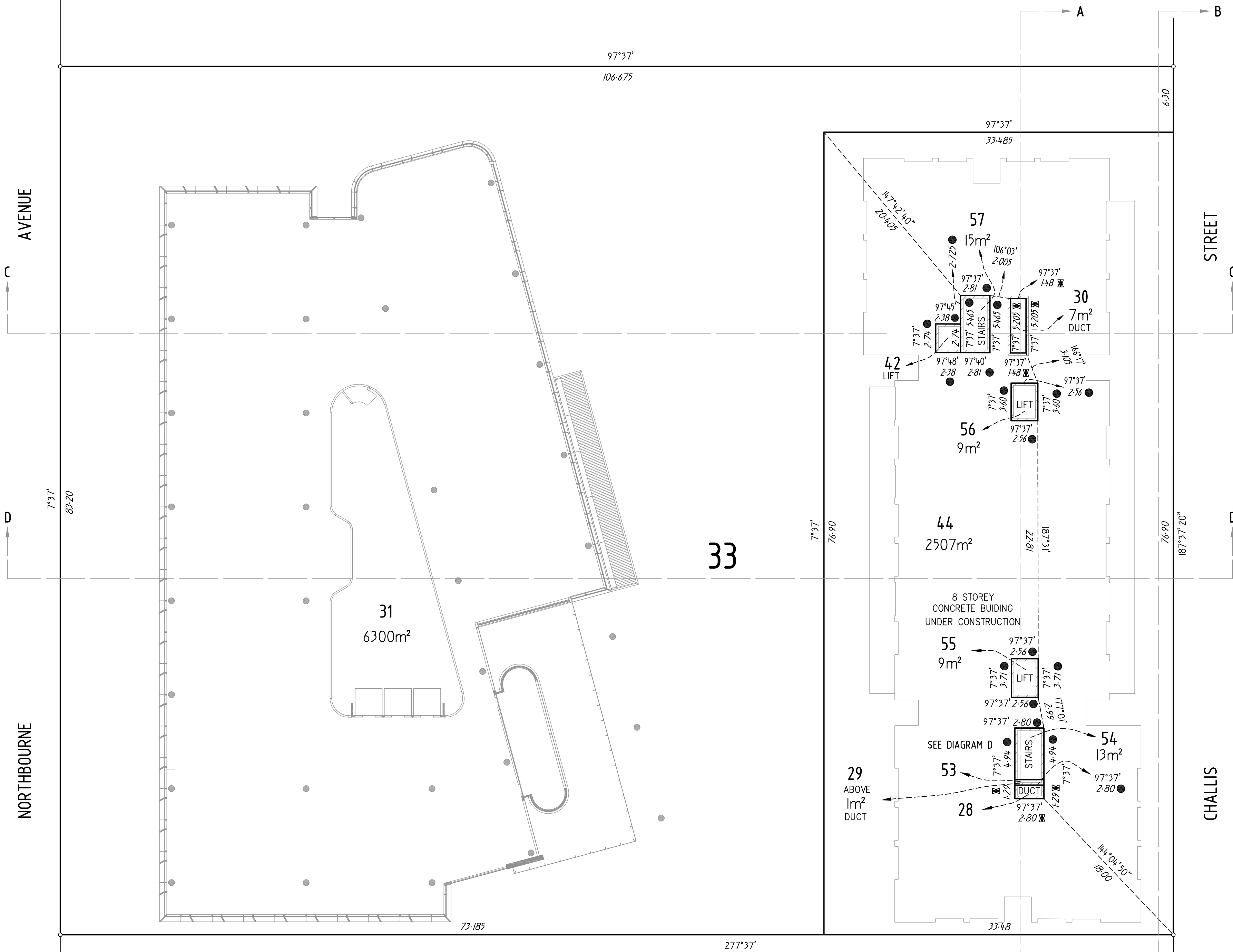
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/4

LEVEL 1

19
33
DP 11570



DATED 10 JUNE 2020

(Signature)

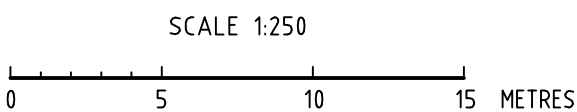
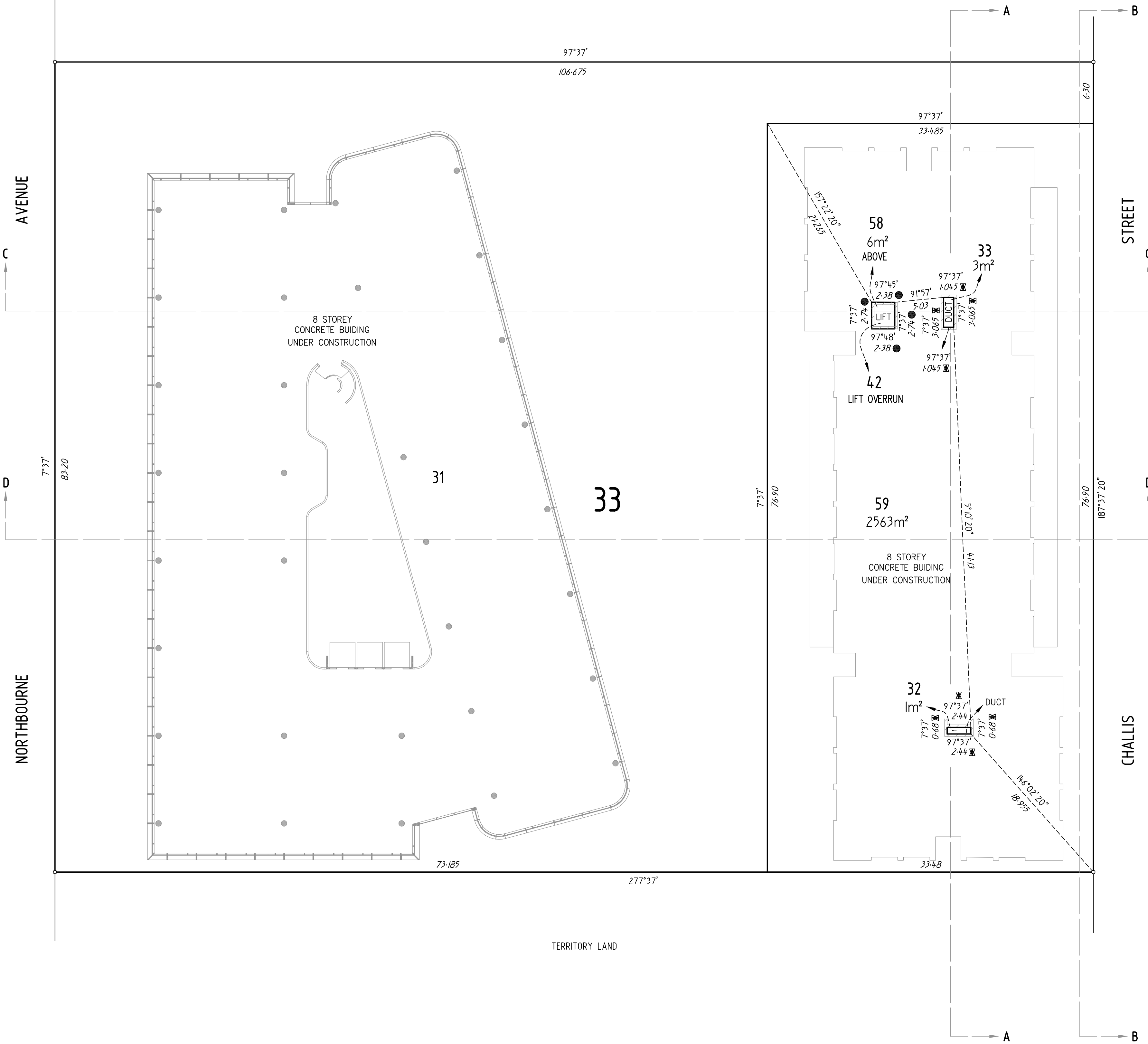
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/5

LEVEL 2

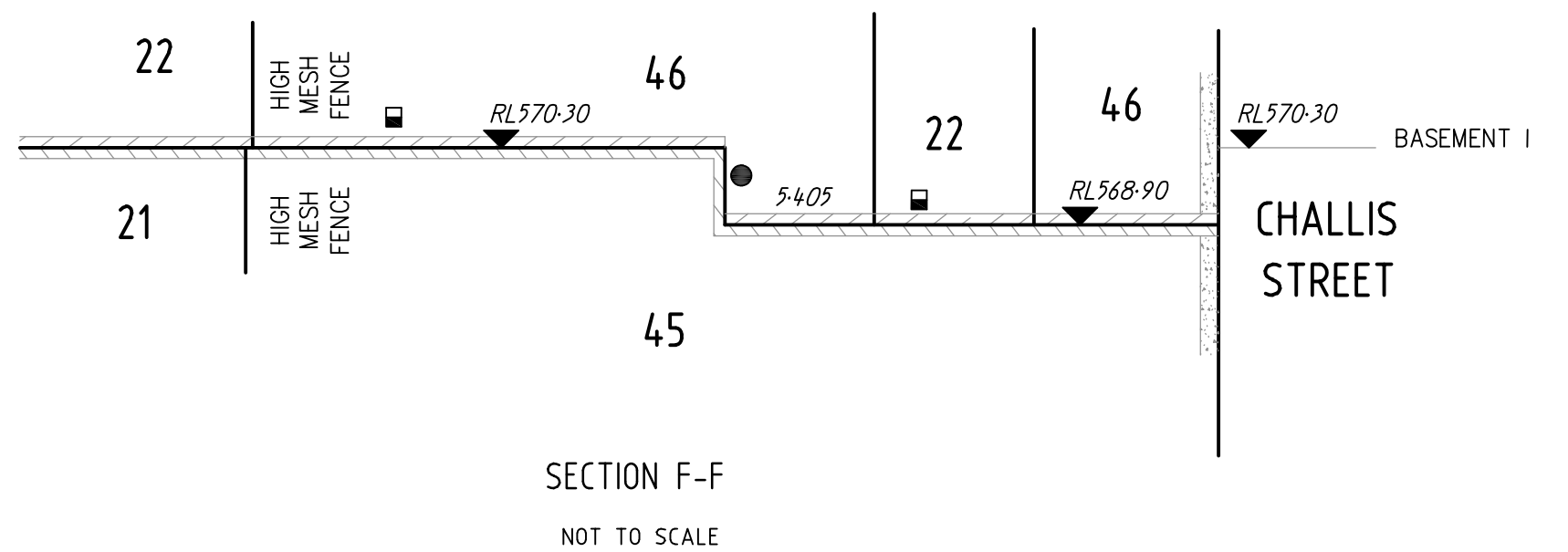
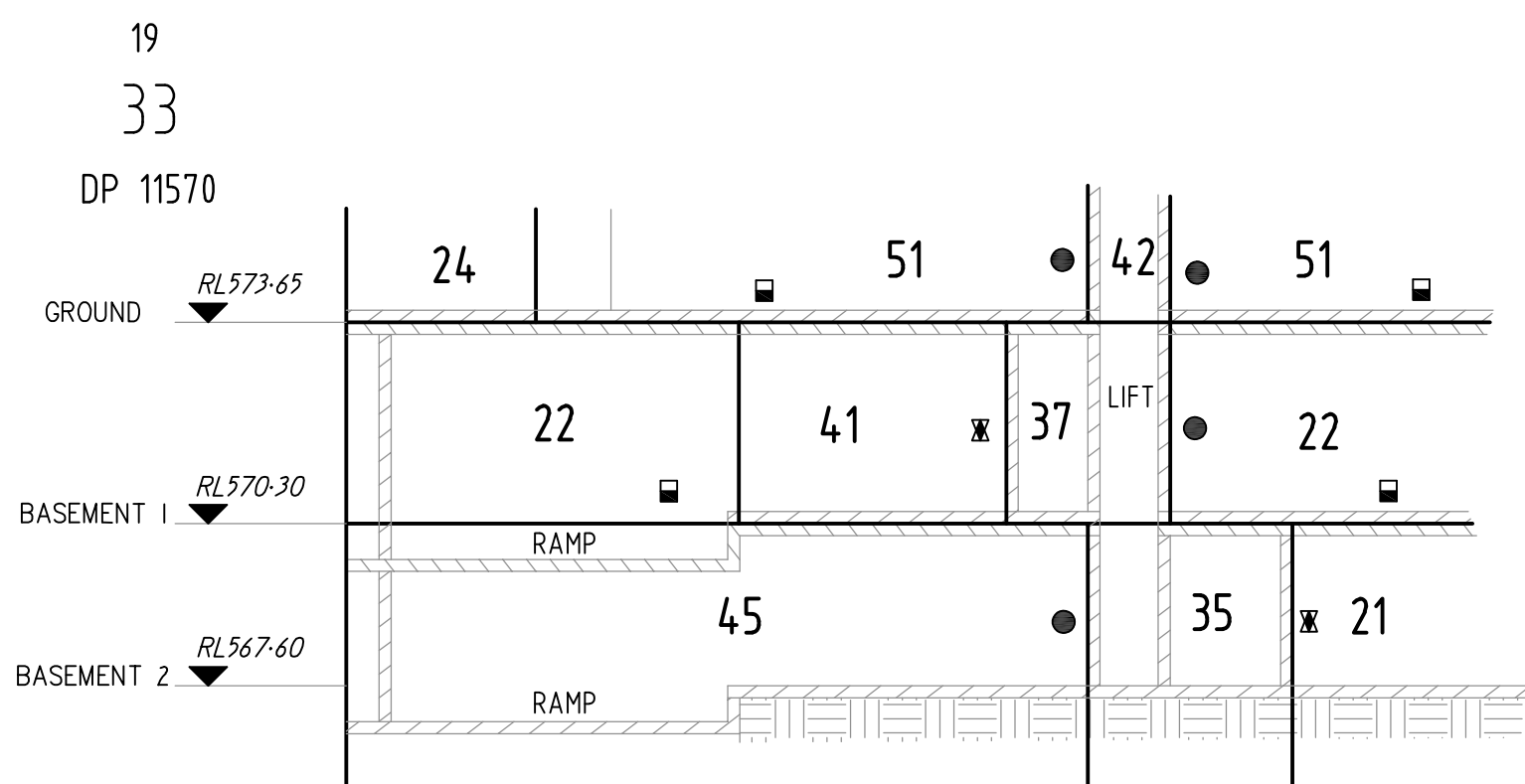
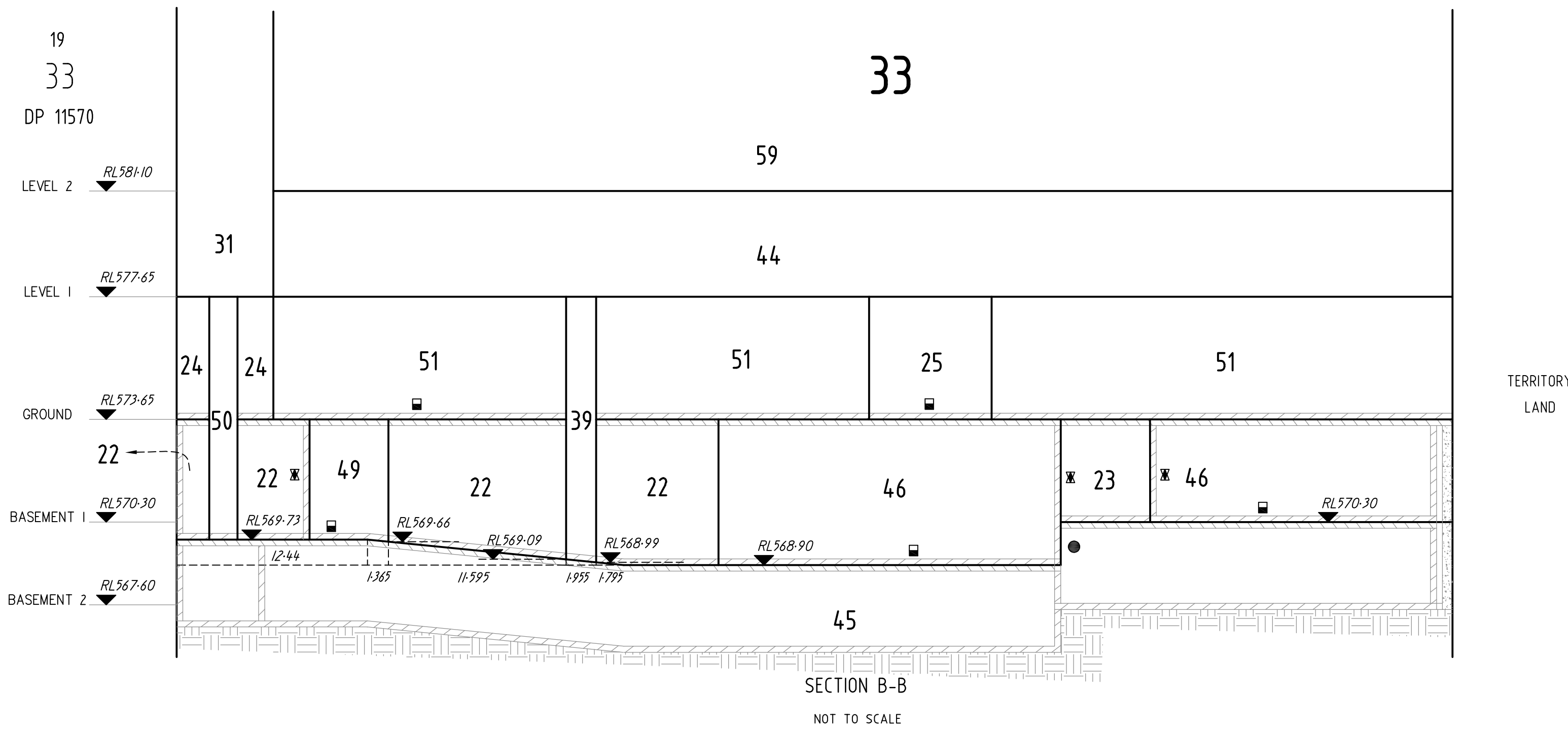
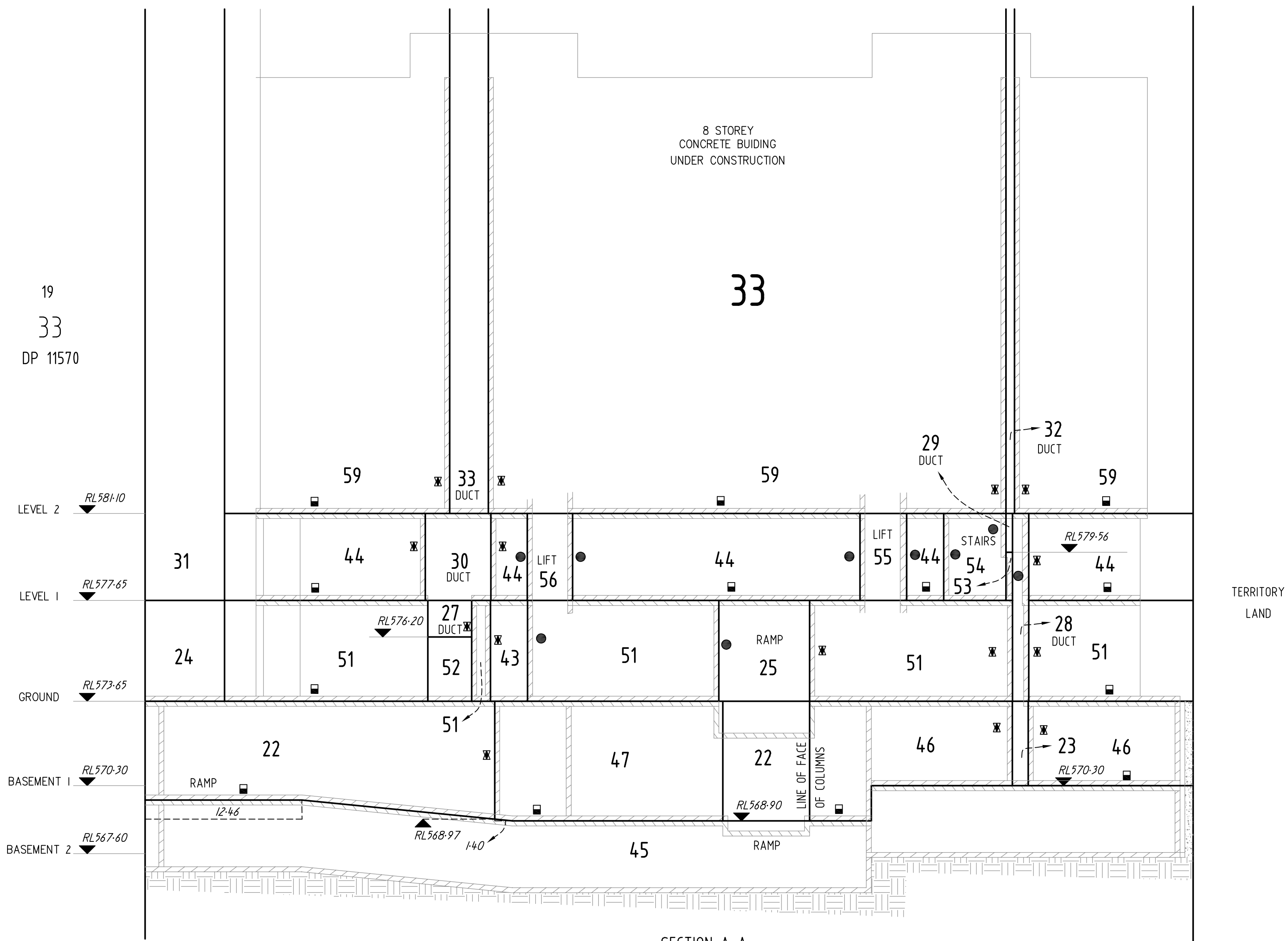
19
33
DP 11570



DATED 10 JUNE 2020
(Signature) *W.R. Campbell*
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

12155/6



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

DEPOSITED PLAN

12155/7

NORTHBOURNE
AVENUE

LEVEL 2
LEVEL 1
GROUND
BASEMENT 1
BASEMENT 2

CHALLIS
STREET

SECTION C-C
NOT TO SCALE

NORTHBOURNE
AVENUE

LEVEL 2
LEVEL 1
GROUND
BASEMENT 1
BASEMENT 2

CHALLIS
STREET

SECTION D-D
NOT TO SCALE

CHALLIS
STREET

SECTION G-G
NOT TO SCALE

CHALLIS
STREET

SECTION H-H
NOT TO SCALE

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

DEPOSITED PLAN

12155/8

BASEMENT 2

BLOCK 21 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 570.30 AND UNLIMITED IN DEPTH

BLOCKS 34–36 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 570.30 AND UNLIMITED IN DEPTH

BLOCK 45 A IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 570.30, RL 569.73 & RL 568.90 AND UNLIMITED IN DEPTH

BASEMENT 1

BLOCK 22 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90

BLOCK 23 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30

BLOCKS 37, 38, 40 & 41 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30

BLOCK 39 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 569.09 & RL 568.99

BLOCK 46 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 & RL 572.68 AND LIMITED IN DEPTH TO RL 570.30 & RL 568.90

BLOCK 47 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 568.97 AND RL 568.90

BLOCK 48 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30

BLOCK 49 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 569.73 & RL 569.66

BLOCK 50 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 569.73

GROUND

BLOCK 24 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 25 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68

BLOCK 26 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 27 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 576.20

BLOCK 28 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581.10 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 42 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 582.60 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 43 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 51 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65

BLOCK 52 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 576.20 AND LIMITED IN DEPTH TO RL 573.65

LEVEL 1

BLOCK 29 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581.10 AND LIMITED IN DEPTH TO RL 579.56

BLOCK 30 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581.10 AND LIMITED IN DEPTH TO RL 577.65

BLOCK 31 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 577.65

BLOCK 44 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 581.10 AND LIMITED IN DEPTH TO RL 577.65

BLOCK 53 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 579.56 AND LIMITED IN DEPTH TO RL 577.65

BLOCKS 54–57 ARE STRATUM BLOCKS LIMITED IN HEIGHT TO RL 581.10 AND LIMITED IN DEPTH TO RL 577.65

LEVEL 2

BLOCKS 32 & 33 ARE STRATUM BLOCKS UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 581.10

BLOCK 58 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 582.60

BLOCK 59 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 581.10

DATED 10 JUNE 2020

(Signature)

Surveyor registered under the Surveyors Act 2007

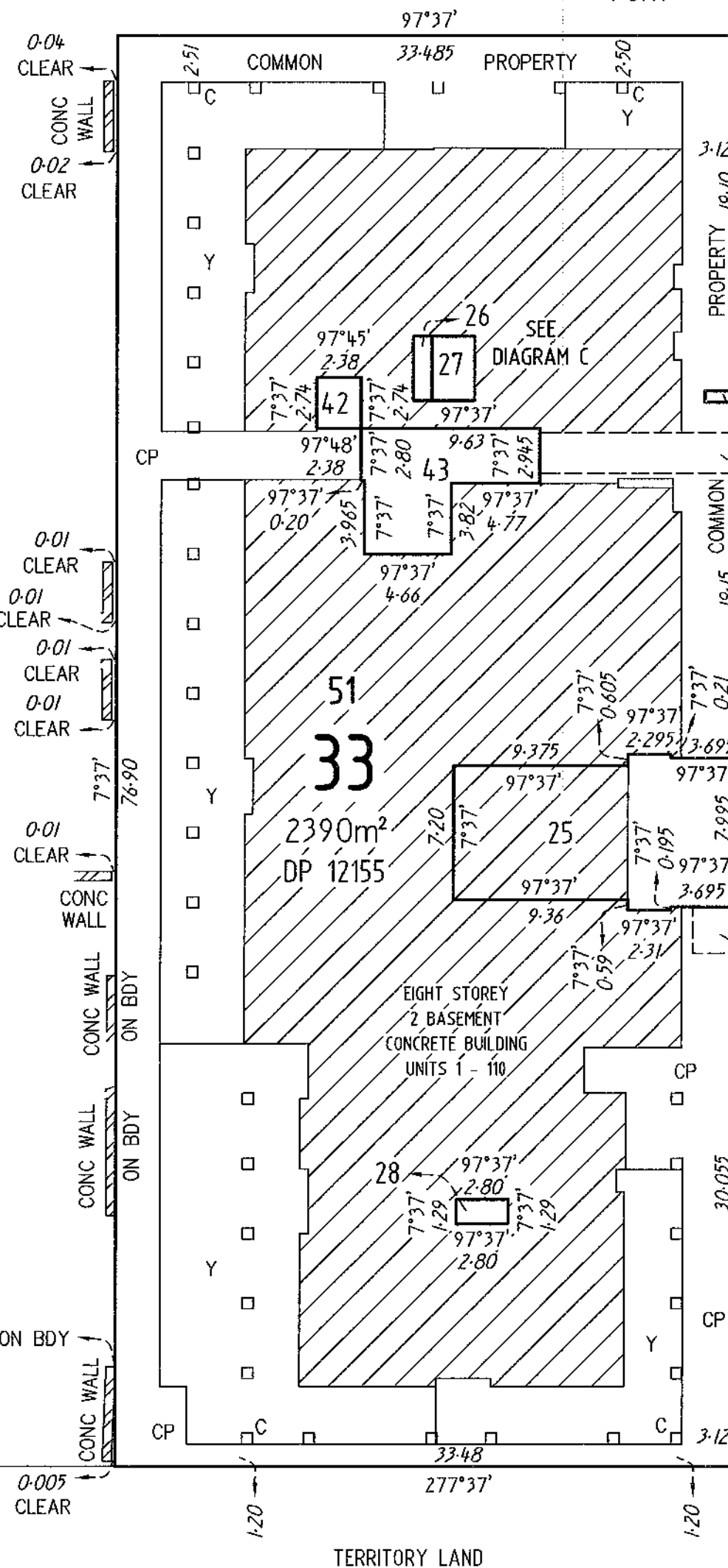
DEPOSITED PLAN

12155/9



19
33
DP 11570

50
1.6m² → SEE
DIAGRAM A



SEE
DIAGRAM B

PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT
TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68

PROPOSED EASEMENT FOR
SEWERAGE LIMITED IN HEIGHT
TO RL 573.65 AND LIMITED
IN DEPTH TO RL 572.20
AND 2.5 WIDTH

CHALLIS STREET

DIAGRAM A
NOT TO SCALE

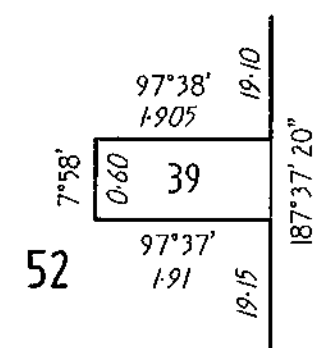


DIAGRAM B
NOT TO SCALE

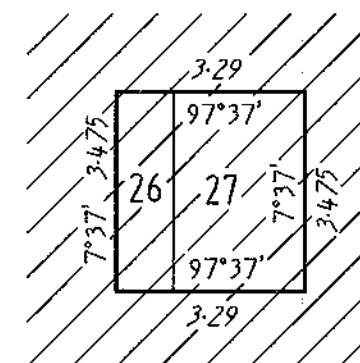


DIAGRAM C
NOT TO SCALE

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 1 of 35

SITE PLAN

LAND DETAILS

Block
45 - 59

Section
33

Division
DICKSON

Deposited Plan Number
12155

Volume/Folio
3001/623

Class of Units (A or B)
A

SANDRA MARY WADE

BEN McALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 334 231
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey
Delegate of the
ACT Planning and Land Authority
28 September 2020
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce
Registrar-General

30/09/2020

UNITS PLAN No.

12812

XUP 22107

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

Form 1

Form 088 - SP

Graphic bar scale - SCALE 1: 300
0 5 10 20 METRES

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

SURVEYORS DECLARATION

I, **WILLIAM ROBERT CAMPBELL** of
VERIS AUSTRALIA PTY LIMITED
A surveyor registered under the Surveyors Act 2007, hereby certify that:

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

2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1925; and,
• any other Regulation made under those Acts
and in accordance with the Surveyors Practice Directions.

Signature of Registered Surveyor

3rd AUGUST 2020
Dated

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

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

OR

3 (a), (b), (c)
-a- All units and unit subsidiaries shown in the diagram 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 diagram clearly indicates the existence, nature and extent of any easement granted and registered, or to be granted,
and registered upon registration of this proposed plan, pertaining to the parcel.

90/43 CONSTITUTION AVENUE REID ACT 2612

Address for Service of Notice

VANTAGE STRATA

Name of Manager / Owners Corporation

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
DICKSON	33	45 - 59	12812

2. APPROVAL UNDER UNIT TITLES ACT 2001

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

Aggregate

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

[Signature]
SANDRA MARY WADE

[Signature]
BEN MCALISTER

Signature of Lessee

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

Volume**Folio**

3002

322

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

Dated *Twenty eighth* this day of *September* 2020

[Signature]
Lyn Tankey

Delegate of the Authority/Executive

[Signature]
David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
DICKSON	33	45 - 59	12812

2. APPROVAL UNDER UNIT TITLES ACT 2001

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

Aggregate

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

Sandra Mary Wade
SANDRA MARY WADE

Ben McAlister
BEN MCALISTER
 Signature of Lessee

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

Volume**Folio**

3002

322

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

Dated *Twenty eighth* this day of *September* 2020

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

David Pryce
David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
DICKSON	33	45 - 59	12812

2. APPROVAL UNDER UNIT TITLES ACT 2001

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

Aggregate

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

Sandra Mary Wade
SANDRA MARY WADE

Ben McAlister
BEN MCALISTER
 Signature of Lessee

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

Volume**Folio**

3002

322

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

Dated *Twenty eighth* this day of *September* 2020

Lyn Tankey

Lyn Tankey

Delegate of the Authority/Executive

David Pryce

David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
DICKSON	33	45 - 59	12812

2. APPROVAL UNDER UNIT TITLES ACT 2001

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

Aggregate

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

SANDRA MARY WADE

BEN MCALISTER
 Signature of Lessee

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

Volume**Folio**

3002

322

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

Dated *Twenty eighth* this day of *September* 2020

P. J. J. J.

Lyn Tankey
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



Deputy Registrar-General

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 8 of 35

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

BASEMENT 2

Sandra Mary Wade

SANDRA MARY WADE

Ben McAlister

BEN McALISTER

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

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

UNITS PLAN No.

12812

STREET
CHALLIS

Form 3
Form 091 - FP
Graphic bar scale - SCALE 1: 100
0 1 2 3 4 5 METRES

SHEET 9 ADJOINS

RFF- 17718 06/11P

BLOCK 21
SECTION 33

BLOCK 34
SECTION 33

BLOCK 36
SECTION 33

BLOCK 21
SECTION 33

BLOCK 21
SECTION 33

SHEET 8 ADJOINS

SHEET 10 ADJOINS

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 9 of 55

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

BASEMENT 2

S. Wade

SANDRA MARY WADE

B. McAlister

BEN McALISTER

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

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

UNITS PLAN No.

12812

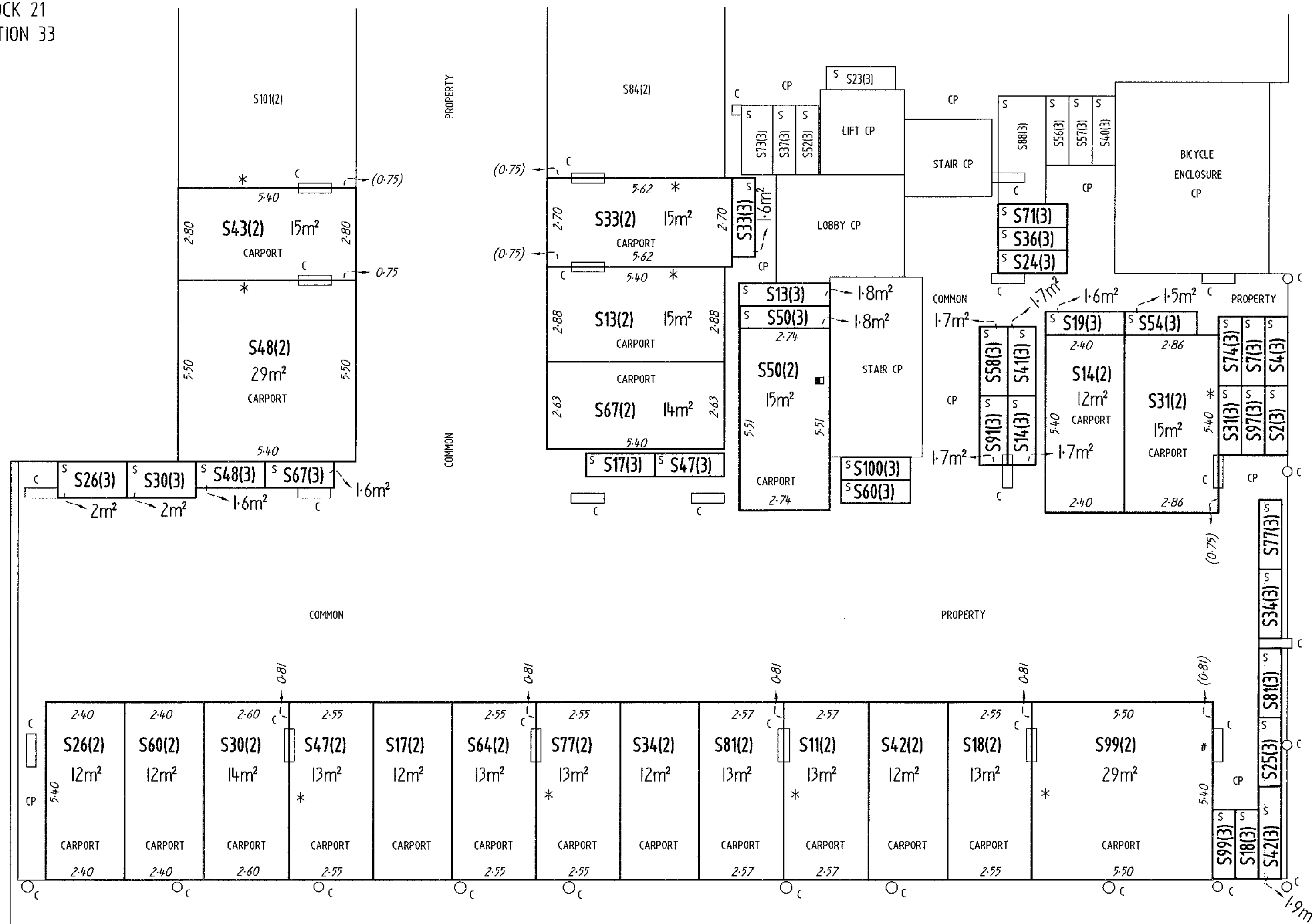
Form 3

Form 091 - FP

0 1 2 3 4 5 METRES

Graphic bar scale - SCALE 1: 100

ALL STORAGE CAGES ARE 1.4m² UNLESS OTHERWISE INDICATED

BLOCK 21
SECTION 33

STREET

CHALLIS

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 10 of 35

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

BASEMENT 2

Sandra Mary Wade

SANDRA MARY WADE

Ben McAlister

BEN McALISTER

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

Signature of Lessee

Lyn Tankey

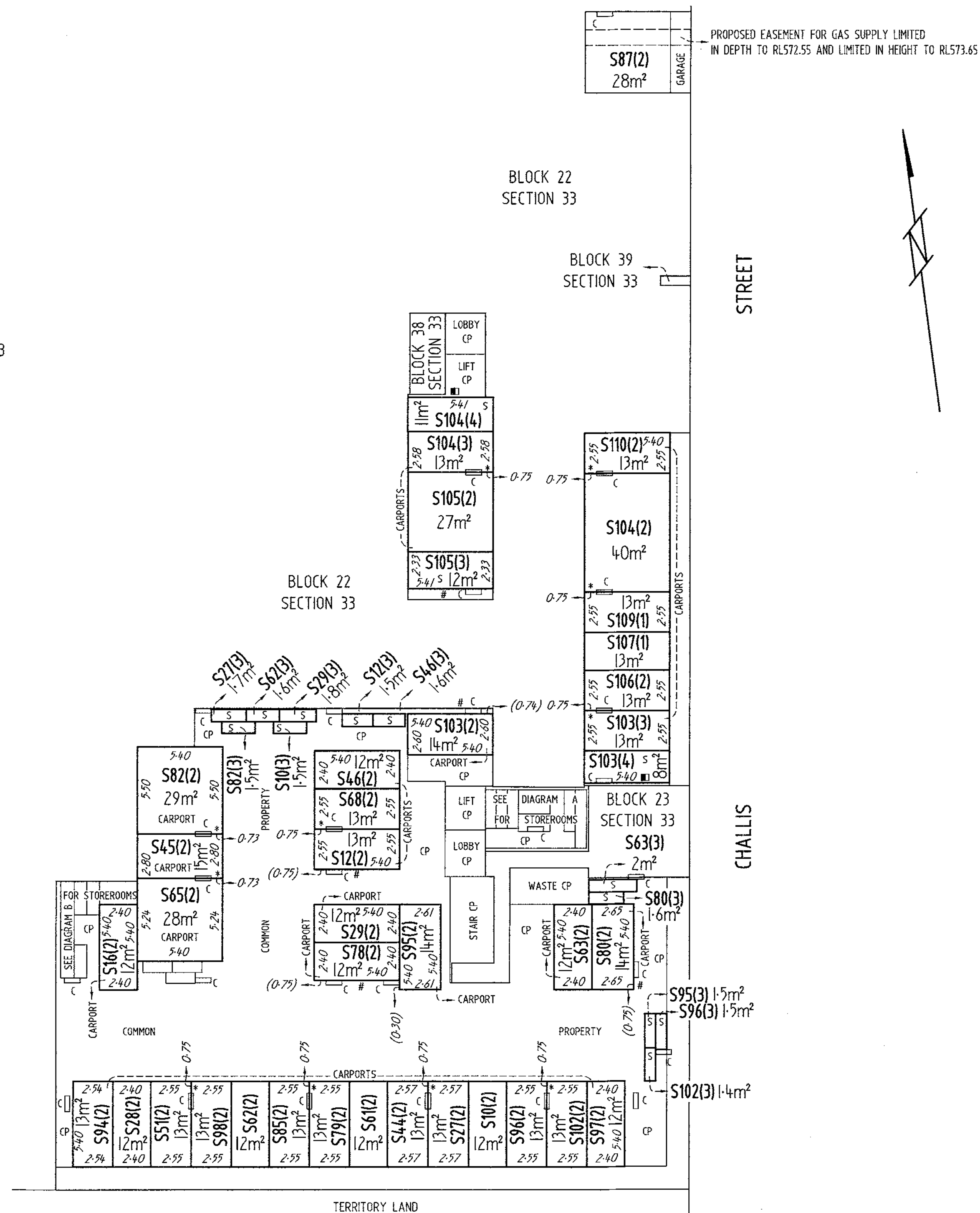
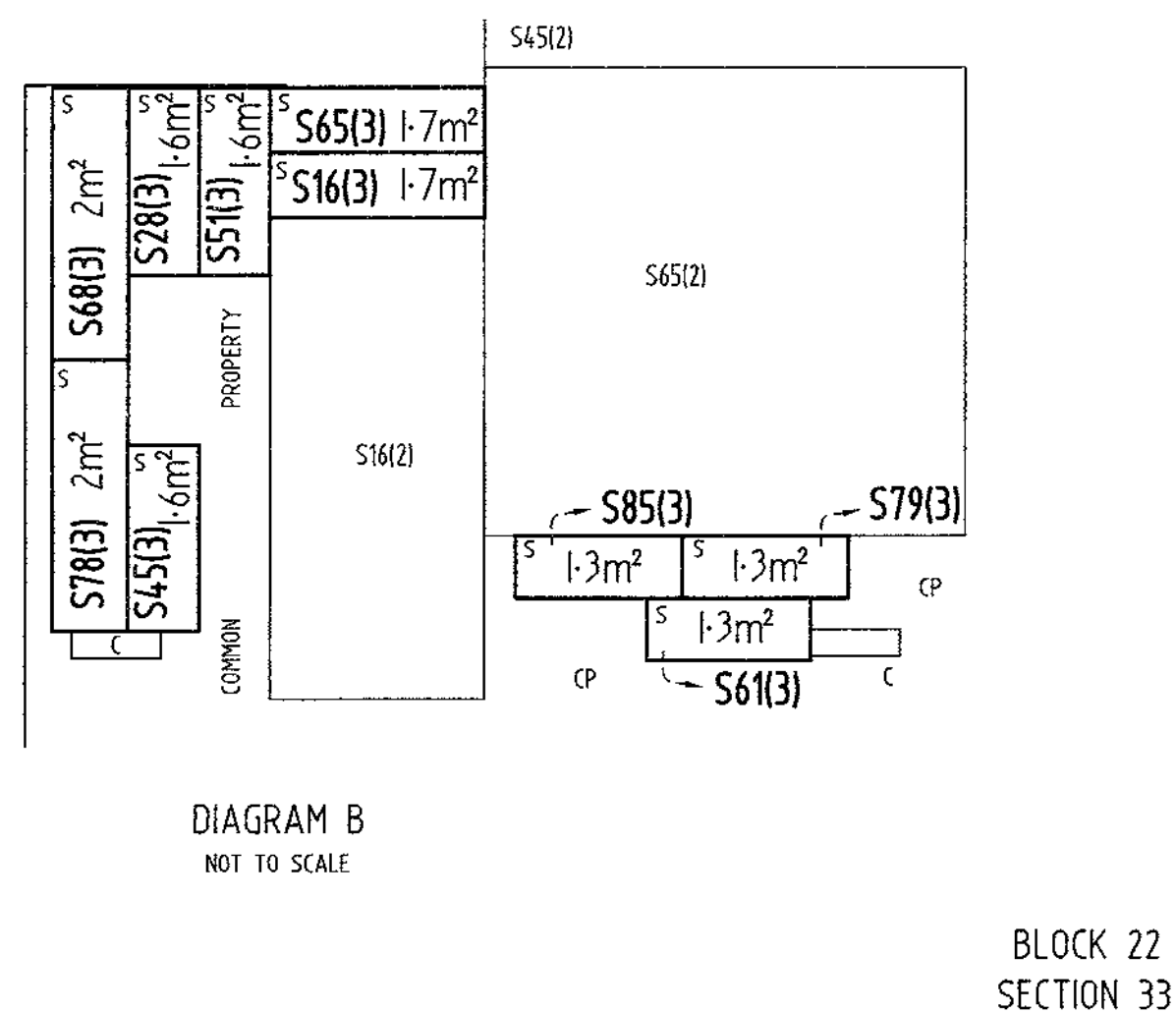
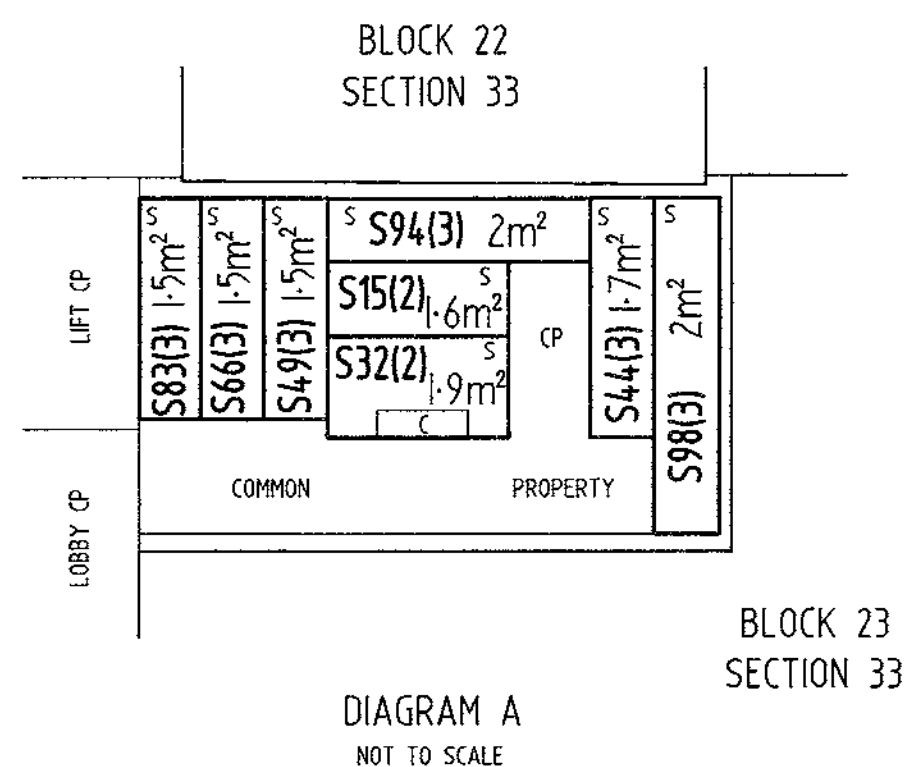
Delegate of the
ACT Planning and Land AuthorityAPPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 7 FOR LEGEND

UNITS PLAN No.

12812



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

Sheet No. 11 of 35

FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
BASEMENT 1

S. Wade
SANDRA MARY WADE

BEN McALISTER
BEN McALISTER

608 707 291
EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 000 516 624
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

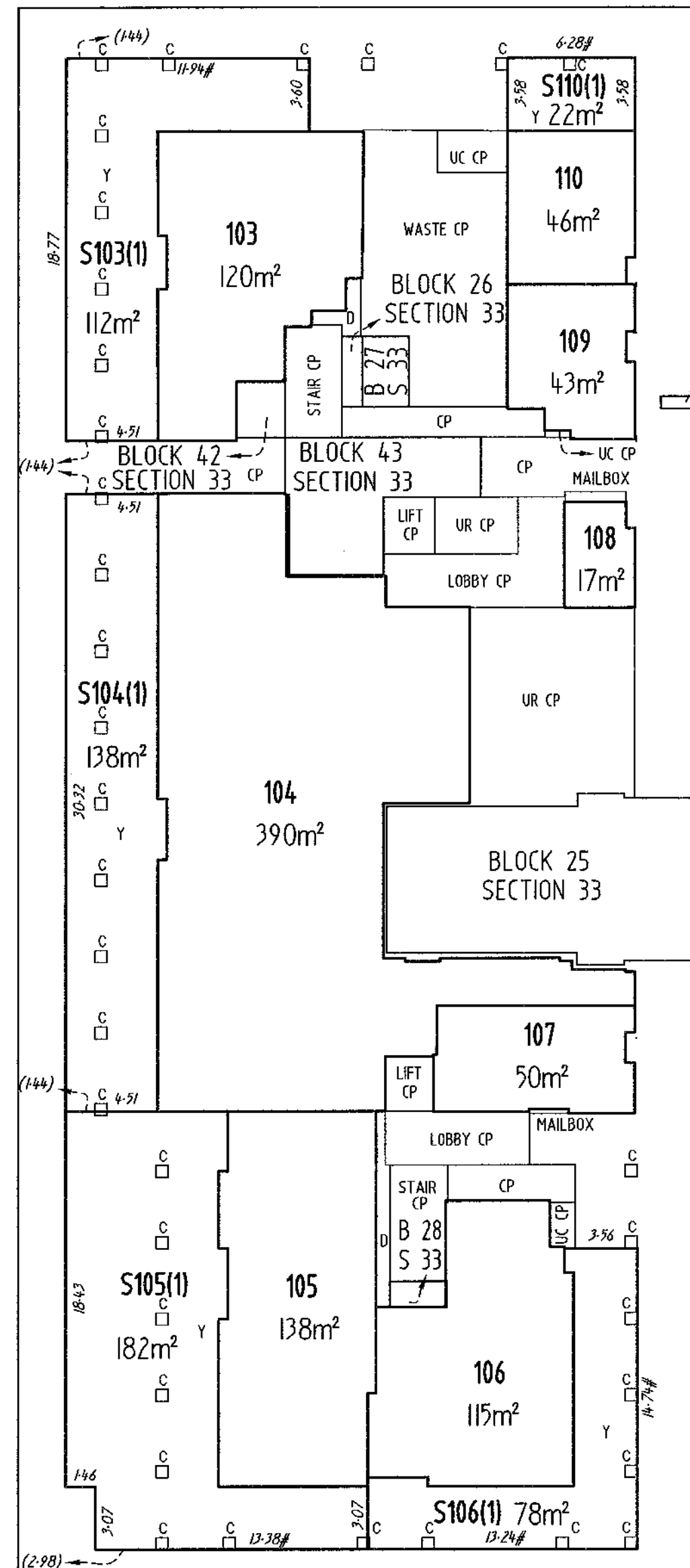
Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET XX FOR LEGEND

UNITS PLAN No.
12812

BLOCK 24
SECTION 33



BLOCK 50
SECTION 33

BLOCK 39
SECTION 33

STREET

CHALLIS

TERRITORY LAND

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 12 of 35

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

GROUND

Sandra Mary Wade

SANDRA MARY WADE

Ben McAlister

BEN McALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 821231
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET XX FOR LEGEND

UNITS PLAN No.

12812

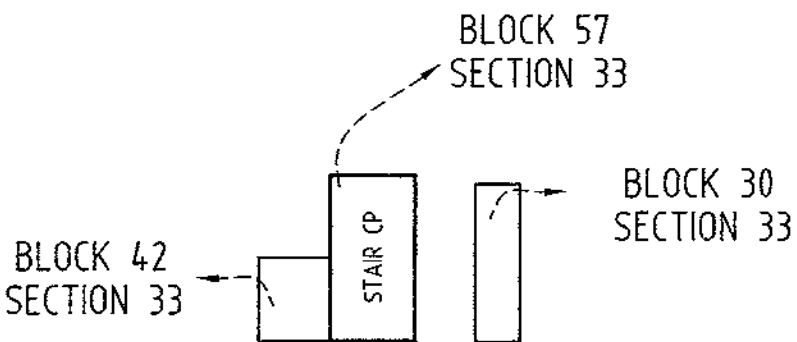
Form 3

Form 091 - FP

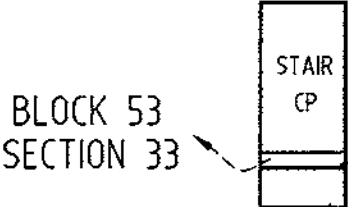
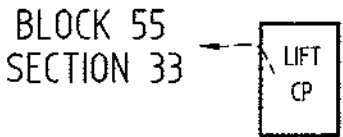
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BLOCK 31
SECTION 33



BLOCK 44
SECTION 33



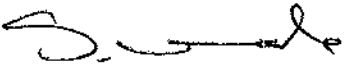
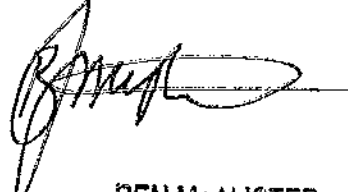
BLOCK 28
SECTION 33

BLOCK 29
SECTION 33
ABOVE

STREET

CHALLIS

TERRITORY LAND

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 13 of 35	
FLOOR PLAN	
Block	45-59
Section	33
Division	DICKSON
FLOOR NUMBER	FIRST
	
SANDRA MARY WADE	
	
BEN McALISTER	
EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN McALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597 Signature of Lessee	
	
Lyn Tankey Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET XX FOR LEGEND	

UNITS PLAN No.
12812

BLOCK 31
SECTION 33

BLOCK 58
SECTION 33
ABOVE

BLOCK 42
SECTION 33

BLOCK 59
SECTION 33

TERRITORY LAND

STREET

CHALLIS

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 14 of 35

FLOOR PLAN

Block

45-59

Section

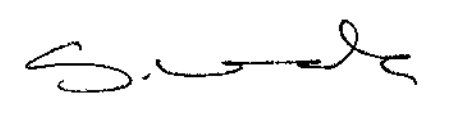
33

Division

DICKSON

FLOOR NUMBER

SECOND



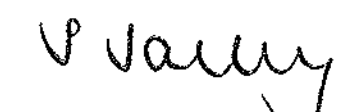
SANDRA MARY WADE



BEN McALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 824 13 1
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee



Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET XX FOR LEGEND

UNITS PLAN No.

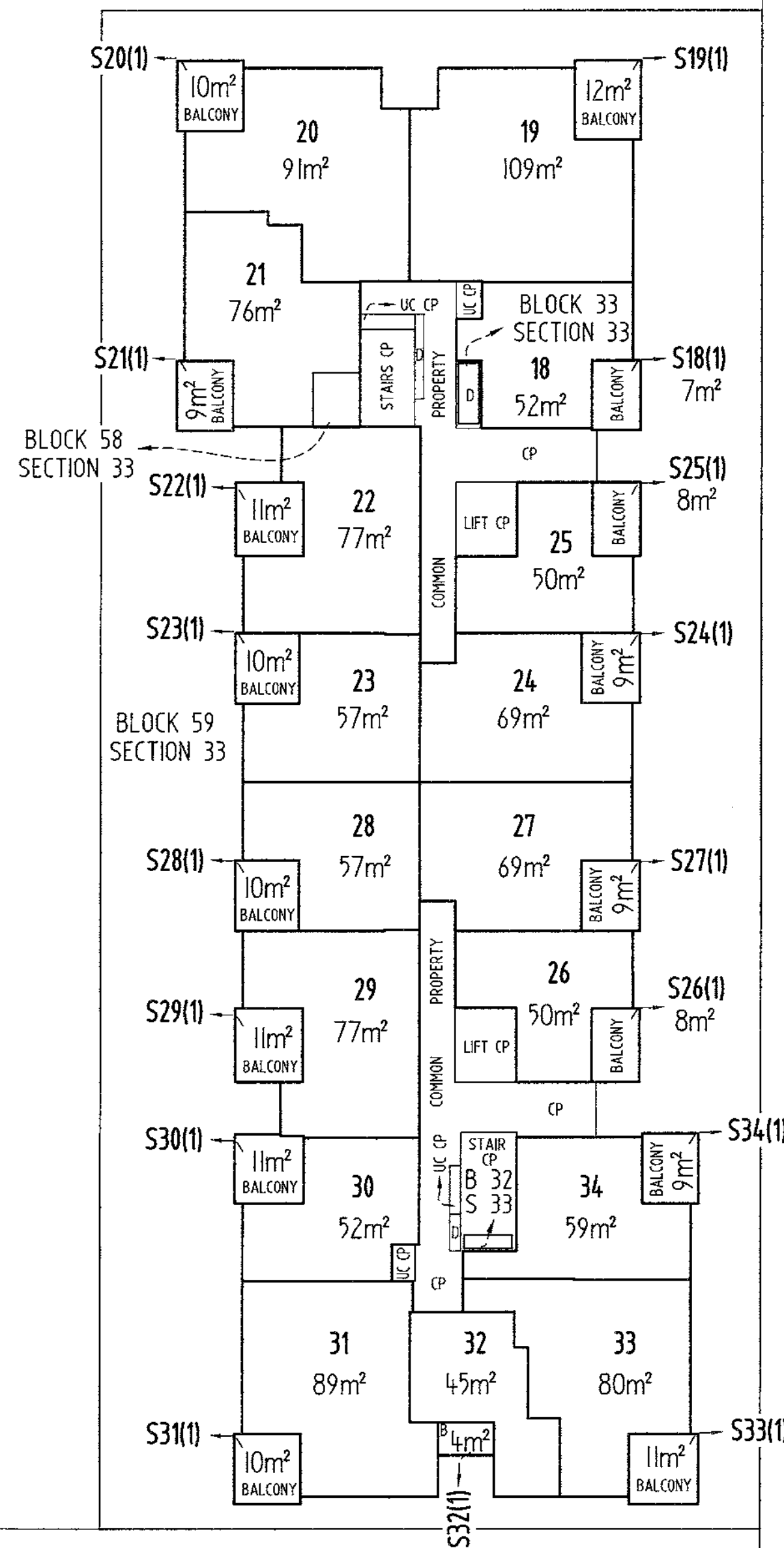
12812

Form 3

Form 091 - FP

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Graphic bar scale - SCALE 1: 250

BLOCK 31
SECTION 33



CHALLIS STREET

CHALLIS STREET

TERRITORY LAND

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 15 of 35

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

THIRD

S. Wade

SANDRA MARY WADE

B. McAlister
BEN MCALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 324 2 3 1
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN MCALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET XX FOR LEGEND

UNITS PLAN No.

12812

Form 3

Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 250

FLOOR PLAN

Block
45-59

Section
33

Division
DICKSON

FLOOR NUMBER
FOURTH

S. Wade

SANDRA MARY WADE

B. McAlister

BEN McALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 324 131
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

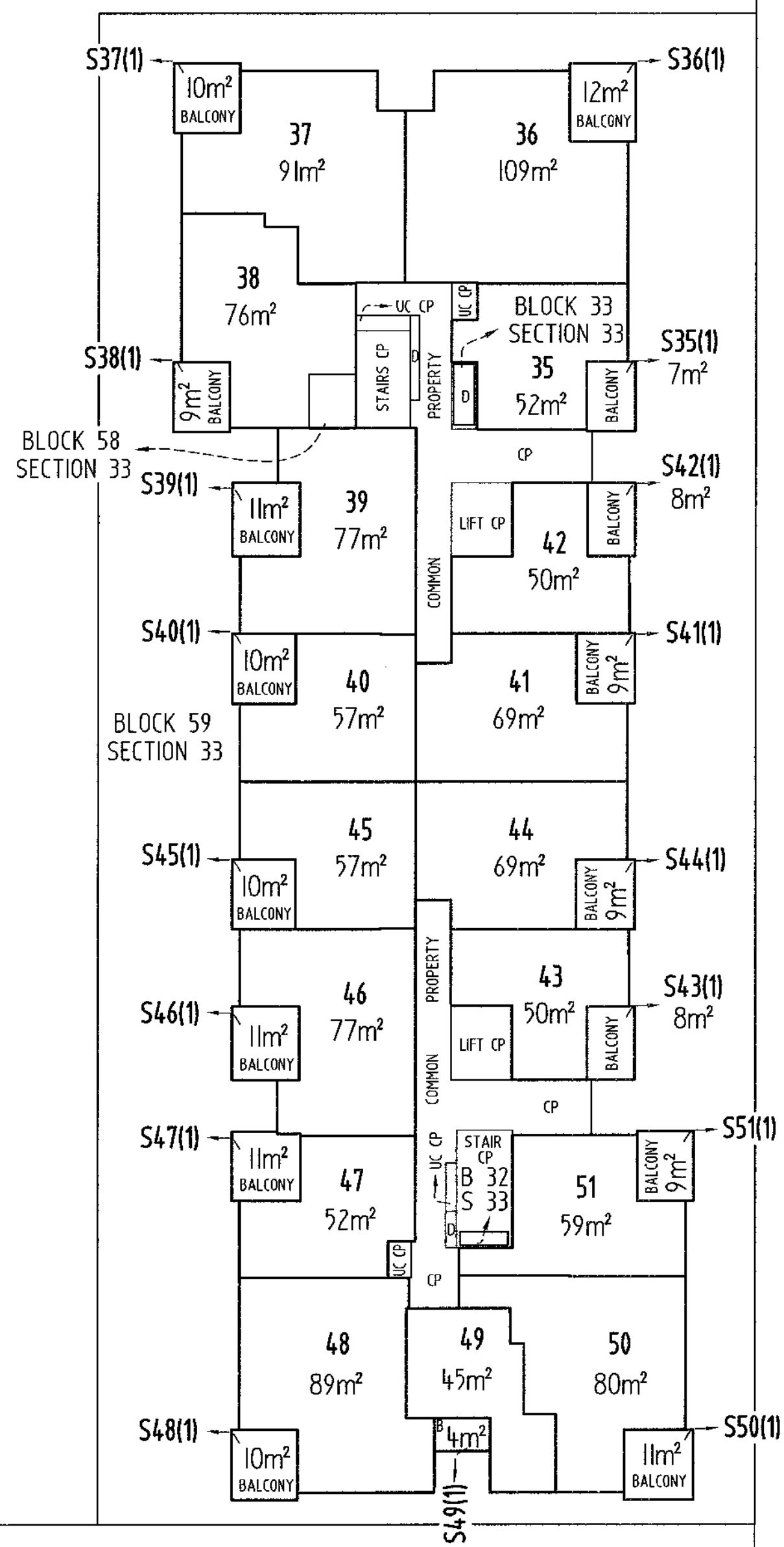
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET XX FOR LEGEND

UNITS PLAN No.

12812

BLOCK 31
SECTION 33

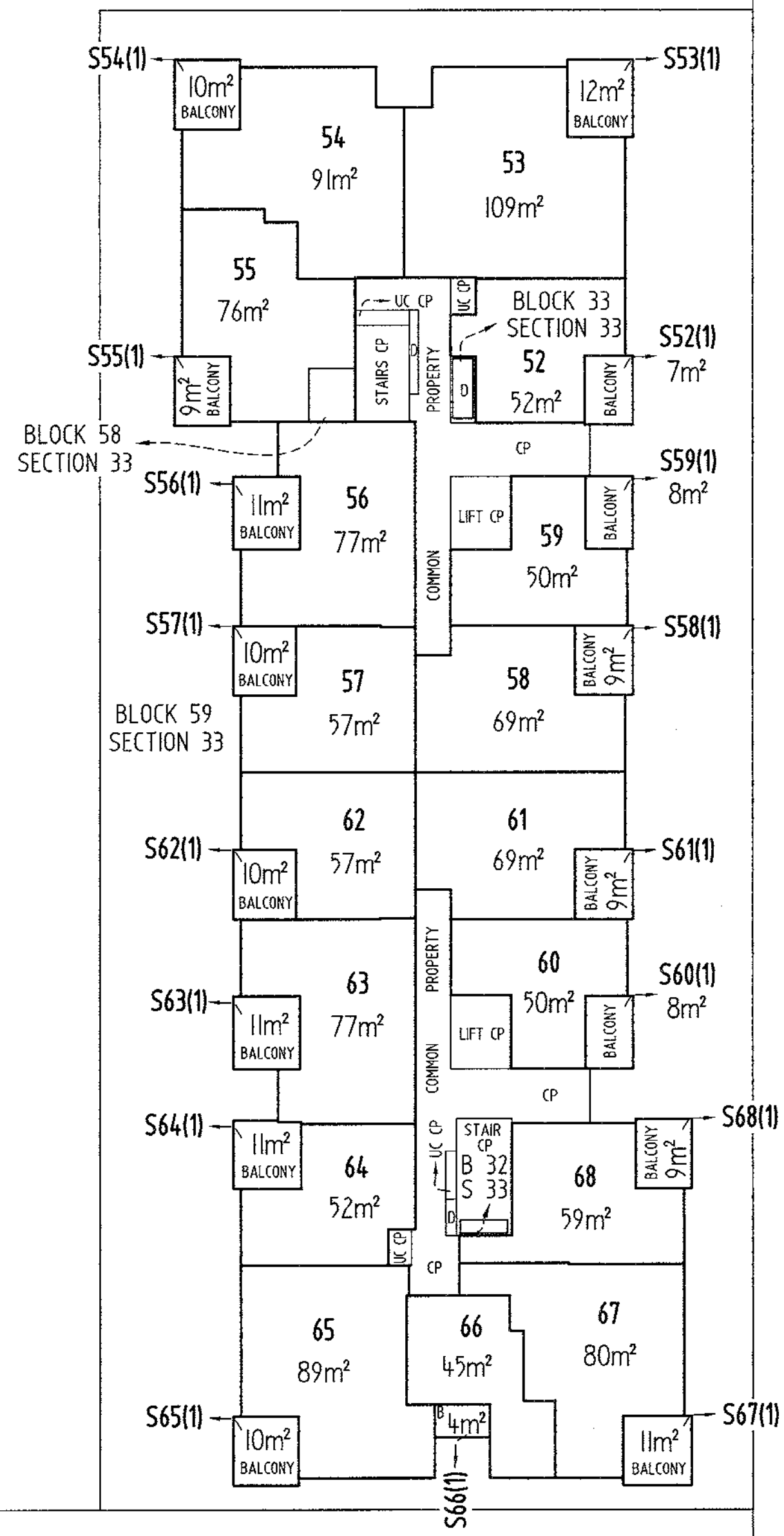


STREET

CHALLIS

TERRITORY LAND

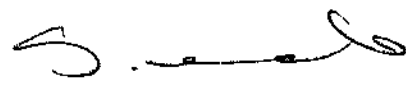
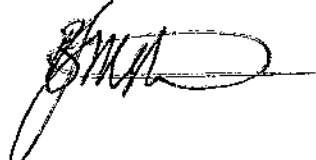
BLOCK 31
SECTION 33



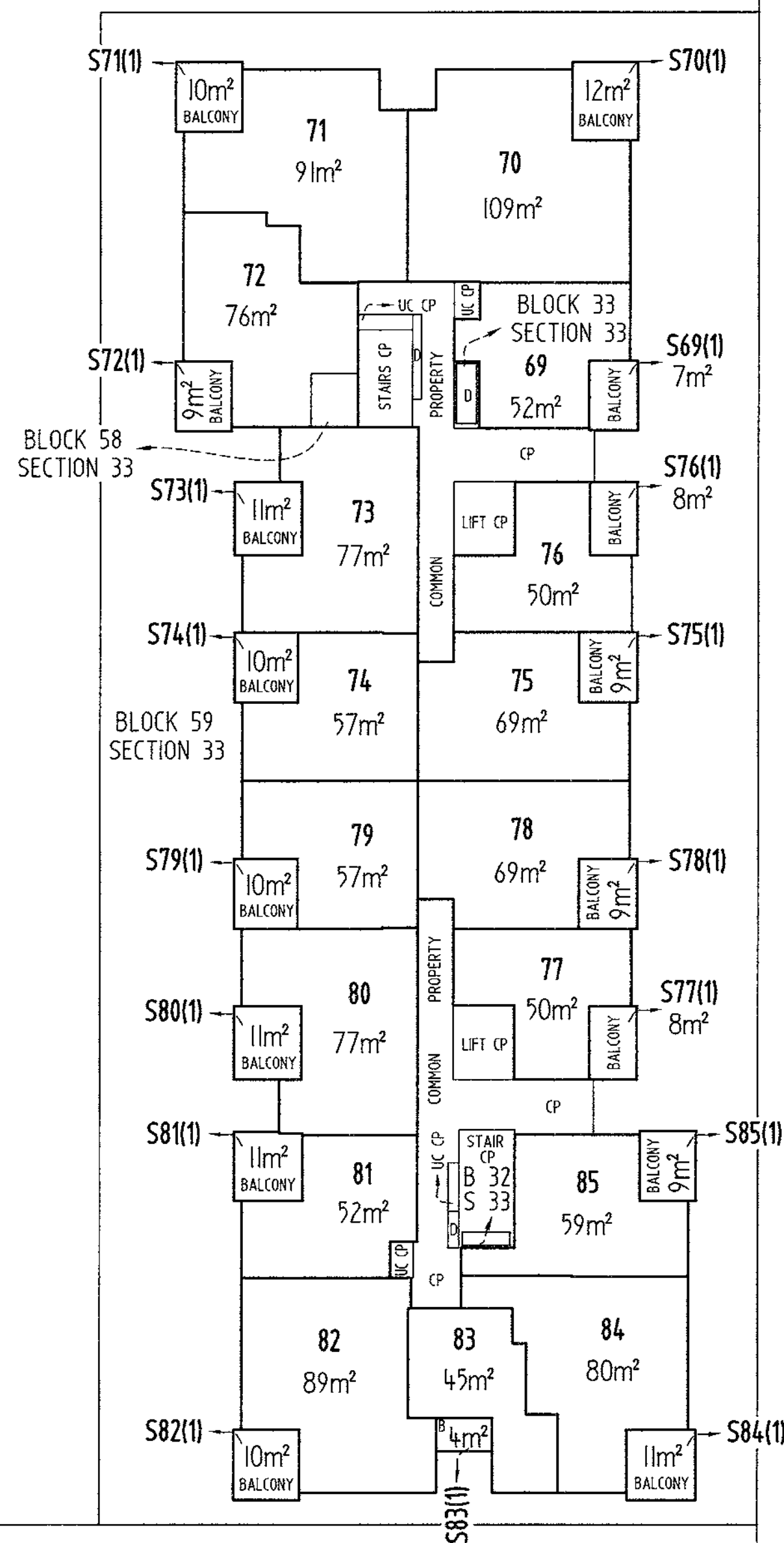
STREET

CHALLIS

TERRITORY LAND

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 17 of 35	
FLOOR PLAN	
Block	45-59
Section	33
Division	DICKSON
FLOOR NUMBER	FIFTH
 SANDRA MARY WADE	
 BEN McALISTER	
EXECUTED BY DOMA DICKSON PTY LIMITED ACN 608 707 324231 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN McALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0144597 Signature of Lessee	
 Lyn Tanker Delegate of the ACT Planning and Land Authority	
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET XX FOR LEGEND 7	
UNITS PLAN No. 12812	

BLOCK 31
SECTION 33



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

Sheet No. 18 of 35

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

SIXTH

Sandra Mary Wade

SANDRA MARY WADE

Ben McAlister

BEN MCALISTER

EXECUTED BY DOMA DICKSON
PTY LIMITED ACN 608 707 324 2 3 1
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN MCALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0144597

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET XX FOR LEGEND

UNITS PLAN No.

12812

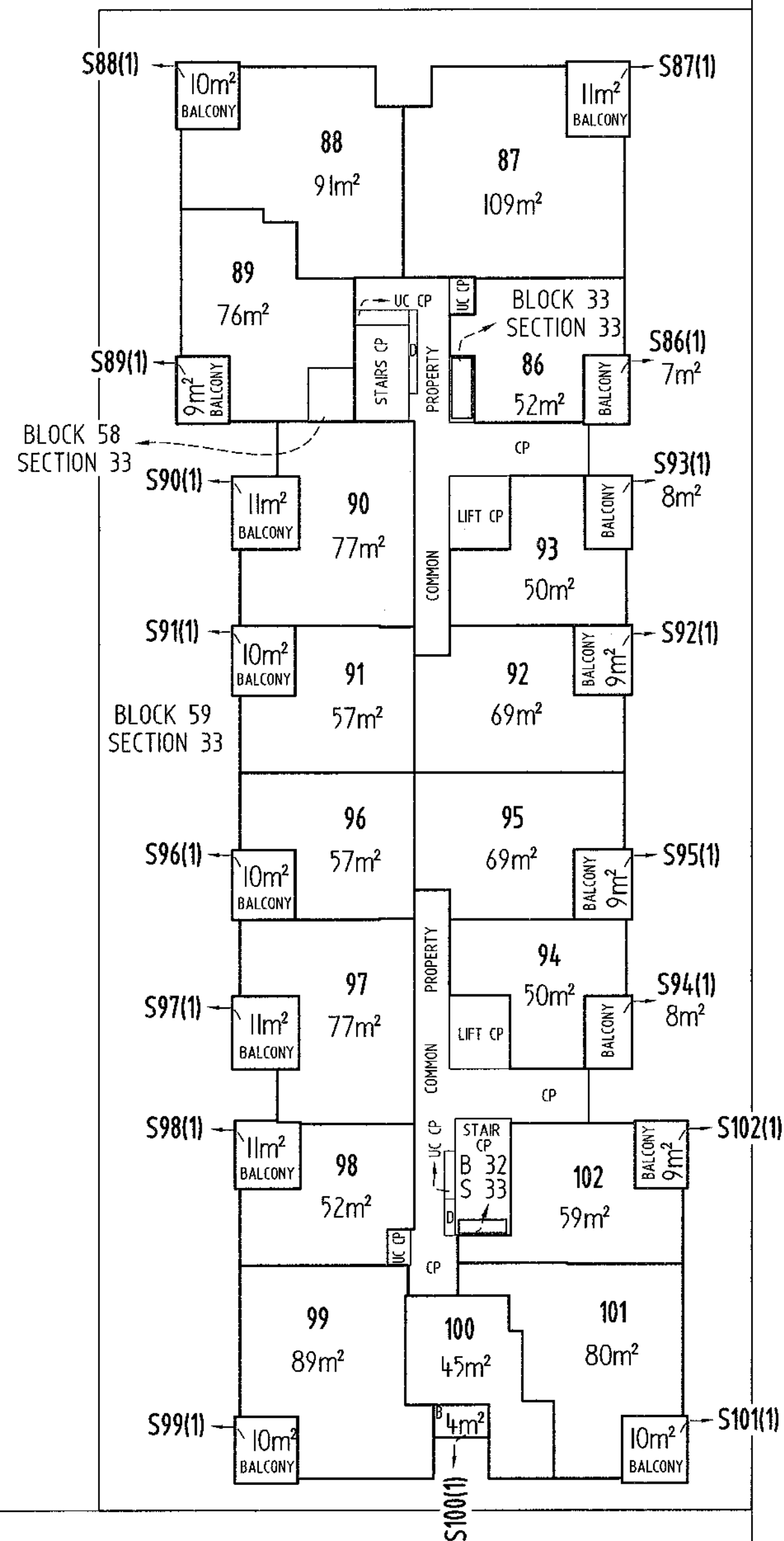
Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

BLOCK 31
SECTION 33



STREET

CHALLIS

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 19 of

FLOOR PLAN

Block

45-59

Section

33

Division

DICKSON

FLOOR NUMBER

SEVENTH

S. Wade

SANDRA MARY WADE

B. McAlister

BEN McALISTER

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

Signature of Lessee

Lyn Tankey

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET XX FOR LEGEND

UNITS PLAN No.

12812

Form 3

Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 250

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 12812

Blocks 45-59 Section 33 Division of DICKSON

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

- | | |
|------|--|
| TERM | 1. The term of the lease of each of the units expires on the thirteenth day of August Two thousand one hundred and nineteen. |
| RENT | <p>2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.</p> <p>3. Each Lessee of each of the Units Nos 1 - 110 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:</p> <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |



- | | |
|---|--|
| PURPOSE | <p>(c) To use the premises for residential use LIMITED TO multi-unit housing for not more than one hundred and two (102) dwellings AND IN ADDITION the premises may also be used for one or more of the following:</p> <ul style="list-style-type: none"> (i) non-retail commercial use; (ii) restaurant; and (iii) shop; <p>PROVIDED ALWAYS THAT non-retail commercial use, restaurant and shop does not exceed a combined gross floor area of 1100 square metres;</p> |
| NOISE MANAGEMENT | <p>(d) That the Lessee must, prior to the use of the premises for restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;</p> |
| UNIT SUBSIDIARY | <p>(e) Not to use any unit subsidiary to that unit as a habitation;</p> |
| SERVICE AREAS | <p>(f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;</p> |
| SHARED ACCESS EASEMENT | <p>(g) That the Lessee, their employees, contractors, sub-lessees or other occupiers, visitors and invitees have the right to pass and repass from time to time with or without vehicles over the parcel of land as shown by forward hatching and identified as "B" on the attached plan for all purposes connected with the use and enjoyment of their premises;</p> |
| ACCESS EASEMENT | <p>(h) That the Lessee shall at all times permit the Lessees of Blocks 21-33 and Blocks 34-44 Section 33 Division of Dickson, their employees, contractors, sub-lessees or other occupiers, visitors and invitees to pass and repass from time to time over the parcel of land with or without vehicles for all purposes connected with the use and enjoyment of their premises;</p> |
| FACILITIES AND ACCESS FOR PERSONS WITH DISABILITY | <p>(i) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;</p> |

X

3 1 3

- | | | |
|------------------------------------|-----|---|
| BUILDING
SUBJECT TO
APPROVAL | (j) | That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit; |
| REPAIR | (k) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ; |
| FAILURE TO
REPAIR | (l) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee; |
| RIGHT OF
INSPECTION | (m) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND
CHARGES | (n) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION
OF TREES | (o) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: |
| | (i) | that has been identified in a development approval for retention during the period allowed for construction of the building; or |

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(ii) to which the Tree Protection Act 2005, applies;

MINERALS
AND WATER

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

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

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF (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);

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

6. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or

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- (iii) direct vehicular access to the site by members of the public for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (g) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (h) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (i) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (j) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance,

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investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(k) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(l) "Lessee" shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(m) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;

(n) "non-retail commercial use" means business agency, financial establishment, office and public agency;

(o) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(p) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

(q) "premises" means the parcel of land and any building or other improvements on the parcel of land;

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- (r) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (s) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (t) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (u) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (v) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (w) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (x) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (y) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (z) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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- (aa) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (bb) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (cc) words in the singular include the plural and vice versa;
- (dd) words importing one gender include the other genders;
- (ee) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty eighth day of September 2020.



Lyn Tankey

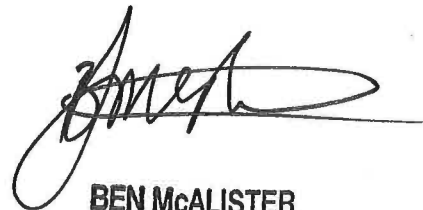
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: DOMA DICKSON PTY LIMITED ACN 608 707 231

By its Attorneys Sandra Mary Wade
and Ben McAlister pursuant to
Power of Attorney Act registration
number 0144597



SANDRA MARY WADE



BEN McALISTER



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 12812

Blocks 45-59 Section 33 Division of DICKSON

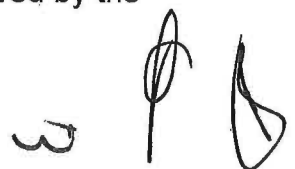
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD

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

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- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
 - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Easement, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. 12812 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the

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Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

- (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) that the Owners Corporation, their employees, contractors, sub-lessees or other occupiers, visitors and invitees have the right to pass and repass from time to time with or without vehicles over the parcel of land as shown by the forward hatching and identified as "B" on the attached plan for all purposes connected with the use and enjoyment of their premises;
- (e) That the Owners Corporation shall at all times permit the Lessees of Blocks 21-33 and Blocks 34-44 Section 33 Division of Dickson, their employees, contractors, sub-lessees or other occupiers, visitors and invitees to pass and repass from time to time over the parcel of land with or without vehicles for all purposes connected with the use and enjoyment of their premises;
- (f) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (g) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (h) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (i) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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- (j) except where necessary for compliance with Clause 4(i) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (k) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (l) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (m) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (n) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

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- (o) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
6. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

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- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 12812';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty eighth day of September 2020.



Lyn Tankey

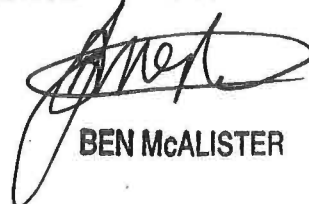
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **DOMA DICKSON PTY LIMITED ACN 608 707 231**

by its Attorneys Sandra Mary Wade and
Ben McAlister pursuant to Power of
Attorney ACT registration number 0144597



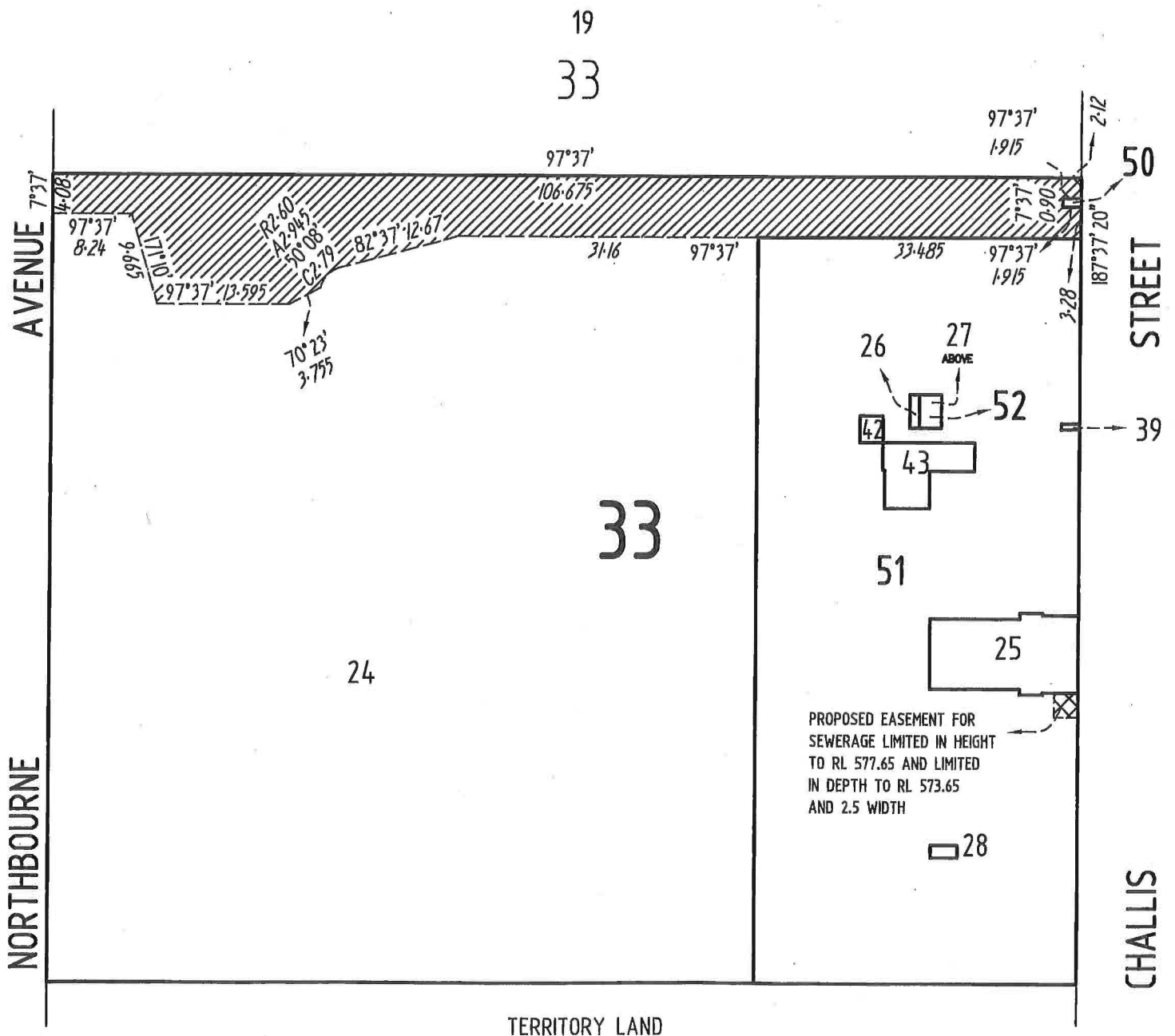
SANDRA MARY WADE


BEN McALISTER



LEGEND

- A — BLOCK BOUNDARY
- B  PROPOSED ACCESS EASEMENT
- C  PROPOSED EASEMENT FOR SEWERAGE, ALSO EFFECTS BLOCKS 46



SCALE 1:600

0 5 10 20 30 METRES

**3197635**

Chief Minister, Treasury and Economic Development Directorate

LAND TITLES
ACCESS CANBERRA**MISCELLANEOUS APPLICATION ENCUMBRANCE**

007 - MAE

Land Titles Act 1925

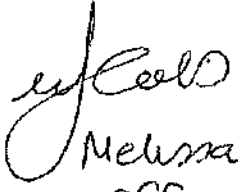
LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Proctor Legal	lodgements@proctorlegal.com.au	201084	02 5104 0750

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Instrument / Associated Dealing Number
3002:322	Dickson	33	45-59		

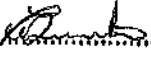
TITLE OF APPLICATION (Please briefly describe the application)
Building Management Statement

NATURE OF APPLICATION (If insufficient space, please attach an annexure page)
To register a Building Management Statement between Doma Dickson DT Pty Limited ACN 608 533 553 and The Owners – Units Plan 12,812 in accordance with Section 123D of the <i>Land Titles Act 1925</i> noting it has been approved under Section 123I of the <i>Land Titles Act</i> .

DATE 20 September 2022

CERTIFICATION *Delete the inapplicable
Applicant
*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
Signed By: 
Daniel Kade LESKOVEC Senior Strata Manager
for: Vantage Strata / The Owners UP 12,812
on behalf of the Applicant
 Melissa Coles Office Manager

OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 30/09/2022
Data entered by		Attachments/Annexures	BMS Annexure

VOI Sighted x1.....
 Change of Name by.....N/A.....
 Category.....3.....
 Sighted by.....
 Date.....23/9/22.....



PROCTOR LEGAL

BUILDING MANAGEMENT STATEMENT

DICKSON SOUTH DP 12155

PARTICULARS

1 Development
Proprietor

DOMA DICKSON DT PTY LIMITED ACN 608 533 553 (Original Owner/Development
Proprietor)

2 Voting Table

Member	Number of votes
Crown Lessee Commercial (L1)	20
Crown Lessee Childcare (L2)	20
The Owners – UP 12,812 'Cape' (L3)	20

3 Building

Building part	Description	Registered Proprietor	Building Address
Commercial (L1) Blocks 21-33 Section 33	Six storey commercial building known as Building "C" including two basement levels and in addition carparking, pedestrian plaza, restaurant and shop	Doma Dickson DT Pty Limited ACN 608 533 553	480 Northbourne Avenue, Dickson, ACT 2602
Childcare (L2) Blocks 34-44 Section 33	Level 1 of Building known as "D" for community use limited to childcare and carpark	Doma Dickson DT Pty Limited ACN 608 533 553	101/21 Challis Street, Dickson, Act 2602
Residential/Retail (L3) Blocks 45 – 59 Section 33	110 units over an Eight storey building and 2 basement car parking levels being 102 residential apartments, and 8 retail and commercial use units.	The Owners - UP 12,812	19-21 Challis Street, Dickson, ACT 2602

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SECTION 1 – BACKGROUND AND INTRODUCTION

1. BACKGROUND

- (a) The Building to which this Statement relates is a mixed-use building comprising the separate parts described in the Particulars.
- (b) Each part is comprised within a Crown Lease which may have been or may be further subdivided under the Development Act.
- (c) The Parties will establish a committee called the Building Management Committee to manage the use and operation of the separate parts of the Building over Deposited Plan 12155. (see Section 3 for more information on the committee).

1.2 Legislation

This Statement:

- (a) governs the arrangements between each of the separate parts of the Building; and
- (b) has been entered into pursuant to Section 123 E of the *Land Titles Act 1925*.

2. EFFECT OF THIS STATEMENT

2.1 Effect

- (a) This Statement regulates the management and operation of the Building through the by-laws contained in this Statement.
- (b) This Statement has effect as an agreement under seal containing the covenants detailed in Section 123 E of the *Land Titles Act 1925* binding the building lessees being the Owners Corporation of a Units Plan, and for a Crown Lease other than a lease for a unit in a units plan, each Crown Lessee and includes any mortgagee in possession or sublessee of any part of the Building. For clarity, this includes every Owner of a Unit Lot within the Units Plan.
- (c) The provisions of this Statement incorporate and are subject to the provisions implied by Clause Section 123 E (5) of the *Land Titles Act 1925*.

SECTION 2 – OPERATIVE PROVISIONS – CONDUCT AND ACTIVITIES OF THE PARTIES

3. CONDUCT OF PARTIES

3.1 General obligations

- (a) Each Party must:
 - (i) comply with its obligations in this Statement;
 - (ii) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;
 - (iii) promptly comply with the directions of the Building Management Committee;
 - (iv) not hinder the implementation of decisions of the Building Management Committee;
 - (v) in an emergency, give access to each other Party over all Fire Exit Areas located in its part of the Building;
 - (vi) permit the Shared Facilities which are located in its part of the Building to remain on site and not be removed except at the direction of the Building Management Committee;
 - (vii) permit unrestricted access to their Lot to enable those parties to exercise their Functions in connection with the Shared Facilities and where necessary with workmen, tools, plant and equipment or as otherwise on the terms stipulated in this Statement or any easement, which are located in its part of the Building by:
 - (A) the Building Management Committee;
 - (B) the Managing Agent;
 - (C) the Facilities Manager, if any;
 - (D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities;
 - (E) any person authorised by the Building Management Committee; and
 - (F) any other person authorised by this Statement; and
 - (viii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and that they leave the Building if they are in breach.
- (b) The Owner of a Unit Lot must make a copy of this Statement available to each Occupier of any Units in a Units Plan and seek to make it a provision of any lease, license or other agreement or arrangement with any Occupier that it comply with its obligations in this Statement.
- (c) Each Owner of a Crown Lease must make a copy of this Statement available to each Occupier of the lots the subject of the Crown Lease and seek to make it a provision of any lease, license or other agreement or arrangement with any Occupier that it comply with its obligations in this Statement.

3.2 Invitees

- (a) Each Party is responsible for the actions of its Invitees.
- (b) Each Party must take all reasonable steps to ensure its Invitees comply with this Statement.
- (c) If a Party cannot comply with by-law 3.2(a), then that party must:
 - (i) withdraw their consent to their Invitee being on or remaining in the Building; and

- (ii) request that Invitee immediately leave the Building.
- (d) If this Statement prohibits a Party from doing a thing, that party must not allow its Invitee to do that thing.
- (e) Each Party must ensure its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Party or Invitee in the Building.
- (f) Each Party must reimburse another Party any cost, expense or charge incurred by that Party as a result of any act or omission of the Party's Invitees or as a result of its Invitees breaching this Statement.

4. CONDUCT IN APARTMENTS

4.1 General

This clause contains obligations on Owners and Occupiers of Apartments which the Building Management Committee will seek to enforce to ensure the operational effectiveness of the separate parts of the Building from time to time.

4.2 Prohibited activities

Owners and Occupiers of Apartments must not:

- (a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of the Building;
- (b) use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using the Building;
- (c) obstruct the lawful use of the Building by any person;
- (d) do anything which is illegal while in the Building;
- (e) bring or permit any heavy article in the Building which might cause structural damage to any part of the Building;
- (f) do anything to damage or deface any part of the Building;
- (g) interfere with the operation of any Equipment installed anywhere in the Building;
- (h) damage any lawn, plant, tree or garden situated in the Building;
- (i) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (j) place or hang laundry on any external part of the Building;
- (k) park or stand any vehicle on any part of the Building unless authorised to do so;
- (l) use or interfere with any fire safety equipment except in the case of an emergency; or
- (m) obstruct any Fire Exit Areas.

4.3 Occupation and use of Apartments

- (a) Owners and Occupiers of Apartments must comply with all Laws affecting their Apartment.
- (b) Owners and Occupiers of Apartments must not:
 - (i) store or use any chemical, liquid, gas or flammable material in their Apartment unless it is to be used in the lawful, permitted use of their Apartment;
 - (ii) use or occupy or allow their Apartment to be used or occupied:

- (A) for any unlawful purpose; or
- (B) for any purpose that may affect, lessen or damage the reputation of the Building;
- (iii) break any Law whilst in their Apartment or the Building;
- (iv) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Apartment that is visible from outside their Apartment;
- (v) keep anything which is visible from outside their Apartment which is inconsistent with the visual aesthetics of the Building;
- (vi) operate or allow to operate any device or electronic equipment in their Apartment which interferes with any appliance lawfully in use in the Building or another Apartment; or
- (vii) place, attach or hang from any part of their Apartment or any part of the Building any aerial or any security device or wires.

5. RETAIL AND COMMERCIAL ACTIVITIES

5.1 Acknowledgement and agreement

- (a) Owners and Occupiers of Apartments and the Owners Corporation for the Units Plan acknowledge the following about the Crown Leases:
 - (i) various activities are conducted from the Crown Leases: these include but are not limited to the operation of offices, childcare, retail shops, the preparation and sale of food, outdoor seating and activities, the operation of a commercial car park and other related activities; and
 - (ii) there may be Development Activities in connection with the Crown Leases.
- (b) Owners and Occupiers of Apartments and the Owners Corporation for the Units Plan agree the following about the Crown Leases:
 - (i) they will not object to any activities being conducted from the Crown Leases;
 - (ii) they will not hinder or prevent activities being conducted from the Crown Leases; and
 - (iii) they each indemnify and agree to keep indemnified the Owner of each of the Crown Leases (and its Occupiers) for any costs, loss, charge or expense incurred by those parties as a result of breach of the obligations in this clause.

6. RULES OF AN OWNERS CORPORATION

6.1 Obligation of Members

- (a) If the Rules as referenced in this Statement for a Units Scheme are breached then, at the request of the Building Management Committee, the Owners Corporation for that scheme must do all things necessary to enforce the By-Laws against the party who has breached the Rules.
- (b) Each Member who is an Owners Corporation must ensure the Rules for its Units Scheme are not inconsistent with this Statement. If there is inconsistency, then at the next annual general meeting following a request from the Building Management Committee, the Owners Corporation must pass the necessary resolutions to amend its Rules to rectify the inconsistency.

SECTION 3 – BUILDING MANAGEMENT COMMITTEE

7. BUILDING MANAGEMENT COMMITTEE

7.1 Establishment

Registration of this Statement establishes the Building Management Committee. The Members must always have a Building Management Committee.

7.2 Composition generally

- (a) Where the part of the Building is a Units Plan subdivided under the Legislation, the Member is the Owners Corporation constituted on registration of the Units Plan.
- (b) Where the part of the Building is a crown lease that has not been subdivided under the Legislation, the Member is the Owner of that Crown Lease.

7.3 Functions

The Functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) make decisions about:
 - (i) keeping the Fire Exit Areas clean, safe and in a good state of repair and condition; and
 - (ii) keeping the doors to the Fire Exit Areas operational;
- (c) make decisions about the operation, insurance and Repair of the Shared Facilities;
- (d) change, add to or adjust the Shared Facilities;
- (e) change, add to or adjust the Shared Costs;
- (f) make decisions concerning the Shared Costs including:
 - (i) the manner in which they are paid;
 - (ii) the manner in which they are collected; and
 - (iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;
- (g) convene and hold meetings, with a minimum of one per year and comply with any procedural requirements prescribed;
- (h) determine and levy contributions to the Administrative Fund and the Capital Works Fund and make payments from those funds;
- (i) effect the Insurances;
- (j) make decisions about the engagement of contractors and agents to assist it carry out its Functions;
- (k) make decisions regarding:
 - (i) the appointment of a Managing Agent;
 - (ii) the terms of its engagement; and
 - (iii) any other matter in connection with the Managing Agent and its appointment;

- (l) make decisions regarding:
 - (i) the appointment of a Facilities Manager;
 - (ii) the terms of its engagement; and
 - (iii) any other matter in connection with the Facilities Manager and its appointment;
- (m) make by-laws; and
- (n) comply with this Statement and the Legislation.

7.4 Representatives

- (a) Each Member:
 - (i) must appoint a Representative to represent it on the Building Management Committee;
 - (ii) may appoint a Substitute Representative to attend a particular meeting or meetings which the Representative is unable to attend.
 - (iii) must promptly give the Building Management Committee details of the name, address and contact details of its Representative and its Substitute Representative;
 - (iv) may change its Representative at any time; and
 - (v) may change its Substitute Representative at any time.
- (b) Each Member who is an Owners Corporation must give all necessary directions to its Representative and Substitute Representative to enable that party to vote at meetings of the Building Management Committee.
- (c) Anything done by a Representative or Substitute Representative of a Member has the same effect as if done by the Member.
- (d) Each Representative of an Owners Corporation must give the Executive Committee of that Owners Corporation at least 7 days' prior written notice of each meeting of the Building Management Committee. The Notice must include information on the matters the subject of the meeting.

7.5 General Obligations of the Members

Each Member must:

- (a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation, where relevant;
- (b) promptly comply with its obligations under this Statement;
- (c) promptly comply with the directions of the Building Management Committee;
- (d) ensure the Building Management Committee effects and maintains the Insurances;
- (e) ensure the Building Management Committee convenes a meeting at least once a year;
- (f) ensure the Building Management Committee has in place an insurance policy regarding the repair of the Shared Facilities;
- (g) cause or permit the implementation of decisions of the Building Management Committee;
- (h) cause the Building Management Committee to carry out its Functions under this Statement; and
- (i) execute any Document required to be executed by it necessary to implement decisions of the Building Management Committee.

7.6 Officers of the Building Management Committee

- (a) The Building Management Committee:
 - (i) must appoint a Chairperson for each meeting;
 - (ii) must appoint a Secretary;
 - (iii) must appoint a Treasurer;
 - (iv) may appoint a representative to hold more than one role or any other Officer considered necessary by the Building Management Committee; and
 - (v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.
- (b) The Chairperson, Secretary and Treasurer are Officers of the Building Management Committee.
- (c) To be eligible for appointment, an Officer must be a Representative or a Substitute Representative.
- (d) The Building Management Committee may:
 - (i) terminate the appointment of an Officer at any time at a meeting by Unanimous Resolution;
 - (ii) appoint a new Officer at any time; and
 - (iii) appoint the same person to hold one or more the positions referred to in clause 7.67.6(a).
- (e) An Officer ceases to be an Officer in the following circumstances:
 - (i) they cease to be a Representative or Substitute Representative;
 - (ii) they are dismissed by the Building Management Committee;
 - (iii) the Building Management Committee appoints a replacement Officer to fill their position; and
 - (iv) the Officer resigns in writing from their position.

7.7 Secretary

The Functions of the Secretary are to:

- (a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;
- (b) convene meetings;
- (c) prepare and distribute notices and minutes of meetings; and
- (d) keep the books and records.

7.8 Treasurer

The Functions of the Treasurer are to:

- (a) prepare budgets
- (b) prepare financial Statements;
- (c) send out notices for, and collect and bank contributions to, the Administrative Fund and the Capital Works Fund;
- (d) pay accounts; and

- (e) keep the accounting records of the Building Management Committee.

7.9 Chairperson

- (a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which they attend.
- (b) If the Chairperson does not attend a meeting, the Representative or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

7.10 Power to contract

In the exercise of its Functions, the Building Management Committee may:

- (a) enter into contracts with a third party;
- (b) engage consultants, experts, lawyers and other such parties; and
- (c) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

7.11 Managing Agent and Facilities Manager

The Building Management Committee:

- (a) must appoint a Managing Agent; and
- (b) must appoint a Facilities Manager.

8. MEETINGS AND PROCEDURES FOR MEETINGS

8.1 Meetings

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member to convene the meeting;
- (b) the Building Management Committee resolves to hold the meeting;
- (c) the Managing Agent calls the meeting (if the Managing Agent has been delegated that Function);
- (d) no other meeting has been held in the preceding 12 month period; or
- (e) the Building Management Committee is otherwise required to do so under this Statement or by the Legislation.

8.2 Request for meeting

- (a) A request for a meeting must:
 - (i) contain the terms of the proposed motion;
 - (ii) contain, in no more than 300 words, an explanation of the motion; and
 - (iii) be signed by the Representative or Substitute Representative of the Member requesting the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting in accordance with a request from a Member who at the time of making the request has not paid to the Building Management Committee all monies due and payable by it to the Building Management Committee.

8.3 Convening meetings

A meeting may be convened by:

- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Managing Agent (if the Managing Agent has been delegated that Function).

8.4 Notice of meetings

- (a) At least 7 days' notice of a meeting must be given to each Member.
- (b) In the case of an emergency, shorter notice may be given.
- (c) A meeting must be called within 8 Business Days of receiving a written notice from a Member calling for a meeting.

8.5 Service of notices for meetings

- (a) Notices of a meeting
 - (i) by hand
 - (ii) by email if a Member has given its email details and consented to receiving notice by email;
 - (iii) by post; or
 - (iv) by any other means determined by the Building Management Committee.
- (b) A notice
 - (i) if sent by hand, at the time of delivery
 - (ii) if sent by email, at the time recorded as being sent; and
 - (iii) if sent by post, at the time the recipient or its agent acknowledges receipt.
- (c) Notices to a Member must be addressed to the Member and sent to the Representative of the Member as notified under clause 7.4(a).

8.6 Quorum

- (a) A quorum must be present at a meeting before the Building Management Committee may vote on any motion.
- (b) A quorum for a meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to be held on the 4th Business Day following the meeting unless within the 2 Business Days following the meeting there is written agreement between all Members to hold the adjourned meeting on a different day, in which event the adjourned meeting must be held on that day.
- (d) The Building Management Committee must hold the adjourned meeting at the same time of day and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is that number of Representative or Substitute Representatives (or proxies) present at the time appointed for the adjourned meeting.
- (f) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

8.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

9. VOTING AT MEETINGS

9.1 Decisions

Decisions of the Building Management Committee may only be made:

- (a) at a properly convened meeting of the Building Management Committee; and
- (b) by a Unanimous Resolution, subject to the provisions of Clause 9.4.

9.2 Voting

Subject to the provisions of this Statement, the Member for that part of the Building comprised within the Crown Lease in the left hand column of the Voting Table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

9.3 Manner of voting

- (a) Subject to the provisions of this Statement, each Member through its Representatives or Substitute Representatives is entitled to vote at meetings of the Building Management Committee.
- (b) A vote at a meeting of the Building Management Committee by a Representative or Substitute Representative entitled to vote or by a proxy must be cast in person unless the Building Management Committee by Unanimous Resolution passed at a meeting determines that a vote may be cast by any of the following means:
 - (i) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and
 - (ii) voting by means of email or other electronic means before the meeting at which the matter is to be determined by the Building Management Committee.
- (c) Without limiting subclause 9.3(b)(ii), the other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.

9.4 When a Unanimous Resolution cannot be reached

- (a) If a Unanimous Resolution is not obtained for a motion before a meeting of the Building Management Committee, then the motion must be deferred to a second meeting to be held on the 4th Business Day following the first meeting unless within the 2 Business Days following the first meeting there is written agreement between the Members to hold the second meeting on a different day, in which event the second meeting must be held on that day.
- (b) The Building Management Committee must hold the second meeting at the same time of day and at the same place notified for the original meeting.
- (c) A Deadlock on the motion occurs if a Unanimous Resolution is not reached on that motion at the second meeting.
- (d) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members to be determined in accordance with the Dispute Clause. A Member may serve a notice under the Dispute Clause at anytime after a Dispute is deemed to have arisen and before the Dispute is settled.

9.5 Instructions by a Member

The Representative and Substitute Representative of a Member must vote at meetings of the Building Management Committee according to the instructions given by the Member who appointed the Representative or Substitute Representative.

9.6 Voting by proxy

- (a) Subject to the provisions of this clause, Representatives and Substitute Representatives may appoint a proxy to vote at any meeting.
- (b) A Representative and Substitute Representative may only appoint a proxy if the Member who appointed them has authorized them to appoint that proxy.
- (c) The Building Management Committee may from time to time prescribe the content of the proxy form.
- (d) The proxy form must be executed by the Representative or Substitute Representative appointing the proxy and the proxy form must be delivered to the Managing Agent prior to the commencement of the first meeting at which the proxy may vote.
- (e) A proxy must be a natural person.
- (f) A proxy cannot vote on any motion if the Representative or Substitute Representative appoint the proxy votes on that motion.

9.7 Restrictions on voting

- (a) A Member is only entitled to vote at a meeting of the Building Management Committee if the Member has paid to the Building Management Committee all monies which are due and payable to the Building Management Committee immediately before the meeting.
- (b) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

10. BOOKS AND RECORDS

10.1 Obligations of the Building Management Committee in connection with books and records

- (a) The Building Management Committee:
 - (i) must keep records and books of account of all the amounts payable and payments made under this Statement;
 - (ii) must enter all matters and transactions usually entered in books of account kept by property managers; and
 - (iii) must keep copies of notices given or received, agendas, motions and minutes.
- (b) The Building Management Committee must keep records and information regarding all matters in connection with the Shared Facilities including, without limitation, copies of all maintenance agreements relating to the Shared Facilities.

10.2 Obligations of the Building Management Committee in connection with the Members' Roll

- (a) The Building Management Committee must prepare and maintain a Members' Roll.
- (b) The Members' Roll must contain entries for each Member, including:

- (i) the Member's name;
- (ii) the name of the Member's Representative and contact details of that Representative for service of notices, including an Australian postal address and email address; and
- (iii) the name of the Member's Substitute Representative and contact details of that Substitute Representative for services of notices, including an Australia Postal address and email address.

10.3 Inspection

- (a) The Building Management Committee must make the records and books of the Building Management Committee available for inspection during normal business hours on application by:
 - (i) a Member;
 - (ii) the Owner of a Unit Lot; and
 - (iii) any party authorised in writing by any of the other parties referred to in this clause 10.3(a).
- (b) The Building Management Committee may charge an inspection fee which it may require to be paid prior to complying with its obligations in this clause 10.3.
- (c) The procedures for inspecting the records and books of the Building Management Committee are:
 - (i) the applicant must make an application in writing to the Managing Agent;
 - (ii) the applicant must pay the Building Management Committee an inspection fee of an amount prescribed by the Management Act, if any or as determined by the Building Management Committee; and
 - (iii) the Secretary or Managing Agent must make the records and books of the Building Management Committee available to the applicant within 5 Business Days after the written application for it has been properly made (including payment of the inspection fee).

10.4 Levy Certificate

- (a) A Levy Certificate from the Building Management Committee must contain the following information:
 - (i) the amount of any regular periodic contribution determined by the Building Management Committee to the Administrative Fund and the Capital Works Fund, the periods for which those contributions are payable and any discounts applicable for early payment;
 - (ii) whether any contribution in respect of the Lot the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;
 - (iii) whether there is any amount recoverable from the Owner of the Lot the subject of the application for work carried out by the Building Management Committee;
 - (iv) any amount and rate of interest payable in relation to any unpaid contribution; and
 - (v) such other information as determined by the Building Management Committee.
- (b) The certificate must be in the form prescribed by Law: if there is no prescribed form the certificate must in such form as prescribed by the Building Management Committee from time to time.
- (c) The Building Management Committee must provide a Levy Certificate on application by:
 - (i) a Member;

- (ii) the Owner of a Unit Lot; and
 - (iii) any Party authorised by any of the other parties referred to in this clause 10.4(c).
- (d) The Building Management Committee may charge a fee for issuing a Levy Certificate, which must be paid to the Building Managing Committee prior to the issue of the Levy Certificate.
- (e) The procedures to apply for a Levy Certificate are:
 - (i) the applicant must make an application in writing to the Managing Agent.
 - (ii) the applicant must pay the Building Management Committee a fee of an amount prescribed by Law or as determined by the Building Management Committee; and
 - (iii) the Secretary or Managing Agent must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been properly made.

11. BY-LAWS

11.1 Making and communicating By-Laws

- (a) The Building Management Committee may make By-Laws (and amend existing By-Laws) in connection with:
 - (i) access to and use of the Share Facilities; and
 - (ii) matters arising out of this Statement.
- (b) The Building Management Committee must promptly send to each Member a copy of each by-law and amended by-law.
- (c) Members who are Owners Corporations must communicate each new By-law and each amendment to a By-Law to the Owners of Unit Lots in its part of the Building within 10 Business Days of receiving notification of it from the Building Management Committee.
- (d) Owners of Unit Lots must communicate each new By-Law and each amendment to a By-Law to the Occupier of its Lot within 10 Business Days of receiving notification of it from the Owners Corporation.
- (e) Members who are Owners of a Units plan must communicate each new By-Law and each amendment to a By-Law to the Occupiers of its Units Plan within 10 Business Days of receiving notification of it from the Building Management Committee.

11.2 Inconsistency

Any By-Law and any amendment to a By-Law must not be inconsistent with this Statement. To the extent of any inconsistency, the provisions of this Statement prevail.

11.3 Parties must comply

Parties are bound by, and must comply with, all By-Laws and all amendments to By-Laws made by the Building Management Committee in accordance with this clause.

SECTION 4 – SHARED FACILITIES AND SHARED COSTS

12. SHARED FACILITIES

12.1 Shared Facilities

- (a) Shared Facilities are services and facilities in the Building which are located in one part of the Building and which are accessed and used by Members and Parties of other parts of the Building in the manner detailed in this Statement.
- (b) The Shared Facilities Register identifies the Shared Facilities and the allocation of the costs for those Shared Facilities.
- (c) Each Shared Facility includes, the items of Apparatus forming part of it, any room or areas in which it is located, parts of consumables used in connection with its operation and Repair; and any alteration to, addition to or replacement of it.

12.2 Responsibility of the Building Management Committee

- (a) Unless the responsibility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the following responsibility in respect of each Shared Facility;
 - (i) insure it;
 - (ii) operate it;
 - (iii) keep it safe;
 - (iv) keep it clean;
 - (v) keep it in a state of good and serviceable repair;
 - (vi) replace it when necessary;
 - (vii) arrange for inspection if required by any Authority or any Law; and
 - (viii) obtain all relevant certifications required by any Authority or any Law.
- (b) The Building Management Committee may enter into arrangements with third parties to operate and Repair the Shared Facilities.

12.3 Government Agency compliance

The Building Management Committee must:

- (a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and
- (b) obtain any certification of the Shared Facilities required by any Authority or any Law.

12.4 Use of the Shared Facilities

- (a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.
- (b) Where the Member is an Owners Corporation, Owners and Occupiers of Unit Lots in the Unit Scheme are entitled to use the Shared Facility (subject to this Statement and any rules of the Unit Scheme).
- (c) Where the Member is a Unit Owner, Occupiers of the Units Plan are entitled to use the Shared Facility (subject to this Statement and any agreement to the contrary the Units Owner may have with Occupiers in the Units Plan).

- (d) Each Party entitled to access and use a Shared Facility:
 - (i) may only use a Shared Facility for its intended purpose;
 - (ii) must notify the Building Management Committee for any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and
 - (iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

12.5 Easements

- (a) Members whose part of the Building contains a Shared Facility and Parties who are entitled to access and use a Shared Facility must not do anything unreasonable to prevent, hinder or delay a party with the benefit of an easement burdening or benefiting the Shared Facility from carrying out its Functions under the easement unless inconsistent with this Statement.
- (b) For the purposes of clarity, in addition to the statutory easements of support, utility services and all ancillary services contained in Section 123 D (4) of the Land Titles Act 1925 that are in place by virtue of registration of this Statement and that are necessary for the reasonable use and enjoyment of each Member, there are additional Transfers Granting Easements that were registered when the Building was completed.
- (c) The Transfers Granting Easements concern access, sewerage, a fire indicator panel, telecommunications, and easements of support together with some deed like provisions in relation to building management issues and shared facilities. In particular, within the Transfers granting easements certain provisions are not valid or enforceable or still relevant in relation to the management of the Building, namely in;
 - (i) easement 3019254 - Clauses 15 - 50 and Schedule 13 and 14,
 - (ii) easement 3019256 - Clauses 14 – 49, Schedule 4 and 5 and ;
 - (iii) easement 3019255 - Clauses 13 – 38, Schedule 3 and 4,which clauses previously attempted to address certain building management issues in the absence of the legislative ability to register a statement, pre- November 2020 and accordingly such provisions are made redundant and are no longer applicable by virtue of the registration of this Statement. For clarity, the easement provisions within each easement remain (excluding the provisions mentioned above and are to read together with this statement and addressed in accordance with Clause 12.5 (a).

12.6 Noise management plan

Members must not do anything to cause a breach of any Noise Management Plan that is required to be in place in accordance with the terms of any Crown Lease.

13. SHARED COSTS

13.1 What are Shared Costs?

- (a) Shared Costs are the costs and expenses incurred by the Building Management Committee in carrying out its Functions:
- (b) Shared Costs include:
 - (i) the costs and expenses in connection with the Shared Facilities;
 - (ii) the costs and expenses of the services provided to the Building Management Committee;

- (iii) the costs and expenses in connection with the insurances;
- (iv) any cost which the Building Management Committee determines is a cost.

13.2 Apportionment of Shared Costs

- (a) The proportion of the Shared Costs payable by Members are set out in the Shared Facilities Register.
- (b) If there is no apportionment of the cost of a Shared Facility and costs are incurred in connection with that Shared Facility, the Building Management Committee may determine that proportion by Unanimous Resolution.
- (c) The respective proportions for the Insurances are the relative proportion of replacement value.

13.3 Obligations of the Building Management Committee and Members

- (a) The Building management Committee must levy contributions on Members to meet the Shared Costs.
- (b) Members must pay those contributions in the proportions and in the manner provided by this Statement.

14. CHANGING THE SHARED FACILITIES REGISTER

14.1 How changes occur to the Shared Facilities Register

Changes may occur to the Shared Facilities Register:

- (a) in accordance with the review process in clause 15;
- (b) at the request of the Development Proprietor in the manner required by Section 11; and
- (c) by the Building Management Committee amending this Statement in the manner required by clause 36.

15. REVIEW OF THE SHARED FACILITIES REGISTER

15.1 Review of Shared Facilities Register

- (a) The Building Management Committee must review the Shared Facilities Register at least once every 5 years.
- (b) The Building Management Committee must review the Shared Facilities Register as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility).
- (c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:
 - (i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change;
 - (ii) the Building Management Committee must instruct the appointed party:
 - (A) to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

- (B) to complete the review and make the determination with 28 days of the appointment.
- (d) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator; and
- (e) in the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

15.2 Amending this Statement

- (a) If as a result of a review a change is required to the Shared Facilities Register requiring an amendment to this Statement, the Building Management Committee must put in place arrangements to effect the amendment.
- (b) Each Member and Party must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment.
- (c) At its cost, the Building Management Committee must cause to have the relevant documents registered at Land Titles Office to effect the amendment. Members must produce their title deeds to enable this to occur.

SECTION 5 – FINANCIAL AFFAIRS

16. FINANCIAL AFFAIRS

16.1 Administrative Fund and Capital Works Fund

- (a) Within one month after registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Capital Works Fund.
- (b) The Administrative Fund must be used to:
 - (i) pay the day to day expenses of operating, cleaning, maintaining and Repairing the Shared Facilities;
 - (ii) pay the premiums for the Insurances; and
 - (iii) pay any other costs which are not Capital Works Fund Costs.
- (c) The Building Management Committee must use the Capital Works Fund to pay all costs for renewing, upgrading, and replacing Shared Facilities.

16.2 Budget

- (a) The Building Management Committee must determine a budget for each Year.
- (b) Each budget must be based on an estimate of the costs and expenditure to:
 - (i) pay the Shared Costs; and
 - (ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.
- (c) Each budget must contain itemised details of:
 - (i) each Shared Facility for which a Member is responsible to contribute;
 - (ii) each item of Insurance for which a Member is responsible to contribute;
 - (iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;
 - (iv) the amount which each Member must contribute to the Capital Works Fund for each Shared Facility; and
 - (v) the amount which each Member must contribute to each item of Insurance.

16.3 Contributions

- (a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Capital Works Fund for each year. The amount of the contributions must be based on the budget for the relevant year.
- (b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Capital Works Fund in accordance with each of their relevant proportions.
- (c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

16.4 Additional amounts payable

If the amounts payable or paid under clause 16.3 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

16.5 Payment by Members

Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy: and if it does not do so it must pay interest in accordance with clause 16.6.

16.6 Interest for late payment and debt recovery fees

- (a) A Member must pay interest on each amount payable by it but not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.
- (c) A Member must reimburse the Building Management Committee the costs incurred by it in pursuing the late payment of any amount owing by it to the Building Management Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Building Management Committee or the Managing Agent.

16.7 Financial Statement

As soon as practicable, but no later than 3 months after the expiration of each 12-month period, the Building Management Committee must provide each Member with an audited financial Statement of the funds in the Administrative Fund and the Capital Works Fund.

16.8 Deposit of moneys

- (a) The Building Management Committee must open accounts for the Administrative Fund and Capital Works Fund with its bank, building society or credit union.
- (b) The Building Management Committee must:
 - (i) deposit into the Administrative Fund all money received from Members as contributions to the Administrative Fund; and
 - (ii) deposit not the Capital Works Fund all money received from Members as contributions to the Capital Works Fund.
- (c) The Building Management Committee must pay all invoices, Statements and accounts of the Building Management Committee out of either the Administrative Fund or the Capital Works Fund in the manner required by clauses 16.1(b) and 16.1(c).
- (d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Capital Works Fund must be credited to the Capital Works Fund.

16.9 Surplus Funds

- (a) The Building Management Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.
- (b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

16.10 Dispute

- (a) If there is a Dispute about the payment of a contribution, before resolution of the Dispute, each Member must pay the amounts advised.
- (b) After resolution of the Dispute, the Building Management Committee must make an appropriate adjustment, payment or refund.

SECTION 6 - MAINTENANCE

17. MAINTENANCE AND REPAIR

17.1 Obligation of Members

- (a) Each Member must:
 - (i) properly maintain and keep in a state of good and serviceable repair its part of the Building;
 - (ii) ensure the structural integrity of its part of the Building is maintained;
 - (iii) keep the external areas of its part of the Building free from graffiti; and
 - (iv) whenever reasonably necessary, renew or replace any item or equipment which, if not renewed or replaced, could have an adverse impact on the proper functioning of any Shared Facility.
- (b) The obligations of each Member in this clause are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Building Management Committee.

17.2 Exclusion

Regardless of anything to the contrary in this Statement, clause 17.1 does not oblige a Member to maintain Shared Facilities which are located within its part of the Building which are the responsibility of the Building Management Committee.

17.3 Failure of a Member to carry out obligations

- (a) If a Member fails to carry out its obligations in this clause, then either another Member or the Building Management Committee (the "Exercising Party"), may carry out that obligation in the manner contemplated by this clause.
- (b) After giving not less than 21 day' notice, the Exercising Party may enter the Member's part of the Building with or without tools, equipment and contractors and remain there for such a period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Exercising Party must:
 - (i) ensure all work is done properly;
 - (ii) cause as little interference as practical to the Member and any Occupier of that part of the Building;
 - (iii) cause as little damage as possible; and
 - (iv) if damage is caused, restore as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Exercising Party must:
 - (i) by written notice to the Member, give it a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which it has failed to perform; and
 - (ii) give the Member reasonable notice of intention to exercise its right in this clause.

- (e) The Exercising Party may recover from the member as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Exercising Party in exercising its rights and obligations in this clause.

17.4 Access rights

- (a) When exercising its rights and obligations in clause 17.1, a Member must use its reasonable endeavors to exercise those rights and obligations within the boundaries of its part of the Building.
- (b) If, having used its best endeavors, a Member requires access over any part of the Building for the purposes of exercising its rights and obligations in clause 17.1, it may do so after giving reasonable notice.

17.5 Defects

- (a) If repair or maintenance work is required to a Shared Facility or if a Shared Facility requires replacement and that Shared Facility or the Member in whose Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then if requested by the Building Management Committee that Member must do all that is necessary to have the relevant Shared Facility Repaired and replaced under the warranty.
- (b) If agreed between the Building Management Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to enforce the warranty.

SECTION 7 - MANAGERS

18. MANAGING AGENT

18.1 Appointment

- (a) The Building Management Committee has the power to and must:
 - (i) appoint a Managing Agent; and
 - (ii) enter into an agreement with the Managing Agent to assist the Building Management Committee perform, its secretarial and administrative Functions.

18.2 The Managing Agent appointed by the Building Management Committee must be a Managing Agent as contemplated by the Agents Act 2003.

18.3 Delegation of Functions

- (a) Subject to clause 18.3(b), the Building Management Committee may delegate some or all of its Functions, including the Functions of its Officers, to the Managing Agent.
- (b) The Building Management Committee may not delegate the following Functions to the Managing Agent:
 - (i) any Function which the Building Management Committee may only exercise by Unanimous Resolution;
 - (ii) the Function to determine and levy contributions on Members; and
 - (iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

18.4 Management fee

The Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Register.

18.5 Managing agent as agent

The Building Management Committee may require the Managing Agent to:

- (a) effect and maintain the Insurances on behalf of the Members;
- (b) implement decisions made by the Building Management Committee;
- (c) carry out the delegated Function of the Officers;
- (d) carry out the obligations of the Building Management Committee in respect of any agreement; and
- (e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

18.6 Obligations

- (a) Each Owner Corporation must appoint a Managing Agent.
- (b) Each Owners Corporation must engage the Managing Agent appoint by the Building Management Committee as its Managing Agent.

19. FACILITIES MANAGER

19.1 Appointment

The Building Management Committee has the power to and may:

- (a) appoint a Facilities Manager; and
- (b) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the operation, insurance and Repair of the Shared Facilities.

19.2 Delegation of Functions

- (a) The Building Management Committee may, subject to clause 19.1(b), delegate some of its Functions to the Facilities Manager.
- (b) The Building Management Committee may not delegate the following Functions to the Facilities Manager:
 - (i) any Functions which the Building Management Committee may only exercise by Unanimous Resolution;
 - (ii) the Function to determine and levy contributions on Members; and
 - (iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

19.3 Facilities Management Fee

If the Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Register.

19.4 Obligations of the Facilities Manager

The Building Management Committee may require the Facilities Manager to:

- (a) ensure or supervise the proper operation and Repair of the Shared Facilities;
- (b) implement decisions made by the Building Management Committee;
- (c) carry out the obligations of the Building Management Committee in respect of any contract;
- (d) comply with any obligations the Building Management Committee under the Legislation or this Statement; and
- (e) carry out any other Functions agreed between the Building Management Committee and the Facilities Manager.

19.5 Obligations of Owners Corporations

If an Owners Corporation wants to appoint a Building Manager, it must appoint the same party appointed by the Building Management Committee as its Facilities Manager.

SECTION 8 – SERVICES AND OPERATIONS

20. SERVICES

20.1 General and Easements

- (a) This Statement should be read in conjunction with any Transfers Granting Easements.
- (b) If there is a discrepancy between this Statement and the Transfers Granting Easement, this Statement will prevail to the extent of the inconsistency.
- (c) In particular, this Statement supercedes the following clauses in the following easements and for the reasons more particularly described in Clause 12.5 of this Statement;-
 - (i) easement 3019254 - Clauses 15 - 50 and Schedule 13 and 14,
 - (ii) easement 3019256 - Clauses 14 – 49, Schedule 4 and 5 and ;
 - (iii) easement 3019255 - Clauses 13 – 38, Schedule 3 and 4,

20.2 Responsibility

- (a) Where an item of Services Apparatus is exclusive to part of the Building, unless it is the responsibility of an Authority, the Owner of that part of the Building is responsible for the operation and Repair of that item wherever it may be located in the Building.
- (b) Where an item of Services Apparatus is used for a Service for several parts of the Building:
 - (i) if it is a Shared Facility, then unless specified to the contrary in this Statement, the Building Management Committee is responsible for the operation and Repair of that item.
 - (ii) if it is not a Shared Facility, then subject to clause 20.2(c) the Owners of the parts of the Building utilizing the Service are jointly and severally responsible for the operation and Repair of that item; and
 - (iii) the Owners of the part of the Building in which the item is situated must give access to their part to allow the item to be Repaired and replaced.
- (c) An item of Services Apparatus which has been damaged as a result of any act or omission of an Owner or Occupier must be Repaired by and at the expense of that Owner or Occupier. The Owners of the parts of the Building in which the item is situated must give access to their part to allow the item to be Repaired.
- (d) Where an Owner or Occupier:
 - (i) has failed to carry out its obligations under this clause; and
 - (ii) the Owner of the part of the Building in which the damaged Services Apparatus is contained, or the Building Management Committee, has given the Owner or Occupier who caused the damage written notice of such failure, and that Owner or Occupier has failed to comply with the notice within a reasonable time, the Owner or Building Management Committee may take all lawful steps necessary to Repair the damage and recover from the Owner or Occupier who caused the damage any reasonable expense incurred in doing so.
- (e) A Party with the responsibility for the operation and Repair of an item of Services Apparatus must keep that item maintained and in a state of good and serviceable repair and must replace it with a similar item when it needs replacing.

20.3 Rights and obligations when exercising Functions

When exercising the rights and obligations in the Section, each Owner and Occupier must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as it practicable to other Owners and Occupiers;
- (c) cause as little damage as is practicable to the Building;
- (d) restore the damaged parts of the Building as nearly as practicable to its former condition;
- (e) make good any damage; and
- (f) if required by the Owner of the part of the Building in which the work is being carried out, be accompanied by a representative of that Owner and comply with the reasonable directions of that Owner or the Building Management Committee.

21. SECURITY

21.1 Functions of the Building Management Committee

- (a) The Building Management Committee is responsible for using, programming, coding and re-coding the Security Keys.
- (b) The Building Management Committee is responsible for determining to whom Security Keys should be issued.
- (c) The Building Management Committee may charge a Party a fee for:
 - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) coding or re-coding of any Security Key.
- (d) The Building Management Committee may require the provision of a bond before:
 - (i) issuing a Security Key (whether it is a new Security Key, an addition Security Key or a replacement Security Key); or
 - (ii) coding or re-coding a Security Key.
- (e) The Building Management Committee may make By-Laws in accordance with clause 11 about the use of Security Keys.
- (f) The Building Management Committee may restrict the number of Security Keys it issues to any Member or Party.
- (g) The Building Management Committee may activate or de-activate Security Keys as it considers appropriate.

21.2 Obligations of Parties

- (a) A Party must not:
 - (i) do anything or permit anything which may or which would likely to prejudice the security or safety of the Building; or
 - (ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.
- (b) Parties must

- (i) close all security door and gates when they pass through them;
- (ii) comply with all Rules and directions of the Building Management Committee and the Facilities Manger relating to the security and safety of the Building.
- (iii) exercise great care in making Security Keys available to any person;
- (iv) when vacating a Lot refund all Security Keys to the Building Management Committee; and
- (v) promptly notify the Building Management Committee if a Security Key is lost or destroyed.

21.3 Facilities Manager

The functions of the Building Management Committee in this clause (except the making of Rules), can be carried out by Facilities Manager.

21.4 Agreement with a third party

The Building Management Committee may make arrangements with a third party to manage the Security Key system.

22. FIRE EXIT AREAS

22.1 Rights and obligations of each Party in connection with the Fire Exit Areas

- (a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for the fire drill purposes, to go, pass and repass over the Fire Exit Areas located in the Building.
- (b) Each Party agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.

22.2 Obligations of Members in connection with Fire Exit Areas

- (a) Each Member must not do anything to prevent or restrict the use of or access to the Fire Exit Areas located in its part of the Building in accordance with its obligations in clause 22.1.
- (b) Each Member agrees as follows in connection with the Fire Exits Areas in its part of the Building:
 - (i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;
 - (ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed.
 - (iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;
 - (iv) it will not obstruct the Fire Exit Areas; and
 - (v) it will comply with the requirements of, and notices issues by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.
- (c) On giving reasonable notice to a Member and provided the reasonable requirements of that Member are complied with about access, another Member may access the Fire Exit Areas in the first Member's Building to establish compliance with this clause.
- (d) If the other Member forms the view the Member is not carrying out its responsibilities, it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and if necessary, to issue a notice to the first Member.

- (e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the services of a properly qualified consultant to investigate whether the Member is complying with its obligations.

23. MOVING AND DELIVERING

23.1 Residential

The Building Management Committee is responsible for the management of deliveries of Goods to the Residential Units plan.

23.2 Commercial

The Crown Lessee is responsible for the management of deliveries of Goods to the Crown Lease (other than to the Loading Dock, if any).

24. SIGNS

24.1 Applicability

This clause 24 applies to the Apartments and Retail Areas.

24.2 Prohibited

Owners and Occupiers of Apartments and Retail Areas must not attach, erect, or exhibit any Sign on any part of the Building or any part of their Lot which is visible from outside their Lot.

24.3 Qualifications

The provisions of this clause do not apply to any sign attached, erected, or exhibited:

- (a) on any part of the Building by the Development Proprietor or any party on behalf of the Development Proprietor or any assignee of the Development Proprietor or with their authority; and
- (b) on any part of the Building pursuant to the right to do so under a Common Property Rights Rule.

25. WASTE DISPOSAL

25.1 Use of garbage rooms

- (a) Waste generated from the retail units within the Units Plan and from the Crown Lessee for the Childcare, L3, may only be deposited in receptacles in the garbage rooms in the waste storage room on the ground floor and marked SF 21 on the Shared Facilities Plan.
- (b) Waste generated from the Commercial Crown Lease L1 may only be deposited in receptacles in the garbage rooms in the L1 Building and waste generated from the Apartments may only be deposited in receptacles within the residential allocated areas.

25.2 Obligation of Members

Each Member must:

- (a) ensure the garbage room in its part of the Building is kept clean at all times;
- (b) ensure no odours escape from the garbage room in its part of the Building; and
- (c) comply with the requirements of the Building Management Committee and ACT Government in connection with storage, recycling, and removal of Garbage.

26. CAR PARK MANAGEMENT SYSTEM

26.1 What is the Car Park Management System

- (a) The Parties acknowledge that the Commercial Lessee L1 has and may from time to time enter into a management agreement for part of the Car Park with a third party and that the Carpark Management System to be adopted by the Building Management Committee is to reflect those arrangements within the set of rules and procedures regulating parking in the Building.
- (b) The Car Park Management System comprises:
 - (i) the rights of the Building Management Committee and the obligations of the Parties in this clause 26; and
 - (ii) the rules and procedures of the Building Management Committee made in accordance with this clause 26.

26.2 Rights of Building Management Committee

- (a) The Building Management Committee may make By- Laws and introduce procedures regulating parking by the Owners and Occupiers of the Apartments in the Building, subject to and consistent with the arrangements of the third party provider.
- (b) Subject to the third party agreement, the Building Management Committee may refuse access to the Building to any Permitted Vehicle that does not comply with the Car Park Management System and may refuse access for such period of time as determined by the Building Management Committee.
- (c) The Building Management Committee may, in the absence of any arrangements with a third party provider contracted by the Commercial Crown Lessee:
 - (i) establish a Car Park Register;
 - (ii) put in place systems regulating car parking (such as, by example, a vehicle or vehicle number plate recognition system);
 - (iii) erect items on any part of the Building to regulate parking (such as signage, security cameras, barriers (physical or electronic));
 - (iv) enter into arrangements with third parties in connection with matters relating to the Car Park Management System;
 - (v) enter into arrangements with Authorities in connection with matters relating to the Car Park Management System; and
 - (vi) immobilize Unauthorised Vehicles or enter into arrangements with a third party to do so (subject to all relevant Laws).

26.3 Obligations of Owners and Occupiers

- (a) Owners and Occupiers:
 - (i) are bound by, and must comply with, the Car Park Management System;
 - (ii) must ensure their Invitees comply with the Car Park Management System;
 - (iii) must comply with the directions of the Building Management Committee given in accordance with the Car Park Management System; and
 - (iv) must ensure their Invitees comply with directions of the Building Management Committee given in accordance with the Car Park Management System.
- (b) Owners and Occupiers:

- (i) must not park or stand a Vehicle anywhere in the Building unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one);
- (ii) must not permit their Invitees to park or stand a Vehicle anywhere in the Building (unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one)); and
- (iii) must not give any person a Security Key to the Building for the purposes of allowing that person to park or stand a Vehicle in the Building.

26.4 Car Park Register

- (a) The Car Park Register contains Vehicle Information about Vehicles in the Building including information for the following Vehicles:
 - (i) those owned or used by Owners and Occupiers;
 - (ii) those owned or used by their Invitees; and
 - (iii) those owned by any party under their control.
- (b) If required by the Building Management Committee, Owners and Occupiers:
 - (i) must give the Building Management Committee the Vehicle Information for all Vehicles owned or used by them, their Invitees and any other party occupying or accessing their Lot;
 - (ii) must ensure that information is always up to date; and
 - (iii) must give that information within 21 days of a request for it from the Building Management Committee.
- (c) The Building Management Committee may send a notice to an Owner or Occupier requesting the Vehicle Information if the Building Management Committee is of the view the information is not up to date. The Building Management Committee may recover its cost for doing so from the Owner or Occupier as a debt due to the Building Management Committee.

26.5 Unauthorized Use

- (a) If there is a breach of clause 26.3 or clause 26.4, the Building Management Committee may:
 - (i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Owner or Occupier; and
 - (ii) issue more than one Notification throughout the duration of the breach.
- (b) If there is a breach of either clauses 26.3 and clause 26.4, Owners and Occupiers:
 - (i) acknowledge their Vehicle or the Vehicle of their Invitee may be immobilised;
 - (ii) consent to immobilization occurring by or on behalf of or at the instigation of the Building Management Committee, the Managing Agent, the Facilities Manager or any third party; and
 - (iii) agree monies payable by them in connection with the immobilization must be paid before the Vehicle is released.

26.6 Recovery of costs

- (a) The Managing Agent may recover from the relevant Owner and Occupier as a debt due in any court of competent jurisdiction all costs and expenses incurred by the Building Management Committee

or incurred on its behalf by any party carrying out its Functions in this Section as a result of breach by the Owner or Occupier or its Invitee of the obligations in this Section.

- (b) These include without limitation:
 - (i) the fee for each Notification placed on an Unauthorised Vehicles or sent to the relevant Owner or Occupier;
 - (ii) the costs and expenses of any kind incurred by the Building Management Committee in connection with the issue of Notification;
 - (iii) the costs and expenses of any kind incurred in the recovery of the debt due to the Building Management Committee in connection with the parking of Unauthorised Vehicle on an indemnity basis including but not limited to all amounts payable by the Building Management Committee to its Managing Agent, the cost of issuing an invoice for the debt and all legal costs and expenses in connection with the recovery of the debt;
 - (iv) all amounts payable by the Building Management Committee to its Managing Agent;
 - (v) the cost of issuing an invoice for the debt; and
 - (vi) all legal costs and expenses in connection with the recovery of the debt.
- (c) For the avoidance of doubt, if the Building Management Committee issues more than one Notification throughout the duration of the breach, it may recover as a debt from the Owner or Occupier the cost multiplied by the number of Notifications it issues.
- (d) The following persons are liable to pay the Building Management Committee as a debt the amounts payable to it (and, if more than one person, they are jointly and severally liable):
 - (i) the Owner or Occupier who parked the Unauthorised Vehicle;
 - (ii) the Owner or Occupier who owns or has a legal interest in the Unauthorised Vehicle;
 - (iii) the Owner or Occupier controlling the use of the Unauthorised Vehicles;
 - (iv) the Owner or Occupier of any Lot owned, tenanted or occupied by a person who breaches these clauses; and
 - (v) the Owner or Occupier of a Lot who has permitted or authorized the parking of an Unauthorised Vehicle.
- (e) The Building Management Committee may issue an invoice to any person referred to in clause 26.6(d) for any amount due under this Section.
- (f) The invoice may be served:
 - (i) by being left on the Unauthorised Vehicle;
 - (ii) by being left at the Lot of the Owner or Occupier to whom it is addressed;
 - (iii) to the last known address of the Owner or Occupier to whom it is addressed; or
 - (iv) if the Owner or Occupier to whom it is addressed has been notified by the Building Management Committee or an Owners Corporation of an address for service of notices, to that address.
- (g) Any debt which arises under this Section is due and payable to the Building Management Committee whether or not an invoice is served on the person or persons liable for payment.

- (h) A cost or expense recoverable under this Section becomes due and payable at the time the Building Management Committee becomes liable to pay the cost or expense.
- (i) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this clause but not paid within 30 days for the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.
- (j) The amount stated in any invoice or Statement issues by the Building Management Committee, its Managing Agent, or its Facilities Manager as the amount due under this clause is conclusive evidence of the amount stated.
- (k) The Building Management Committee may engage its Managing Agent, its Facilities Manager or a third party to assist it with its Functions in this Section, in which case the party may issue Notifications, serve invoices and recover costs as if it were the Building Management Committee.
- (l) The parties acknowledge that the Car Parking Management Systems relates only to the residential carparking areas and excludes the publicly accessible carparking areas.

27. ACCESS TO CAR PARKING

27.1 Obligations of Parties with respect to Access to Carparking

- (a) The Commercial Crown Lessee must permit access to Basement carparking via the entry system to permit Owners and Occupiers of the Units Plan at all times to access the Residential Carparking area and the Childcare Lessee any carparking areas available to it.
- (b) Owners and Occupiers of the Units Plan and Childcare Lessee acknowledge that access via the entry system may only be used by them and their Invitees for the purpose specified in the preceding subclause and agree not to use it for any other purpose.

28. CHARGES

28.1 Utilities

Parties are responsible to pay must pay, all monies separately charged to or levied on their Lot for utilities consumed in connection with their Lot, whether charged or levied by an Authority, an Owners Corporation or the Building Management Committee.

28.2 False fire alarms

Members must compensate the Building Management Committee the cost incurred by it for any false fire alarm cause by the Member or emanating from the Member's Lot for any reason. The Building Management Committee may assume a false fire alarm was caused by a Member or emanated from a Member's Lot if it is so advised by the Fire Brigade or a fire monitoring contractor engaged by the Building Management Committee.

SECTION 9 – INSURANCES AND RELEASE

29. INSURANCES AND RELEASE

29.1 Insurances

- (a) The Building Management Committee must effect the following Insurances for the Building and must keep insured all Buildings on the Land for their replacement value from time to time against all of the following risks:
 - (i) fire, lighting, tempest, earthquake and explosion ;
 - (ii) riot, civil commotion, strikes and labour disturbances;
 - (iii) malicious damage,
 - (iv) bursting, leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of and objects falling from, aircraft)
 - (vi) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
 - (vii) public liability insurance for each Shared Facility;
 - (viii) workers compensation if required by Law;
 - (ix) any other insurance decided by the Building Management Committee or required by Legislation from time to time; and
 - (x) all costs incidental to the reinstatement or replacement of the insured building, including the cost of removing debris and the fees of architects and other professional advisers;
- (b) The Building Management Committee must take out each policy:
 - (i) in the name of the Responsible Entity, being the Building Management Committee of DP 12155, comprising of each Member (with full name described) and as required by the *Land Titles Act 1925*; and
 - (ii) note the joint names of each Member; and
 - (iii) if applicable, note the name of a mortgagee under a mortgage for that Member's respective rights and interests.

29.2 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building; and
- (c) consider any reasonable insurance proposal provided by L1 Commercial Owner when considering which insurer to use and to ensure that any such insurer's can comply with the provisions of the ACT Government Lease over L1 Commercial.

29.3 Affect Insurances

- (a) Whenever a party to this statement is an Owners Corporation the Building Management Committee must effect an arrangement to insure the Building in accordance with the requirements prescribed by regulation.
- (b) A Party must not at any time do anything that might:
 - (i) void or prejudice the Insurances; or
 - (ii) increase the Insurances premiums.
- (c) Clause 29.3(a) does not apply if the Party first obtains the consent of the Building Management Committee.
- (d) If a Party does anything to increase an Insurances premium, the relevant Member must pay the increased amount.

29.4 Use by a Party of property

- (a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Building, that Party:
 - (i) does so at its own risk; and
 - (ii) releases the other Party from any:
 - (A) claim and demand of any kind; and
 - (B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building, relating to such use of the property.
- (b) Clause 29.4(a)(ii) does not apply to the extent of the damage, death or injury us caused by the negligence of the other Party.

29.5 Payment of excess

Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's part of the Building, but excluding damage to any Shared Facility, which responsibility for the excess payment remains with the Building Management Committee.

29.6 Payment of premiums

The Building Management Committee must ensure the Members pay the premiums in the relative proportion of replacement value.

29.7 Insurance by Members

- (a) Each Member must effect the following insurances for their part of the Building:
 - (i) public liability insurance;
 - (ii) office bearers liability insurance;
 - (iii) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty;
 - (iv) legal defence cost;
 - (v) workers compensation (if applicable); and
 - (vi) if the Member is an Owners Corporation, contents insurance for its Common Property.

- (b) Each Member must give the Building Management Committee copies of its insurance policies within 4 Business Days of a request from the Building Management Committee.

SECTION 10 – DEVELOPMENT GENERAL**30. DEVELOPMENT AND SUBDIVISION OF THE BUILDING****30.1 Matters relating to development and Subdivision**

- (a) The Parties understand that at the date of registration of this Statement;
 - (i) all parts of the Building that are or could be subdivided under the Legislation may not have been so subdivided;
 - (ii) legislative amendments to accommodate mixed use developments may impact this statement; and
 - (iii) all intended Shared Facilities may not have been constructed or be in existence.
- (b) Due to Development and Subdivision after the entering into of this Statement, changes may be required to the Shared Facilities Register in the manner provided by this Statement.

30.2 Conditions when carrying out Development Works

When carrying out Development Works, the Party responsible for carrying out the works must:

- (a) ensure compliance with the requirements of all Authorities;
- (b) ensure all relevant Consents are obtained;
- (c) ensure compliance with all Consents;
- (d) ensure only qualified and, where appropriate, licensed tradesmen are used;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Building;
- (g) cause as little disturbance as is practicable to Owners and Occupiers;
- (h) ensure no damage is done to any Services Apparatus installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the property of any Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (j) ensure the works are only carried out within the times permitted by any relevant Consent or if there is no such Consent, within any reasonable times prescribed by the Building Management Committee.

30.3 Completion of development works

No later than 14 days after completion of Development Works, the Party responsible for the works must:

- (a) Ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) give the Building Management Committee the following:
 - (i) all plans, specifications, occupation certificates and documents (including policies of insurance) relating to the works; and
 - (ii) all consents and related endorsed plans, "as built" drawings, fire safety certificates and warranties relating to the works.

SECTION 11 – DEVELOPMENT ACTIVITIES

31. DEVELOPMENT ACTIVITIES BY THE DEVELOPMENT PROPRIETOR

31.1 Development Proprietor

Reference to the Development Proprietor in this Section includes any party acting on behalf of the Development Proprietor.

31.2 Development Activities

- (a) Subject to this Section, the Development Proprietor may carry out Development Activities without interference from any Party.
- (b) When carrying out a Development Activity, without notice to any Party the Development Proprietor:
 - (i) may access all reasonable and relevant parts of the Building (including Common Property and Shared Facilities) for the purposes of carrying out the activity for such reasonable period of time as may be necessary; and
 - (ii) may authorise other parties to do so.

31.3 Shared Facilities and Shared Costs

- (a) When carrying out a Development Activity, the Development Proprietor may access, use, connect to, change, relocate, alter, add to or temporarily disconnect any Shared Facility.
- (b) The Parties acknowledge:
 - (i) as a consequence of carrying out a Development Activity, it may be necessary for the Development Proprietor to change the Shared Facilities Register to more accurately reflect the arrangements in connection with the facilities and costs; and
 - (ii) any such changes would require an amendment to this Statement registered at ACT Land Titles Office.
- (c) If this occurs, the Building Management Committee must put in place arrangements to effect the amendment recommended by the Development Proprietor.
- (d) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment.
- (e) At its costs, the Building Management Committee must cause to have the relevant documents registered at the ACT Land Titles Office to effect the amendment, and Members must produce their titles to enable this to occur.

31.4 General obligations of the Parties

- (a) Each Party agrees:
 - (i) it will not object to any change or amendment to the Shared Facilities Register recommended by the Development Proprietor as contemplated by clause 31.3;
 - (ii) it will not object to a Development Activity by the Development Proprietor;
 - (iii) it will not do anything to hinder or prevent the Development Proprietor carrying out a Development Activity;

- (iv) if its consent is required to an Application to enable the Development Proprietor to carry out a Development Activity, it will endorse its consent on that application within 14 days of a request from the Development Proprietor to do so; and
- (v) if it is required to execute a Document to enable the Development Proprietor to carry out a Development Activity, it will execute that Document within 14 days of a request from the Development Proprietor to do so.
- (b) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Development Proprietor to carry out a Development Activity.
- (c) Notwithstanding anything to the contrary in this clause, a Party is not obliged to do any act required of it in this clause if the relevant Development Activity would result in that Party not having access to a Shared Facility which it would have had but for the activity.

31.5 Indemnity in favour of the Development Proprietor

A Party who breaches its obligations in this Section agrees to indemnify the Development Proprietor and keep the Development Proprietor indemnified for all costs, losses, expenses and damages incurred by the Development Proprietor arising out of breach of this clause by that Party.

31.6 Meetings

- (a) This clause applies if the Development Proprietor is a Member.
- (b) To the extent of any inconsistency between this clause and any other clause in this Statement, the provisions of this clause prevail.
- (c) For the purposes of making a decision about a Development Activity:
 - (i) a meeting of the Building Management committee may be called by the Representative or Substitute Representative of the Development Proprietor;
 - (ii) a quorum comprises the Representative or Substitute Representative of the Development Proprietor;
 - (iii) a quorum is not constituted unless the Representative or Substitute Representative of the Development Proprietor is present at the meeting; and
 - (iv) the vote of the Representative or Substitute Representative of the Development Proprietor is sufficient to pass a motion at a meeting of the Building Management Committee.

SECTION 12 – SUBDIVISION AND TRANSFER

32. SUBDIVISION BY A UNITS PLAN

32.1 Subdivision Notice

- (a) Within 14 days of registration of a Units Plan subdividing a Stratum Lease, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
 - (i) details of the Stratum Lease being subdivided;
 - (ii) a copy of the registered Units Plan;
 - (iii) the name, address and ABN of the Owners Corporation;
 - (iv) the name, address, telephone number and contact name of the strata managing agent appointed by the Owners Corporation; and
 - (v) the name, address, telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

32.2 Membership of the Building Management Committee

- (a) Effective from the date of registration of the Units Plan, the Owners Corporation is the New Member of the Building Management Committee in place of the Outgoing Member.
- (b) Until the Building Management Committee is given a Subdivision Notice, the Representative or Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

32.3 Voting

The Owners Corporation, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the Units Plan.

32.4 Shared Costs

The proportion of Shared Cost payable by the Owners Corporation as the New Member remains the same as that payable by the Outgoing Member before the registration of the Units Plan.

32.5 Obligations

- (a) Subject to clause 32.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.
- (b) If at the time of giving Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

33. SUBDIVISION BY A STRATUM PLAN

33.1 Subdivision Notice

- (a) Within 14 days of registration of a plan subdividing a Stratum Lease into further Stratum Lots, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
 - (i) details of the Stratum Lot being subdivided;
 - (ii) a copy of the registered Stratum Plan;
 - (iii) the number of votes attributable to each new stratum Lot (applying the principles in clause 33.3); and
 - (iv) The proportion of Shared Costs attributable to each new Stratum Lot (applying the principles in clause 33.4).

33.2 Membership of Building

- (a) Effective from the date of registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Lot created by the subdivision is the same party who was the Member prior to the subdivision.
- (b) The Representative and Substitute Representative of the Outgoing Member become the Representative and Substitute Representative for the New Members on the Building Management Committee.

33.3 Voting

The subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of the new Stratum Lots. Each New Member has between them the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

33.4 Shared Costs

- (a) The proportion of Shared Costs payable by the New Members is equal to the proportion of Shared Costs payable by the Outgoing Member before registration of the plan.
- (b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Lot, the proportion attributable to each new Stratum Lot is either the amount determined by the Building Management Committee or, if not determination is made, is the proportion expressed as a percentage which the area of each new Stratum Lot bears to the total area of the Stratum Lot before registration of the plan.

33.5 Obligations

- (a) Subject to clause 33.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member of each Stratum Lot becomes liable for all obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.
- (b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Members are jointly and severally responsible to the Building Management Committee for the payment of those monies.

34. TRANSFER OF A STRATUM LOT

34.1 Transfer Notice

- (a) Within 14 days of registration of a transfer of a Stratum Lot, the Owner of the lot must give the Building Management Committee a Transfer Notice.
- (b) The transfer Notice must include the following information:
 - (i) details of the Stratum Lot being transferred;
 - (ii) the name, address and ABN of the transferee as the New Member; and
 - (iii) the name, address and contact telephone numbers of the Representative and Substitute Representative of the New Member.

34.2 Membership of Building Management Committee

- (a) Effective from the date of registration of the transfer, the transferee becomes the New Member of the Building Management Committee in place of the Outgoing Member.
- (b) Until the Building Management Committee is given a Subdivision Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

34.3 Voting

The transferee, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had prior to the transfer.

34.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains the same as that payable by the Outgoing Member before the transfer.

34.5 Obligations

- (a) Subject to clause 34.5(b), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes liable for all obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.
- (b) If at the time of giving a Transfer Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

SECTION 13 – DAMAGE AND DESTRUCTION

35. DAMAGE OR DESTRUCTION TO THE BUILDING

35.1 Territory Laws

The BMS and section 11 do not override any development approval conditions, environmental authorisations or any other territory law as provided by Section 123 E (5) of the *Land Titles Act 1925*.

35.2 Partial Damage

- (a) The following provisions apply in the event of Partial Damage:
 - (i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
 - (ii) Where Partial Damage is confined to that part of the Building owned by a Member (the “Affected Member”), the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be paid to the Affected Member and such moneys must be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.
 - (iii) Where Partial Damage is not confined to that part of the Building owned by a Member, the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the damage. Such moneys must be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Building so damaged, as the case may require.
- (b) Each Member shall be entitled to reasonable access to relevant parts of the Building for the purpose of effecting such repairs.

35.3 Total Loss Damage

The following provisions apply in the event of Total Loss Damage:

- (a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
 - (i) the insurer to elect reinstatement as the basis of settlement; and
 - (ii) to the Authorities with a view to reinstating the Building in accordance with its original design, the Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.
- (b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:
 - (i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;

- (ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
 - (iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.
- (d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:
 - (i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;
 - (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;
 - (iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;
 - (iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and
 - (v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

SECTION 14 – GENERAL

36. AMENDING THIS STATEMENT

36.1 How this Statement may be amended

This Statement may only be amended by a Unanimous Resolution of the Building Management Committee or by an order of the court or ACAT.

36.2 Registration of amendment

- (a) If the Building Management Committee passes a Unanimous Resolution to amend this Statement, then as soon as practicable after the meeting approving the amendment the Building Management Committee must put in place arrangements to effect and register the amendment pursuant to Clause 123 H of the Land Titles Act 1925.
- (b) Each Member and each Party must vote in the appropriate manner at the relevant meeting and sign all relevant Documents to enable the Building Management Committee to make and register the amendment.
- (c) At its cost, the Building Management Committee must cause to have the relevant Documents registered at the ACT Land Titles Office, and Members must produce their titles to enable this to occur.

37. DISPUTES

37.1 Parties to, and nature of, a Dispute

- (a) The party or parties to a Dispute entitled to serve a Dispute Notice are any combination of:
 - (i) The Building Management Committee; and
 - (ii) A Member or Members
- (b) For the avoidance of doubt:
 - (i) Owners and Occupiers of Unit Lots (including their invitees) may not be a party to a Dispute; and
 - (ii) Occupiers of Units Plans (including their invitees) may not be a party to a Dispute.
- (c) A Dispute means any disagreement or difference between the parties to the Dispute:
 - (i) which arises in circumstances contemplated by clause 9.3(b);
 - (ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with its obligations in this Statement;
 - (iii) on the interpretation or construction of a provision of this Statement;
 - (iv) about resolutions of the Building Management Committee;
 - (v) about the manner in which a Shared Facility is operated or Repaired; or
 - (vi) about the manner in which contributions to the Administrative Fund or the Capital Works Fund are determined or levied.

37.2 Notice of a Dispute

- (a) A person entitled to serve a Dispute Notice may do so at any time by serving the Dispute notice in the manner required by this clause.

- (b) A person notifies another person or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:
 - (i) Identify the subject matter of the Dispute;
 - (ii) state the facts upon which the person relies;
 - (iii) identify the provisions of the Statement relevant to the Dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession or control of the person giving the Dispute Notice; and
 - (v) contain any particulars of the amount of money in Dispute (if any).

37.3 Obligation to resolve

- (a) When a Dispute Notice is served the parties to the Dispute:
 - (i) must meet at least once within the 14 Business Days of service of the Dispute Notice; and
 - (ii) must use their reasonable endeavors in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.
- (b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in this clause, then the person serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must proceed with the agreed action.

37.4 Appointment of an Expert

- (a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.
- (b) If the parties to the Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 37.4(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of ACT to appoint the Expert.
- (c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (d) The expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

37.5 Identity of qualifications

- (a) The appointed Expert must be a lawyer appointed to practice in the Australian Capital Territory with a current practicing certificate and with experience in property and Unit law unless the Dispute is about a matter under clause 37.1(c)(v).
- (b) If the Dispute is about a matter under the clause 37.1(c)(v) the Expert must be a consultant with qualifications regarding the Shared Facility the subject of the Dispute (as an example, an electrical engineer, a hydraulics engineer or a fire consultant or the party who prepared the original Shared Facilities Register).

37.6 Submission to Expert

- (a) Each party to a Dispute may make written submission to the Expert about the Dispute and costs.

- (b) If a party to the Dispute makes a submission, that party must:
 - (i) submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) provide the other parties to the Dispute with a copy of the submission within 24 hours of its submission to the Expert.
- (c) A party who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that party and relevant to the matter to be determined.
- (d) Clause 37.6(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquires.

37.7 Expert's Determination

- (a) The Expert acts as an expert and not as an arbitrator.
- (b) Except as to matter of Law, the Expert's decision including any decision about the expense arising from the Dispute is final and binding on each party to the Dispute.
- (c) The Expert must:
 - (i) give reasons for the determination; and
 - (ii) determine how the cost of any determination is paid.

37.8 Costs

- (a) The parties to the Dispute must equally share the costs of the Expert and any consultant appointed by the Expert unless the Expert makes a different determination.
- (b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

37.9 Other action

If there is any disagreement between the parties arising out of or in connection with this Statement which is not a Dispute then:

- (a) the parties to the disagreement must use their reasonable endeavors in good faith to resolve the disagreement within 28 Business Days of service of a notice by one party on the other about the disagreement (which notice must contain in reasonable detail the matter the subject of the disagreement with a suggested solution); and
- (b) if the parties cannot resolve the disagreement, the parties agree that subject to the provisions of any Law to the contrary their appropriate course of action (if there is a course of action) is in the relevant court of competent jurisdiction.

38. NOTICES AND SERVICE

38.1 Form of Notices

- (a) Notices and other documents under this Statement must be in writing and:
 - (i) if being sent by a natural person, must be signed by that person;

- (ii) if being sent by a corporation, must be signed by a director or secretary of that corporation;
 - (iii) if being sent by an Owners Corporation, must be signed under the seal of the Owners Corporation in accordance with Section 9 of the Management Act; and
 - (iv) if being sent by the Building Management Committee, must be authorized by a meeting of the Building Management Committee and signed by the Managing Agent or a Member.
- (b) Notices and other documents to a Member must be addressed to the Member and sent to the Representative or the Member as notified under clause 7.4(a).
- (c) Notice and other documents to the Building Management Committee must be addressed to the Building Management Committee and sent to the Managing Agent appointed by the Building Management Committee.

38.2 Service of Notices

- (a) Notices may only be sent:
 - (i) by hand;
 - (ii) by email if the party on whom it is being served has given its email details and consented to receiving notices by email;
 - (iii) by post; or
 - (iv) by any other means determined by the Building Management Committee.
- (b) A notice is deemed to be given
 - (i) if sent by hand, at time of delivery;
 - (ii) if sent by email, at time recorded as being sent; and
 - (iii) If sent by post, within 3 Business Days of it being posted.

39. LEGAL ADVICE

39.1 Approval by Building Management Committee

The Building Management Committee must not seek legal advice or the provision of any other legal services, or initiate legal action, for which any payment may be required unless a Unanimous Resolution is passed at a properly convened meeting of the Building Management Committee approving the seeking of the advice or services or the taking of that action.

40. GENERAL

40.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

40.2 Exercise of a right

- (a) A Member may exercise a right:
 - (i) at the Member's discretion; and
 - (ii) separately or together with another right.

- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member failed to exercise a right or delays in exercising a right, that Member may still exercise that right later.

40.3 Severance

- (a) Subject to clause 40.3(b)
 - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite clause 40.3(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole provision must be severed.
- (b) If an event under clause 40.3(a) occurs, the remainder of this Statement continues in full force and effect.

SECTION 15 – DICTIONARY

Administrative Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 16.1(b)

Apparatus includes:

- (a) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, boards, regulators and valves; and
- (b) plant and equipment

Apartment means a Unit Lot which is used for residential purposes.

Application means an application of any kind to permit a Development Activity.

Authority means any Government Agency or any other authority or body having authority over or jurisdiction in respect of the Building or the land.

Balcony includes balconies, terraces, courtyards, roof top gardens, winter gardens and similar areas comprising part of or attached to a Unit Lot.

Building means the building the subject of this Statement, comprising the several parts identified in the Particulars.

Building Management Committee means the committee established under this Statement (and see Section 3)

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include Saturday or a Sunday.

By-Laws mean the By-Laws of the Building established and made by the Building Management Committee in accordance with clause 11.

Capital Works Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 16.1(c).

Car Park Management System means the system and procedures the subject of clause 26, subject to the terms of any third party arrangements in place with the Commercial Crown Lessee L1.

Car Park Register means the register the subject of clause 26.4.

Car Space means that part of the Building designated for parking cars includes a Lot or any part of a Lot marked as a car space on a Units Plan.

Crown Lease means a crown lease for a lot within the Building not including a Units Plan, and Crown Lessee means the registered proprietor of a crown lease.

Common Property means common property in a Units Plan.

Common Property Rights Rule means an exclusive use and special privilege rule made in accordance with the Management Act, if any.

Consent means a certificate, consent or approval: the expression includes Development Consents and Occupation Certificates.

Development in connection with a part of the Building means:

- (a) any extension or addition;
- (b) the carrying out of any work or improvement;
- (c) demolition works;
- (d) erection of scaffolding;
- (e) upgrading or redevelopment works;
- (f) alterations, modifications, or additions to an item of Services Apparatus;
- (g) installation of an item of Services Apparatus;
- (h) removal of an item of Services Apparatus;
- (i) connection to an item of Services Apparatus;
- (j) alterations, modifications and additions to a Shared Facility;

- (k) installation of a new Shared Facility;
- (l) removal of a Shared Facility;
- (m) connection to a Shared Facility;

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

Development Activities are:

- (a) development of part of the Building;
- (b) subdivision of a Stratum Lease;
- (c) development Works;
- (d) changing the Shared Facilities Register in the manner contemplated by clause 31.3 and;
- (e) amending this Statement in the manner contemplated by this Statement

Development Consent means a consent to a development application issued under the Planning and Development Act 2007

Development Proprietor means the party or parties described in the Particulars: and if the Particulars describe more than one party the provisions of this Statement apply severally to each of them.

Development Works means works that are carried out in connection with Development or Subdivision.

Dispute means a dispute arising from the circumstances described.

Dispute Clause means clause 37

Dispute Notice means a notice served in accordance with clause 37.2(b)

Document includes any document, plan, instrument or rule.

Expert means a person appointed under clause 37.4

Facilities Management Fee means the fee payable to the Facilities Manager.

Facilities Manager means the person appointed by the Building Management Committee under clause 19.1(a).

Fire Exit Areas means those parts of the Building to be used for emergency exit from the Building.

Function means a right, obligation or duty.

Goods means includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature,

Government Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Insurances mean the following:

- (a) All insurance which the Building Management Committee must effect under the Legislation and this Statement; and
- (b) Any other insurances which the Building Management Committee determines to effect.

Insurer means each party with whom the Insurances are effected.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether or implied) a Member or Party.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the *Unit Titles Act 2001* or the *Unit Titles (Management) Act 2011* as the context requires.

Levy Certificate means the certificate the subject of clause 10.4.

Lot means (as the context requires) the parcel of Land that comprises the Units Plan or a Crown Lease.

Management Act means the *Unit Titles (Management) Act 2012 (ACT)*

Managing Agent means the person appointed by the Building Management Committee under clause 18.1(a)(i)

Management Fee means the fee payable to the Managing Agent.

Member means a member of the Building Management Committee.

Members' Roll means the roll described in clause 10.2(b)

New Member means the Member of the Building Management Committee immediately following:

- (a) the Subdivision of a Stratum Lease; or
- (b) the transfer of a Stratum Lease.

Notification means a written notice informing the Owner or Occupier that a Vehicle is in breach of the Car Park Management System.

Occupation Certificate means a certificate as defined by the Building Act 2004.

Occupier means the lessee, licensee or occupier for the time being (not being the Owner) of a Units Plan or Stratum Lease in the Building.

Officer means an officer of the Building Management Committee as specified in clauses 7.6(a) and 7.6(b).

Operating Costs means the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

Original Owner means the Development Proprietor.

Outgoing Member means the Member of the Building Management Committee immediately prior to:

- (a) the subdivision of a Stratum Lease; or
- (b) the transfer of a Stratum Lease.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Unit Lot and Stratum Lease in the Building and in the context of a Units Plan includes the Owners Corporation.

Owners Corporation means the owners corporation constituted on registration of a Unit Plan.

Partial Damage means any damage to the Building or any part of it which is not Total Loss Damage

Particulars means the particulars on page 2 of this Statement.

Party means a party bound by this Statement as described in the Particulars

Permitted Vehicle means a car, small truck, motorcycle or bicycle.

Registered Stratum Plan is the deposited Plan creating a Stratum Lease.

Repair means to clean, maintain, repair, renew or replace.

Repair Costs means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

Representative means the representative of a Member who must be a natural person and, in that case of an Owners Corporation, hold the appropriate delegation, assuming this is a requirement under the Management Act.

Secretary means the secretary of the Building Management Committee

Security Key means a key, magnetic card or other similar device for use in connection with all parts of the Building (including the Shared Facilities)

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signal or another prescribed service.

Services Apparatus means:

- (a) any wire, cable, pipe, drain, duct, line, flue, chute, or other apparatus through which a Service passes; and
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, water storage tanks, cooling towers and air-conditioning units).

Shared Costs means:

- (a) in respect of the Shared Facilities
 - (i) the repair Costs
 - (ii) the Operating Costs; and
 - (iii) any amount which the Building Management Committee determines is a Shared Cost in connection with the Shared Facilities.
- (b) In respect of the Fire Exit Areas
 - (i) the cost of keeping them clean;
 - (ii) the cost of keeping them safe and in good state of repair and condition;
 - (iii) all compliance costs; and
 - (iv) the cost of keeping the doors to the Fire Exit Areas operational.
- (c) the Management Fee
- (d) the Facilities Management fee;
- (e) Insurance costs; and
- (f) any amount which the Building Management Committee determines is a Shared Cost in connection with any part of the Building.

Shared Facilities Means:

- (a) The services, facilities, machinery, plant and equipment referred to in the Shared facilities Register;
- (b) Any alterations, additions or replacement of those items;
- (c) Any services, facilities, machinery, plant and equipment which the Building Management Committee determines are Shared Facilities; and
- (d) Any service apparatus connected to or forming part of these items.

Shared Facilities Consultant is a party with the qualifications referred to in clause 15.2

Shared Facilities Register means the table in Section 17

Stratum Lease means a crown lease over a parcel within the building.

Statement means this Building Management Statement (the expression includes any registered amendment)

Subdivision means subdivision by a plan of subdivision within the meaning of the Development Act and includes the subdivision of a Units Plan into a further Units Plan, where necessary.

Substitute Representative means the substitute representative of a Member and must be natural person.

Unit Lot means a lot within a Units Plan, be it residential, retail or commercial.

Units Plan means a plan that is registered as a Units Plan under the Development Act.

Units Plan of Subdivision means a plan that is registered as a Units Plan under the Development Act

Units Scheme means a Units scheme constituted on registration of a Units Plan

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building

Transfer means to assign, transfer, create a trust or change ownership.

Transfer Granting Easements means dealings 3019254 ,2019255, 3019256 and 3027380 Easement for Fire Panel Access

Treasurer means the treasurer of the Building Management Committee.

Unanimous Resolution means a resolution passed at a meeting of the Building Management Committee without a vote being cast against it.

Unauthorised Vehicle means a Vehicle in the Building contrary to this Statement or the Car Park Management System.

Vehicle means any motorized vehicle of transport and includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Vehicle Information means the following information about the vehicle:

- (a) Name of the owner;
- (b) Registration details;
- (c) Make and model; and
- (d) Any other information required by the Building Management Committee.

Voting Table is the table in the Particulars.

Waste means garbage, refuse and waste.

Year/year means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

SECTION 16 – INTERPRETATION

(a) General

In this Statement unless the context indicates a contrary intention:

- (i) words denoting any gender include all genders;
- (ii) the singular number includes the plural and vice versa;
- (iii) references to any legislation includes any legislation which amends or replaces that legislation;
- (iv) a person includes their executors, administrators, successors, substitutes (for example, person taking by novation) and assigns;
- (v) a person includes companies and corporations and vice versa;
- (vi) person includes the Building Management Committee;
- (vii) except in the dictionary, headings do not affect the interpretation of this Statement;
- (viii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;
- (ix) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
- (x) a reference to a document includes any variation or replacement of it;
- (xi) a reference to a thing includes the whole or each part of it; and
- (xii) mentioning anything after “includes” or “including” does not limit what else may be included.

(b) Business Day

- (i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.
- (ii) If the event occurs on a day which is not a Business Day or occurs later than 5:00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (iv) A reference to a time period unless specifically written otherwise, excludes the first day of that period.

(c) Undefined words

Undefined words in this Statement have the same meaning as they do in the Management Act.

SECTION 17 – SHARED FACILITIES REGISTER

This Section describes:

- (a) The Shared Facilities;
- (b) The proportion of the Shared Costs payable by each part of the Building; and
- (c) The method of determining the proportions.

Shared Facilities may only be accessed by or used by the Building Management Committee and each party authorised by it for the purposes of carrying out its Functions in this Statement.

In this Section:

- 1. **Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
- 2. **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.
- 3. **Services Apparatus** means any item of services equipment or any conducting medium.
- 4. **Services Equipment** means an item of plant or equipment in which a service is generated, contained or stores.
- 5. **Exclusive Services Apparatus is Services Apparatus** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.
- 6. **Access** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.
- 7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF3	Insurance Building	This facility includes the insurance requirements for the Building and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	65%	4%	31%	3
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.				
SF5	Car Park Ventilation and Lighting System Car Park Ventilation and Lighting System (cont.)	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and e) Costs and access associated with the operation, maintenance and replacement of the shared facility.	70%	3%	27%	2
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked	80%	20%	0%	5

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.				
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and		100%		4

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		g) Access to the shared facility for operational and maintenance matters.				
SF8	Electrical Infrastructure Electrical Infrastructure (cont.)	Electrical infrastructure includes: a) The switch rooms located on basement level 1 and ground level and marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Gas Infrastructure (cont.)	Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.				
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits;	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.				
SF12	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		cables become the responsibility of the respective member; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout the basement levels. This shared facility includes,	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located any and mimic panels together with their associated electrical				

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14B on the ground floor on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System – Building D (cont.)	c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and				

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Security Services (cont.)	b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts; f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.				
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: - SF4 – Car Park Access; - SF5 – Car Park Ventilation and Lighting System; - SF6 – Lift; - SF8 – Electrical Infrastructure; - SF9 – Gas Infrastructure; - SF12 – Telecommunication System; - SF15 – Fire Stairs; - SF17 – Signage.	57%	6%	37%	1
	Cleaning (cont.)					

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system. This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.	57%	6%	37%	1
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared	0%	16%	84%	6

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.				
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and c) Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1
SF23	Service Access Services Access (cont.)	This shared facility provides access for vehicles and personnel required for the provision of services to the lots including, but not limited to, deliveries, maintenance, waste removal and cleaning services. This shared facility includes: a) The service access area marked SF23 on the ground floor of the shared facilities plan; b) The boom gate control panel marked SF23 on basement level 1 of the Shared Facilities Plan; c) Maintaining and repairing the service access way;	37%	7%	56%	6

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility.				

SECTION 18 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Lot in relation to the total floor area of the Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Lot.

Method 3

Proportion based on the relative replacement cost value of each Members Building Part.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan

EXECUTED AS A STATEMENT:

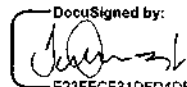
Dated the

22nd day of August

2022

Registered Proprietor L1:

EXECUTED by DOMA DICKSON DT PTY)
LIMITED ACN 608 533 553 pursuant to)
Section 127 of the Corporations Act 2001:

DocuSigned by:

E23FCE310FD4DE

Signature of Director/Secretary

sole

Signature of Director

Jure Domazet

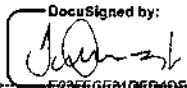
Name of Director/Secretary

sole

Print name of Director

Registered Proprietor L2:

EXECUTED by DOMA DICKSON DT PTY)
LIMITED ACN 608 533 553 pursuant to)
Section 127 of the Corporations Act 2001:

DocuSigned by:

E23FCE310FD4DE

Signature of Director/Secretary

sole

Signature of Director

Jure Domazet

Name of Director/Secretary

sole

Print name of Director

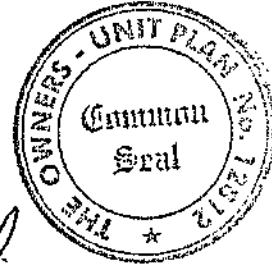
Registered Proprietor L3:

Executed by the Owners Corporation UP 12,812
in accordance with Section 9A of the Unit Titles
(Management) Act 2011;

Executive Committee Member.....Executive Committee Member
Name: Name:

Or

BRITTANY DURAND *Brittany Durand*
Strata Manager FOR AND ON BEHALF OF
UNITS PLAN 12812



Approved under Section 123I
of the Land Titles Act 1925

.....
Aaron Oshyer
Delegate of the Authority

8 September 2022



ACT
Government

**Access
Canberra.**

Chief Executive Officer

LAND TITLES
TERRA
Lorraine
28/09/2020 10:47:10
TGE\$3027380

3027380

ENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	80199204	02 6279 4078

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	District/Division	Section	Block	Unit
3001:622	Dickson	33	34-44	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	District/Division	Section	Block	Unit
3001:623	Dickson	33	45-59	

3001:622 - 3002:432	DICKSON	33	45-59	- 1 - 110
FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)				
Doma Dickson DT Pty Limited ACN 608 533 553 of PO Box 5419, Kingston ACT				

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)				
Doma Dickson Pty Limited ACN 608 707 231 of PO Box 5419, Kingston ACT				

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)				
Easement for Fire Indicator Panel Access				

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)				
The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Refer to the Deed of Transfer and Grant of Easement together with plans within Schedule 1				

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☐ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE 25 SEPTEMBER 2020

GRANTOR / SERVIENT TENEMENT

CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

- *The Certifier has taken reasonable steps to verify the identity of the Grantor / Servient Tenement or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Alfonso del Rio
Solicitor



for: **Doma Dickson DT Pty Limited ACN 608 533 553**

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

- *The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Alfonso del Rio
Solicitor



for: **Doma Dickson Pty Limited ACN 608 707 231**

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY			
Lodged by		Registered date / by	1 - OCT - 2020
Data entered by	R	Attachments/Annexures	

Deed of Transfer and Grant of Easement - Childcare

Blocks 34-44 Section 33 Dickson

Doma Dickson DT Pty Limited ACN 608 533 553
Grantor (Childcare)

Doma Dickson Pty Limited ACN 608 707 231
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Childcare

Date 23 September 2020

Parties Doma Dickson DT Pty Limited ACN 608 533 553 of PO Box 5419, Kingston ACT
 (Childcare)

Grantor

 Doma Dickson Pty Limited ACN 608 707 231 of PO Box 5419, Kingston ACT
 (Residential)
Grantee

Background

- A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.
- B. Childcare will be the crown lessee of the Childcare Premises which is the Servient Tenement under this Deed.
- C. Commercial will be the crown lessee of the Commercial Premises.
- D. Residential will be the crown lessee of the Residential Premises.
- E. The Residential Premises form the Dominant Tenement under this Deed.
- F. Childcare grants to Residential the Fire Indicator Panel Access Easement and rights on the terms contained in this Deed.
- G. In consideration for the grant of the Fire Indicator Panel Access Easement, Residential agrees to comply with its obligations contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

- (a) child care centre; and
- (b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means any use permitted in the crown lease for the Commercial Premises.

Deed means this Deed including all annexures, schedules and attachments.

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Fire Indicator Panel means the fire indicator panel located within the Fire Indicator Panel Access Easement.

Fire Indicator Panel Access Easement means the easement over the Servient Tenement granted to Residential by Childcare under this Deed for the non-exclusive right to pass and repass from time to time on foot, and with (or without) materials and equipment over the access ways marked as follows:

- (a) the area hatched and marked as "PROPOSED EASEMENT FOR ACCESS 2.94 WIDE" on Plan A,

for the sole purpose of accessing the Fire Indicator Panel.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Plan A means the plan depicting the Fire Indicator Panel Access Easement attached to this Deed at Schedule 1.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential's Rights means the rights of and Residential and Residential Land Users under this Deed.

Residential Uses means any use permitted in the crown lease for the Residential Premises.

Schedule means the schedules or a schedule for this Deed.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Residential Premises.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation;
- (k) a reference to "\$" or "dollar" is to Australian currency; and
- (l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Fire Indicator Panel Access Easement, are covenants and agreements between:

- (a) Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- (b) Childcare, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

- (a) Childcare;
- (b) Childcare Land Users;
- (c) Residential;
- (d) Residential Land Users;
- (e) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

4. General requirements when exercising rights

4.1 Residential's obligations

When exercising rights under the Fire Indicator Panel Access Easement, Residential agrees that:

- (a) it will cause as little inconvenience as practicable to Childcare and Childcare Land Users;
- (b) Residential and Residential Land Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Residential and Residential Land Users continued access to the Servient Tenement; and
- (c) the person exercising the right of entry under Clause 4.1(b) must do so in a manner as to cause as little inconvenience as possible to Childcare and Childcare Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and

- (d) in exercising the right of entry under Clause 4.1(b), the relevant person must:
 - (i) except in an Emergency, give reasonable written notice to Childcare before entering the Servient Tenement and any improvements on it to carry out any works;
 - (ii) when carrying out any works, except where prior arrangements have been made with Childcare or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Childcare or Childcare Land Users and any improvements on it may suffer interruption to the business or commercial activities conducted on the Servient Tenement and any improvements on it;
- (e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;
- (f) it will cause as little interference as is reasonably practicable to Childcare and Childcare Land Users and any improvements on it;
- (a) it must not permit or allow any obstruction of any kind to stand and remain in or upon the Servient Tenement; or
- (b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Childcare or Childcare Land Users; and
- (g) it will cause as little damage as is reasonably practicable to Childcare and any improvements on it and must promptly make good any damage caused to Childcare's reasonable satisfaction.

4.2 Residential Land Users

Residential must use reasonable endeavours to ensure that Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

5. Fire Panel Indicator Access Easement

5.1 Grant

Childcare grants to Residential the Fire Panel Indicator Access Easement.

5.2 Childcare's Covenants

- (a) Childcare shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Fire Indicator Panel Access Easement so as to delay, obstruct or interfere with access by Residential and Residential Land Users.
- (b) Childcare shall procure that any keys to the Fire Indicator Panel are made available at all times to Residential and Residential Land Users.

5.3 Residential's covenants

- (a) Residential and Residential Land Users:
 - (i) shall have the right to:

- A. pass and repass on foot, with wheelchairs and other disabled access aids, but without motor vehicles, on that part of the Fire Indicator Panel Access Easement at all times on that part of the Fire Indicator Panel Access Easement designed for pedestrian access, for the sole purpose of accessing the Fire Indicator Access Panel.
- (ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;
- (iii) must not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access; and
- (iv) acknowledge and agree that the rights granted under Clause 6.2 are in common with the rights of Childcare and Childcare Land Users.
- (b) Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare's obligations under Clause 5.2 without the prior written consent of Childcare.

6. Indemnities and Releases

6.1 Transferee Accepts Risk

Residential uses the Fire Indicator Panel Access Easement and exercises the rights conferred under this Deed at its own risk.

6.2 Indemnity

Residential is liable for and indemnifies Childcare and its successors and assigns against any Claim arising from or incurred in connection with:

- (c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Residential or the exercise of Residential's Rights under this Deed;
- (d) the failure by Residential to observe or perform any of Residential's covenants or agreements contained in this Deed; or
- (e) any works carried out on or adjacent to the Fire Indicator Panel Access Easement area:
 - (i) by or on behalf of Residential; or
 - (ii) for the benefit of the Dominant Tenement.

6.3 Release

Residential releases Childcare and its successors and assigns from and agrees that Childcare is not liable for any Claim arising from or incurred in connection with:

- (f) any loss of or damage to personal property of Residential; or
- (g) Childcare doing anything Childcare is permitted or required to do under this Deed.

7. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

8. GST

8.1 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

8.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

8.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

8.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

9. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

10. Dispute resolution procedure

10.1 Childcare and Residential to Attempt to Resolve

Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Childcare Land Users and Residential Land Users as set out under this Clause 10, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Fire Indicator Panel Access Easement.

10.2 Objective

- (a) Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.
- (b) Subject to Clause 10.11 and 10.12, Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 10 has been exhausted.

10.3 Notification

- (a) Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.
- (b) A notice advising of a dispute served under the preceding clause must:
 - (i) identify the subject matter of the dispute;
 - (ii) state the facts upon which or Childcare and/or Residential relies;
 - (iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Childcare and Residential giving the notice;
 - (v) contain any particulars of the amount in dispute (if any); and
 - (vi) state the resolution Childcare and Residential seeks to the dispute.

10.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 10.3, then Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

10.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 10.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

10.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 10.4, then the party who nominated the mediators in compliance with Clause 10.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

10.7 Appointment

- (a) The mediation must take place within 20 Business Days of the appointment of a mediator; and
- (b) Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.

10.8 Mediation

Childcare and Residential agree that:

- (a) both parties must endeavour in good faith to resolve the dispute at the mediation;
- (b) the mediation is confidential;
- (c) all communications related to the mediation will be without prejudice;

- (d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and
- (e) each party must bear its own costs of and incidental to the mediation.

10.9 Payment of fees and expenses

- (a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and
- (b) Subject to Clause 10.8(e) and/or Clause 10.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

10.10 Failure to enter into mediation

In the event that either Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

10.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

10.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 10, both Childcare and Residential may at any time institute court proceedings:

- (a) to seek an urgent interim determination or remedy, including injunctive relief;
- (b) in the event that any other party has failed to carry out its obligations under this Clause 10; or
- (c) if it has obtained the written consent of the other parties to do so; or
- (d) if the dispute has failed to resolve at the mediation.

10.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 10 while attempts are made to resolve the dispute.

11. Governing law

- (a) This Deed is governed by the laws of the Australian Capital Territory.
- (b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

12. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

13. Notices

13.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name: Doma Dickson DT Pty Limited
Address: PO Box 5419 Kingston ACT 2604
For the attention of: Ms Sandra Wade

Residential

Name: Doma Dickson DT Pty Limited
Address: PO Box 5419 Kingston ACT 2604
For the attention of: Ms Sandra Wade

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 13.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and
 - (iii) (in the case of delivery by hand) on delivery.

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

13.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Fire Indicator Panel Access Easement)

Executed as a deed.

Executed by Childcare (Grantor)

Executed by Doma Dickson DT Pty Limited
ACN 608 533 553 in accordance with section 127
of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary
who states that he or she is the sole director and
sole company secretary of Doma Dickson DT
Pty Limited ACN 608 533 553



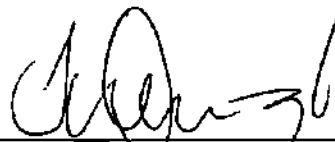
Signature of sole director and sole company
secretary

Executed by Residential (Grantee)

Executed by Doma Dickson Pty Limited ACN
608 707 231 in accordance with section 127 of
the Corporations Act 2001 (Cth):

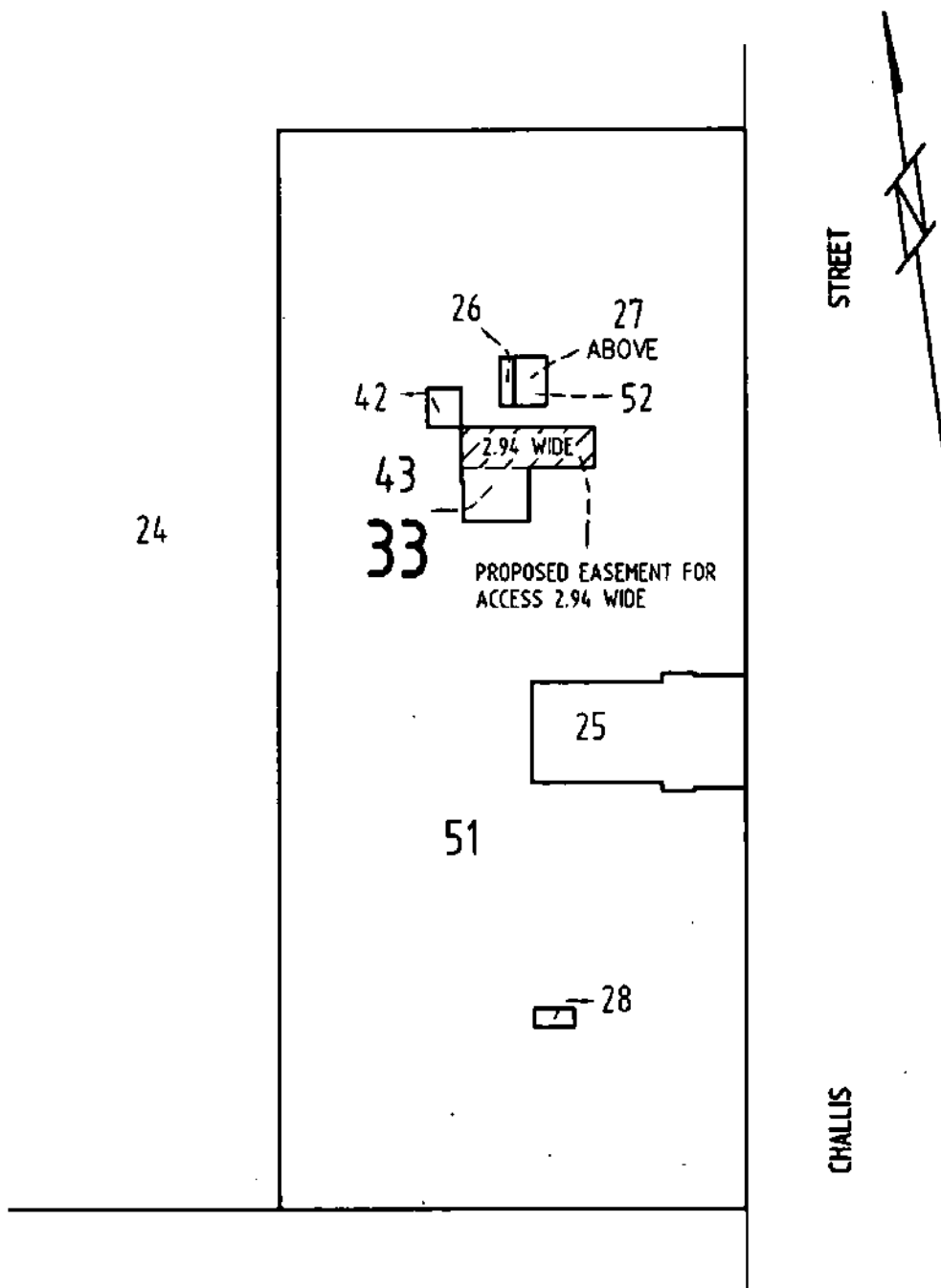
JURE DOMAZET.

Full name of sole director and company secretary
who states that he or she is the sole director and
sole company secretary of Doma Dickson Pty
Limited ACN 608 707 231



Signature of sole director and sole company
secretary

PLAN OF
PROPOSED EASEMENT FOR ACCESS
BLOCK 43 SECTION 33
DIVISION OF DICKSON



[Signature]

REGISTERED SURVEYOR

SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 2007

0 5 10 20
Scale 1:500

SEE DP12155 FOR FULL BLOCK DIMENSIONS



ACT
Government

**Access
Canberra.**

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	80199204	02 62794080

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001:622	Dickson	33	34	
3001:622	Dickson	33	35	
3001:622	Dickson	33	36	
3001:622	Dickson	33	37	
3001:622	Dickson	33	38	
3001:622	Dickson	33	39	
3001:622	Dickson	33	40	
3001:622	Dickson	33	41	
3001:622	Dickson	33	42	
3001:622	Dickson	33	43	
3001:622	Dickson	33	44	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
080- TGE- Transfer and grant of easement

CERTIFICATION *Delete the inapplicable

Applicant

Mortgagee(s)

The Certifier has retained the evidence to support this Registry Instrument or Document.

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

Signed By:

James McCourt
Employee

for: COMMONWEALTH BANK OF AUSTRALIA

on behalf of the Mortgagee



Access
Canberra.



TGE\$3019255

14/08/2020 16:35:53 Wood E

Chief I

3019255

LES
RRA
rate

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Clayton Utz	GPO Box 9806, Canberra ACT 2601	(02) 6279 4090

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3001.622	Dickson	33	34-44	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
3001.623	Dickson	33	45-59	
3001:26	Dickson	33	21-33	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT, and
Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Support
Easement for Telecommunications Services

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –
Refer to the Deed of Transfer and Grant of Easement together with plans within Schedules 1-4.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

14 August 2020

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement

Executed by Doma Dickson (Residential) Pty Ltd ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of Doma Dickson (Residential) Pty Ltd ACN 166 717 335



Signature of sole director and sole company secretary

Signature or common seal of grantor / servient tenement

~~Print full name and address of witness~~

Not applicable

~~Signature of witness~~

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Deed of Transfer and Grant of Easement - Childcare

Blocks 34-44 Section 33 Dickson

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantor (Childcare)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Commercial)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Childcare

Date 14 August 2020

Parties Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT (Childcare)
Grantor

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT (Commercial) and Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT (Residential)
together the Grantee

Background

- A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.
- B. Childcare will be the crown lessee of the Childcare Premises which is the Servient Tenement under this Deed.
- C. Commercial will be the crown lessee of the Commercial Premises.
- D. Residential will be the crown lessee of the Residential Premises.
- E. The Commercial Premises and the Residential Premises together form the Dominant Tenement under this Deed.
- F. Childcare grants to Commercial and Residential the Agreed Easements and rights on the terms contained in this Deed.
- G. In consideration for the grant of the Agreed Easements, Commercial and Residential agrees to comply with its obligations contained in this Deed.
- H. Given the nature of the Building, the parties agree to establish a set of rules that regulate the management and operation of the Building in accordance with:
 - (a) Part 11A to the *Land Titles Act 1925* (ACT);
 - (b) *Unit Titles Act 2001* (ACT); and
 - (c) *Unit Titles (Management) Act 2011* (ACT).

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Administrative Fund means the fund established to pay for the day-to-day expenses of operating and maintaining the Shared Facilities including insurance costs, administrative costs, maintenance costs, operational costs and other costs which are not Capital Works Fund costs.

Agreed Easements means the Support Easement and the Telecommunications Services Easement.

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Budget means the estimate of Shared Costs determined under Clause 30.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Building Manager means the manager for the Building appointed under Clause 36 (if any).

Building Management Committee means the committee to be formed under Clause 11, which is responsible for managing the Building on behalf of the Members.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

By-Laws means the By-Laws of the Building made by the Building Management Committee in accordance with Clause 15.10.

Capital Works Fund means the fund established to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature relating to the Shared Facilities.

Car Park means the area of land located on the Dominant Tenement and Servient Tenement and used as a car park.

Chairperson means the chairperson of the Building Management Committee, from time to time, appointed pursuant to Clause 17.1.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

- (a) child care centre; and
- (b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial and Residential's Rights means the rights of Commercial and Residential and Commercial Land Users and Residential Land Users under this Deed.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means the following uses:

- (a) non-retail commercial use (to include business agency, financial establishment, office, and public agency;
- (b) restaurant and/or shop (limited to take away food shop) not exceeding a maximum gross floor area of 200 square metres; and
- (c) car park,

provided that uses (a) and (b) does not exceed does not exceed a maximum gross floor area of 15,850 square metres.

Common Property has the meaning given in the *Unit Titles Act 2001 (ACT)*.

Deed means this Deed including all annexures, schedules and attachments.

Defaulting Member means a Member who fails to comply with a notice in Clause 31.10.

Default Notice means the default notice issued in accordance with Clause 31.10(a)(i)

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Commercial Premises and the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Emergency Meeting means an emergency meeting of the Building Management Committee conducted in accordance with this Deed.

Excluded Services means:

- (a) all interior fixtures, furniture, finishings, fittings within a Unit including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and
- (b) all pipes, wires, ducts and cables within a Unit for the exclusive use of that Unit, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

Financial Statements means the statements to be prepared by the Building Management Committee in accordance with Clause 32.

Funds means the fund used to levy, collect, deposit and make payment for the Shared Costs being:

- (a) the Administrative Fund; and
- (b) the Capital Works Fund.

Garbage Rooms means the garbage rooms located in the Building forming part of the Shared Facilities.

General Meeting means a meeting of the Building Management Committee conducted in accordance with this Deed.

Insurance means all insurances required to be effected under Clause 33 in which more than one Member has an interest and any other insurance determined by Special Resolution.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Levies means the funds levied by the Building Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 3.

Levy Notice means the notice issued in accordance with Clause 31.2.

Levy Period means any twelve (12) month period relating to the Budget

Manager means the person or entity from time to time appointed by the Building Management Committee under Clause 19 to manage the Building.

Manager Fee means the fee for the Manager which must not exceed an amount that would be considered reasonable by an independent member of Strata Community Australia experienced in managing a building similar to the Building.

Meeting means a General Meeting and an Emergency Meeting.

Member means:

- (a) Childcare;
- (b) Commercial; and
- (c) Residential.

Member Land Users means:

- (a) Childcare Land Users;
- (b) Commercial Land Users; and
- (c) Residential Land Users.

Officer means the Chairperson, Secretary and the Treasurer, from time to time, of the Building Management Committee.

Owners Corporation has the same meaning given under the *Unit Titles Act 2001* (ACT).

Plan A means the plan depicting the Support Easement attached to this Deed at Schedule 1.

Plan B means the plan depicting the Telecommunications Services Easement attached to this Deed at Schedule 2.

Replacement Representative means a replacement representative for the Representative for Meeting purposes.

Representative means a natural person appointed by a Member.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Residential Owners Corporation means the Owners Corporation of the Residential Units Plan.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential Units Plan means the Units Plan created by registration of the Units Plan in relation to the Residential Premises.

Residential Uses means the following uses:

- (a) residential use limited to multi-unit housing and 102 dwellings;
- (b) non retail commercial premises (to include business agency, financial establishment, office and public agency);
- (c) restaurant; and
- (d) shop,

provided that uses (b) and (d) does not exceed does not exceed a maximum gross floor area of 1,100 square metres.

Resolution means a motion of the Building Management Committee in which the number of votes in favour of the motion is greater than the number of votes against the motion.

Rules has the same meaning under the *Unit Titles (Management) Act 2011*.

Schedule means the schedules or a schedule for this Deed.

Secretary means the secretary of the Building Management Committee, from time to time, appointed in accordance with Clause 17.1.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Residential Premises.

Shared Costs means all expenses in relation to:

- (a) the Shared Facilities;
- (b) amounts payable to the Manager; and
- (c) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the shared facilities in Clause 26, Schedule 3 and Shared Facilities Plan.

Shared Facilities Consultant means a consultant appointed in accordance with Clause 28.

Shared Facilities Plan means the plan attached as Schedule 4.

Shared Services means any services shared by the Members not specified as Shared Facilities.

Special Resolution means a motion of the Building Management Committee in favour of which more than 75% of the votes of the Members of the Building Management Committee present and entitled to vote are cast.

Support Easement means the non-exclusive right to have the improvements within the boundaries of the Servient Tenement lateral, superjacent, or subjacent, to support, uphold and maintain the improvements and structure within the boundaries of the Dominant Tenement granted for the benefit of Commercial and Residential by Childcare under Clause 9 of this Deed, as marked as:

- (a) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60";
- (b) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND RL 569.73 AND UNLIMITED IN DEPTH"; and
- (c) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73";

on Plan A.

Telecommunications Services means:

- (a) telecommunications services and other systems of communication;
- (b) computer, television, radio or other transmission services;
- (c) monitoring or security systems; and
- (d) the cables, wires, pipes, ducts, plant, conduits or any other material, equipment, object or item through which the services listed in subclauses (a) - (c) are supplied.

Telecommunications Services Easement means the easement over the Servient Tenement granted to Commercial and Residential by Childcare under this Deed for the non-exclusive right to provide, install, establish, maintain and repair the Telecommunications Services (including the right to enter, pass and repass from time to time on foot or with vehicles, materials, tools, and equipment (including fire brigade equipment) and remain on for a temporary period, as reasonably necessary), and marked as "PROPOSED EASEMENT FOR TELECOMMUNICATION USE" on Plan B.

Treasurer means the treasurer of the Building Management Committee, from time to time, appointed in accordance with Clause 17.1.

Unanimous Resolution means a motion of the Building Management Committee that is passed at a Meeting where all Members are present and at least one (1) vote is cast in favour of the motion and no votes cast against the motion.

Unit has the meaning given in the *Unit Titles Act 2001* (ACT);

Units Plan has the meaning given in the *Units Titles Act 2001* (ACT).

Unit Subsidiary has the meaning given in the *Unit Titles Act 2001* (ACT);

Utility Services and Infrastructure includes:

- (a) gas reticulation or supply; and
- (b) the cables, wires, pipes, sewers, drains, ducts, plant, conduits or any other material, equipment, object or item through which the gas reticulation is supplied.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation,
and unless the context indicates a contrary intention;
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation;
- (k) a reference to "\$" or "dollar" is to Australian currency; and
- (l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. About the Building

2.1 Overview

The development of the Land is a mixed-use development (**Development**) and may be used for a number of uses including the:

- (a) Childcare Uses;
- (b) Commercial Uses; and
- (c) Residential Premises.

2.2 What are the different components of the Building?

Following completion of the Development, the Building will be subdivided to consist of the following distinct components:

- (a) the Childcare Premises which, as at the date of this Deed, may be used for the Childcare Uses;
- (b) the Commercial Premises which, as at the date of this Deed, may be used for the Commercial Uses; and
- (c) the Residential Premises which, as at the date of this Deed, may be used for the Residential Uses.

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

- (a) Commercial;
- (b) Commercial Land Users;
- (c) Childcare;
- (d) Childcare Land Users;
- (e) Residential;
- (f) Residential Land Users;
- (g) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

3.2 Rules

In addition to this Deed, the owners and occupiers of a Unit within a Units Plan forming part of the Building must comply with Rules of that Owners Corporation.

4. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Agreed Easements, are covenants and agreements between:

- (a) Childcare and Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- (b) Commercial, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

5. Unitisation of Residential Premises

5.1 Application of this clause

- (a) Childcare and Commercial acknowledge that the Residential Premises will be subdivided under the *Unit Titles Act 2001* (ACT) following completion of the Development (Residential Unitisation) to create the:
 - (i) Residential Units Plan; and
 - (ii) Residential Owners Corporation.
- (b) Following the Residential Unitisation, references to Residential are to be deemed to include the Residential Owners Corporation.

5.2 Benefit of the Agreed Easements and Building Deed

Each party acknowledges that following the Residential Unitisation, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, within the Residential Units Plan and the applicable Common Property of the Residential Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Residential Units Plan, and the applicable Common Property of the Residential Units Plan, respectively, as applicable.

5.3 Obligations and rights of Residential

Following Residential Unitisation every person who is entitled to an estate or interest in a Unit in the Residential Units Plan:

- (a) must comply with the obligations of Residential under this Deed; and
- (b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

5.4 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

- (a) the Rules of the Residential Units Plan may not override the rights and obligations under this Deed; and
- (b) *if the Rules of the Residential Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.*

5.5 The Minutes of the Inaugural Meeting

Residential will ensure that upon Residential Unitisation and upon registration of the Residential Units Plan, that the Residential Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

- (a) that the Residential Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease of the Residential Premises and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and
- (b) that the Residential Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

6. Unit Titles

6.1 Application of this Clause

This Clause 6 applies in relation to the Childcare Premises and/or the Commercial Premises which is at any time subdivided under the *Unit Titles Act 2001 (ACT)* and/or upon which a Units Plan is built (Unitisation).

6.2 Consent

The Members must:

- (a) give their consent to the Unitisation; and
- (b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Unitisation.

6.3 Benefit of Easements

Each party acknowledges that following the Unitisation of the Childcare Premises and/or the Commercial Premises, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, in the Units Plan and the applicable Common Property of the Units Plan, and will

subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Units Plan, and the applicable Common Property of the Units Plan, respectively, as applicable.

6.4 Obligations and rights of the Servient Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Servient Tenement:

- (a) must comply with the obligations of Childcare under this Deed; and
- (b) may exercise the rights of Childcare under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.5 Obligations and rights of the Dominant Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Dominant Tenement:

- (a) must comply with the obligations of Commercial and Residential under this Deed; and
- (b) may exercise the rights of Commercial and Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.6 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

- (a) the Rules of the Units Plan may not override the rights and obligations under this Deed; and
- (b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

6.7 The Minutes of the Inaugural Meeting

Each party will ensure that upon Unitisation (as applicable) and upon registration of the Units Plan on the Childcare Premises and/or the Commercial Premises (as applicable), that the Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

- (a) that the Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and
- (b) that the Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

7. Easements

7.1 Agreed Easements for Dominant Tenement

Subject to Commercial and Residential complying with its obligations under this Deed, Childcare grants to Commercial and Residential and Commercial and Residential Land Users the Agreed Easements.

7.2 Crown lease easements

Childcare and Residential and Commercial acknowledge the existence of the easements contained in the crown leases of the Servient Tenement and the Dominant Tenement and the Deposited Plan.

8. General requirements when exercising rights

8.1 Commercial and Residential's obligations

When exercising rights under the Agreed Easements, Commercial and Residential agrees that:

- (a) it will cause as little inconvenience as practicable to Childcare and Childcare Land Users;
- (b) *Commercial and Residential and Commercial Land Users and Residential Land Users*, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (with or without vehicles, as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Commercial, Residential, Commercial Land Users and Residential Land Users continued access to the Servient Tenement; and
- (c) the person exercising the right of entry under Clause 8.1(b) must do so in a manner as to cause as little inconvenience as possible to Childcare and Childcare Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and
- (d) in exercising the right of entry under Clause 8.1(b), the relevant person must:
 - (i) except in an Emergency, give reasonable written notice to Childcare before entering the Servient Tenement and any improvements on it to carry out any works;
 - (ii) when carrying out any works, except where prior arrangements have been made with Childcare or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Childcare or Childcare Land Users and any improvements on it may suffer interruption to the *business or commercial activities conducted on the Servient Tenement* and any improvements on it;
- (e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;
- (f) it will cause as little interference as is reasonably practicable to Childcare and Childcare Land Users and any improvements on it;
- (a) it must not permit or allow any vehicle of any description or any obstruction of any kind to stand and remain in or upon the Servient Tenement; or
- (b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Childcare or Childcare Land Users; and

- (g) it will cause as little damage as is reasonably practicable to Childcare and any improvements on it and must promptly make good any damage caused to Childcare's reasonable satisfaction.

8.2 Commercial Land Users and Residential Land Users

Commercial and Residential must use reasonable endeavours to ensure that Commercial Land Users and Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

9. Support Easement

9.1 Grant

Childcare grants to Commercial and Residential the Support Easement.

9.2 Childcare's covenants

- (a) Childcare will at its own cost ensure the improvements within the Servient Tenement remain in good order and repair to the extent necessary to maintain support for the Building, including undertaking any structural repairs to and replacement of those improvements.
- (b) Childcare shall cause no damage to the improvements within the Servient Tenement.
- (c) Childcare will not:
 - (i) make any alterations to the improvements within the Servient Tenement which provide support for the Building; or
 - (ii) excavate any part of the Servient Tenement or adjoining land of Childcare,

without leaving permanent means of support for the Building. Any alterations to the improvements or excavation of the Servient Tenement made without provision for sufficient support for the Building will be deemed wrongful as from the commencement of the excavation.

9.3 Commercial and Residential's covenants

- (a) Commercial and Residential and Commercial Land Users and Residential Land Users shall have the right of entry on the Servient Tenement upon reasonable written notice (or without such notice in the event of Emergency) to effect repairs and maintenance where Childcare is in breach of Clause 9.2(a). The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Childcare and Childcare Land Users and must make good any damage caused in the exercise of such right of entry.
- (b) Commercial and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare's obligations under this Deed without the prior written consent of Childcare.

10. Telecommunications Services Easement

10.1 Grant

Childcare grants to Commercial and Residential the Telecommunications Services Easement.

10.2 Childcare's covenants

Childcare must:

- (a) allow the Telecommunications Services remain under or on the Servient Tenement; and
- (b) keep the Servient Tenement in good order and repair and suitable for exercising the rights granted under Clause 10.1.

10.3 Commercial and Residential's covenants

- (a) Commercial and Residential:
 - (i) and Commercial Land Users and Residential Land Users may use the Servient Tenement to provide the Telecommunications Services to or through the Servient Tenement;
 - (ii) are responsible for and must pay all expenses in connection with the Telecommunications Services which exclusively or non-exclusively benefit the Dominant Tenement; and
 - (iii) acknowledge and agree that the rights granted under Clause 10.1 are in common with the rights of Childcare and Childcare Land Users.
- (b) Commercial and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Childcare obligations under Clause 10.2 without the prior written consent of Childcare.

10.4 Rights of Authorities

The parties acknowledge and agree that they must:

- (a) permit an Authority, at all reasonable times, to enter onto the Servient Tenement and the Dominant Tenement to inspect and test the Utility Services and Infrastructure; and
- (b) comply with the lawful directions of an Authority made in connection with the Utility Services and Infrastructure.

10.5 Ownership of items associated with the Utility Services and Infrastructure

The Telecommunications Services that:

- (a) exclusively benefit the Dominant Tenement and which are located in the Servient Tenement are (subject to the rights of a relevant Authority to the contrary) the property of Commercial and Residential;
- (b) benefits both the Dominant Tenement and the Servient Tenement and which are located on the Servient Tenement are (subject to the rights of a relevant Authority to the contrary) the property of all the parties; and
- (c) is located on the Servient Tenement other than that contemplated in Clauses 10.5(a) and (b) is (subject to the rights of a relevant Authority to the contrary) the property of Childcare.

11. Maintenance

- (a) Nothing in this Deed limits the obligation of Commercial and Residential to maintain its own Utility Services and Infrastructure that exclusively or non-exclusively benefits the Dominant Tenement.
- (b) Childcare must keep the Servient Tenement in good and trafficable order and condition and suitable for exercising Commercial and Residential's Rights.
- (c) Commercial and Childcare and Residential agree that ordinarily there should be minimal or no maintenance in respect to the Support Easement, but in the instance of repair of a structural or capital nature, then such costs are to be borne equally.

12. Indemnities and Releases

12.1 Transferee Accepts Risk

Commercial and Residential uses the Agreed Easements and exercises the rights conferred under this Deed at its own risk.

12.2 Indemnity

Commercial and Residential is liable for and indemnifies Childcare and its successors and assigns against any Claim arising from or incurred in connection with:

- (c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Commercial and Residential or the exercise of Commercial and Residential's Rights under this Deed;
- (d) the failure by Commercial and Residential to observe or perform any of Commercial and Residential's covenants or agreements contained in this Deed; or
- (e) any works carried out on or adjacent to the Agreed Easements area:
 - (i) by or on behalf of Commercial and Residential; or
 - (ii) for the benefit of the Dominant Tenement.

12.3 Release

Commercial and Residential releases Childcare and its successors and assigns from and agrees that Childcare is not liable for any Claim arising from or incurred in connection with:

- (f) any loss of or damage to personal property of Commercial and Residential; or
- (g) Childcare doing anything Childcare is permitted or required to do under this Deed.

13. The Building Management Committee

13.1 Establishing the Building Management Committee

The Members must:

- (a) establish the Building Management Committee within three (3) months after this Deed is registered against the Servient Tenement; and
- (b) continue to have a Building Management Committee at all times.

13.2 Members of the Building Management Committee

The Members of the Building Management Committee are to be one (1) representative of:

- (a) Childcare;
- (b) Commercial; and
- (c) Residential.

14. Appointing a Representative and a Replacement Representative

14.1 Appointment of Representatives

- (a) Each Member has the right to appoint a Representative to represent it at Meetings.
- (b) Each Member must give to the other Members and the Building Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representative who for the time being will represent it at Meetings or Emergency Meetings.
- (c) If a Member appoints a Replacement Representative, the Member must give to the other Members written notice of the Replacement Representative's name, address, telephone and facsimile numbers.
- (d) In the event that a Member sells its part of the Building, it must provide notice of the sale to the Building Management Committee including details of the incoming member.

14.2 Appointment of Replacement Representative

Members may at any time appoint a Replacement Representative to represent the Member at Meeting if the Member's Representative cannot attend.

14.3 Representatives Obligations

Each Representative must represent the Member who appointed them at Meeting.

14.4 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Replacement Representative has the same effect as if the Member undertook such activities.

15. Functions and Powers of the Committee

15.1 Functions of the Building Management Committee

In addition to its functions and powers elsewhere in this Deed, the functions and powers of the Building Management Committee are to:

- (a) comply with its obligations and perform its functions in accordance with the Act and this Deed;
- (b) make decisions about the relevant matters referred to in this Deed;
- (c) convene and hold Meetings;

- (d) consider any proposal submitted to the Building Management Committee by any Member;
- (e) determine Levies for the Administrative Fund and Capital Works Fund to meet the costs of performing the functions and complying with the obligations of the Building Management Committee;
- (f) subject to the Law, consider and determine any other matter which the Members determine by Resolution should be considered by the Building Management Committee;
- (g) operate, maintain, renew and replace the Shared Facilities;
- (h) deal with and make decisions about Shared Facilities;
- (i) change or add to the Shared Facilities;
- (j) make payments from the Administrative Fund and the Capital Works Fund;
- (k) effect Insurance according to the Law and this Deed;
- (l) monitor the performance by Members and the Member Land Users of their obligations under the Act and this Deed;
- (m) arrange for the maintenance of Shared Facilities and other contracts so the Insurances required under this Deed are not affected;
- (n) monitor the performance of the Manager;
- (o) monitor the performance of service contractors engaged by the Building Management Committee; and
- (p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Building Management Committee under this Deed.

15.2 Power to do work

The Building Management Committee may do anything in the Building which a Member or Member Land User should have done under this Deed but which they have not done, or in the opinion of the Building Management Committee acting reasonably, the Member or Member Land User *has not done properly*.

15.3 Entry

The Building Management Committee may enter the affected part:

- (a) of the Building and stay there for as long as necessary and to do what is required to remedy under Clause 15.2; or
- (b) in an Emergency.

15.4 Costs

The Member or Member Land Users who has not completed properly what it must have done under this Deed, is liable to pay the costs of the Building Management Committee for such works, within seven (7) Business Days after such works are completed.

15.5 Liability

The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage materially and substantially caused by the Building

Management Committee's negligence or the Building Management Committee's agents or representatives negligence).

15.6 Appointment as Attorney

Each Member appoints the Building Management Committee as its agent and attorney to enable the Building Management Committee or a person appointed by the Building Management Committee to take any action authorised by a Resolution made by the Building Management Committee according to this Deed.

15.7 Proceedings by Member

Nothing in this Deed prevents a Member from taking legal proceedings in its own name.

15.8 Decisions of Building Management Committee

The Building Management Committee may make decisions only according to this Deed:

- (a) at a properly convened Meeting; and
- (b) by Resolution, Special Resolution or Unanimous Resolution.

15.9 Power to enter into External Contracts

The Building Management Committee has the power to enter into contracts or arrangements or to appoint third parties to assist the Building Management Committee to perform its functions and to comply with its obligations under this Deed.

15.10 Making By-Laws

The Building Management Committee may make By-Laws to assist in the proper management, operation, maintenance and control of the Building. However

- (a) when the Building Management Committee makes a By-Law it must take into account the mixed use nature of Building and the various components in the Building; and
- (b) the By-Laws must not be inconsistent with this Deed. If there is an inconsistency between this Deed and the By-Laws, this Deed prevails.

16. Rights and Obligations of Members

16.1 General Obligations of Members

The Members must;

- (a) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this Deed;
- (b) ensure the Insurance is effected and maintained in accordance with Clause 33, the Act and this Deed;
- (c) pay any cost incurred as a Shared Cost in the relevant proportions specified in this Deed or as determined in accordance with this Deed;
- (d) comply with the decisions of the Building Management Committee;
- (e) implement decisions of the Building Management Committee;
- (f) comply with the By-Laws;

- (g) comply with the Act and this Deed; and
- (h) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Deed.

16.2 Voting Rights

Members have the right to vote at Meetings according to Clause 23.

16.3 Nature of Members Obligations

- (a) The obligations of the Members under this Deed are several and not joint and no Member incurs a liability to another party by reason of default of the other Member.
- (b) Each Member:
 - (i) must promptly comply with its obligations contained or implied in this Deed; and
 - (ii) is responsible for its own acts and those of its Member Land Users in occupying or using parts of another Members property and releases that other Member and its Member Land Users from any costs, claims or liability unless the other Member or its Member Land Users have been negligent.

16.4 Maintenance Obligations

Subject to the Deed, except for the Shared Facilities and the Agreed Easements, each Member and Member Land Users must:

- (a) maintain and keep in good repair that part of the Building owned or occupied by the Member or its Member Land Users; and
- (b) maintain and keep in good repair the external appearance of the Building owned or occupied by the Member or its Member Land Users.

16.5 Members Responsibility

The Members:

- (a) are liable for damages for the loss caused to another Member or its Member Land Users property caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Members property; and
- (b) releases the other Member or its Member Land Users from any costs, claims or liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

17. Offices of the Committee

17.1 Office Bearers

The Building Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

17.2 Who may be Officers?

An Officer must be:

- (a) a Representative;

- (b) a Replacement Representative; or
- (c) the Manager.

17.3 Officers and Compliance

An Officer must perform their functions according to this Deed, the Act and the directions of the Building Management Committee.

17.4 Appointment of Officers

The Building Management Committee:

- (a) must appoint its Officers within three (3) months of establishment of the Building Management Committee;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

18. Functions of Officers

18.1 The Secretary

In addition to the functions elsewhere in this Deed, the functions of the Secretary are to:

- (a) convene Meetings;
- (b) prepare notices and agendas for Meetings;
- (c) prepare and distribute minutes of Meetings;
- (d) serve notices for the Building Management Committee;
- (e) answer communications sent to the Building Management Committee;
- (f) perform administrative and secretarial functions for the Building Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Building Management Committee according to this Deed and the Act;
- (h) forward copies of the records prepared under Clause 18.1(g) to the Manager, within a reasonable time after they are prepared (if the Secretary and the Manager are not the same person or entity); and
- (i) make the records of the Building Management Committee available for inspection according to Clause 37.

18.2 The Treasurer

In addition to the functions elsewhere in this Deed, the functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Administrative Fund and the Capital Works Fund;
- (b) prepare (or arrange the preparation of) Financial Statements for the Building Management Committee;
- (c) prepare (or arrange the preparation of) audit reports for the Funds;

- (d) send Levy Notices to Members for the amount payable by each Member to the Administrative Fund and the Capital Works Fund for a Levy Period;
- (e) receive, acknowledge, bank and account for Levies and other monies paid to the Building Management Committee;
- (f) keep accounting records for the Building Management Committee;
- (g) pay accounts of the Building Management Committee; and
- (h) provide a copy of the accounting reports prepared under Clause 18.2(f) to the Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Manager are not the same person or entity).

18.3 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting, at which the Chairperson is present. If the Chairperson does not attend a Meeting and Emergency Meeting, then the Building Management Committee may appoint another Representative, Replacement Representative or the Manager to preside over that particular Meeting and Emergency Meeting as Chairperson.

19. Submissions to the Building Management Committee

19.1 Proposals

A Member or the Manager may submit to the Building Management Committee a proposal for one or more of the following:

- (a) provision or variation of any Service which traverses through more than one Member's property to or within the Building;
- (b) amendment of this Deed;
- (c) repair, renewal, replacement or acquisition of any Shared Facility;
- (d) entry into, variation of or termination of a maintenance agreement or Insurance policy for the Building;
- (e) alteration of the apportionment of Shared Costs for Members; and
- (f) consideration of any other matter to which this Deed applies.

19.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Clause 19.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative.

20. Meetings of the Building Management Committee

20.1 Types of Meetings

The two types of meetings of the Building Management Committee are General Meetings and Emergency Meetings.

20.2 Convening Meetings

The Building Management Committee must convene a Meeting:

- (a) within three (3) months after the establishment of the Building Management Committee;
- (b) at least every six (6) months;
- (c) if the Building Management Committee decides to hold a Meeting; or
- (d) if requested by notice in writing by a Member, not being a Defaulting Member, setting out the issue or proposal required to be addressed in the Meeting.

20.3 Emergency Meetings

If the Building Management Committee receives a notice under Clause 20.2(d) and there is an Emergency the Building Management Committee must hold the Meeting within five (5) Business Days or sooner from the day the Building Management Committee receives the notice from the Member.

20.4 Electronic Meetings

Meetings may be held using electronic means.

21. Notices and Agenda

21.1 Period of Notice

The Building Management Committee must give each Member at least seven (7) days' notice of a Meeting. In the case of an Emergency shorter notice may be given.

21.2 Information to be included in the notice

Notice must be given to each Member in writing and include:

- (a) the time, date and venue of the Meeting; and
- (b) an agenda for the Meeting.

21.3 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and whether the motion is required to be passed by Special Resolution or Unanimous Resolution. The Members acknowledge that matters which are not on the agenda cannot be voted upon by the Meeting;
- (b) include motions that Members have requested in writing be included on the agenda; and
- (c) include a motion to adopt the minutes of the last Meeting.

22. Conduct of Meetings

22.1 Powers of the Building Management Committee

Subject to this Deed and the Act, the Building Management Committee may meet to conduct its business, adjourn and otherwise regulate Meetings as it thinks fit.

22.2 Quorum

Each Member must attend to constitute a quorum for any Meeting of the Building Management Committee.

22.3 Failure to obtain a quorum

If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned for at least two (2) Business Days at a time and place to be determined (**Adjourned Meeting**).

22.4 Reduced Quorum

At least two (2) Members must attend to constitute a quorum for an Adjourned Meeting or an Emergency Meeting of the Building Management Committee.

22.5 Decisions in Writing

The Building Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Building Management Committee serves on the Members according to this Deed notice of the Meeting and the motions to be considered by the Building Management Committee; and
- (b) the required Members have approved each motion within the notice in Clause 22.5(a) in writing.

22.6 Attendance at a Meeting

An owner of a Unit within a Units Plan of the Building may attend a Meeting but can only address the Meeting by a Unanimous Resolution of the Building Management Committee.

22.7 Building Management Committee Meeting Minutes

The Building Management Committee must prepare, keep and maintain:

- (a) notices and agendas for Meetings; and
- (b) minutes of all Meetings and distribute those minutes to each Member within fourteen (14) days after the relevant Meeting.

23. Voting

23.1 Voting

At all Meetings of the Building Management Committee a Member is entitled through its Representative or Representatives to exercise the following votes:

- (a) Childcare 1 votes;
- (b) Commercial - 6 votes; and
- (c) Residential -3 votes.

23.2 Chairperson

The Chairperson does not have a casting vote at Meetings or Emergency Meetings of the Building Management Committee.

23.3 Instructions by a Member

A Representative or Replacement Representative (or proxy) for a Member entitled to vote must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

24. Building Management Committee Decisions

24.1 Decisions

The Building Management Committee may make decisions by a Resolution, Special Resolution or Unanimous Resolution according to this Deed.

24.2 Special Resolution Required

In addition to the matters set out elsewhere within this Deed, matters which the Building Management Committee must decide by Special Resolution are:

- (a) amending this Deed;
- (b) changing, adding to or extending the Shared Facilities;
- (c) changing, adding or varying the Shared Costs; and
- (d) *the repayment in part or whole of the Fund to Members.*

25. Consents by the Building Management Committee

25.1 Consents

- (a) The Building Management Committee may give consents under this Deed at a Meeting.
- (b) The Building Management Committee may:
 - (i) revoke its consent at any time; or.
 - (ii) give consent with or without conditions.

25.2 No requirement for Consents

Provided consent from the relevant Owners Corporation has been obtained, an owner or occupier of a Unit may carry on any use or carry out any refurbishment works, fitout and modification to the interior or shopfront of a Unit or to the Excluded Services without the need for consent from the Building Management Committee provided the refurbishment works, fitout and modifications comply with the Law and consent required by Law or are not works of a structural nature.

25.3 Compliance

Compliance with Clause 25.2 does not relieve any person from an obligation to obtain compliance with or consent under the Rules of the relevant Owners Corporation.

26. Shared Facilities

26.1 The Shared Facilities

The Shared Facilities include:

- (a) facilities and services in the Building that are:
 - (i) used by two (2) or more Members; or
 - (ii) located on the land of a Member but used by other Members,
- (b) the Shared Facilities (with a description of each) in Schedule 3, and as shown on the Shared Facilities Plan;
- (c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of the Building;
- (d) any rooms or areas in which Shared Facilities are located;
- (e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (h) the inspection of Shared Facilities (if applicable) by any Authority; and
- (i) the certification of Shared Facilities for the purpose of the Law.

26.2 Management of Shared Facilities

Subject to this Deed, the Building Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Building Management Committee may appoint and contract with parties to assist in the performance of its functions for Shared Facilities.

26.3 Right to Use Shared Facilities

The Shared Facilities are available for use and enjoyment by each Member and the Member Land Users according to this Deed.

26.4 Amending the Shared Facilities

The Building Management Committee may, by Special Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) change existing Shared Facilities;
- (c) change the use of existing Shared Facilities;
- (d) extend Shared Facilities;
- (e) modify or replace existing Shared Facilities; or
- (f) determine a charge for a Shared Facility where Schedule 3 does not make provision for a charge.

26.5 Members Obligations

The Members must amend Schedule 3 and/or Schedule 4 to reflect anything the Building Management Committee resolves to do under this Clause 26.4.

27. Damage to Shared Facilities

The Members and Member Land Users must:

- (a) use Shared Facilities only for their intended purpose;
- (b) immediately notify the Building Management Committee if they know about damage to or a defect for any Shared Facility; and
- (c) compensate the Building Management Committee for any damage caused to any Shared Facility caused by them or their Members Land Users.

28. Shared Costs

28.1 Apportioning Shared Facilities Costs

Schedule 3 sets out the proportion that each Member must contribute towards the Shared Costs for the Shared Facilities.

28.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for additional Shared Facilities and Shared Services which may be determined by mutual agreement between the Members. Where an agreement cannot be reached to determine the additional Shared Facilities and/or Shared Services the matter must be referred to a Shared Facilities Consultant for determination.

28.3 Inclusions in Shared Costs

Subject to Clause 28.2 and the description of each Shared Facility in Schedule 3, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by an Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.

28.4 Amendment of Shared Costs

The Building Management Committee, by Special Resolution, may change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

- (a) the Shared Costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of Shared Costs is supported by at least two expert consultants' reports (unless all Members agree to waive this requirement).

28.5 Review of Shared Costs

- (a) The Building Management Committee must review the Shared Costs in Schedule 3 in the manner required by this clause.
- (b) The Building Management Committee must review the Shared Costs as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.
- (c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:
 - (i) the Building Management Committee must appoint a person to conduct a review of the Shared Costs as a result of the change;
 - (ii) the Building Management Committee must instruct the appointed party:
 - A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and
 - B. to complete the review and make the determination within 28 days of the appointment.
- (d) A 5-year review must take place as follows:
 - (i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review and the relevant 5 year review;
 - (ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;
 - (iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Costs as a result of that change (it may be the same consultant appointed pursuant to Clause 28.5(d)(ii));
 - (iv) the Building Management Committee must instruct the consultant:
 - A. to make a determination based on the assumption that, other than the identified change, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and
 - B. to make the determination within 28 Business Days of the appointment; and
 - C. if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5-year review.

- (e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.
- (f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.
- (g) The Shared Facilities Consultant must be a party who has experience in identifying Shared Facilities and their cost allocation.

29. Funds to be established

29.1 The Fund

In order to pay the Shared Costs, the Building Management Committee must establish within three (3) months after this Deed is registered, the:

- (a) the Administrative Fund; and
- (b) the Capital Works Fund.

29.2 Administrative Fund

The Building Management Committee must use the Administrative Fund to pay the Shared Costs in relation to the operation and maintenance of the Shared Facilities which are not Capital Works Fund costs.

29.3 Capital Works Fund

The Building Management Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature.

30. Preparation of Budgets

30.1 Preparation of Budgets

The Building Management Committee must prepare a Budget for each Levy Period showing how much money or monies will be required for;

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and
- (b) any other Shared Costs.

30.2 Timeframe for First Budget

The Building Management Committee must prepare the first Budget within three (3) months after this Deed is registered.

30.3 Preparing Budgets

Subject to this Deed, the Building Management Committee must prepare a Budget for each Levy Period showing:

- (a) how much money it will need during that period for the Fund; and
- (b) the income the Building Management Committee will receive in that period.

30.4 Budget Details

A Budget must contain itemised details of:

- (a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;
- (b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

30.5 Budget Requirements

The Building Management Committee must budget enough money to comply with its obligations under this Deed and the Law.

31. Levies

31.1 Levies

- (a) The Building Management Committee must Levy Members, and Members must pay, for the Shared Facilities according to Schedule 3.
- (b) If Schedule 3 does not make a provision for a charge for the Shared Facility, then the Building Management Committee may determine the charge by Special Resolution.
- (c) The Building Management Committee must:
 - (i) issue a Levy Notice to each Member to cover the Budget prepared by the Building Management Committee under Clause 30; and
 - (ii) the amount of the Levy Notice must be consistent with the Budget;
 - (iii) the first payment under the Levy Notice must be due and payable within three (3) months after this Deed is registered; and
 - (iv) Levies are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Building Management Committee).

31.2 Levy Notice

- (a) A Levy Notice must:
 - (i) be in writing;
 - (ii) give each Member at least thirty (30) days' notice before payment under the Levy Notice is due;
 - (iii) detail:
 - A. the total contribution amount of the Levy;
 - B. the portion of the contribution the Member must pay; and
 - C. the date the payment is due.
- (b) If the Building Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

31.3 Banking money and interest on accounts

The Building Management Committee must deposit all contributions and other money paid to the Building Management Committee by Members or otherwise into the bank or building society accounts for the Fund.

31.4 Drawing from accounts

The Building Management Committee may withdraw money from the Fund only to meet its obligations under or arising from this Deed.

31.5 Late payments

Without affecting the rights of the Building Management Committee in relation to any late payment, a Member must on demand pay interest on any unpaid Levies or other sum payable under this Deed that is not paid on the date on which it is due, calculated from the date that is fourteen days from but excluding the date when the Levies or other sum was due to and including the date on which it is paid.

31.6 Debt

- (a) The Building Management Committee may recover unpaid contributions and other money owed to it under this Deed as a debt.
- (b) Each Member agrees the Building Management Committee (or a person appointed by the Building Management Committee) may act as agent for all the Members and take legal proceedings about:
 - (i) the failure of a Member to pay Administrative Fund contributions or Capital Works Fund contributions; and
 - (ii) the failure of a Member or its Member Land User to comply with their obligations under this Deed.

31.7 Legal Fees

The Building Management Committee may recover any costs incurred including legal fees for unpaid contributions and other money owed to it under this Deed.

31.8 Dealing with Surplus Funds

- (a) If there is surplus money in the Fund at the end of a budget cycle under this Clause 31.6(b), the Building Management Committee may distribute it between the Members in shares decided by the Building Management Committee.
- (b) When deciding the shares for the distribution of surplus money according to this Clause 31.6(b), the Building Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds.
- (c) The Building Management Committee may decide to distribute surplus Funds under this Clause 31.6(b) only by Special Resolution.

31.9 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

31.10 Defaulting Member

- (a) If a Member fails to comply with a valid Levy Notice that Member is not a Defaulting Member until:
 - (i) the Building Management Committee (or the Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within seven (7) days of service of that notice ('Default Notice'); and
 - (ii) the Member has failed to pay the money necessary to remedy the default within the time set out in the Default Notice.
- (b) The Building Management Committee (or the Manager) is not entitled to serve on a Member a notice under Clause 31.10(a)(i) if:
 - (i) the Member has served a notice seeking reasonable clarification of an amount in accordance with Clause 31.12 and is complying with the requirements of that Clause 31.12; or
 - (ii) the Building Management Committee has failed to comply with its obligations in this Clause 27.

31.11 Obligations of Members on Default by a Member

If a Member to whom a Levy Notice has been given is a Defaulting Member, the following apply:

- (a) on giving the Default Notice in Clause 31.10(a)(i), the money payable by the Defaulting Member may be recovered by the Building Management Committee from the Defaulting Member as a debt due and owing together with interest computed on a daily basis from the date on which the payment is due until the date upon which it is paid.
- (b) while a Member remains a Defaulting Member:
 - (i) neither it nor its Representative or Replacement Representative on the Building Management Committee is entitled to exercise a vote at any Building Management Committee Meeting or any Emergency Meeting;
 - (ii) the requirement of a quorum in Clause 22.2 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and
 - (iii) it is not entitled to request a Meeting or Emergency Meeting of the Building Management Committee under Clause 20.2(d) or submit a proposal to the Building Management Committee under Clause 19.

31.12 Clarification

If a Member requires clarification of an amount it is requested to pay under this Deed or a Levy Notice it may within seven (7) days of receipt of the Levy Notice notify the Building Management Committee (or the Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

31.13 Insufficient funds

The Building Management Committee must levy Members for additional contributions to the Fund if it cannot pay its debts for a Levy Period contribution period.

31.14 Additional Funds Meeting

The Building Management Committee must convene a Meeting to determine additional contributions and include in the notice of the Meeting a revised Budget for the remainder of the Levy Period which shows:

- (a) how much money the Building Management Committee will need for the remainder of the Levy Period for the Fund for which the additional contribution will be levied; and
- (b) income which the Building Management Committee knows it will receive for that Fund during the remainder of the Levy Period.

32. Financial Statements

32.1 Preparing Financial Statements

Within two (2) months after the end of each Levy Period, the Building Management Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare Financial Statements for each of its accounts.

32.2 Financial Statements

The Building Management Committee must prepare Financial Statements for the Funds:

- (a) from the date of the last Financial Statement to within two (2) months after the start of the next Levy Period; and
- (b) where possible, in time for Members which are a corporation to include in their budget that Member's portion of Shared Costs under this Deed.

32.3 Details of Financial Statement

Each Financial Statement must show for the Fund:

- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) the balance of the Fund;
- (d) contribution arrears for each Member; and
- (e) other relevant information.

33. Insurance

33.1 Required Insurances

The Building Management Committee must effect and maintain Insurance with a reputable insurer for:

- (a) the full insurable value of the structure of the Building in accordance with the Act, the *Unit Titles Act 2001 (ACT)* and the *Unit Titles (Management) Act 2011 (ACT)*;

- (b) public liability insurance over the Servient Tenement and the Dominant Tenement for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Building Management Committee may resolve from time to time;
- (c) machinery breakdown insurance (if applicable) for the Shared Facilities which is not covered under warranty; and
- (d) workers compensation insurance if required by Law.

33.2 Policies

All policies under this Clause 33 are to be taken out in the names of the Members, and, if applicable, note the interest any mortgagees holding under a registered mortgage, for their respective rights and interests.

33.3 Insurance Records

Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Manager). A copy of all Insurance policies must be supplied to each Member upon request.

33.4 Office Bearers Liability Cover

The Building Management Committee must effect as a Shared Cost office bearers' liability cover for all Representatives and Replacement Representatives of the Building Management Committee.

33.5 Valuation

- (a) The Building Management Committee must have the Building valued for insurance purposes at least every five (5) years from the date this Deed is registered, or as prescribed from time to time by the Law. The valuation must be done by a qualified valuer or quantity surveyor who has:
 - (i) a minimum of five (5) years' experience; and
 - (ii) is experienced in valuing for insurance purposes mixed use developments similar to the Building.
- (b) The Building Management Committee must have the first valuation carried out within six (6) months after this Deed is registered.

33.6 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 3.

33.7 Total or Partial Destruction of the Building

If the Building or any part of the Building is totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable, the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own monies, in the relevant proportions, reinstate the Building or that part of the Building substantially in accordance with the original design for the Building or that part of the Building; or
- (b) if the Members by Special Resolution agree the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent this

may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 3, prepare the Land for the new building and then construct the new building in accordance with the agreed plans and specifications; or

- (c) if the Members by Special Resolution agree that:
 - (i) the Building is not to be reinstated; and
 - (ii) the Building or that part of the Building is not to be rebuilt to a different design, the Members will promptly demolish the Building or that part of the Building and clear the land or that part of the land of all improvements, structures, rubbish and debris, following the demolition clearance being carried out to the satisfaction of the Members, then no Member will have a claim against another Member.
- (d) If the Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

33.8 Insurance not to be avoided.

A Member must not at any time do, permit, or omit or suffer to be done, committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

33.9 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Members property in the Building, those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Members property or the Building;

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

34. Agreed Easements Insurance

- (a) Childcare must effect, maintain and pay for all Insurances for areas contained in the Childcare Premises and the Agreed Easements (including the basements) and in doing so, and without limitation, Childcare must:
 - (i) ensure that the Insurances note the registered proprietor of the Dominant Tenement from time to time as an interested party;
 - (ii) review the Insurances and valuation of in respect to the building on the Servient Tenement (including the basements) at least once every 12 months; and

- (iii) allow for insurance premium cost increases which may occur during the period of the Insurances and inform Childcare and Residential of such premium cost increases as soon as reasonably practicable; and
- (iv) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Servient Tenement or the Dominant Tenement or the Agreed Easements; and
- (v) not at any time do anything that might:
 - A. void or prejudice any Insurances; or
 - B. increase any Insurances premiums,
 except with the consent of Commercial and Residential.
- (b) Childcare must provide to Commercial and Residential:
 - (i) if requested, a copy of the valuation and any other information to confirm the Insurances; and
 - (ii) on an annual basis, a copy of the certificate of currency for the Insurances.
- (c) Commercial and Residential, in its absolute discretion, may require that all Insurances arising out of the Agreed Easements and the interconnectedness of the Building on the Servient Tenement (including the basements) be effected and maintained either:
 - (i) in joint names of both Childcare and Residential and Commercial (from time to time); or
 - (ii) in the name of Commercial and Residential (from time to time).

35. Appointment of the Manager

35.1 Appointment of the Manager

The Building Management Committee may appoint a Manager to assist in the performance of the Building Management Committee's functions relating to the Building. The appointment and termination of the Manager under this Clause 19 may be made by a Resolution.

35.2 Delegation of Functions

Subject to Clause 35.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Manager.

35.3 Restricted Functions

The Building Management Committee may not delegate the following functions to the Manager:

- (a) functions which the Building Management Committee may exercise only by Special Resolution;
- (b) functions which the Building Management Committee decides by Special Resolution may be performed only by the Building Management Committee; and
- (c) the function to determine and levy the Administrative Fund and the Capital Works Fund contributions on Members.

35.4 Manager Fee

The Manager Fee for the Manager for the term of its appointment may be the amount reasonably determined by the Building Management Committee.

35.5 Manager and Building Management Committee Contract

The Building Management Committee and the Manager must enter into an agreement which must:

- (a) be in writing and signed by each Member and the Manager;
- (b) provide that the Manager must carry out its duties with due care, skill and diligence;
- (c) reserve the power for the Building Management Committee and the Officers to *continue to exercise the functions which the Building Management Committee delegates to the Manager*; and
- (d) have provisions regulating the rights of the Building Management Committee and the Manager to terminate the agreement if the Manager or the Building Management Committee does not perform its obligations under the agreement.

35.6 Manager Obligations

Subject to this clause, the Manager may undertake the following duties, without limitation:

- (a) *performing the functions of the Secretary*;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Building.

35.7 Manager's Licence

The Manager must have and keep current at all times the licence or permit or certificate required by Law to be a strata managing agent.

36. Appointment of the Building Manager

36.1 Appointment of the Building Manager

The Building Management Committee may, by Resolution, on its own behalf and on behalf of a Member, contract with a Building Manager to provide management, operational, maintenance and other services and amenities to the Building.

37. Inspecting the Records of the Committee

37.1 Who is entitled to inspect the Records?

Members or an owner of a Unit following Unitisation or Residential Unitisation (or a person authorised in writing by them) (Applicant) may inspect the records of the Building Management Committee.

37.2 Procedure for Inspection

The Applicant must:

- (a) apply in writing to the Secretary to inspect the records of the Building Management Committee; and
- (b) pay the Building Management Committee an inspection fee for an amount determined by the Building Management Committee from time to time.

37.3 Time for the inspection

The Building Management Committee must allow an Applicant to inspect the Building Management Committee's records within seven (7) Business Days after the request has been made in writing and payment of the inspection fee under Clause 37.2(b).

37.4 Taking copies of records

The Applicant may take extracts from or copy the records (at their cost) but the applicant must not remove any record.

38. Owners Corporation Rules

38.1 Rights to Change

Subject to Clause 38.2, an Owners Corporation any Units Plan within the Building may independently change, alter, cancel or amend the Rules for its Units Plan, provided such change or alteration does not conflict with this Deed. If there is an inconsistency between the Rules and this Deed, the Owners Corporation for the Units Plan must amend the inconsistent Rules to make it consistent with this Deed.

38.2 No adverse affectation

An Owners Corporation any Units Plan within the Building may not change, alter, cancel or amend any Rules if the change, alteration, cancellation or amendment would have the effect of enabling the aesthetics or quality of the Building as a whole to be adversely affected.

39. Approved Contractors

- (a) Only contractors approved by the Building Management Committee may do structural works to the Building and maintain, repair or replace the Shared Facilities.
- (b) The Building Management Committee must appoint and make sure that contractors approved by it are at reasonable times available to maintain the Shared Facilities and do any structural works to the Building.
- (c) The Building Management Committee may make a decision to approve a contractor in its absolute discretion.

40. Garbage Rooms

40.1 Shared Facility

The Garbage Rooms are Shared Facilities.

40.2 Storage

Garbage may be stored by Childcare, Childcare Land Users, Residential and Residential Land Users in the Garbage Rooms. The Building Management Committee must procure the Building Manager to remove all rubbish from the Garbage Rooms on a regular basis.

40.3 Rubbish Removal System

Childcare, Childcare Land Users, Residential and Residential Land Users must at all times comply with any rubbish removal system devised by the Building Management Committee or the Building Manager, acting on behalf of the Building Management Committee for the removal of rubbish from the Building including:

- (a) permitted means and times for disposal;
- (b) disposal routes;
- (c) permitted pick up areas (if any);
- (d) storage of rubbish;
- (e) containment of rubbish;
- (f) regularity of rubbish removal;
- (g) segregation of rubbish; and
- (h) special rubbish requirements.

40.4 Copy to be provided

The Building Management Committee will advise Childcare and Residential of its rubbish removal system.

40.5 Obligations

Childcare, Childcare Land Users, Residential and Residential Land Users must:

- (a) drain and securely wrap all garbage and dispose of garbage in the garbage bins provided in the Garbage Rooms during the permitted times as set by the Building Management Committee from time to time;
- (b) dispose of recyclable material in the area or recyclable bins of the Garbage Rooms designated for such purpose;
- (c) drain and clean bottles and make sure that they are not broken before placing them in the area designated in the Garbage Rooms for bottle disposal;
- (d) contact the Building Management Committee (or its nominee) to remove (at its cost) large articles of garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority; and
- (e) deposit garbage, recyclable materials and other waste with the reasonable requirements of the Building Management Committee.

40.6 Make good

Childcare, Childcare Land Users, Residential and Residential Land Users must ensure when in the process of disposing garbage and recyclable material from the Units to the Garbage Rooms that:

- (a) the garbage and recyclable material being transferred from the Childcare Premises or the Residential Premises is securely wrapped and drained and does not leak or spill over any part of the Building or the Garbage Rooms;

- (b) at its cost clean up or remove anything which Childcare, Childcare Land Users, Residential or Residential Land Users may have spilled or leaked on any part of the Building or the Garbage Rooms as a consequence of transferring garbage, recyclable materials or waste from the Childcare Premises or the Residential Premises to the Garbage Rooms or otherwise.

40.7 Contravention of Laws

This Clause 40 does not allow Childcare, Childcare Land Users, Residential or Residential Land Users to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Law applying to the disposal of such waste.

40.8 Private arrangements

Childcare, Childcare Land Users, Residential or Residential Land Users must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by an Authority or by private services organised by the Building Management Committee.

41. Fire

The parties agree that:

- (a) Commercial is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Commercial Premises; and
- (b) Childcare is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Childcare Premises; and
- (c) Residential is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Residential Premises;
- (d) The Building Management Committee must enter into a maintenance contract in relation to the fire safety or control systems for the buildings on the Dominant Tenement and the Servient Tenement (**Fire Maintenance Contracts**) the costs of which are to be included in the Shared Costs.

42. Car Park

- (a) The parties acknowledge that Commercial may enter into a management agreement for part of the Car Park with a third party (**Car Park Management Agreement**) to control and limit vehicular and pedestrian access through the Car Park.
- (b) On or before the date of the Deed, Commercial must ensure that Childcare and Residential are provided with access cards to the Car Park (**Access Cards**) on the basis that a maximum of one Access Card per car parking space within the Car Park shall be provided.
- (c) Subject to Clause 42(b), Childcare and Residential must provide Commercial with any replacement Access Cards that Commercial may require from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in providing the additional Access Cards on demand.
- (d) Childcare and Residential agrees to reprogram Access Cards as required by Commercial from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in reprogramming an Access Card.
- (e) Childcare and Residential acknowledge that:

- (i) Childcare and Childcare Land Users are prohibited from parking vehicles anywhere other than on the Childcare Premises; and
- (ii) Residential and Residential Land Users are prohibited from parking vehicles anywhere other than on the Residential Premises.
- (f) Childcare and Residential acknowledge that failure to comply with subclause 42(e) may result in additional fees and charges being payable by Commercial to Childcare and Residential and, in the absolute discretion of Childcare and Residential, the imposition of fines and removal of offending vehicles.

43. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

44. GST

44.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

44.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

44.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

44.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

45. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

46. Governing law

- (a) This Deed is governed by the laws of the Australian Capital Territory.
- (b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

47. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

48. Dispute resolution procedure

48.1 Commercial and Childcare and Residential to Attempt to Resolve

Commercial and Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Commercial Land Users and the Childcare Land Users and Residential Land Users as set out under this Clause 48, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Agreed Easements.

48.2 Objective

- (a) Commercial and Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.
- (b) Subject to Clause 48.11 and 48.12, Commercial and Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 48 has been exhausted.

48.3 Notification

- (a) Commercial and Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.
- (b) A notice advising of a dispute served under the preceding clause must:
 - (i) identify the subject matter of the dispute;
 - (ii) state the facts upon which Commercial and/or Childcare and Residential relies;
 - (iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Commercial or Childcare and Residential giving the notice;
 - (v) contain any particulars of the amount in dispute (if any); and
 - (vi) state the resolution Commercial or Childcare and Residential seeks to the dispute.

48.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 48.3, then Commercial or Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

48.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 48.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

48.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 48.4, then the party who nominated the mediators in compliance with Clause 48.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

48.7 Appointment

- (a) The mediation must take place within 20 Business Days of the appointment of a mediator; and
- (b) Commercial and Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.

48.8 Mediation

Commercial and Childcare and Residential agrees that:

- (a) both parties must endeavour in good faith to resolve the dispute at the mediation;
- (b) the mediation is confidential;
- (c) all communications related to the mediation will be without prejudice;
- (d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and
- (e) each party must bear its own costs of and incidental to the mediation.

48.9 Payment of fees and expenses

- (a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and
- (b) Subject to Clause 48.8(e) and/or Clause 48.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

48.10 Failure to enter into mediation

In the event that either Commercial or Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

48.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

48.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 48, both Commercial and Childcare and Residential may at any time institute court proceedings:

- (a) to seek an urgent interim determination or remedy, including injunctive relief;

- (b) in the event that any other party has failed to carry out its obligations under this Clause 48; or
- (c) if it has obtained the written consent of the other parties to do so; or
- (d) if the dispute has failed to resolve at the mediation.

48.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 48 while attempts are made to resolve the dispute.

49. Notices

49.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name: Doma Dickson (Residential) Pty Limited
 Address: PO Box 5419 Kingston ACT 2604
 For the attention of: Ms Sandra Wade

Commercial

Name: Doma Dickson (Residential) Pty Limited
 Address: PO Box 5419 Kingston ACT 2604
 For the attention of: Ms Sandra Wade

Residential

Name: Doma Dickson (Residential) Pty Limited
 Address: PO Box 5419 Kingston ACT 2604
 For the attention of: Ms Sandra Wade

Building Management Committee

Name: [INSERT]
 Address: [INSERT]
 For the attention of: [INSERT]

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

- (d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 49.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the *fifth day after the date of posting by airmail; and*
 - (iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

49.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Support Easement)

7.0



19 33

PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE
LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60

AVENUE

STREET

21
33

34

36

35

45

NORTHBOURNE

CHALLIS

TERRITORY LAND

SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

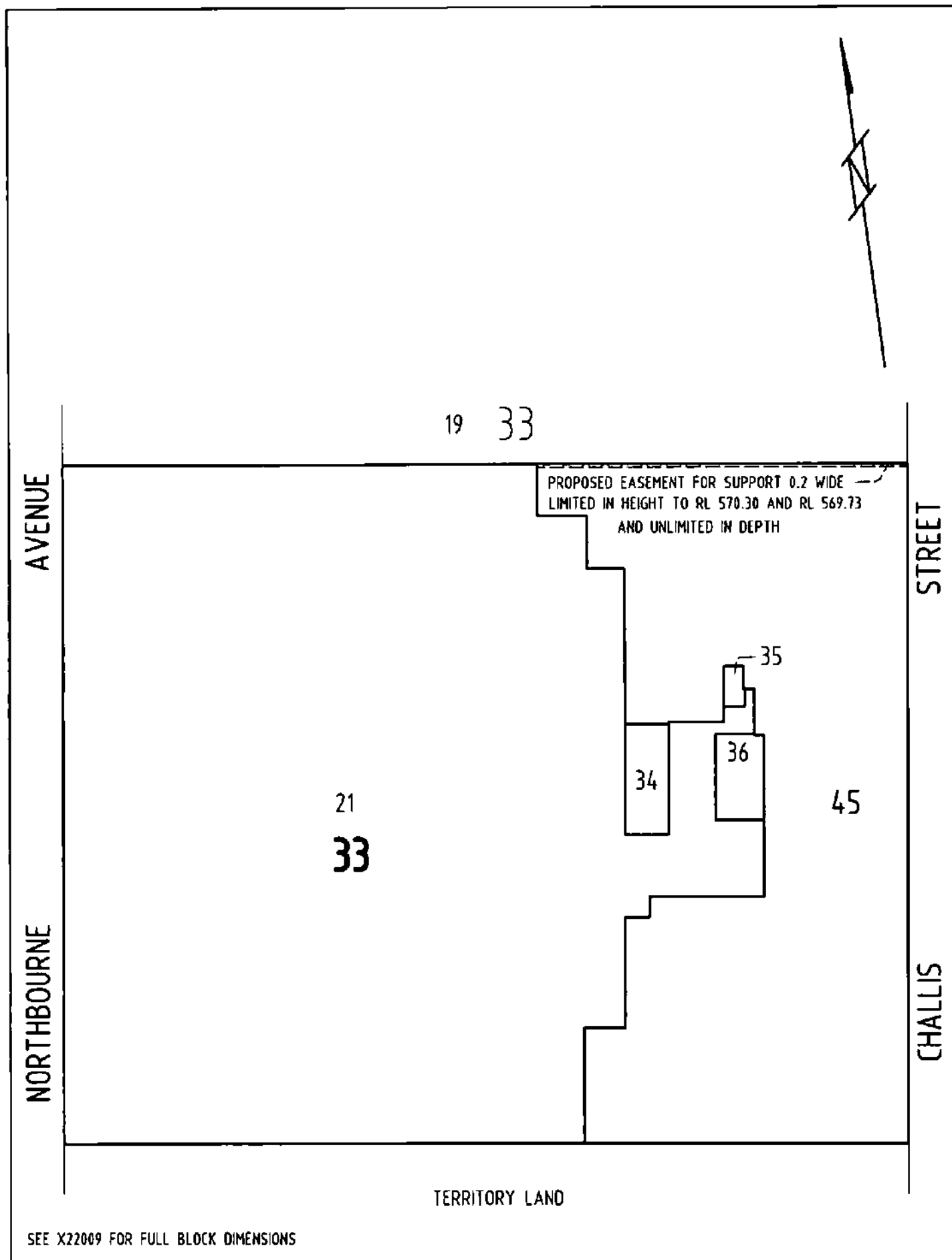
Surveyed W. CAMPBELL
Drawn R. FITZSIMMONS 14/05/2020
Checked
Approved *[Signature]*
Surveyor, Registered under the Surveyors Act 2007



CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 21 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev
Sheet No. 1 of 3 217218.06_EASEMENT.dwg
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SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

Surveyed W. CAMPBELL
Drawn R. FITZSIMMONS 14/05/2020
Checked
Approved *R. Campbell*
Surveyor, Registered under the
Surveyor Act 1991



CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2814
Phone 02 6202 7600

BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 45 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05

Rev

Sheet No. 2 of 3 217218.06_EASEMENT.dwg
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19 33

PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE
LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73

AVENUE

NORTHBOURNE

STREET

CHALLIS

22
33

40

41

49

37

48

39

SEE
DIAGRAM 38

47

23

46

TERRITORY LAND

SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

Surveyed W. CAMPBELL
Drawn R. FITZSIMMONS 14/05/2020
Checked *R. Fitzsimmons*
Approved

Surveyors, Registered under the
Surveyors Act 2007.



CANBERRA
11-13 Lawry Place,
Macquarie, ACT. 2614
Phone 02 6202 7600

BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 22 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05

Rev

Sheet No. 3 of 3 217218.06_EASEMENT.dwg
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Schedule 2 - Plan B (Telecommunications Services Easement)

7.0

PLAN OF
PROPOSED EASEMENT FOR TELECOMMUNICATION USE
BASEMENT 1
BLOCK 38 SECTION 33
DIVISION OF DICKSON

19
33
DP 11570

AVENUE

NORTHBOURNE

STREET

CHALLIS

22

33
DP 12155

PROPOSED EASEMENT FOR
TELECOMMUNICATION USE

SEE DIAGRAM

TERRITORY LAND

PROPOSED EASEMENT FOR
TELECOMMUNICATION USE

DIAGRAM
NOT TO SCALE

W.R. Campbell
Registered Surveyor under
the Surveyors Act 2007

1:600

0 5 10 20 30

50

49

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39

38

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46

23

46

48

22

97°37'

2.25

38

5/16

33

5/16

2.25

47

97°37'

7°38'

22

7°37'

Schedule 3 - Shared Facilities Register

SECTION 01 – SHARED FACILITIES REGISTER

This Section describes:

- a) The shared facilities;
- b) The proportion of the shared costs payable by each of the buildings; and
- c) The method of determining the proportions.

In this Section:

- 1. **Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
- 2. **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.
- 3. **Services Apparatus** means any item of services equipment or any conducting medium.
- 4. **Services Equipment** means an item of plant or equipment in which a service is generated, contained or stores.
- 5. **Exclusive Services Apparatus is Services Apparatus** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.
- 6. **Access** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.
- 7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1
SF3A	Insurance Basement Levels	This facility includes the insurance requirements for the two basement levels and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	72.50%	3.05%	24.45%	3
SF3B	Insurance Building D	This facility includes the insurance requirements for building D, from the ground floor level to the roof and includes:	0%	11%	89%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and h) Other costs incurred by the Committee to effect an insurance policy or under an existing policy.				
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.	70%	3%	27%	2
SF5	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) Costs and access associated with the operation, maintenance and replacement of the shared facility.				
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	80%	20%	0%	5
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and Access to the shared facility for operational and maintenance matters.		100%		4
SF8	Electrical Infrastructure	Electrical infrastructure includes: a) The switch room marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.	0%	14%	86%	1
SF12	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Telecommunication System (cont.)	d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout the basement levels. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located anyand mimic panels together with their associated electrical components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		forming part of the emergency lighting system; h) Fire indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.	57%	6%	37%	1
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: - SF4 – Car Park Access; - SF5 – Car Park Ventilation and Lighting System; - SF6 – Lift; - SF8 – Electrical Infrastructure; - SF9 – Gas Infrastructure; - SF12 – Telecommunication System; - SF15 – Fire Stairs; - SF17 – Signage.	57%	6%	37%	1
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.	0%	16%	84%	6
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1

SECTION 02 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Block.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

Schedule 4 - Shared Facilities Plan

NORTHBOURNE

AVENUE

- SF4 - CARPARK ACCESS
- SF5 - CARPARK VENTILATION & LIGHTING SYSTEM
- SF6 - LIFT
- SF14 - FIRE CONTROL SYSTEM
- SF15 - FIRE STAIRS

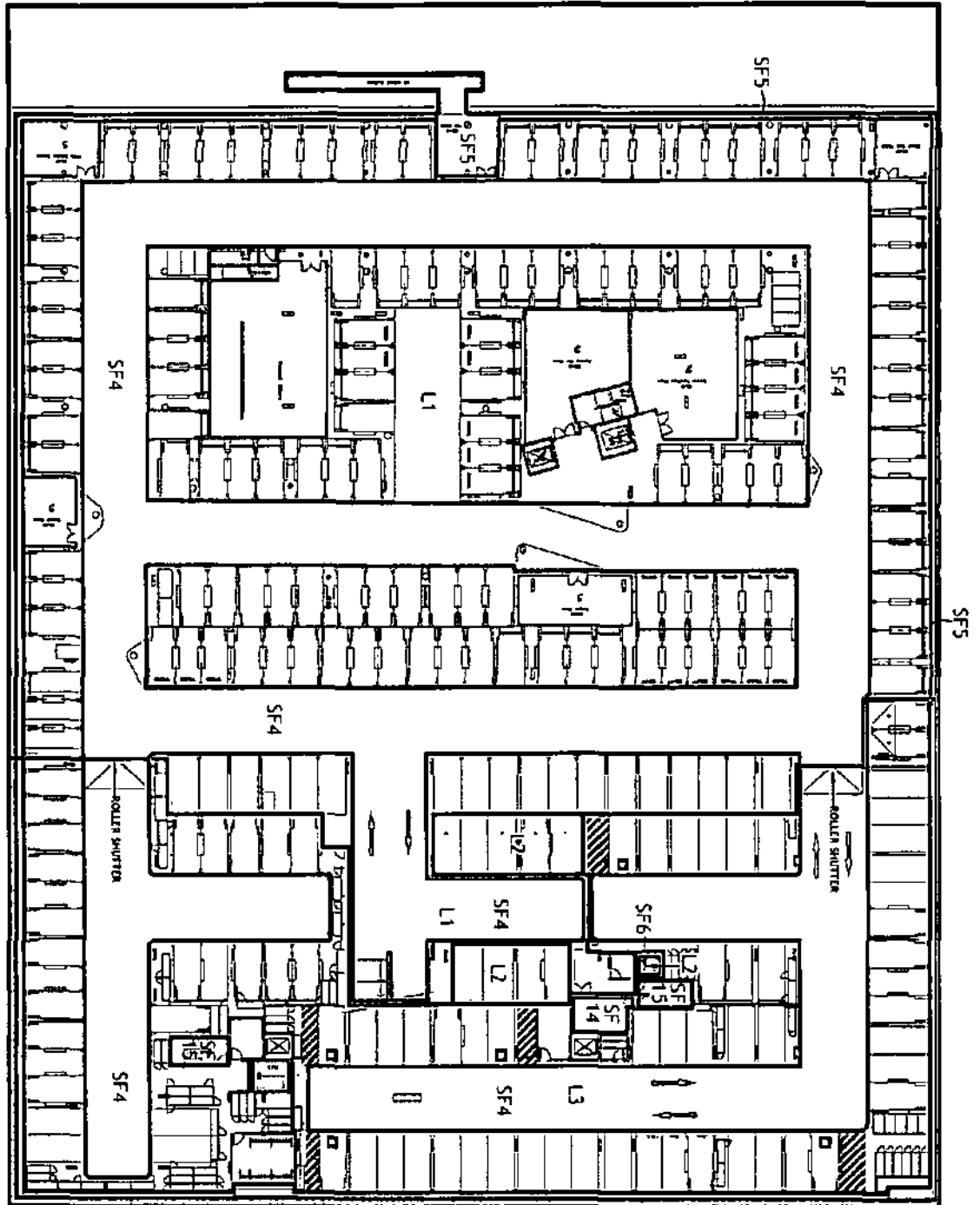
CAPE

BASEMENT 2

STREET

CHALLIS

STREET



REVISIONS		DATE		BY		CHECKED		APPROVED	
1	ISSUED FOR TENDER DOCUMENTS	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
2	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
3	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
4	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
5	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
6	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020
7	ISSUED TO CLIENT FOR APPROVAL	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020	12/07/2020

MP Montreath & Powys ARCHITECTS 125 BULL STREET, MANCHESTER, M6 1JF TEL: 0161 275 1100 FAX: 0161 275 1101 WWW.MPARCHITECTS.CO.UK		HEAD OFFICE 125 BULL STREET, MANCHESTER, M6 1JF TEL: 0161 275 1100 FAX: 0161 275 1101 WWW.MPARCHITECTS.CO.UK		SCALE: 1:500 DATE: 12/07/2020	
PROJECT: BASEMENT 2 CLIENT: MONTREATH & POWYS		DRAWING NO: 12/07/2020 SHEET NO: 1/5		DATE: 12/07/2020	

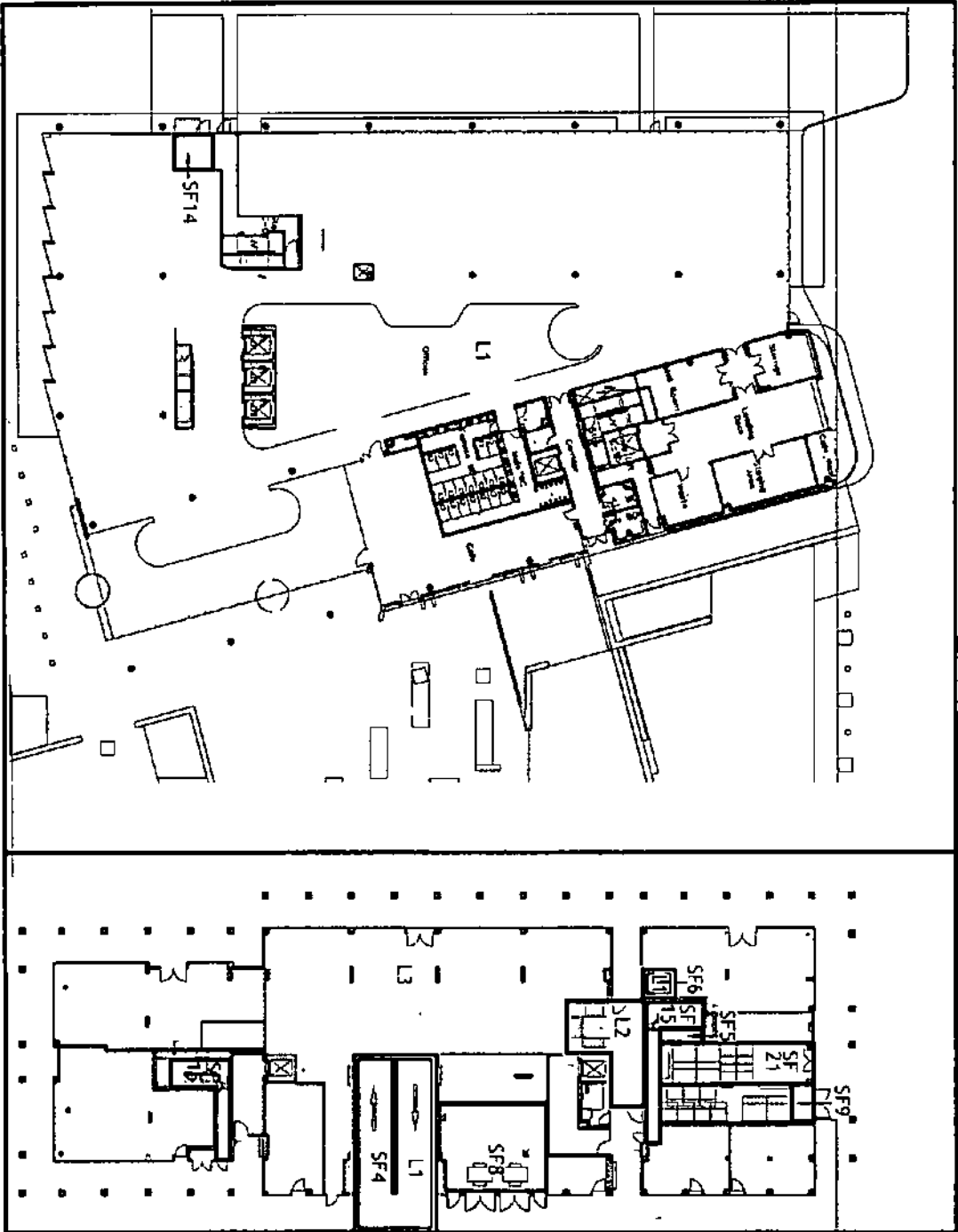
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GROUND FLOOR

- SF4 - CARPARK ACCESS
- SF5 - CARPARK VENTILATION AND LIGHTING SYSTEM
- SF6 - UFT
- SF8 - ELECTRICAL INFRASTRUCTURE
- SF9 - GAS INFRASTRUCTURE
- SF14 - FIRE CONTROL SYSTEM
- SF15 - FIRE STAIRS
- SF21 - WASTE STORAGE ROOM AND WASTE REMOVAL

CAPE

STREET



NORTHBOURNE

AVENUE

CHALLIS

STREET

MP Montecath & Powys
 1/23 South Street, Newport, NP23 5JF
 Tel: 01691 4924 1380
 Fax: 01691 4924 1380
 Email: info@montecathandpowys.com
 Website: www.montecathandpowys.com

HEAD OFFICE
 1/23 South Street, Newport, NP23 5JF
 Tel: 01691 4924 1380
 Fax: 01691 4924 1380
 Email: info@montecathandpowys.com
 Website: www.montecathandpowys.com

DO NOT SCALE
 A3

DOMA
 PLAN OF SHARED FACILITIES
 DETAIL: DETAIL OF SHARED FACILITIES
 Date: 17/01/2020

3/5
7

AVENUE

CAPE

LEVEL 1

STREET

STREET

Sheet No
4/5
Bureau
7

Executed as a deed.

Executed by Residential (Grantor)

Executed by Doma Dickson (Residential) Pty
Limited ACN 166 717 335 in accordance with
section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary
who states that he or she is the sole director and
sole company secretary of Doma Dickson
(Residential) Pty Limited ACN 166 717 335



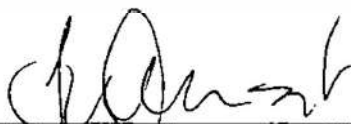
Signature of sole director and sole company
secretary

Executed by Childcare (Grantee)

Executed by Doma Dickson (Residential) Pty
Limited ACN 166 717 335 in accordance with
section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary
who states that he or she is the sole director and
sole company secretary of Doma Dickson
(Residential) Pty Limited ACN 166 717 335



Signature of sole director and sole company
secretary

Executed by Commercial (Grantee)

Executed by Doma Dickson (Residential) Pty
Limited ACN 166 717 335 in accordance with
section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary
who states that he or she is the sole director and
sole company secretary of Doma Dickson
(Residential) Pty Limited ACN 166 717 335



Signature of sole director and sole company
secretary



Access
Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001 622	Dickson	33	34	
	Dickson	33	35	
	Dickson	33	36	
	Dickson	33	37	
	Dickson	33	38	
	Dickson	33	39	
	Dickson	33	40	
	Dickson	33	41	
	Dickson	33	41	
	Dickson	33	43	
	Dickson	33	44	

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN required for all companies)
Commonwealth Bank of Australia ACN 123 123 124

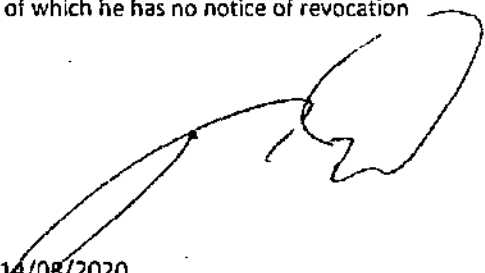
CONSENT TO REGISTER
(Please specify the purpose of this consent and all parties related to the instrument to be registered)
1- TGE Transfer & Grant of Easement x 3

EXECUTION

Print full name of Consenting Party

Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation

Dated - 14/08/2020



Print full name and address of witness

Fiona Reid Jones
28 Sydney Avenue
FORREST ACT 2603

Signature of witness

Dated - 14/08/2020

**OFFICE USE ONLY**

Lodged by		Registered by	
Data entered by		Registration Date	



Access
Canberra.

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

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001.623	Dickson	33	45	
	Dickson	33	46	
	Dickson	33	47	
	Dickson	33	48	
	Dickson	33	49	
	Dickson	33	50	
	Dickson	33	51	
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	Dickson	33	55	
	Dickson	33	56	
	Dickson	33	57	
	Dickson	33	58	
	Dickson	33	59	

FULL NAME OF CONSENTING PARTY

(Surname & Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER

(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE Transfer & Grant of Easement x 3

EXECUTION

Print full name of Consenting Party

Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation.

Dated - 14/08/2020

Print full name and address of witness

Fiona Reid Jones
28 Sydney Avenue
FORREST ACT 2603

Signature of witness

Dated - 14/08/2020

OFFICE USE ONLY

Lodged by		Registered by	
Data entered by		Registration Date	



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Canberra.

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'BERRA
torate

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Form 080 - TGE

3019254

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Clayton Utz	GPO Box 9806, Canberra ACT 2601	(02) 6279 4090

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3001:26	Dickson	33	21-33	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
3001:622	Dickson	33	34-44	
3001:623	Dickson	33	45-59	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT, and
Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419, Kingston ACT

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement for Access
Easement for Support
Easement for Utility Services and Infrastructure
Easement for Encroachment

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Refer to the Deed of Transfer and Grant of Easement together with plans within Schedules 1-15.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

☒ Please complete and attach – Form 042 – C – Consent (One form required for each party required to consent)

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

14 August 2020

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement

Executed by Doma Dickson (Residential) Pty Ltd ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of Doma Dickson (Residential) Pty Ltd ACN 166 717 335



Signature of sole director and sole company secretary

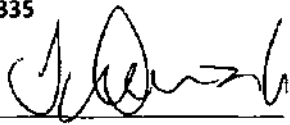
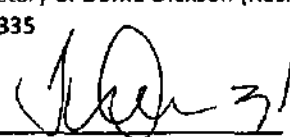
Signature or common seal of grantor / servient tenement

Print full name and address of witness

Not applicable

Signature of witness

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement Executed by Doma Dickson (Residential) Pty Ltd ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of Doma Dickson (Residential) Pty Ltd ACN 166 717 335  Signature of sole director and sole company secretary Signature or common seal of grantee / dominant tenement	Print full name and address of witness Not applicable Signature of witness
Print full name of grantor / servient tenement Executed by Doma Dickson (Residential) Pty Ltd ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth): JURE DOMAZET Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of Doma Dickson (Residential) Pty Ltd ACN 166 717 335  Signature of sole director and sole company secretary Signature or common seal of grantor / servient tenement	Print full name and address of witness Not applicable Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by	TS	Certificates attached to title	
Registered by	P	Attachments / Annexures	Legend. Carpent
Registration date	19 AUG 2020	Consent form attached	

Deed of Transfer and Grant of Easement - Commercial

Blocks 21-33 Section 33 Dickson

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantor (Commercial)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Childcare)

Doma Dickson (Residential) Pty Limited ACN 166 717 335
Grantee (Residential)

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Deed of Transfer and Grant of Easement - Commercial

Date

14 August 2020

Parties

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419,
Kingston ACT (Commercial)
Grantor

Doma Dickson (Residential) Pty Limited ACN 166 717 335 of PO Box 5419,
Kingston ACT (Childcare) and Doma Dickson (Residential) Pty Limited ACN 166
717 335 of PO Box 5419, Kingston ACT (Residential)
together the Grantee

Background

- A. The Building is a mixed use development that has been subdivided to create the Commercial Premises, Childcare Premises and the Residential Premises.
- B. Commercial will be the crown lessee of the Commercial Premises which is the Servient Tenement under this Deed.
- C. Childcare will be the crown lessee of the Childcare Premises.
- D. Residential will be the crown lessee of the Residential Premises.
- E. The Childcare Premises and the Residential Premises together form the Dominant Tenement under this Deed.
- F. Commercial grants to Childcare and Residential the Agreed Easements and rights on the terms contained in this Deed.
- G. In consideration for the grant of the Agreed Easements, Childcare and Residential agrees to comply with its obligations contained in this Deed.
- H. Given the nature of the Building, the parties agree to establish a set of rules that regulate the management and operation of the Building in accordance with:
 - (a) Part 11A to the *Land Titles Act 1925* (ACT);
 - (b) *Unit Titles Act 2001* (ACT); and
 - (c) *Unit Titles (Management) Act 2011* (ACT).

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Access Easement means the easement over the Servient Tenement granted to Childcare and Residential by Commercial under this Deed for the non-exclusive right to pass and repass from time to time with vehicles or on foot, and with (or without) materials and equipment over the access ways marked as follows:

- (a) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL

573.65 & RL 572.68" on Plan A for vehicle access by Childcare and Residential on the ground floor of the Building;

- (b) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan B for vehicle access by Residential on basement level 1 of the Building;
- (c) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan C for vehicle access by Residential on basement level 2 of the Building;
- (d) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan D for vehicle access by Childcare on basement level 1 of the Building;
- (e) the area hatched and marked as "PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan E for vehicle access by Childcare on basement level 2 of the Building;
- (f) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68" on Plan F for pedestrian access by Childcare on the ground floor of the Building;
- (g) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60" on Plan G for pedestrian access by Childcare on basement level 2 of the Building;
- (h) the area hatched and marked as "PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90" on Plan H for pedestrian access by Residential on basement level 1 of the Building; and
- (i) the area hatched and marked as "PROPOSED EASEMENTS FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30" on Plan I for pedestrian access by Childcare on basement level 1 of the Building.

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

Administrative Fund means the fund established to pay for the day-to-day expenses of *operating and maintaining the Shared Facilities including insurance costs, administrative costs, maintenance costs, operational costs and other costs which are not Capital Works Fund costs.*

Agreed Easements means collectively the:

- (a) Access Easement;
- (b) Support Easement;
- (c) Encroachment Easement; and
- (d) Utility Services and Infrastructure Easement.

Authority means any municipality, authority or persons exercising any powers or functions under any applicable laws or legal requirements and includes any service provider or person providing a public utility service.

Budget means the estimate of Shared Costs determined under Clause 32.

Building means, collectively, the buildings and other structures and improvements erected on or above the Servient Tenement and the Dominant Tenement.

Building Manager means the manager for the Building appointed under Clause 38 (if any).

Building Management Committee means the committee to be formed under Clause 10, which is responsible for managing the Building on behalf of the Members.

Business Day(s) means 8.00 am to 6.00 pm Monday to Friday inclusive, excepting public holidays in the Australian Capital Territory.

By-Laws means the By-Laws of the Building made by the Building Management Committee in accordance with Clause 17.10.

Capital Works Fund means the fund established to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature relating to the Shared Facilities.

Car Park means the area of land located on the Dominant Tenement and Servient Tenement and used as a car park.

Chairperson means the chairperson of the Building Management Committee, from time to time, appointed pursuant to Clause 19.1.

Childcare means the crown lessee of the Childcare Premises from time to time.

Childcare and Residential's Rights means the rights of Childcare and Residential and Childcare Land Users and Residential Land Users under this Deed.

Childcare Land Users means the occupants of the Childcare Premises and the invitees, the visitors and other authorised persons of Childcare, including but not limited to Childcare's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Childcare Premises means Blocks 34-44 Section 33 Dickson.

Childcare Uses means the following uses:

- (a) child care centre; and
- (b) car park,

provided that child care centre does not exceed does not exceed a maximum gross floor area of 2,000 square metres.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Commercial means the crown lessee of the Commercial Premises from time to time.

Commercial Land Users means the occupants of the Commercial Premises and the invitees, the visitors and other authorised persons of Commercial, including but not limited to Commercial's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Commercial Premises means premises Blocks 21-33 Section 33 Dickson.

Commercial Uses means the following uses:

- (a) non-retail commercial use (to include business agency, financial establishment, office, and public agency;
- (b) restaurant and/or shop (limited to take away food shop) not exceeding a maximum gross floor area of 200 square metres; and
- (c) car park,

provided that uses (a) and (b) does not exceed does not exceed a maximum gross floor area of 15,850 square metres.

Common Property has the meaning given in the *Unit Titles Act 2001* (ACT).

Deed means this Deed including all annexures, schedules and attachments.

Defaulting Member means a Member who fails to comply with a notice in Clause 33.10.

Default Notice means the default notice issued in accordance with Clause 33.10(a)(i)

Deposited Plan means the deposited plan depicting the Commercial Premises, the Childcare Premises and the Residential Premises.

Dominant Tenement means the crown lease for the Childcare Premises and the crown lease for the Residential Premises.

Emergency means a situation posing an immediate threat to human safety or loss or damage to physical property.

Emergency Meeting means an emergency meeting of the Building Management Committee conducted in accordance with this Deed.

Encroachment Easement means easement over the Servient Tenement granted to Residential by Commercial under this Deed for the Encroaching Structure to remain on the Servient Tenement in the area marked as:

- (a) "PROPOSED EASEMENT FOR USE 0.40 WIDE"; and

(b) "PROPOSED EASEMENT FOR USE 0.30 WIDE",

on Plan L.

Encroaching Structure means that part of the Dominant Tenement which encroaches on the Servient Tenement.

Excluded Services means:

- (a) all interior fixtures, furniture, finishings, fittings within a Unit including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and
- (b) all pipes, wires, ducts and cables within a Unit for the exclusive use of that Unit, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

Financial Statements means the statements to be prepared by the Building Management Committee in accordance with Clause 34.

Funds means the fund used to levy, collect, deposit and make payment for the Shared Costs being:

- (a) the Administrative Fund; and
- (b) the Capital Works Fund.

Garbage Rooms means the garbage rooms located in the Building forming part of the Shared Facilities.

General Meeting means a meeting of the Building Management Committee conducted in accordance with this Deed.

Insurance means all insurances required to be effected under Clause 35 in which more than one Member has an interest and any other insurance determined by Special Resolution.

Interest means interest calculated on daily balances at the rate equal to 10% per annum.

Land means Blocks 21-59 Section 33 Dickson and known as 480 Northbourne Avenue, Dickson.

Law includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Levies means the funds levied by the Building Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 13.

Levy Notice means the notice issued in accordance with Clause 33.2.

Levy Period means any twelve (12) month period relating to the Budget

Manager means the person or entity from time to time appointed by the Building Management Committee under Clause 21 to manage the Building.

Manager Fee means the fee for the Manager which must not exceed an amount that would be considered reasonable by an independent member of Strata Community Australia experienced in managing a building similar to the Building.

Meeting means a General Meeting and an Emergency Meeting.

Member means:

- (a) Childcare;
- (b) Commercial; and
- (c) Residential.

Member Land Users means:

- (a) Childcare Land Users;
- (b) Commercial Land Users; and
- (c) Residential Land Users.

Officer means the Chairperson, Secretary and the Treasurer, from time to time, of the Building Management Committee.

Owners Corporation has the same meaning given under the *Unit Titles Act 2001* (ACT).

Plan A means the plan depicting vehicle access by Childcare and Residential on the ground floor of the Building attached to this Deed at Schedule 1.

Plan B means the plan depicting vehicle access by Residential on level 1 of the basement to the Building attached to this Deed at Schedule 2.

Plan C means the depicting vehicle access by Residential on level 2 of the basement to the Building plan attached to this Deed at Schedule 3.

Plan D means the plan depicting vehicle access by Childcare on level 1 of the basement to the Building attached to this Deed at Schedule 4.

Plan E means the plan depicting vehicle access by Childcare on level 2 of the basement to the Building attached to this Deed at Schedule 5.

Plan F means the plan depicting pedestrian access by Childcare on the ground floor of the Building attached to this Deed at Schedule 5.

Plan G means the plan depicting pedestrian access by Childcare on level 2 of the basement to the Building attached to this Deed at Schedule 7.

Plan H means the plan depicting pedestrian access by Residential on level 1 of the basement to the Building attached to this Deed at Schedule 8.

Plan I means the plan depicting pedestrian access by Childcare on level 1 of the basement to the Building attached to this Deed at Schedule 9.

Plan J means the plan depicting the Support Easement attached to this Deed at Schedule 10.

Plan K means the plan depicting the Utility Services and Infrastructure Easement attached to this Deed at Schedule 11.

Plan L means the plan depicting the Encroachment Easement attached to this Deed at Schedule 12.

Replacement Representative means a replacement representative for the Representative for Meeting purposes.

Representative means a natural person appointed by a Member.

Residential means the crown lessee of the Residential Premises from time to time.

Residential Land Users means the occupants of the Residential Premises and the invitees, the visitors and other authorised persons of Residential, including but not limited to Residential's:

- (a) tenants;
- (b) sub-lessees;
- (c) employees;
- (d) agents;
- (e) contractors;
- (f) officers;
- (g) licensees; and
- (h) invitees.

Residential Owners Corporation means the Owners Corporation of the Residential Units Plan.

Residential Premises means Blocks 45-59 Section 33 Dickson.

Residential Units Plan means the Units Plan created by registration of the Units Plan in relation to the Residential Premises.

Residential Uses means the following uses:

- (a) residential use limited to multi-unit housing and 102 dwellings;
- (b) non retail commercial premises (to include business agency, financial establishment, office and public agency);
- (c) restaurant; and
- (d) shop,

provided that uses (b) and (d) does not exceed does not exceed a maximum gross floor area of 1,100 square metres.

Resolution means a motion of the Building Management Committee in which the number of votes in favour of the motion is greater than the number of votes against the motion.

Rules has the same meaning under the *Unit Titles (Management) Act* 2011.

Schedule means the schedules or a schedule for this Deed.

Secretary means the secretary of the Building Management Committee, from time to time, appointed in accordance with Clause 19.1.

Service means any service whether existing or proposed and any extension to or augmentation to any service or any part of a service within the Building.

Servient Tenement means the crown lease for the blocks comprised in the Commercial Premises.

Shared Costs means all expenses in relation to:

- (a) the Shared Facilities;

- (b) amounts payable to the Manager; and
- (c) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the shared facilities in Clause 28, Schedule 13 and Shared Facilities Plan.

Shared Facilities Consultant means a consultant appointed in accordance with Clause 30.

Shared Facilities Plan means the plan attached as Schedule 14.

Shared Services means any services shared by the Members not specified as Shared Facilities.

Special Resolution means a motion of the Building Management Committee in favour of which more than 75% of the votes of the Members of the Building Management Committee present and entitled to vote are cast.

Support Easement means the non-exclusive right to have the improvements within the boundaries of the Servient Tenement lateral, superjacent, or subjacent, to support, uphold and maintain the improvements and structure within the boundaries of the Dominant Tenement granted for the benefit of Childcare and Residential by Commercial under Clause 9 of this Deed, as marked as:

- (a) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60";
- (b) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 570.30 AND RL 569.73 AND UNLIMITED IN DEPTH"; and
- (c) "PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE LIMITED IN HEIGHT TO RL 573.85 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73";

on Plan J.

Treasurer means the treasurer of the Building Management Committee, from time to time, appointed in accordance with Clause 19.1.

Unanimous Resolution means a motion of the Building Management Committee that is passed at a Meeting where all Members are present and at least one (1) vote is cast in favour of the motion and no votes cast against the motion.

Unit has the meaning given in the *Unit Titles Act 2001* (ACT);

Units Plan has the meaning given in the *Units Titles Act 2001* (ACT).

Unit Subsidiary has the meaning given in the *Unit Titles Act 2001* (ACT);

Utility Services and Infrastructure includes:

- (a) gas reticulation or supply; and
- (b) the cables, wires, pipes, sewers, drains, ducts, plant, conduits or any other material, equipment, object or item through which the gas reticulation is supplied.

Utility Services and Infrastructure Easement means:

- (a) the easement over the Servient Tenement granted to Childcare and Residential by Commercial under this Deed for the non-exclusive right to provide, install, establish, maintain and repair the Utility Services and Infrastructure (including the right to

enter, pass and repass from time to time on foot or with vehicles, materials, tools, and equipment (including fire brigade equipment) and remain on for a temporary period, as reasonably necessary), as marked as "PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65 on Plan K; and

- (b) rights equivalent to those granted under:
 - (i) the *Unit Titles Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in sections 34 and 35 of Division 4.2 of the *Unit Titles Act 2001* (ACT)); and
 - (ii) the *Community Title Act 2001* (ACT) from time to time (and at the date of this Deed as detailed in Part 10 of the *Community Title Act 2001* (ACT)).

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
 - (e) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) "includes" in any form is not a word of limitation;
 - (k) a reference to "\$" or "dollar" is to Australian currency; and
 - (l) a reference to an item is to an item in the reference schedule to this Deed.

1.3 No bias against drafting party

In the interpretation of this Deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Deed or any provision in it.

1.4 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. About the Building

2.1 Overview

The development of the Land is a mixed-use development (*Development*) and may be used for a number of uses including the:

- (a) Childcare Uses;
- (b) Commercial Uses; and
- (c) Residential Premises.

2.2 What are the different components of the Building?

Following completion of the Development, the Building will be subdivided to consist of the following distinct components:

- (a) the Childcare Premises which, as at the date of this Deed, may be used for the Childcare Uses;
- (b) the Commercial Premises which, as at the date of this Deed, may be used for the Commercial Uses; and
- (c) the Residential Premises which, as at the date of this Deed, may be used for the Residential Uses.

3. Who must comply with this Deed?

3.1 General Obligations

Persons who must comply with this Deed are:

- (a) Commercial;
- (b) Commercial Land Users;
- (c) Childcare;
- (d) Childcare Land Users;
- (e) Residential;
- (f) Residential Land Users;
- (g) a proprietor, mortgagee in possession or lessee or licensees for the time being of any of the Units.

3.2 Rules

In addition to this Deed, the owners and occupiers of a Unit within a Units Plan forming part of the Building must comply with Rules of that Owners Corporation.

4. Covenants and agreements

The conditions, covenants and restrictions in this Deed, including those in the Agreed Easements, are covenants and agreements between:

- (a) Childcare and Residential, its successors and every person who is entitled to an interest or estate in the possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- (b) Commercial, its successors and every person who is entitled to an interest or estate in the possession of the Servient Tenement or any part of it with which the right is capable of enjoyment,

and the parties agree that the benefit and burden of such covenants and agreements pass with the benefits and the burdens of the land (estate or interest in possession).

5. Unitisation of Residential Premises

5.1 Application of this clause

- (a) Childcare and Commercial acknowledge that the Residential Premises will be subdivided under the *Unit Titles Act 2001* (ACT) following completion of the Development (**Residential Unitisation**) to create the:
 - (i) Residential Units Plan; and
 - (ii) Residential Owners Corporation.
- (b) Following the Residential Unitisation, references to Residential are to be deemed to include the Residential Owners Corporation.

5.2 Benefit of the Agreed Easements and Building Deed

Each party acknowledges that following the Residential Unitisation, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, within the Residential Units Plan and the applicable *Common Property of the Residential Units Plan*, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Residential Units Plan, and the applicable *Common Property of the Residential Units Plan*, respectively, as applicable.

5.3 Obligations and rights of Residential

Following Residential Unitisation every person who is entitled to an estate or interest in a Unit in the Residential Units Plan:

- (a) must comply with the obligations of Residential under this Deed; and
- (b) may exercise the rights of Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

5.4 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

- (a) the Rules of the Residential Units Plan may not override the rights and obligations under this Deed; and

- (b) if the Rules of the Residential Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

5.5 The Minutes of the Inaugural Meeting

Residential will ensure that upon Residential Unitisation and upon registration of the Residential Units Plan, that the Residential Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

- (a) that the Residential Owners Corporation will manage and maintain (and may do so via the appointment of a property manager) the easements registered on the crown lease of the Residential Premises and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and
- (b) that the Residential Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

6. Unit Titles

6.1 Application of this Clause

This Clause 6 applies in relation to the Childcare Premises and/or the Commercial Premises which is at any time subdivided under the *Unit Titles Act 2001* (ACT) and/or upon which a Units Plan is built (**Unitisation**).

6.2 Consent

The Members must:

- (a) give their consent to the Unitisation; and
- (b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Unitisation.

6.3 Benefit of Easements

Each party acknowledges that following the Unitisation of the Childcare Premises and/or the Commercial Premises, the Agreed Easements granted and other obligations in this Deed will continue to subsist so far as they are capable of doing so for the benefit of each Unit, or Unit Subsidiary, in the Units Plan and the applicable Common Property of the Units Plan, and will subsist so far as they are capable of doing so for the burden of each Unit or Unit Subsidiary in the Units Plan, and the applicable Common Property of the Units Plan, respectively, as applicable.

6.4 Obligations and rights of the Servient Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Servient Tenement:

- (a) must comply with the obligations of Commercial under this Deed; and
- (b) may exercise the rights of Commercial under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.5 Obligations and rights of the Dominant Tenement

Following Unitisation (if applicable), every person who is entitled to an estate or interest in a Unit in the Units Plan of the Dominant Tenement:

- (a) must comply with the obligations of Childcare and Residential under this Deed; and
- (b) may exercise the rights of Childcare and Residential under this Deed but must do so in accordance with this Deed and the applicable laws for management and administration of a Units Plan.

6.6 Rules Inconsistency of the Servient Tenement

Without limiting this Deed:

- (a) the Rules of the Units Plan may not override the rights and obligations under this Deed; and
- (b) if the Rules of the Units Plan allocate responsibility for complying with obligations under this Deed to a different person than that set out in this Deed, this Deed prevails to the extent of the inconsistency.

6.7 The Minutes of the Inaugural Meeting

Each party will ensure that upon Unitisation (as applicable) and upon registration of the Units Plan on the Childcare Premises and/or the Commercial Premises (as applicable), that the Owners Corporation will include additional Rules and/or minutes at the inaugural meeting to reflect the matters under this Deed, and including, but not limited to the following:

- (a) that the Owners Corporation will manage and maintain (and may do so via the *appointment of a property manager*) the easements registered on the crown lease and/or the Deposited Plan, as applicable and/or the Agreed Easements under this Deed, in accordance with the provisions of this Deed; and
- (b) that the Owners Corporation will not amend, vary or add to the clauses of this Deed without approval of the applicable Authority as required at law.

7. Easements

7.1 Agreed Easements for Dominant Tenement

Subject to Childcare and Residential complying with its obligations under this Deed, Commercial grants to Childcare and Residential and Childcare and Residential Land Users the *Agreed Easements*.

7.2 Crown lease easements

Childcare and Residential and Commercial acknowledge the existence of the easements contained in the crown leases of the Servient Tenement and the Dominant Tenement and the Deposited Plan.

8. General requirements when exercising rights

8.1 Childcare and Residential's obligations

When exercising rights under the *Agreed Easements*, Childcare and Residential agrees that:

- (a) it will cause as little inconvenience as practicable to Commercial and Commercial Land Users;

- (b) Childcare and Residential and Childcare Land Users and Residential Land Users, will have, in addition to any statutory rights, the right of entry on the Servient Tenement using the most practical route (with or without vehicles, as applicable to the relevant access areas and/or plant, tools, equipment and materials) at all reasonable times (and at any time in the event of an Emergency) and remain there for any reasonable time to administer, repair or maintain, replace, or remove otherwise remedying any failure to maintain the above rights of support including the right to put up scaffolding and other equipment as reasonably necessary for upholding and maintaining the structure of such improvements but no such scaffolding or equipment shall allow Childcare, Residential, Childcare Land Users and Residential Land Users continued access to the Servient Tenement; and
- (c) the person exercising the right of entry under Clause 8.1(b) must do so in a manner as to cause as little inconvenience as possible to Commercial and Commercial Land Users and in a manner so as to cause as little detriment and damage as is practicable to the Servient Tenement and making good all damage so caused; and
- (d) in exercising the right of entry under Clause 8.1(b), the relevant person must:
 - (i) except in an Emergency, give reasonable written notice to Commercial before entering the Servient Tenement and any improvements on it to carry out any works;
 - (ii) when carrying out any works, except where prior arrangements have been made with Commercial or in an Emergency, not disrupt any Utility Services and Infrastructure to the Servient Tenement and any improvements on it in circumstances where Commercial or Commercial Land Users and any improvements on it may suffer interruption to the business or commercial activities conducted on the Servient Tenement and any improvements on it;
- (e) it will comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it;
- (f) it will cause as little interference as is reasonably practicable to Commercial and Commercial Land Users and any improvements on it;
- (a) it must not permit or allow any vehicle of any description or any obstruction of any kind to stand and remain in or upon the Servient Tenement; or
- (b) it must not bring or leave or permit to be brought or left in or upon the Servient Tenement any offensive, hazardous or dangerous substance or thing which may be or become a danger, nuisance, annoyance or inconvenience to Commercial or Commercial Land Users; and
- (g) it will cause as little damage as is reasonably practicable to Commercial and any improvements on it and must promptly make good any damage caused to Commercial's reasonable satisfaction.

8.2 Childcare Land Users and Residential Land Users

Childcare and Residential must use reasonable endeavours to ensure that Childcare Land Users and Residential Land Users comply with the terms of this Deed when they exercise their rights or comply with their obligations under this Deed.

9. Support Easement

9.1 Grant

Commercial grants to Childcare and Residential the Support Easement.

9.2 Commercial's covenants

- (a) Commercial will at its own cost ensure the improvements within the Servient Tenement remain in good order and repair to the extent necessary to maintain support for the Building, including undertaking any structural repairs to and replacement of those improvements.
- (b) Commercial shall cause no damage to the improvements within the Servient Tenement.
- (c) Commercial will not:
 - (i) make any alterations to the improvements within the Servient Tenement which provide support for the Building; or
 - (ii) excavate any part of the Servient Tenement or adjoining land of Commercial,

without leaving permanent means of support for the Building. Any alterations to the improvements or excavation of the Servient Tenement made without provision for sufficient support for the Building will be deemed wrongful as from the commencement of the excavation.

9.3 Childcare and Residential's covenants

- (a) Childcare and Residential and Childcare Land Users and Residential Land Users shall have the right of entry on the Servient Tenement upon reasonable written notice (or without such notice in the event of emergency) to effect repairs and maintenance where Commercial is in breach of Clause 9.2(a). The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Commercial and Commercial Land Users and must make good any damage caused in the exercise of such right of entry.
- (b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under this Deed without the prior written consent of Commercial.

10. Access Easement

10.1 Grant

Commercial grants to Childcare and Residential the Access Easement.

10.2 Commercial's covenants

- (a) Commercial will at its own cost ensure that all foot paving, drive way, public lighting and other improvements within the Servient Tenement remain in good order and repair to the extent necessary to ensure they are fit for purpose, operational and safe for public use.
- (b) Commercial will have the right at all times upon reasonable notice (except in the case of an emergency when no notice is required) to close the entrance to and exit from and to obstruct the whole or part of the Servient Tenement for the purposes of carrying out repairs to and maintenance of the Servient Tenement.
- (c) Subject to Clause 10.2(b), Commercial shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access.

10.3 Childcare and Residential's covenants

- (a) Childcare and Residential and Childcare Land Users and Residential Land Users:
 - (i) shall have the right to:
 - A. pass and repass with motor vehicles along and over the Access Easement at all times on that part of the Access Easement designed for vehicular access; and
 - B. pass and repass on foot, with wheelchairs and other disabled access aids, but without motor vehicles, on that part of the Access Easement at all times on that part of the Access Easement designed for pedestrian access,
 - (ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;
 - (iii) must not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Servient Tenement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access; and
 - (iv) acknowledge and agree that the rights granted under Clause 10.1 are in common with the rights of Commercial and Commercial Land Users.
 - (b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 10.2 without the prior written consent of Commercial.
-

11. Utility Services and Infrastructure Easement

11.1 Grant

Commercial grants to Childcare and Residential the Utility Services and Infrastructure Easement.

11.2 Commercial's covenants

Commercial must:

- (a) allow the Utility Services and Infrastructure remain under or on the Servient Tenement; and
- (b) keep the Servient Tenement in good order and repair and suitable for exercising the rights granted under Clause 11.1.

11.3 Childcare and Residential's covenants

- (a) Childcare and Residential:
 - (i) and Childcare Land Users and Residential Land Users may use the Servient Tenement to provide the Utility Services and Infrastructure to or through the Servient Tenement;
 - (ii) are responsible for and must pay all expenses in connection with the Utility Services and Infrastructure which exclusively or non-exclusively benefit the Dominant Tenement; and
 - (iii) acknowledge and agree that the rights granted under Clause 11.1 are in common with the rights of Commercial and Commercial Land Users.

- (b) Childcare and Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 11.2 without the prior written consent of Commercial.

11.4 Rights of Authorities

The parties acknowledge and agree that they must:

- (a) permit an Authority, at all reasonable times, to enter onto the Servient Tenement and the Dominant Tenement to inspect and test the Utility Services and Infrastructure; and
- (b) comply with the lawful directions of an Authority made in connection with the Utility Services and Infrastructure.

11.5 Ownership of items associated with the Utility Services and Infrastructure

The Utility Services and Infrastructure that:

- (a) exclusively benefits the Dominant Tenement and which is located in the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of Childcare and Residential;
- (b) benefits both the Dominant Tenement and the Servient Tenement and which is located on the Servient Tenement is (subject to the rights of a relevant Authority to the contrary) the property of all the parties; and
- (c) is located on the Servient Tenement other than that contemplated in Clauses 11.5(a) and (b) is (subject to the rights of a relevant Authority to the contrary) the property of Commercial.

12. Encroachment Easement

12.1 Grant

Commercial grants to Residential the Encroachment Easement.

12.2 Commercial's covenants

- (a) Commercial must not do or allow anything to be done to damage or interfere with the Encroaching Structure.
- (b) Commercial shall not permit or allow any article of any description or any obstruction of any kind to stand or remain on or upon the Encroachment Easement designed for pedestrian or vehicular access so as to delay, obstruct or interfere with the vehicular or pedestrian access.

12.3 Childcare and Residential's covenants

- (a) Residential and Residential Land Users:
 - (i) shall have the right to:
 - A. enter on the Servient Tenement upon reasonable written notice (or without such notice in the event of emergency) to effect repairs and maintenance on the Encroachment Easement. The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to Commercial and Commercial Land Users and

must make good any damage caused in the exercise of such right of entry.

- (ii) must comply with any signage or other directions in relation to the safety and use of the Servient Tenement;
 - (iii) must keep the Encroaching Structure in good condition; and
- (b) Residential will not do anything on the Dominant Tenement or to the Building which would adversely impact on Commercial's obligations under Clause 12.2 without the prior written consent of Commercial.

13. Maintenance

- (a) Nothing in this Deed limits the obligation of Childcare and Residential to maintain its own Utility Services and Infrastructure that exclusively or non-exclusively benefits the Dominant Tenement.
- (b) Commercial must keep the Servient Tenement in good and trafficable order and condition and suitable for exercising Childcare and Residential's Rights.
- (c) Commercial and Childcare and Residential agree that ordinarily there should be minimal or no maintenance in respect to the Support Easement, but in the instance of repair of a structural or capital nature, then such costs are to be borne equally.

14. Indemnities and Releases

14.1 Transferee Accepts Risk

Childcare and Residential uses the Agreed Easements and exercises the rights conferred under this Deed at its own risk.

14.2 Indemnity

Childcare and Residential is liable for and indemnifies Commercial and its successors and assigns against any Claim arising from or incurred in connection with:

- (c) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of Childcare and Residential or the exercise of Childcare and Residential's Rights under this Deed;
- (d) the failure by Childcare and Residential to observe or perform any of Childcare and Residential's covenants or agreements contained in this Deed; or
- (e) any works carried out on or adjacent to the Agreed Easement area:
 - (i) by or on behalf of Childcare and Residential; or
 - (ii) for the benefit of the Dominant Tenement.

14.3 Release

Childcare and Residential releases Commercial and its successors and assigns from and agrees that Commercial is not liable for any Claim arising from or incurred in connection with:

- (f) any loss of or damage to personal property of Childcare and Residential; or
- (g) Commercial doing anything Commercial is permitted or required to do under this Deed.

15. The Building Management Committee

15.1 Establishing the Building Management Committee

The Members must:

- (a) establish the Building Management Committee within three (3) months after this Deed is registered against the Servient Tenement; and
- (b) continue to have a Building Management Committee at all times.

15.2 Members of the Building Management Committee

The Members of the Building Management Committee are to be one (1) representative of:

- (a) Childcare;
- (b) Commercial; and
- (c) Residential.

16. Appointing a Representative and a Replacement Representative

16.1 Appointment of Representatives

- (a) Each Member has the right to appoint a Representative to represent it at Meetings.
- (b) Each Member must give to the other Members and the Building Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the Representative who for the time being will represent it at Meetings or Emergency Meetings.
- (c) If a Member appoints a Replacement Representative, the Member must give to the other Members written notice of the Replacement Representative's name, address, telephone and facsimile numbers.
- (d) In the event that a Member sells its part of the Building, it must provide notice of the sale to the Building Management Committee including details of the incoming member.

16.2 Appointment of Replacement Representative

Members may at any time appoint a Replacement Representative to represent the Member at Meeting if the Member's Representative cannot attend.

16.3 Representatives Obligations

Each Representative must represent the Member who appointed them at Meeting.

16.4 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Replacement Representative has the same effect as if the Member undertook such activities.

17. Functions and Powers of the Committee

17.1 Functions of the Building Management Committee

In addition to its functions and powers elsewhere in this Deed, the functions and powers of the Building Management Committee are to:

- (a) comply with its obligations and perform its functions in accordance with the Act and this Deed;
- (b) make decisions about the relevant matters referred to in this Deed;
- (c) convene and hold Meetings;
- (d) consider any proposal submitted to the Building Management Committee by any Member;
- (e) determine Levies for the Administrative Fund and Capital Works Fund to meet the costs of performing the functions and complying with the obligations of the Building Management Committee;
- (f) subject to the Law, consider and determine any other matter which the Members determine by Resolution should be considered by the Building Management Committee;
- (g) operate, maintain, renew and replace the Shared Facilities;
- (h) deal with and make decisions about Shared Facilities;
- (i) change or add to the Shared Facilities;
- (j) make payments from the Administrative Fund and the Capital Works Fund;
- (k) effect Insurance according to the Law and this Deed;
- (l) monitor the performance by Members and the Member Land Users of their obligations under the Act and this Deed;
- (m) arrange for the maintenance of Shared Facilities and other contracts so the Insurances required under this Deed are not affected;
- (n) monitor the performance of the Manager;
- (o) monitor the performance of service contractors engaged by the Building Management Committee; and
- (p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Building Management Committee under this Deed.

17.2 Power to do work

The Building Management Committee may do anything in the Building which a Member or Member Land User should have done under this Deed but which they have not done, or in the opinion of the Building Management Committee acting reasonably, the Member or Member Land User has not done properly.

17.3 Entry

The Building Management Committee may enter the affected part:

- (a) of the Building and stay there for as long as necessary and to do what is required to remedy under Clause 17.2; or
- (b) in an Emergency.

17.4 Costs

The Member or Member Land Users who has not completed properly what it must have done under this Deed, is liable to pay the costs of the Building Management Committee for such works, within seven (7) Business Days after such works are completed.

17.5 Liability

The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage materially and substantially caused by the Building Management Committee's negligence or the Building Management Committee's agents or representatives negligence).

17.6 Appointment as Attorney

Each Member appoints the Building Management Committee as its agent and attorney to enable the Building Management Committee or a person appointed by the Building Management Committee to take any action authorised by a Resolution made by the Building Management Committee according to this Deed.

17.7 Proceedings by Member

Nothing in this Deed prevents a Member from taking legal proceedings in its own name.

17.8 Decisions of Building Management Committee

The Building Management Committee may make decisions only according to this Deed:

- (a) at a properly convened Meeting; and
- (b) by Resolution, Special Resolution or Unanimous Resolution.

17.9 Power to enter into External Contracts

The Building Management Committee has the power to enter into contracts or arrangements or to appoint third parties to assist the Building Management Committee to perform its functions and to comply with its obligations under this Deed.

17.10 Making By-Laws

The Building Management Committee may make By-Laws to assist in the proper management, operation, maintenance and control of the Building. However

- (a) when the Building Management Committee makes a By-Law it must take into account the mixed use nature of Building and the various components in the Building; and
- (b) the By-Laws must not be inconsistent with this Deed. If there is an inconsistency between this Deed and the By-Laws, this Deed prevails.

18. Rights and Obligations of Members

18.1 General Obligations of Members

The Members must;

- (a) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this Deed;
- (b) ensure the Insurance is effected and maintained in accordance with Clause 35, the Act and this Deed;
- (c) pay any cost incurred as a Shared Cost in the relevant proportions specified in this Deed or as determined in accordance with this Deed;
- (d) comply with the decisions of the Building Management Committee;
- (e) implement decisions of the Building Management Committee;
- (f) comply with the By-Laws;
- (g) comply with the Act and this Deed; and
- (h) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Deed.

18.2 Voting Rights

Members have the right to vote at Meetings according to Clause 25.

18.3 Nature of Members Obligations

- (a) The obligations of the Members under this Deed are several and not joint and no Member incurs a liability to another party by reason of default of the other Member.
- (b) Each Member:
 - (i) must promptly comply with its obligations contained or implied in this Deed; and
 - (ii) is responsible for its own acts and those of its Member Land Users in occupying or using parts of another Members property and releases that other Member and its Member Land Users from any costs, claims or liability unless the other Member or its Member Land Users have been negligent.

18.4 Maintenance Obligations

Subject to the Deed, except for the Shared Facilities and the Agreed Easements, each Member and Member Land Users must:

- (a) maintain and keep in good repair that part of the Building owned or occupied by the Member or its Member Land Users; and
- (b) maintain and keep in good repair the external appearance of the Building owned or occupied by the Member or its Member Land Users.

18.5 Members Responsibility

The Members:

- (a) are liable for damages for the loss caused to another Member or its Member Land Users properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Members property; and

- (b) releases the other Member or its Member Land Users from any costs, claims or liability except costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

19. Offices of the Committee

19.1 Office Bearers

The Building Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

19.2 Who may be Officers?

An Officer must be:

- (a) a Representative;
- (b) a Replacement Representative; or
- (c) the Manager.

19.3 Officers and Compliance

An Officer must perform their functions according to this Deed, the Act and the directions of the Building Management Committee.

19.4 Appointment of Officers

The Building Management Committee:

- (a) must appoint its Officers within three (3) months of establishment of the Building Management Committee;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

20. Functions of Officers

20.1 The Secretary

In addition to the functions elsewhere in this Deed, the functions of the Secretary are to:

- (a) convene Meetings;
- (b) prepare notices and agendas for Meetings;
- (c) prepare and distribute minutes of Meetings;
- (d) serve notices for the Building Management Committee;
- (e) answer communications sent to the Building Management Committee;
- (f) perform administrative and secretarial functions for the Building Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Building Management Committee according to this Deed and the Act;

- (h) forward copies of the records prepared under Clause 20.1(g) to the Manager, within a reasonable time after they are prepared (if the Secretary and the Manager are not the same person or entity); and
- (i) make the records of the Building Management Committee available for inspection according to Clause 39.

20.2 The Treasurer

In addition to the functions elsewhere in this Deed, the functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Administrative Fund and the Capital Works Fund;
- (b) prepare (or arrange the preparation of) Financial Statements for the Building Management Committee;
- (c) prepare (or arrange the preparation of) audit reports for the Funds;
- (d) send Levy Notices to Members for the amount payable by each Member to the *Administrative Fund and the Capital Works Fund for a Levy Period*;
- (e) receive, acknowledge, bank and account for Levies and other monies paid to the Building Management Committee;
- (f) keep accounting records for the Building Management Committee;
- (g) pay accounts of the Building Management Committee; and
- (h) provide a copy of the accounting reports prepared under Clause 20.2(f) to the Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Manager are not the same person or entity).

20.3 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting, at which the Chairperson is present. If the Chairperson does not attend a Meeting and Emergency Meeting, *then the Building Management Committee may appoint another Representative, Replacement Representative or the Manager to preside over that particular Meeting and Emergency Meeting as Chairperson.*

21. Submissions to the Building Management Committee

21.1 Proposals

A Member or the Manager may submit to the Building Management Committee a proposal for one or more of the following:

- (a) provision or variation of any Service which traverses through more than one Member's property to or within the Building;
- (b) amendment of this Deed;
- (c) repair, renewal, replacement or acquisition of any Shared Facility;
- (d) entry into, variation of or termination of a maintenance agreement or Insurance policy for the Building;
- (e) alteration of the apportionment of Shared Costs for Members; and
- (f) consideration of any other matter to which this Deed applies.

21.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Clause 21.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative.

22. Meetings of the Building Management Committee

22.1 Types of Meetings

The two types of meetings of the Building Management Committee are General Meetings and Emergency Meetings.

22.2 Convening Meetings

The Building Management Committee must convene a Meeting:

- (a) within three (3) months after the establishment of the Building Management Committee;
- (b) at least every six (6) months;
- (c) if the Building Management Committee decides to hold a Meeting; or
- (d) if requested by notice in writing by a Member, not being a Defaulting Member, setting out the issue or proposal required to be addressed in the Meeting.

22.3 Emergency Meetings

If the Building Management Committee receives a notice under Clause 22.2(d) and there is an Emergency the Building Management Committee must hold the Meeting within five (5) Business Days or sooner from the day the Building Management Committee receives the notice from the Member.

22.4 Electronic Meetings

Meetings may be held using electronic means.

23. Notices and Agenda

23.1 Period of Notice

The Building Management Committee must give each Member at least seven (7) days' notice of a Meeting. In the case of an Emergency shorter notice may be given.

23.2 Information to be included in the notice

Notice must be given to each Member in writing and include:

- (a) the time, date and venue of the Meeting; and
- (b) an agenda for the Meeting.

23.3 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and whether the motion is required to be passed by Special Resolution or Unanimous Resolution. The Members

acknowledge that matters which are not on the agenda cannot be voted upon by the Meeting;

- (b) include motions that Members have requested in writing be included on the agenda; and
- (c) include a motion to adopt the minutes of the last Meeting.

24. Conduct of Meetings

24.1 Powers of the Building Management Committee

Subject to this Deed and the Act, the Building Management Committee may meet to conduct its business, adjourn and otherwise regulate Meetings as it thinks fit.

24.2 Quorum

Each Member must attend to constitute a quorum for any Meeting of the Building Management Committee.

24.3 Failure to obtain a quorum

If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned for at least two (2) Business Days at a time and place to be determined (Adjourned Meeting).

24.4 Reduced Quorum

At least two (2) Members must attend to constitute a quorum for an Adjourned Meeting or an Emergency Meeting of the Building Management Committee.

24.5 Decisions in Writing

The Building Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Building Management Committee serves on the Members according to this Deed notice of the Meeting and the motions to be considered by the Building Management Committee; and
- (b) the required Members have approved each motion within the notice in Clause 24.5(a) in writing.

24.6 Attendance at a Meeting

An owner of a Unit within a Units Plan of the Building may attend a Meeting but can only address the Meeting by a Unanimous Resolution of the Building Management Committee.

24.7 Building Management Committee Meeting Minutes

The Building Management Committee must prepare, keep and maintain:

- (a) notices and agendas for Meetings; and
- (b) minutes of all Meetings and distribute those minutes to each Member within fourteen (14) days after the relevant Meeting.

25. Voting

25.1 Voting

At all Meetings of the Building Management Committee a Member is entitled through its Representative or Representatives to exercise the following votes:

- (a) Childcare - 1 vote;
- (b) Commercial - 6 votes; and
- (c) Residential - 3 votes.

25.2 Chairperson

The Chairperson does not have a casting vote at Meetings or Emergency Meetings of the Building Management Committee.

25.3 Instructions by a Member

A Representative or Replacement Representative (or proxy) for a Member entitled to vote must vote at a Meeting or Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

26. Building Management Committee Decisions

26.1 Decisions

The Building Management Committee may make decisions by a Resolution, Special Resolution or Unanimous Resolution according to this Deed.

26.2 Special Resolution Required

In addition to the matters set out elsewhere within this Deed, matters which the Building Management Committee must decide by Special Resolution are:

- (a) amending this Deed;
- (b) changing, adding to or extending the Shared Facilities;
- (c) changing, adding or varying the Shared Costs; and
- (d) the repayment in part or whole of the Fund to Members.

27. Consents by the Building Management Committee

27.1 Consents

- (a) The Building Management Committee may give consents under this Deed at a Meeting.
- (b) The Building Management Committee may:
 - (i) revoke its consent at any time; or,
 - (ii) give consent with or without conditions.

27.2 No requirement for Consents

Provided consent from the relevant Owners Corporation has been obtained, an owner or occupier of a Unit may carry on any use or carry out any refurbishment works, fitout and modification to the interior or shopfront of a Unit or to the Excluded Services without the need for consent from the Building Management Committee provided the refurbishment works, fitout and modifications comply with the Law and consent required by Law or are not works of a structural nature.

27.3 Compliance

Compliance with Clause 27.2 does not relieve any person from an obligation to obtain compliance with or consent under the Rules of the relevant Owners Corporation.

28. Shared Facilities

28.1 The Shared Facilities

The Shared Facilities include:

- (a) facilities and services in the Building that are:
 - (i) used by two (2) or more Members; or
 - (ii) located on the land of a Member but used by other Members,
- (b) the Shared Facilities (with a description of each) in Schedule 13, and as shown on the Shared Facilities Plan;
- (c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of the Building;
- (d) any rooms or areas in which Shared Facilities are located;
- (e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (h) the inspection of Shared Facilities (if applicable) by any Authority; and
- (i) the certification of Shared Facilities for the purpose of the Law.

28.2 Management of Shared Facilities

Subject to this Deed, the Building Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Building Management Committee may appoint and contract with parties to assist in the performance of its functions for Shared Facilities.

28.3 Right to Use Shared Facilities

The Shared Facilities are available for use and enjoyment by each Member and the Member Land Users according to this Deed.

28.4 Amending the Shared Facilities

The Building Management Committee may, by Special Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) change existing Shared Facilities;
- (c) change the use of existing Shared Facilities;
- (d) extend Shared Facilities;
- (e) modify or replace existing Shared Facilities; or
- (f) determine a charge for a Shared Facility where Schedule 13 does not make provision for a charge.

28.5 Members Obligations

The Members must amend Schedule 13 and/or Schedule 14 to reflect anything the Building Management Committee resolves to do under this Clause 28.4.

29. Damage to Shared Facilities

The Members and Member Land Users must:

- (a) use Shared Facilities only for their intended purpose;
- (b) immediately notify the Building Management Committee if they know about damage to or a defect for any Shared Facility; and
- (c) compensate the Building Management Committee for any damage caused to any Shared Facility caused by them or their Members Land Users.

30. Shared Costs

30.1 Apportioning Shared Facilities Costs

Schedule 13 sets out the proportion that each Member must contribute towards the Shared Costs for the Shared Facilities.

30.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for additional Shared Facilities and Shared Services which may be determined by mutual agreement between the Members. Where an agreement cannot be reached to determine the additional Shared Facilities and/or Shared Services the matter must be referred to a Shared Facilities Consultant for determination.

30.3 Inclusions in Shared Costs

Subject to Clause 30.2 and the description of each Shared Facility in Schedule 13, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating, cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by an Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.

30.4 Amendment of Shared Costs

The Building Management Committee, by Special Resolution, may change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

- (a) the Shared Costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of Shared Costs is supported by at least two expert consultants' reports (unless all Members agree to waive this requirement).

30.5 Review of Shared Costs

- (a) The Building Management Committee must review the Shared Costs in Schedule 13 in the manner required by this clause.
- (b) The Building Management Committee must review the Shared Costs as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.
- (c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:
 - (i) the Building Management Committee must appoint a person to conduct a review of the Shared Costs as a result of the change;
 - (ii) the Building Management Committee must instruct the appointed party:
 - A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and
 - B. to complete the review and make the determination within 28 days of the appointment.
- (d) A 5-year review must take place as follows:
 - (i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review and the relevant 5 year review;
 - (ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

- (iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Costs as a result of that change (it may be the same consultant appointed pursuant to Clause 30.5(d)(ii));
- (iv) the Building Management Committee must instruct the consultant:
 - A. to make a determination based on the assumption that, other than the identified change, the Shared Costs contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and
 - B. to make the determination within 28 Business Days of the appointment; and
 - C. if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5-year review.
- (e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.
- (f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.
- (g) The Shared Facilities Consultant must be a party who has experience in identifying Shared Facilities and their cost allocation.

31. Funds to be established

31.1 The Fund

In order to pay the Shared Costs, the Building Management Committee must establish within three (3) months after this Deed is registered, the:

- (a) the Administrative Fund; and
- (b) the Capital Works Fund.

31.2 Administrative Fund

The Building Management Committee must use the Administrative Fund to pay the Shared Costs in relation to the operation and maintenance of the Shared Facilities which are not Capital Works Fund costs.

31.3 Capital Works Fund

The Building Management Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities or other costs of a capital nature.

32. Preparation of Budgets

32.1 Preparation of Budgets

The Building Management Committee must prepare a Budget for each Levy Period showing how much money or monies will be required for;

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

- (b) any other Shared Costs.

32.2 Timeframe for First Budget

The Building Management Committee must prepare the first Budget within three (3) months after this Deed is registered.

32.3 Preparing Budgets

Subject to this Deed, the Building Management Committee must prepare a Budget for each Levy Period showing:

- (a) how much money it will need during that period for the Fund; and
- (b) the income the Building Management Committee will receive in that period.

32.4 Budget Details

A Budget must contain itemised details of:

- (a) *each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;*
- (b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

32.5 Budget Requirements

The Building Management Committee must budget enough money to comply with its obligations under this Deed and the Law.

33. Levies

33.1 Levies

- (a) *The Building Management Committee must Levy Members, and Members must pay, for the Shared Facilities according to Schedule 13.*
- (b) *If Schedule 13 does not make a provision for a charge for the Shared Facility, then the Building Management Committee may determine the charge by Special Resolution.*
- (c) The Building Management Committee must:
 - (i) *issue a Levy Notice to each Member to cover the Budget prepared by the Building Management Committee under Clause 32; and*
 - (ii) *the amount of the Levy Notice must be consistent with the Budget;*
 - (iii) *the first payment under the Levy Notice must be due and payable within three (3) months after this Deed is registered; and*
 - (iv) *Levies are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Building Management Committee).*

33.2 Levy Notice

- (a) A Levy Notice must:
 - (i) be in writing;
 - (ii) give each Member at least thirty (30) days' notice before payment under the Levy Notice is due;
 - (iii) detail:
 - A. the total contribution amount of the Levy;
 - B. the portion of the contribution the Member must pay; and
 - C. the date the payment is due.
- (b) If the Building Management Committee has to raise Funds in an Emergency, it may give less than thirty (30) days' notice of the contribution.

33.3 Banking money and interest on accounts

The Building Management Committee must deposit all contributions and other money paid to the Building Management Committee by Members or otherwise into the bank or building society accounts for the Fund.

33.4 Drawing from accounts

The Building Management Committee may withdraw money from the Fund only to meet its obligations under or arising from this Deed.

33.5 Late payments

Without affecting the rights of the Building Management Committee in relation to any late payment, a Member must on demand pay Interest on any unpaid Levies or other sum payable under this Deed that is not paid on the date on which it is due, calculated from the date that is fourteen days from but excluding the date when the Levies or other sum was due to and including the date on which it is paid.

33.6 Debt

- (a) The Building Management Committee may recover unpaid contributions and other money owed to it under this Deed as a debt.
- (b) Each Member agrees the Building Management Committee (or a person appointed by the Building Management Committee) may act as agent for all the Members and take legal proceedings about:
 - (i) the failure of a Member to pay Administrative Fund contributions or Capital Works Fund contributions; and
 - (ii) the failure of a Member or its Member Land User to comply with their obligations under this Deed.

33.7 Legal Fees

The Building Management Committee may recover any costs incurred including legal fees for unpaid contributions and other money owed to it under this Deed.

33.8 Dealing with Surplus Funds

- (a) If there is surplus money in the Fund at the end of a budget cycle under this Clause 33.6(b), the Building Management Committee may distribute it between the Members in shares decided by the Building Management Committee.
- (b) When deciding the shares for the distribution of surplus money according to this Clause 33.6(b), the Building Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds.
- (c) The Building Management Committee may decide to distribute surplus Funds under this Clause 33.6(b) only by Special Resolution.

33.9 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

33.10 Defaulting Member

- (a) If a Member fails to comply with a valid Levy Notice that Member is not a Defaulting Member until:
 - (i) the Building Management Committee (or the Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within seven (7) days of service of that notice ('Default Notice'); and
 - (ii) the Member has failed to pay the money necessary to remedy the default within the time set out in the Default Notice.
- (b) The Building Management Committee (or the Manager) is not entitled to serve on a Member a notice under Clause 33.10(a)(i) if:
 - (i) the Member has served a notice seeking reasonable clarification of an amount in accordance with Clause 33.12 and is complying with the requirements of that Clause 33.12; or
 - (ii) the Building Management Committee has failed to comply with its obligations in this Clause 29.

33.11 Obligations of Members on Default by a Member

If a Member to whom a Levy Notice has been given is a Defaulting Member, the following apply:

- (a) on giving the Default Notice in Clause 33.10(a)(i), the money payable by the Defaulting Member may be recovered by the Building Management Committee from the Defaulting Member as a debt due and owing together with Interest computed on a daily basis from the date on which the payment is due until the date upon which it is paid.
- (b) while a Member remains a Defaulting Member:
 - (i) neither it nor its Representative or Replacement Representative on the Building Management Committee is entitled to exercise a vote at any Building Management Committee Meeting or any Emergency Meeting;
 - (ii) the requirement of a quorum in Clause 24.2 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

- (iii) it is not entitled to request a Meeting or Emergency Meeting of the Building Management Committee under Clause 22.2(d) or submit a proposal to the Building Management Committee under Clause 21.

33.12 Clarification

If a Member requires clarification of an amount it is requested to pay under this Deed or a Levy Notice it may within seven (7) days of receipt of the Levy Notice notify the Building Management Committee (or the Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

33.13 Insufficient funds

The Building Management Committee must levy Members for additional contributions to the Fund if it cannot pay its debts for a Levy Period contribution period.

33.14 Additional Funds Meeting

The Building Management Committee must convene a Meeting to determine additional contributions and include in the notice of the Meeting a revised Budget for the remainder of the Levy Period which shows:

- (a) how much money the Building Management Committee will need for the remainder of the Levy Period for the Fund for which the additional contribution will be levied; and
- (b) income which the Building Management Committee knows it will receive for that Fund during the remainder of the Levy Period.

34. Financial Statements

34.1 Preparing Financial Statements

Within two (2) months after the end of each Levy Period, the Building Management Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare Financial Statements for each of its accounts.

34.2 Financial Statements

The Building Management Committee must prepare Financial Statements for the Funds:

- (a) from the date of the last Financial Statement to within two (2) months after the start of the next Levy Period; and
- (b) where possible, in time for Members which are a corporation to include in their budget that Member's portion of Shared Costs under this Deed.

34.3 Details of Financial Statement

Each Financial Statement must show for the Fund:

- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) the balance of the Fund;

- (d) contribution arrears for each Member; and
 - (e) other relevant information.
-

35. Insurance

35.1 Required Insurances

The Building Management Committee must effect and maintain Insurance with a reputable insurer for:

- (a) the full insurable value of the structure of the Building in accordance with the Act, the *Unit Titles Act 2001* (ACT) and the *Unit Titles (Management) Act 2011* (ACT);
- (b) public liability insurance over the Servient Tenement and the Dominant Tenement for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Building Management Committee may resolve from time to time;
- (c) machinery breakdown insurance (if applicable) for the Shared Facilities which is not covered under warranty; and
- (d) workers compensation insurance if required by Law.

35.2 Policies

All policies under this Clause 35 are to be taken out in the names of the Members, and, if applicable, note the interest any mortgagees holding under a registered mortgage, for their respective rights and interests.

35.3 Insurance Records

Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Manager). A copy of all Insurance policies must be supplied to each Member upon request.

35.4 Office Bearers Liability Cover

The Building Management Committee must effect as a Shared Cost office bearers' liability cover for all Representatives and Replacement Representatives of the Building Management Committee.

35.5 Valuation

- (a) The Building Management Committee must have the Building valued for insurance purposes at least every five (5) years from the date this Deed is registered, or as prescribed from time to time by the Law. The valuation must be done by a qualified valuer or quantity surveyor who has:
 - (i) a minimum of five (5) years' experience; and
 - (ii) is experienced in valuing for insurance purposes mixed use developments similar to the Building.
- (b) The Building Management Committee must have the first valuation carried out within six (6) months after this Deed is registered.

35.6 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 13.

35.7 Total or Partial Destruction of the Building

If the Building or any part of the Building is totally destroyed or so extensively damaged as to *render the repair or making good of such damage impractical or undesirable*, the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient, from their own monies, in the relevant proportions, reinstate the Building or that part of the Building substantially in accordance with the original design for the Building or that part of the Building; or
- (b) if the Members by Special Resolution agree the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent this may be insufficient, from their own monies, in the relevant proportions stipulated in Schedule 13, prepare the Land for the new building and then construct the new building in accordance with the agreed plans and specifications; or
- (c) if the Members by Special Resolution agree that:
 - (i) the Building is not to be reinstated; and
 - (ii) the Building or that part of the Building is not to be rebuilt to a different design, the Members will promptly demolish the Building or that part of the Building and clear the land or that part of the land of all improvements, structures, rubbish and debris, following the demolition clearance being carried out to the satisfaction of the Members, then no Member will have a claim against another Member.
- (d) If the Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

35.8 Insurance not to be avoided.

A Member must not at any time do, permit, or omit or suffer to be done, committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

35.9 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Members property in the Building, those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Members property or the Building;

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

36. Agreed Easements Insurance

- (a) Commercial must effect, maintain and pay for all Insurances for areas contained in the Commercial Premises and the Agreed Easements (including the basements) and in doing so, and without limitation, Commercial must:
 - (i) ensure that the Insurances note the registered proprietor of the Dominant Tenement from time to time as an interested party;
 - (ii) review the Insurances and valuation of in respect to the building on the Servient Tenement (including the basements) at least once every 12 months; and
 - (iii) allow for insurance premium cost increases which may occur during the period of the Insurances and inform Childcare and Residential of such premium cost increases as soon as reasonably practicable; and
 - (iv) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Servient Tenement or the Dominant Tenement or the Agreed Easements; and
 - (v) not at any time do anything that might:
 - A. void or prejudice any Insurances; or
 - B. increase any Insurances premiums,except with the consent of Childcare and Residential.
- (b) Commercial must provide to Childcare and Residential:
 - (i) if requested, a copy of the valuation and any other information to confirm the Insurances; and
 - (ii) on an annual basis, a copy of the certificate of currency for the Insurances.
- (c) Childcare and Residential, in its absolute discretion, may require that all Insurances arising out of the Agreed Easements and the interconnectedness of the Building on the Servient Tenement (including the basements) be effected and maintained either:
 - (i) in joint names of both Childcare and Residential and Commercial (from time to time); or
 - (ii) in the name of Childcare and Residential (from time to time).

37. Appointment of the Manager

37.1 Appointment of the Manager

The Building Management Committee may appoint a Manager to assist in the performance of the Building Management Committee's functions relating to the Building. The appointment and termination of the Manager under this Clause 21 may be made by a Resolution.

37.2 Delegation of Functions

Subject to Clause 37.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Manager.

37.3 Restricted Functions

The Building Management Committee may not delegate the following functions to the Manager:

- (a) functions which the Building Management Committee may exercise only by Special Resolution;
- (b) functions which the Building Management Committee decides by Special Resolution may be performed only by the Building Management Committee; and
- (c) the function to determine and levy the Administrative Fund and the Capital Works Fund contributions on Members.

37.4 Manager Fee

The Manager Fee for the Manager for the term of its appointment may be the amount reasonably determined by the Building Management Committee.

37.5 Manager and Building Management Committee Contract

The Building Management Committee and the Manager must enter into an agreement which must:

- (a) be in writing and signed by each Member and the Manager;
- (b) provide that the Manager must carry out its duties with due care, skill and diligence;
- (c) reserve the power for the Building Management Committee and the Officers to continue to exercise the functions which the Building Management Committee delegates to the Manager; and
- (d) have provisions regulating the rights of the Building Management Committee and the Manager to terminate the agreement if the Manager or the Building Management Committee does not perform its obligations under the agreement.

37.6 Manager Obligations

Subject to this clause, the Manager may undertake the following duties, without limitation:

- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Building.

37.7 Manager's Licence

The Manager must have and keep current at all times the licence or permit or certificate required by Law to be a strata managing agent.

38. Appointment of the Building Manager

38.1 Appointment of the Building Manager

The Building Management Committee may, by Resolution, on its own behalf and on behalf of a Member, contract with a Building Manager to provide management, operational, maintenance and other services and amenities to the Building.

39. Inspecting the Records of the Committee

39.1 Who is entitled to inspect the Records?

Members or an owner of a Unit following Unitisation or Residential Unitisation (or a person authorised in writing by them) (**Applicant**) may inspect the records of the Building Management Committee.

39.2 Procedure for Inspection

The Applicant must:

- (a) apply in writing to the Secretary to inspect the records of the Building Management Committee; and
- (b) pay the Building Management Committee an inspection fee for an amount determined by the Building Management Committee from time to time.

39.3 Time for the inspection

The Building Management Committee must allow an Applicant to inspect the Building Management Committee's records within seven (7) Business Days after the request has been made in writing and payment of the inspection fee under Clause 39.2(b).

39.4 Taking copies of records

The Applicant may take extracts from or copy the records (at their cost) but the applicant must not remove any record.

40. Owners Corporation Rules

40.1 Rights to Change

Subject to Clause 40.2, an Owners Corporation any Units Plan within the Building may independently change, alter, cancel or amend the Rules for its Units Plan, provided such change or alteration does not conflict with this Deed. If there is an inconsistency between the Rules and this Deed, the Owners Corporation for the Units Plan must amend the inconsistent Rules to make it consistent with this Deed.

40.2 No adverse affectation

An Owners Corporation any Units Plan within the Building may not change, alter, cancel or amend any Rules if the change, alteration, cancellation or amendment would have the effect of enabling the aesthetics or quality of the Building as a whole to be adversely affected.

41. Approved Contractors

- (a) Only contractors approved by the Building Management Committee may do structural works to the Building and maintain, repair or replace the Shared Facilities.
- (b) The Building Management Committee must appoint and make sure that contractors approved by it are at reasonable times available to maintain the Shared Facilities and do any structural works to the Building.
- (c) The Building Management Committee may make a decision to approve a contractor in its absolute discretion.

42. Garbage Rooms

42.1 Shared Facility

The Garbage Rooms are Shared Facilities.

42.2 Storage

Garbage may be stored by Childcare, Childcare Land Users, Residential and Residential Land Users in the Garbage Rooms. The Building Management Committee must procure the Building Manager to remove all rubbish from the Garbage Rooms on a regular basis.

42.3 Rubbish Removal System

Childcare, Childcare Land Users, Residential and Residential Land Users must at all times comply with any rubbish removal system devised by the Building Management Committee or the Building Manager, acting on behalf of the Building Management Committee for the removal of rubbish from the Building including:

- (a) permitted means and times for disposal;
- (b) disposal routes;
- (c) permitted pick up areas (if any);
- (d) storage of rubbish;
- (e) containment of rubbish;
- (f) regularity of rubbish removal;
- (g) segregation of rubbish; and
- (h) special rubbish requirements.

42.4 Copy to be provided

The Building Management Committee will advise Childcare and Residential of its rubbish removal system.

42.5 Obligations

Childcare, Childcare Land Users, Residential and Residential Land Users must:

- (a) drain and securely wrap all garbage and dispose of garbage in the garbage bins provided in the Garbage Rooms during the permitted times as set by the Building Management Committee from time to time;
- (b) dispose of recyclable material in the area or recyclable bins of the Garbage Rooms designated for such purpose;
- (c) drain and clean bottles and make sure that they are not broken before placing them in the area designated in the Garbage Rooms for bottle disposal;
- (d) contact the Building Management Committee (or its nominee) to remove (at its cost) large articles of garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority; and
- (e) deposit garbage, recyclable materials and other waste with the reasonable requirements of the Building Management Committee.

42.6 Make good

Childcare, Childcare Land Users, Residential and Residential Land Users must ensure when in the process of disposing garbage and recyclable material from the Units to the Garbage Rooms that:

- (a) the garbage and recyclable material being transferred from the Childcare Premises or the Residential Premises is securely wrapped and drained and does not leak or spill over any part of the Building or the Garbage Rooms;
- (b) at its cost clean up or remove anything which Childcare, Childcare Land Users, Residential or Residential Land Users may have spilled or leaked on any part of the Building or the Garbage Rooms as a consequence of transferring garbage, recyclable materials or waste from the Childcare Premises or the Residential Premises to the Garbage Rooms or otherwise.

42.7 Contravention of Laws

This Clause 42 does not allow Childcare, Childcare Land Users, Residential or Residential Land Users to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Law applying to the disposal of such waste.

42.8 Private arrangements

Childcare, Childcare Land Users, Residential or Residential Land Users must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by an Authority or by private services organised by the Building Management Committee.

43. Fire

The parties agree that:

- (a) Commercial is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Commercial Premises; and
- (b) Childcare is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Childcare Premises; and
- (c) Residential is responsible for the emergency call out fee charged by ACT Fire and Rescue in relation to the Residential Premises;
- (d) The Building Management Committee must enter into a maintenance contract in relation to the fire safety or control systems for the buildings on the Dominant Tenement and the Servient Tenement (**Fire Maintenance Contracts**) the costs of which are to be included in the Shared Costs.

44. Car Park

- (a) The parties acknowledge that Commercial may enter into a management agreement for part of the Car Park with a third party (**Car Park Management Agreement**) to control and limit vehicular and pedestrian access through the Car Park.
- (b) On or before the date of the Deed, Commercial must ensure that Childcare and Residential are provided with access cards to the Car Park (**Access Cards**) on the basis that a maximum of one Access Card per car parking space within the Car Park shall be provided.
- (c) Subject to Clause 44(b), Childcare and Residential must provide Commercial with any replacement Access Cards that Commercial may require from time to time

provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in providing the additional Access Cards on demand.

- (d) Childcare and Residential agrees to reprogram Access Cards as required by Commercial from time to time provided that, in each case, Commercial must pay to Childcare and Residential the reasonable costs incurred by Childcare and Residential in reprogramming an Access Card.
- (e) Childcare and Residential acknowledge that:
 - (i) Childcare and Childcare Land Users are prohibited from parking vehicles anywhere other than on the Childcare Premises; and
 - (ii) Residential and Residential Land Users are prohibited from parking vehicles anywhere other than on the Residential Premises.
- (f) Childcare and Residential acknowledge that failure to comply with subclause 44(e) may result in additional fees and charges being payable by Commercial to Childcare and Residential and, in the absolute discretion of Childcare and Residential, the imposition of fines and removal of offending vehicles.

45. Surrender of crown lease

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

46. GST

46.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

46.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

46.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

46.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

47. Survival of Deed

This Deed shall survive any change in ownership of the Servient Tenement or the Dominant Tenement and shall bind each and every subsequent owner as if that owner had executed this Deed in its own right.

48. Governing law

- (a) This Deed is governed by the laws of the Australian Capital Territory.
- (b) Each party submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any court that may hear appeals from those courts.

49. Severability

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall remain otherwise in full force and effect apart from that or those provisions which have been severed.

50. Dispute resolution procedure

50.1 Commercial and Childcare and Residential to Attempt to Resolve

Commercial and Childcare and Residential must endeavour in good faith to resolve disputes between the Dominant Tenement, the Servient Tenement, Commercial Land Users and the Childcare Land Users and Residential Land Users as set out under this Clause 50, including but not limited to disputes relating to each parties obligations set out in this Deed in relation to the Agreed Easements.

50.2 Objective

- (a) Commercial and Childcare and Residential agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them.
- (b) Subject to Clause 50.11 and 50.12, Commercial and Childcare and Residential will not resort to legal proceedings, unless the process under this Clause 50 has been exhausted.

50.3 Notification

- (a) Commercial and Childcare and Residential may at any time notify the other parties of a dispute by serving a notice in writing upon the other parties.
- (b) A notice advising of a dispute served under the preceding clause must:
 - (i) identify the subject matter of the dispute;
 - (ii) state the facts upon which Commercial and/or Childcare and Residential relies;
 - (iii) identify any laws, by laws or provisions of this Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of Commercial or Childcare and Residential giving the notice;
 - (v) contain any particulars of the amount in dispute (if any); and
 - (vi) state the resolution Commercial or Childcare and Residential seeks to the dispute.

50.4 Nomination of Mediator

If the dispute is not resolved amongst the parties within 10 Business Days from the time of receipt of the notice the subject of Clause 50.3, then Commercial or Childcare and Residential who notified the other parties of the dispute must, within 2 Business Days, advise the other

parties in writing of the names of three potential mediators from Resolution Institute (or relevant body with applicable jurisdiction, from time to time) it wishes to nominate to mediate the dispute.

50.5 Agreement to Mediator

Within 3 Business Days of receiving the nomination as set out in Clause 50.4, the other parties to the dispute must agree to appoint one of the nominated mediators to mediate the dispute.

50.6 Failure to Agree

If the parties are unable to reach agreement as to which nominated mediator should mediate the dispute within 3 Business Days as specified in Clause 50.4, then the party who nominated the mediators in compliance with Clause 50.4 must request that the President of the Law Society of the Australian Capital Territory appoint a mediator.

50.7 Appointment

- (a) The mediation must take place within 20 Business Days of the appointment of a mediator; and
- (b) *Commercial and Childcare and Residential must provide the mediator with a written position paper at least 7 Business Days before the mediation.*

50.8 Mediation

Commercial and Childcare and Residential agrees that:

- (a) both parties must endeavour in good faith to resolve the dispute at the mediation;
- (b) the mediation is confidential;
- (c) *all communications related to the mediation will be without prejudice;*
- (d) they will not seek to join the mediator in any legal proceedings relating to the dispute; and
- (e) each party must bear its own costs of and incidental to the mediation.

50.9 Payment of fees and expenses

- (a) Within 10 Business Days of the appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that are payable to the mediator; and
- (b) Subject to Clause 50.8(e) and/or Clause 50.10, costs of the mediation, including the mediator's fees, will be shared equally between the Parties unless otherwise agreed.

50.10 Failure to enter into mediation

In the event that either Commercial or Childcare and Residential refuse to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay the costs of the mediation.

50.11 Failure to resolve dispute

If the Parties fail to resolve the dispute at the mediation, then either party may commence legal proceedings against the other party.

50.12 Proceedings

Notwithstanding anything else to the contrary contained in this Clause 50, both Commercial and Childcare and Residential may at any time institute court proceedings:

- (a) to seek an urgent interim determination or remedy, including injunctive relief;
- (b) *in the event that any other party has failed to carry out its obligations under this Clause 50; or*
- (c) if it has obtained the written consent of the other parties to do so; or
- (d) if the dispute has failed to resolve at the mediation.

50.13 Continued Performance

Unless prevented by the nature of the dispute, the parties will continue to perform the provisions of this Clause 50 while attempts are made to resolve the dispute.

51. Notices

51.1 Service

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Childcare

Name: Doma Dickson (Residential) Pty Limited
Address: PO Box 5419 Kingston ACT 2604
For the attention of: Ms Sandra Wade

Commercial

Name: Doma Dickson (Residential) Pty Limited
Address: PO Box 5419 Kingston ACT 2604
For the attention of: Ms Sandra Wade

Residential

Name: Doma Dickson (Residential) Pty Limited
Address: PO Box 5419 Kingston ACT 2604
For the attention of: Ms Sandra Wade

Building Management Committee

Name: [INSERT]

Address: [INSERT]

For the attention of: [INSERT]

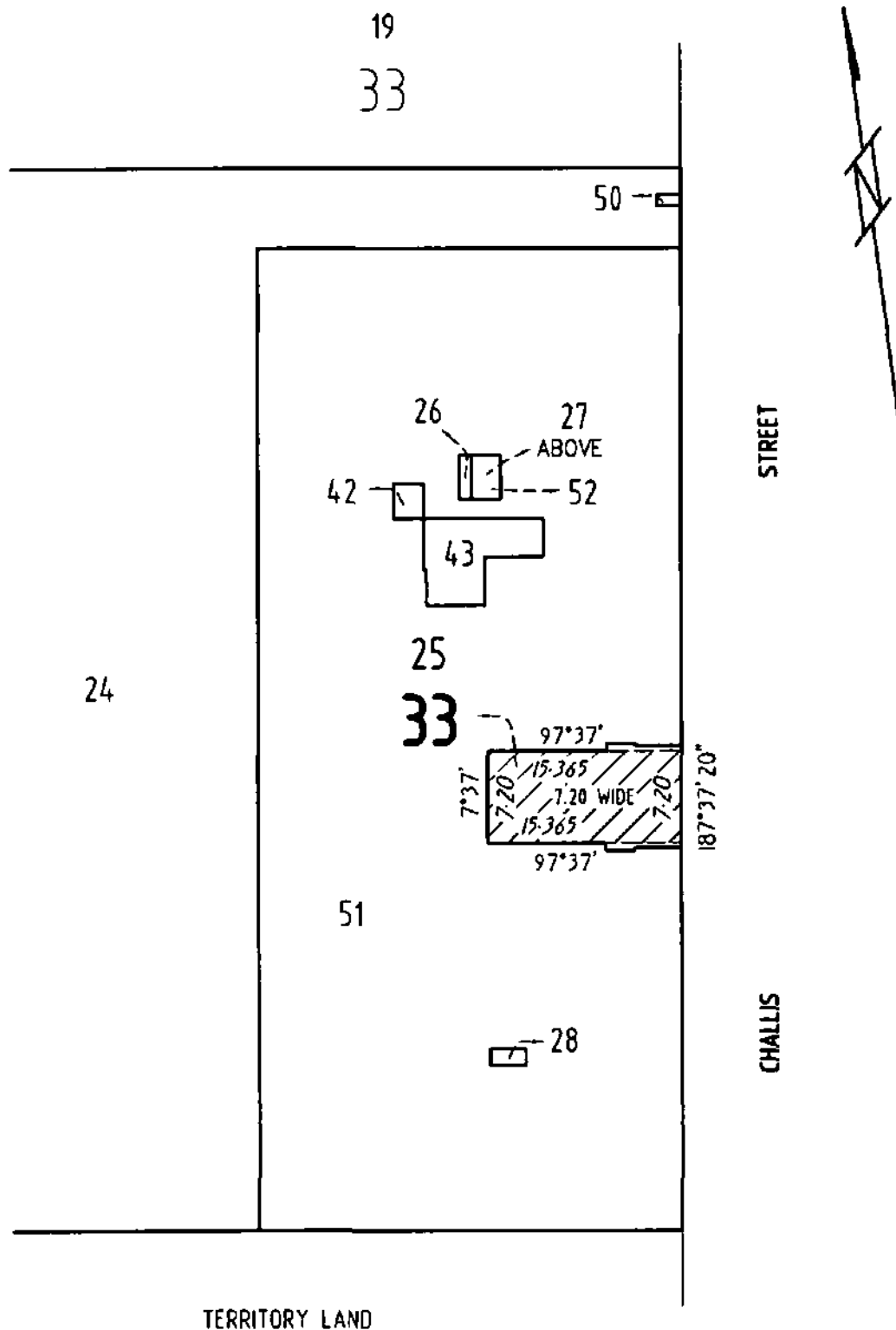
- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address of the addressee, in accordance with Clause 51.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and
 - (iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

51.2 Change of address

Each party must notify the other party of any change in its address for notices.

Schedule 1 - Plan A (Vehicle access by Childcare and Residential - Ground Floor)



PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 577.65 AND LIMITED IN DEPTH TO RL 573.65 & RL 572.68

SEE X22009 FOR FULL BLOCK DIMENSIONS

1:500
Scale 0 5 10 20 METRES

Surveyed W. CAMPBELL
Drawn R. FITZSIMMONS 14/05/2020
Checked
Approved *W. Campbell*
Surveyor Registered under the
Surveyors Act 2007.



CANBERRA
11-13 Lawry Place,
Macquarie, ACT, 2614
Phone 02 6202 7600

GROUND
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 25 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev

Sheet No. 1 of 3 217218.06_EASEMENT.dwg
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Schedule 2 - Plan B (Vehicle Access by Residential - Basement Level 1)

AVENUE

NORTHBOURNE

STREET

CHALLIS

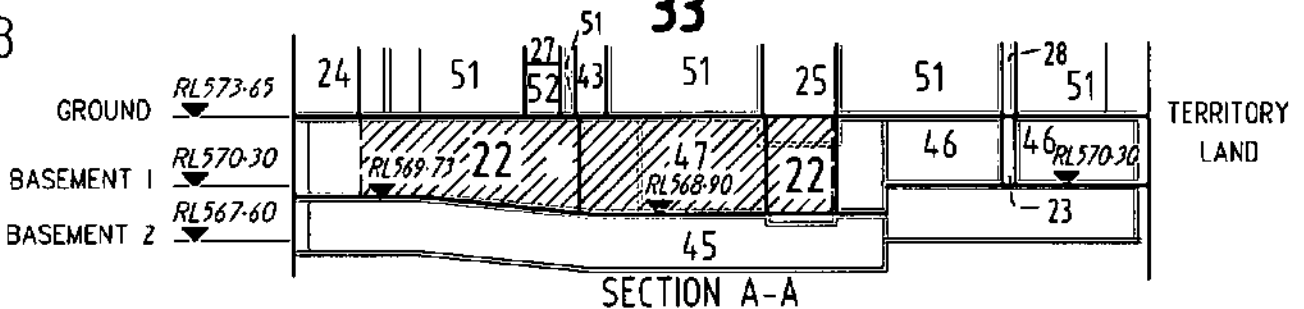
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TERRITORY LAND

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PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90
SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

Surveyed W. CAMPBELL
Drawn R. FITZSIMMONS
Checked
Approved
14/05/2020



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BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Sheet No. 2 of 3 217218.05_EASEMENT.dwg
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Schedule 3 - Plan C (Vehicle Access by Residential - Basement Level 2)

19 33

STREET

CHALLIS

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TERRITORY LAND

 PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60
SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

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Drawn R. FITZSIMMONS 14/05/2020
Checked *[Signature]*
Approved *[Signature]*

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BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 21 SECTION 33
DIVISION OF DICKSON

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Schedule 4 - Plan D (Vehicle Access by Childcare - Basement Level 1)

19 33

AVENUE

NORTHBOURNE

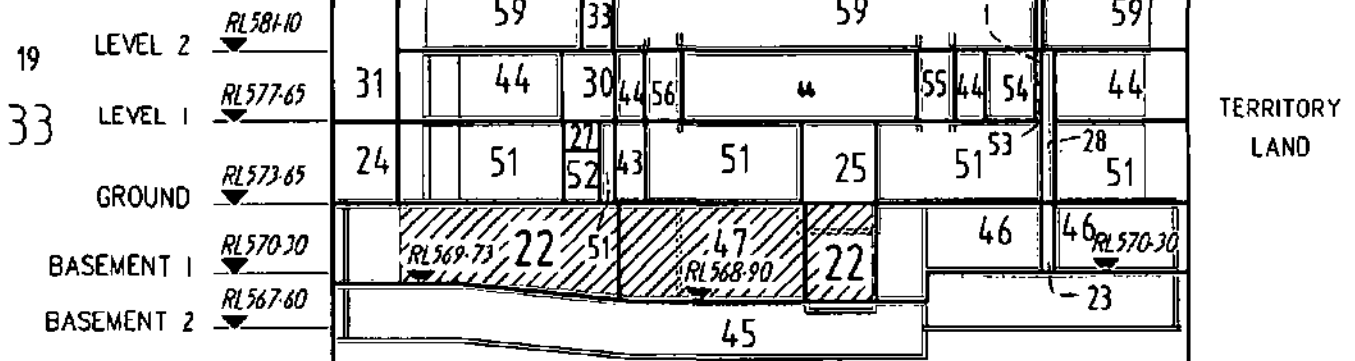
STREET

CHALLIS

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TERRITORY LAND

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PROPOSED EASEMENT FOR VEHICLE ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90

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Scale 0 5 10 20 METRES

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Checked
Approved *R. Campbell*
Reviewed, Registered under the
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Phone 02 6202 7603

BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR VEHICLE ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05

Rev

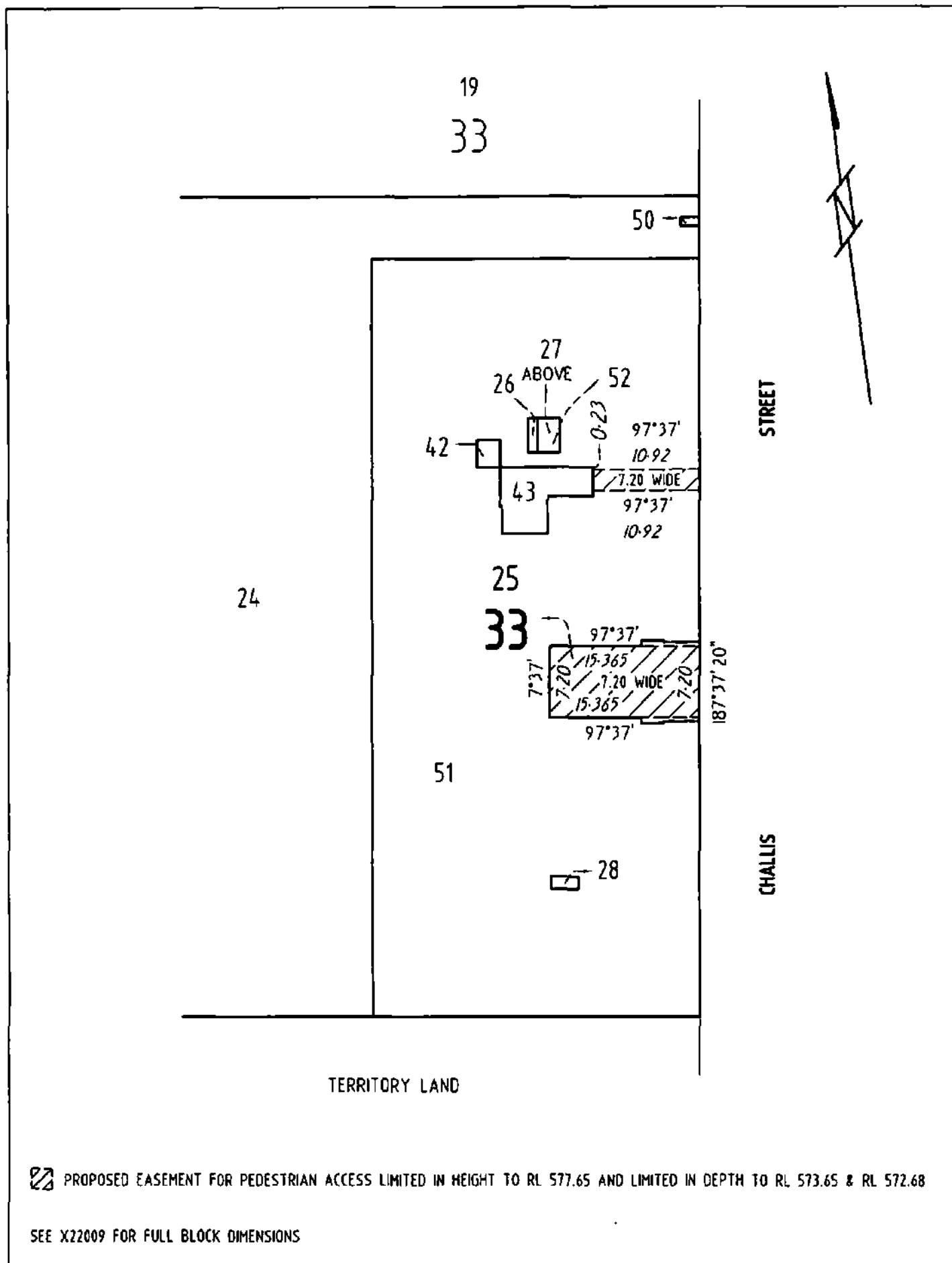
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Schedule 5 - Plan E (Vehicle Access by Childcare - Basement Level 2)

10

Schedule 6 - Plan F (Pedestrian Access by Childcare - Ground Floor)

9.4



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Scale 0 5 10 20 METRES

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Drawn R. FITZSIMMONS
Checked *R. Fitzsimmons*
Approved *R. Fitzsimmons*
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GROUND
PLAN OF PROPOSED EASEMENT
FOR PEDESTRIAN ACCESS
BLOCK 25 SECTION 33
DIVISION OF DICKSON

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Sheet No. 1 of 3
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Schedule 7 - Plan G (Pedestrian Access by Childcare - Basement Level 2)

AVENUE

NORTHBOURNE

STREET

CHALLIS

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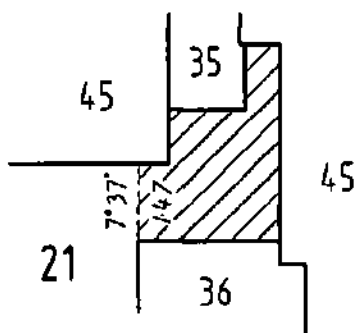
SEE
DIAGRAM

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TERRITORY LAND



DIAGRAM

 PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 570.30 AND LIMITED IN DEPTH TO RL 567.60
SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
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BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR PEDESTRIAN ACCESS
BLOCK 21 SECTION 33
DIVISION OF DICKSON

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Sheet No. 3 of 3 217218 DB_EASEMENT.dwg
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Schedule 8 - Plan H (Pedestrian Access by Residential - Basement Level 1)

19 33

AVENUE

NORTHBOURNE

STREET

CHALLIS

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SEE
DIAGRAM 38

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TERRITORY LAND

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DIAGRAM
NOT TO SCALE

 PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH
TO RL 570.30, RL 569.73, RL 569.66, RL 569.09, RL 568.99 & RL 568.90
SEE X22009 FOR FULL BLOCK DIMENSIONS

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BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR PEDESTRIAN ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Schedule 9 - Plan I (Pedestrian Access by Childcare - Basement Level 1)

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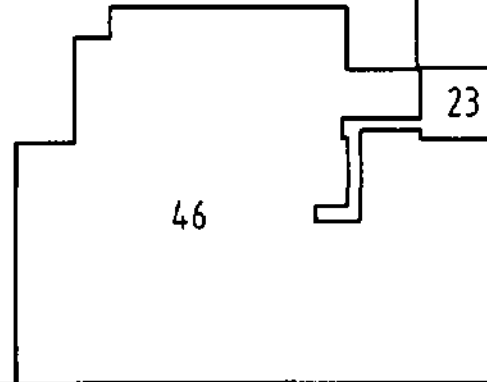
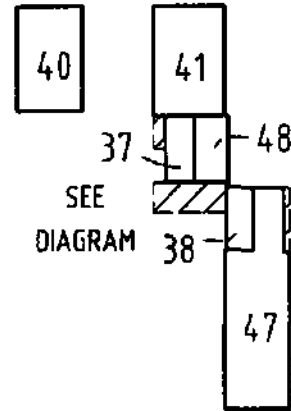
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NORTHBOURNE

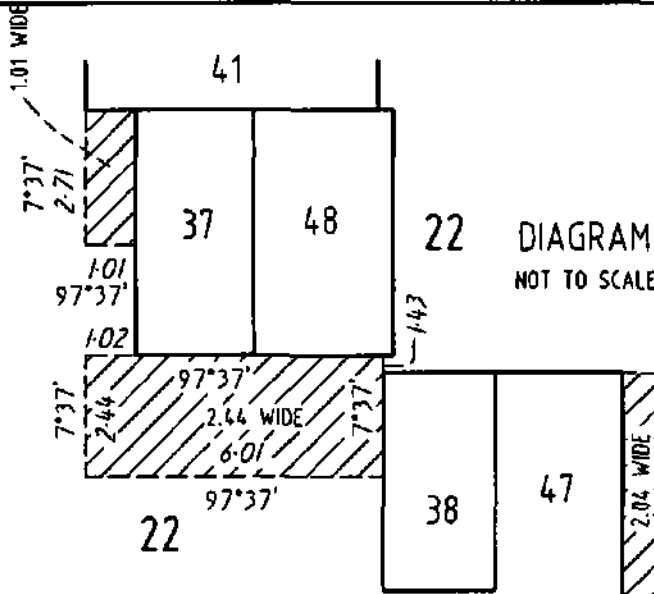
STREET

CHALLIS

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TERRITORY LAND



PROPOSED EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 568.90

PROPOSED EASEMENTS FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30
SEE X22009 FOR FULL BLOCK DIMENSIONS

1:600
Scale 0 5 10 20 METRES

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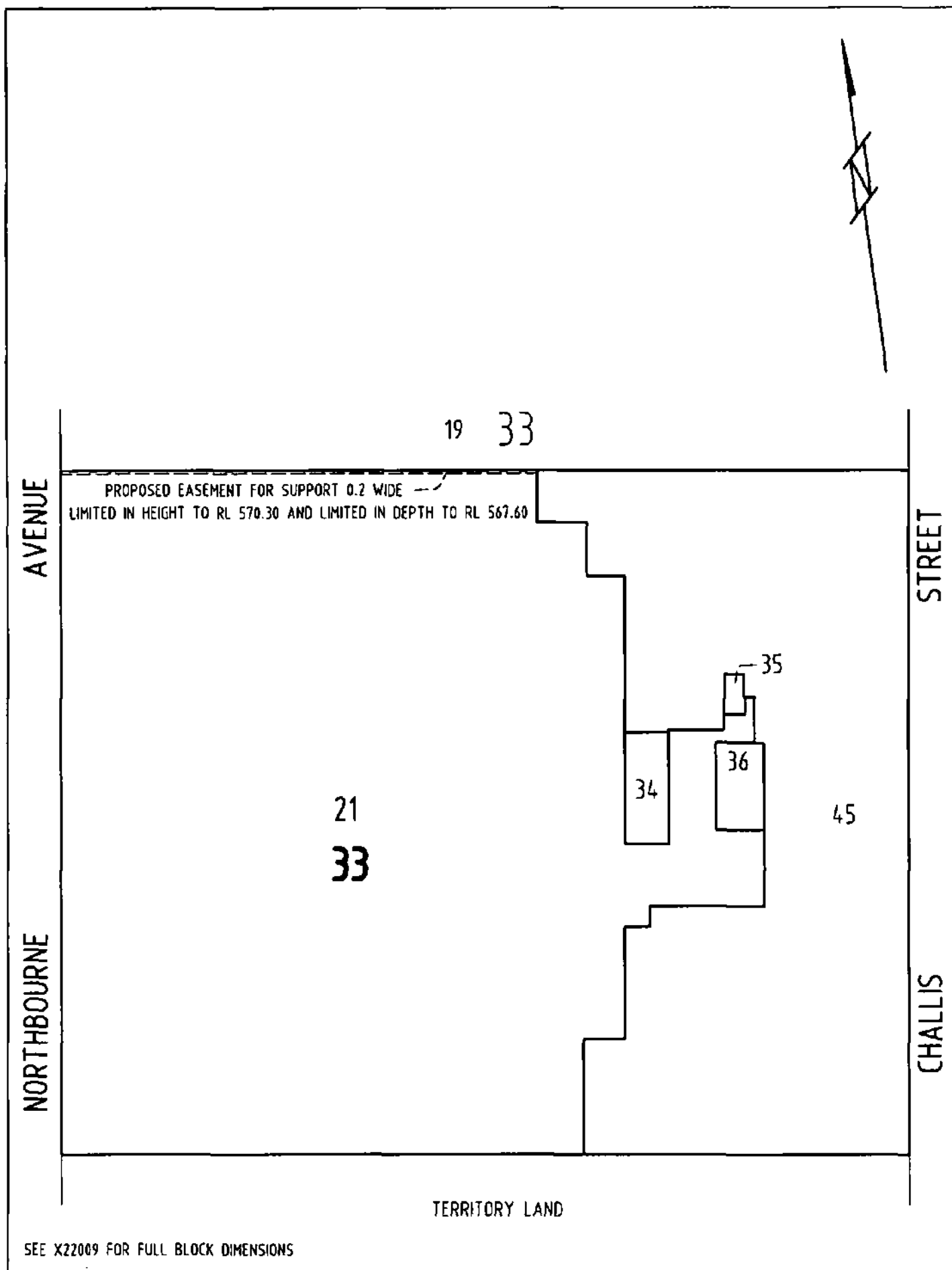
BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR PEDESTRIAN ACCESS
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Schedule 10 - Plan J (Support Easement)



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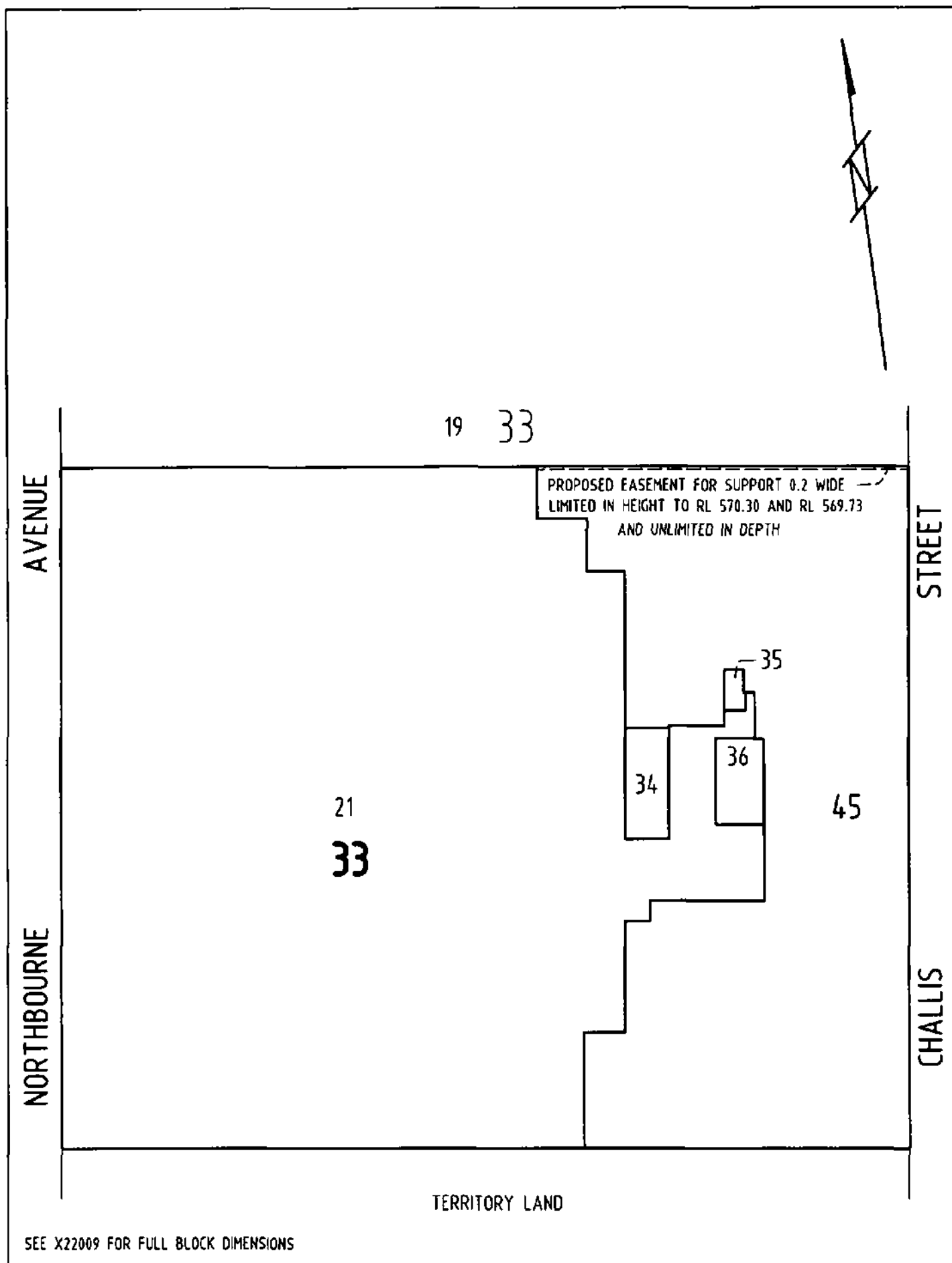
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BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 21 SECTION 33
DIVISION OF DICKSON

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BASEMENT 2
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 45 SECTION 33
DIVISION OF DICKSON

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19 33

PROPOSED EASEMENT FOR SUPPORT 0.2 WIDE
LIMITED IN HEIGHT TO RL 573.65 AND LIMITED IN DEPTH TO RL 570.30 AND RL 569.73

AVENUE

STREET

NORTHBOURNE

CHALLIS

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SEE
DIAGRAM

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TERRITORY LAND

SEE X22009 FOR FULL BLOCK DIMENSIONS

BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR SUPPORT
BLOCK 22 SECTION 33
DIVISION OF DICKSON

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Schedule 11 - Plan K (Utility Services and Infrastructure Easement)

19 33

AVENUE

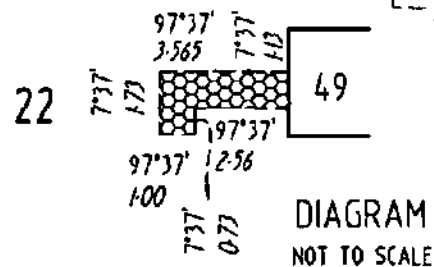
NORTHBOURNE

STREET

CHALLIS

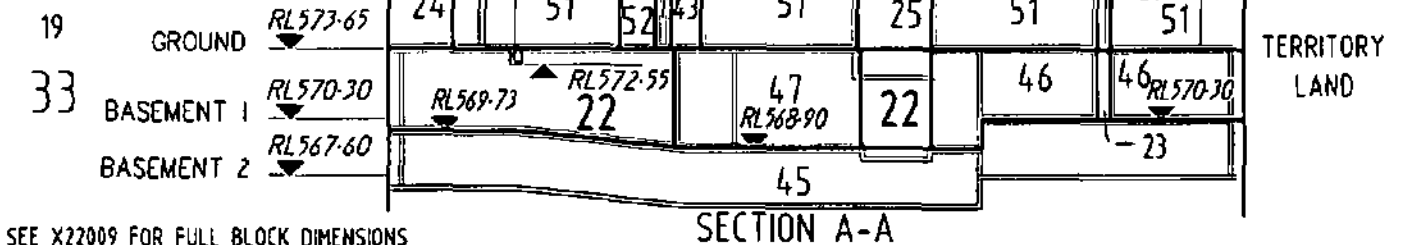
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TERRITORY LAND



PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65

33



1:600
Scale 0 5 10 20 METRES

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Drawn R. FITZSIMMONS
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Approved
14/05/2020
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BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR GAS SUPPLY
BLOCK 22 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05 Rev
Sheet No. 1 of 2 217218.06_EASEMENT.dwg
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19 33

AVENUE

NORTHBOURNE

STREET

CHALLIS

-A

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49

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SEE
DIAGRAM

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41

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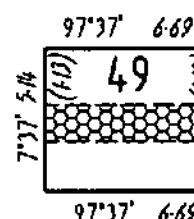
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TERRITORY LAND

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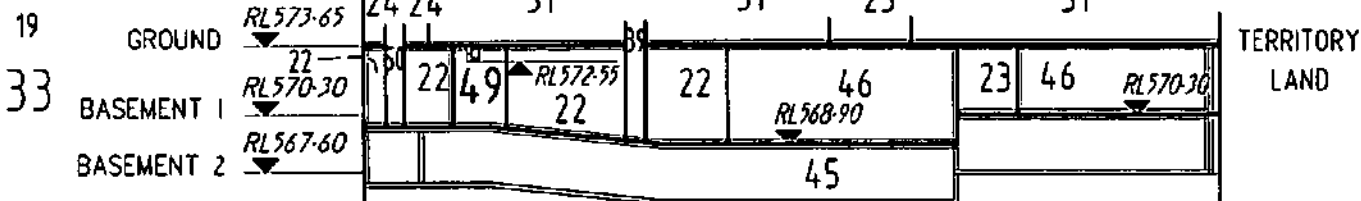


DIAGRAM

NOT TO SCALE

PROPOSED EASEMENT FOR GAS SUPPLY LIMITED IN DEPTH TO RL572.55 AND LIMITED IN HEIGHT TO RL573.65

33



SEE X22009 FOR FULL BLOCK DIMENSIONS

SECTION B-B

1:600
Scale 0 5 10 20 METRES

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Drawn R. FITZGERALDS
Checked
Approved *W. Campbell*
14/06/2020
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BASEMENT 1
PLAN OF PROPOSED EASEMENT
FOR GAS SUPPLY
BLOCK 49 SECTION 33
DIVISION OF DICKSON

Proj No. 01109.05

Rev

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Schedule 12 - Plan L (Encroachment Easement)

PLAN OF
PROPOSED EASEMENT FOR USE
BASEMENT 2
BLOCK 21 SECTION 33
DIVISION OF DICKSON

19
33
DP 11570

PROPOSED EASEMENT FOR USE 0.40 WIDE

21
33
6037m²

34

36

35

45

TERRITORY LAND


Registered Surveyor under
the Surveyors Act 2007

SEE DP 12155 FOR FULL BLOCK DIMENSIONS

1:600 0 5 10 20 30

PLAN OF
PROPOSED EASEMENT FOR USE
BASEMENT I
BLOCK 22 SECTION 33
DIVISION OF DICKSON

19
33
DP 11570

AVENUE

NORTHBOURNE

22
33
7371m²

PROPOSED EASEMENT FOR USE 0.30 WIDE

40

41

37

38

47

46

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49

STREET

CHALLIS

TERRITORY LAND

SEE DP 12155 FOR FULL BLOCK DIMENSIONS


Registered Surveyor under
the Surveyors Act 2007

1:600

0 5 10 20 30

Schedule 13 - Shared Facilities Register

SECTION 01 – SHARED FACILITIES REGISTER

This Section describes:

- a) The shared facilities;
- b) The proportion of the shared costs payable by each of the buildings; and
- c) The method of determining the proportions.

In this Section:

- 1. **Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
- 2. **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.
- 3. **Services Apparatus** means any item of services equipment or any conducting medium.
- 4. **Services Equipment** means an item of plant or equipment in which a service is generated, contained or stores.
- 5. **Exclusive Services Apparatus is Services Apparatus** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.
- 6. **Access to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.**
- 7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	57%	6%	37%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the manager.	57%	6%	37%	1
SF3A	Insurance Basement Levels	This facility includes the insurance requirements for the two basement levels and includes: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy.	72.50%	3.05%	24.45%	3
SF3B	Insurance Building D	This facility includes the insurance requirements for building D, from the ground floor level to the roof and includes:	0%	11%	89%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and h) Other costs incurred by the Committee to affect an insurance policy or under an existing policy.				
SF4	Car Park Access	This shared facility is marked SF4 on the Shared Facilities Plan and provides vehicular access to Blocks L1, L2 and L3. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF4; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and e) Service apparatus required to operate the shared facility. This shared facility excludes any roller shutter which services only one lot.	70%	3%	27%	2
SF5	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room located marked SF5 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and	70%	3%	27%	2

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) Costs and access associated with the operation, maintenance and replacement of the shared facility.				
SF6	Lift	The lift is used for access and egress to and from basement level 2 and level 1 and is marked SF6 on the Shared Facilities Plan. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	80%	20%	0%	5
SF7	Mechanical Plant	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the child care, through the risers marked as SF7 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and Access to the shared facility for operational and maintenance matters.		100%		4
SF8	Electrical Infrastructure	Electrical infrastructure includes: a) The switch room marked SF8 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot; c) Electrical wires, cables and ducts which service each lot; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility; f) Costs for electrical consumption by the shared facility; and g) The service apparatus required to operate the facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.				
SF9	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator located, marked SF9 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.	0%	14%	86%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	57%	6%	37%	1
SF11	Stormwater System	The stormwater system includes: a) The stormwater tank marked SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The on site detention tank marked SF11 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.	0%	14%	86%	1
SF12	Telecommunication System	The telecommunication system includes the: a) Telecommunication room marked SF12 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Telecommunication System (cont.)	d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. The telecommunication system excludes: a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Legal Fees	This shared service includes legal fees incurred by the Committee.	57%	6%	37%	1
SF14A	Fire Control System - Basement	The fire control system is an integrated system located throughout the basement levels. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
	Fire Control System (cont.)	f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panels located anywhere and mimic panels together with their associated electrical components servicing the sprinkler valve room; h) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) Stair pressurisation system; j) All costs associated with obtaining fire safety certification and fire safety statements; and k) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF14B	Fire Control System – Building D	The fire control system is an integrated system located throughout the building D generally. This shared facility includes, without limitation, each of the following items: a) The fire control room shown as SF14 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; f) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; g) Emergency lighting and sound system including all light fittings, batteries and other components	0%	14%	86%	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		forming part of the emergency lighting system; h) Fire Indicator panels located any and mimic panels together with their associated electrical components servicing the sprinkler valve room; i) The fire system Includes the cost to comply with any obligations of the Management Committee regarding fire safety; j) Stair pressurisation system; k) All costs associated with obtaining fire safety certification and fire safety statements; and l) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services installed by a member, owner or occupier.				
SF15	Fire Stairs	The fire stairs are marked SF15 on the Shared Facilities Plan and includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	57%	6%	37%	1
SF16	Security Services	Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots. Security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in shared facilities only; d) Security equipment such as computers and monitors in the room marked SF16 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities; e) The security access card reader located at the entrance to the car park and car lifts;	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		f) Costs and access associated with the operation, maintenance and replacement of the shared facility; g) Access to the shared facility for operational and maintenance matters; and h) Service apparatus required to operate the shared facility.				
SF17	Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.	57%	6%	37%	1
SF18	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	57%	6%	37%	1
SF19	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule including: • SF4 – Car Park Access; • SF5 – Car Park Ventilation and Lighting System; • SF6 – Lift; • SF8 – Electrical Infrastructure; • SF9 – Gas Infrastructure; • SF12 – Telecommunication System; • SF15 – Fire Stairs; • SF17 – Signage.	57%	6%	37%	1
SF20	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system.	57%	6%	37%	1

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			L1 Commercial	L2 Child Care	L3 Residential / Retail	
		This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF21	Waste Storage Room and Waste Removal	The waste storage room is located on the ground floor and is marked SF21 on the Shared Facilities Plan. It is used for the storage of waste generated from the childcare centre in L2 and the commercial tenancies in L3. The facility includes: a) The storage of waste in receptacles provided by the member for the member's own use; b) Costs and access associated with the operation, maintenance and replacement of the shared facility except the waste receptacles; c) The associated exhaust system; d) The service apparatus required to operate the shared facility; and e) Each lot is responsible for the removal of its waste by a private contractor.	0%	16%	84%	6
SF22	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and Preparation of WHS audit report and any other reports required by the Committee.	57%	6%	37%	1

SECTION 02 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Block.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

Schedule 14 - Shared Facilities Plan

NORTHBOURNE

AVENUE

- SF4 - CARPARK ACCESS
- SF5 - CARPARK VENTILATION AND LIGHTING SYSTEM
- SF6 - LIFT
- SF8 - ELECTRICAL INFRASTRUCTURE
- SF11 - STORMWATER SYSTEM
- SF12 - TELECOMMUNICATION SYSTEM
- SF15 - FIRE STAIRS
- SF16 - SECURITY SYSTEM

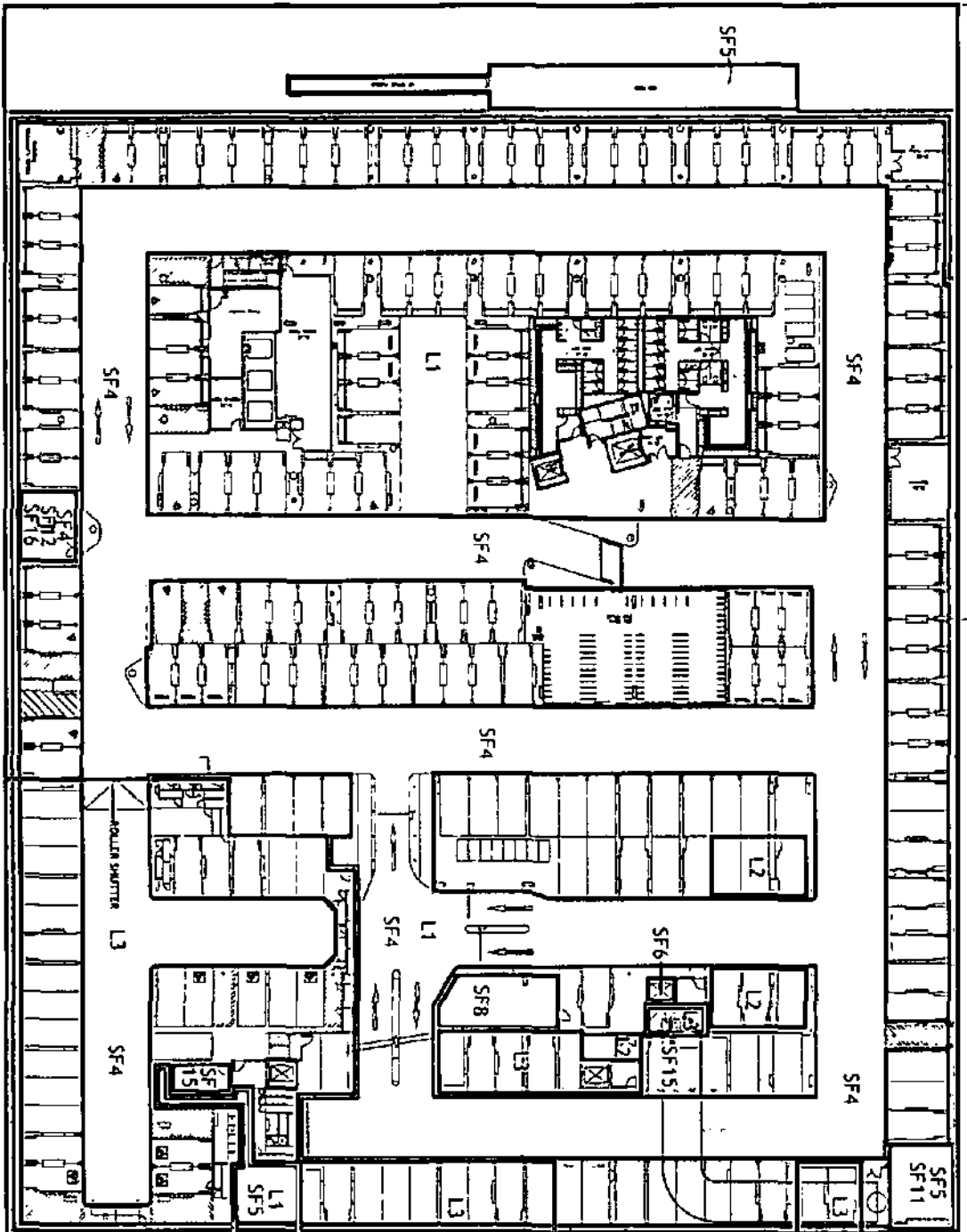
CAPE

BASEMENT 1

STREET

CHALLIS

STREET



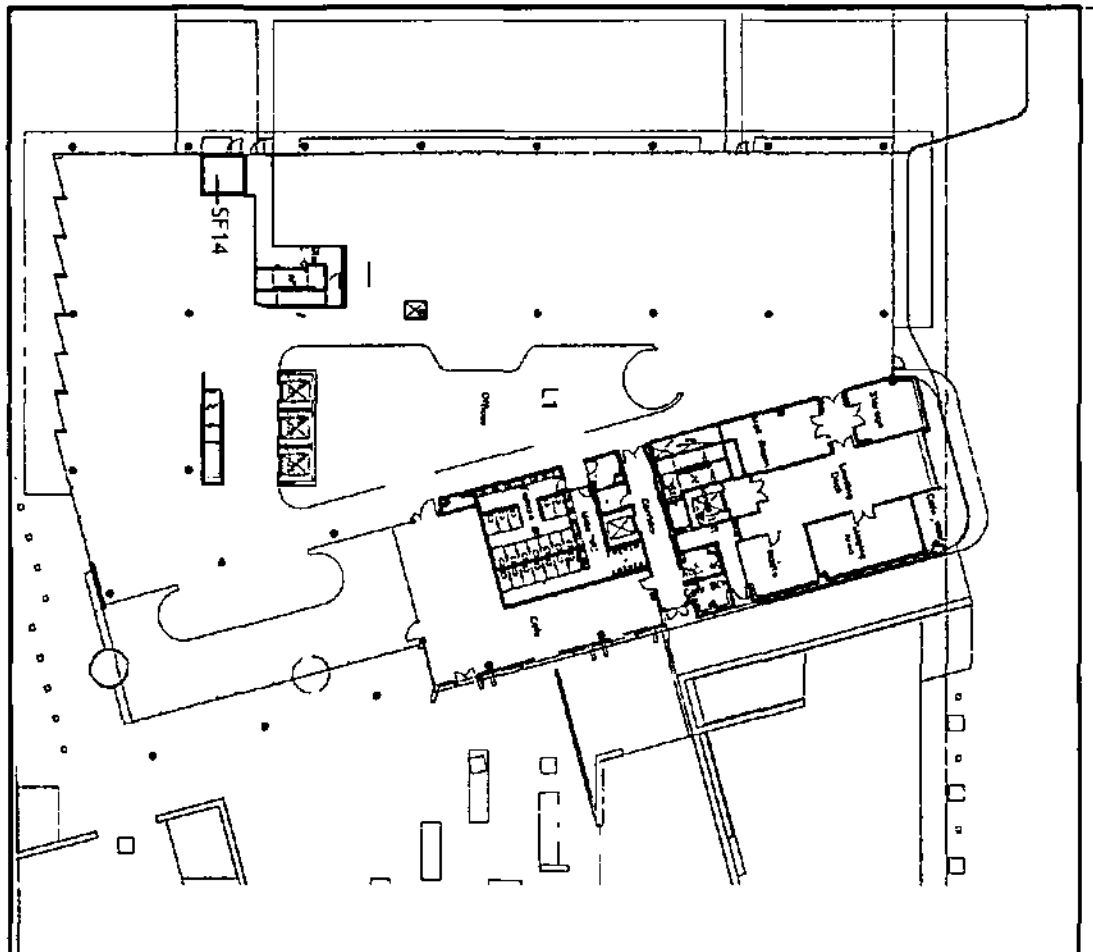
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TEL: (416) 593-1111		TEL: (416) 593-1111		TEL: (416) 593-1111	
FAX: (416) 593-1112		FAX: (416) 593-1112		FAX: (416) 593-1112	
E-MAIL: info@monteathpowys.com		E-MAIL: info@monteathpowys.com		E-MAIL: info@monteathpowys.com	
WWW.MONTEATHPOWYS.COM		WWW.MONTEATHPOWYS.COM		WWW.MONTEATHPOWYS.COM	

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Project No:	DOMA						
Client:	PLAN OF SHARED FACILITIES						
Location:	DEVELOPMENT, ONTARIO						
Date:	17/07/2010						
Drawn By:	7						

NORTHBOURNE

AVENUE



CAPE

STREET

CHALLIS

STREET

SF4 - CARPARK ACCESS
SF5 - CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 - LIFT
SF8 - ELECTRICAL INFRASTRUCTURE
SF9 - GAS INFRASTRUCTURE
SF14 - FIRE CONTROL SYSTEM
SF15 - FIRE STAIRS
SF21 - WASTE STORAGE ROOM AND WASTE REMOVAL

GROUND FLOOR

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AVENUE

CAPE

SF5 - CARPARK VENTILATION AND LIGHTING SYSTEM
SF6 - LIFT
SF15 - FIRE STAIRS

LEVEL 1

STREET

CHALLIS

STREET

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49	update to building 424.000	10	10/10/00						
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Montecath & Powys									
1000									

Executed as a deed.

Executed by Commercial (Grantor)

Executed by Doma Dickson (Residential) Pty Limited ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

Executed by Childcare (Grantee)

Executed by Doma Dickson (Residential) Pty Limited ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

Executed by Residential (Grantee)

Executed by Doma Dickson (Residential) Pty Limited ACN 166 717 335 in accordance with section 127 of the Corporations Act 2001 (Cth):

JURE DOMAZET

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of **Doma Dickson (Residential) Pty Limited ACN 166 717 335**



Signature of sole director and sole company secretary

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3001. 622	Dickson	33	34	
	Dickson	33	35	
	Dickson	33	36	
	Dickson	33	37	
	Dickson	33	38	
	Dickson	33	39	
	Dickson	33	40	
	Dickson	33	41	
	Dickson	33	41	
	Dickson	33	43	
	Dickson	33	44	

FULL NAME OF CONSENTING PARTY

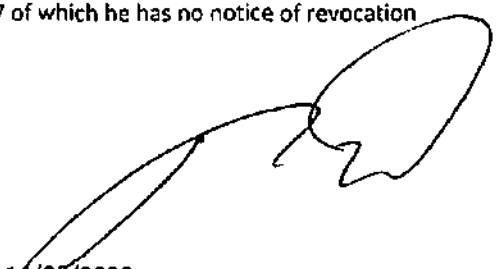
(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER

(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE Transfer & Grant of Easement x 3

EXECUTION	
Print full name of Consenting Party Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation  Dated - 14/08/2020	Print full name and address of witness Fiona Reid Jones 28 Sydney Avenue FORREST ACT 2603  Signature of witness Dated - 14/08/2020

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	026 279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001.623	Dickson	33	45	
	Dickson	33	46	
	Dickson	33	47	
	Dickson	33	48	
	Dickson	33	49	
	Dickson	33	50	
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	Dickson	33	57	
	Dickson	33	58	
	Dickson	33	59	

FULL NAME OF CONSENTING PARTY

(Surname Last) (ACN required for all companies)

Commonwealth Bank of Australia ACN 123 123 124

CONSENT TO REGISTER

(Please specify the purpose of this consent and all parties related to the instrument to be registered)

080- TGE Transfer & Grant of Easement x 3

EXECUTION**Print full name of Consenting Party**

Signed at Canberra on behalf of the COMMONWEALTH BANK OF AUSTRALIA by its attorney JAMES MCCOURT who is an Executive for the time being at Canberra and who is the attorney mentioned and referred to in Power of Attorney No. 0135967 of which he has no notice of revocation

Dated – 14/08/2020

Print full name and address of witness

Fiona Reid Jones
28 Sydney Avenue
FORREST ACT 2603

Signature of witness

Dated – 14/08/2020

OFFICE USE ONLY

Lodged by

Registered by

Data entered by

Registration Date



SUBLEASE

Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
3002:428	Dickson	33	45 - 59	106

FULL NAME OF LESSOR/OWNER (Surname Last) (ACN required for all companies)

Group 28 Pty Limited ACN 631 464 492

FULL NAME AND POSTAL ADDRESS OF LESSEE/TENANT (Surname Last) (ACN required for all companies)

Eden Hair and Beauty Pty Limited ACN 600 205 052 of 15 Giblin Street, Downer ACT 2602

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) -

AREA BEING LEASED (Tick one box only)

☐ Is this a Declared Land Sublease	Requires plan signed by Surveyor-General and approval from Territory Planning Authority
☒ Whole of the Land	
☐ Part of Land containing no building/s	DEALINGS WITH LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE TERRITORY PLANNING AUTHORITY
☐ Part of Building or Land containing building/s	Area/Shop/Tenancy on Sublease Plan/s No.

CONDITIONS (Tick whichever is applicable)

The covenants implied at sections 119 and 120 of the <i>Land Titles Act 1925</i> are hereby negated.	☒
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	☐
The covenants and conditions set out in the annexure attached are deemed to be incorporated	☒
Provide registered MOP number	☐

TERRITORY PLANNING AUTHORITY – MINISTER’S / DELEGATE’S CONSENT – DEALINGS WHERE THE SUBLEASE IS A DECLARED LAND SUBLEASE AND LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE TERRITORY PLANNING AUTHORITY

SUBLEASE COMMENCEMENT DATE

1 July 2026

SUBLEASE TERMINATION DATE

30 June 2031

CERTIFICATION *Delete the inapplicable

Lessor

- *The Certifier has taken reasonable steps to verify the identity of the Lessor or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Benjamin Thomas Grady
Solicitor
for: Terracon Legal

on behalf of the Lessor

CERTIFICATION *Delete the inapplicable

Lessee

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Benjamin Thomas Grady
Solicitor
for: Terracon Legal

on behalf of the Lessee

OFFICE USE ONLY

Lodged by

Registered date / by

Data entered by

Attachments/Annexures



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

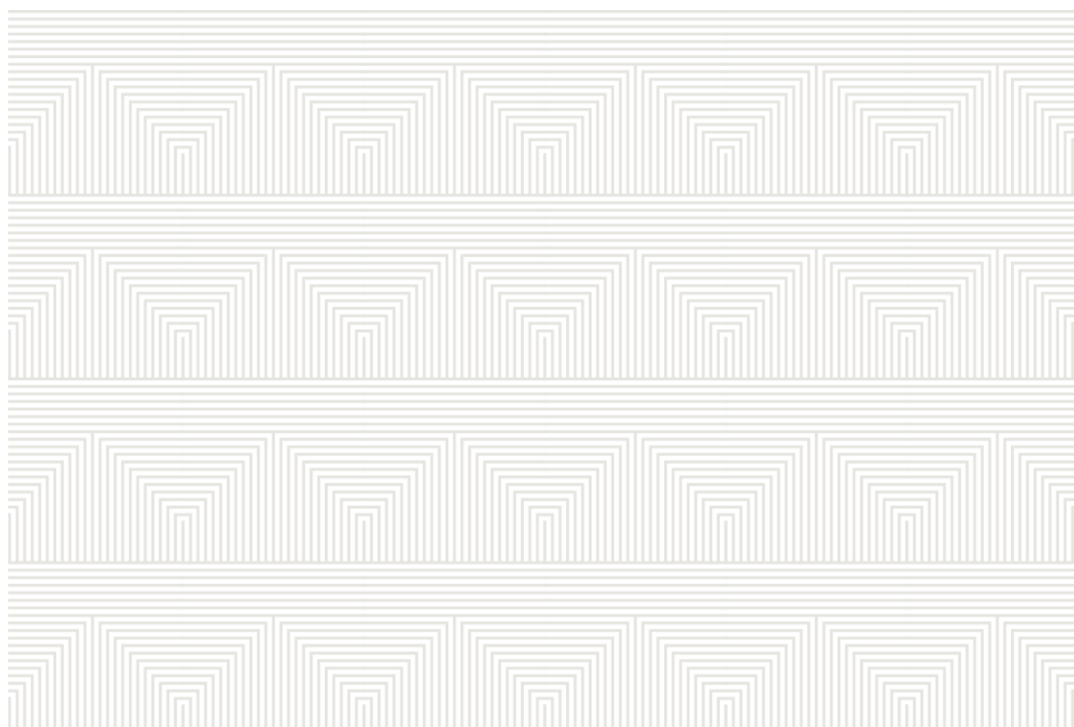
TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3002:428	Dickson	33	45-59	106	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Sublease Form 072-SL	

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Group 28 Pty Limited ACN 631 464 492 (Lessor) and Eden Hair and Beauty Pty Limited ACN 600 205 052 (Lessee)

Lease

Unit 106 in Units Plan 12812 Block 45 -59
Section 33 District Dickson



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Reference Schedule

DATE:

ITEM	TERM	MEANING
1	Land	Unit 106 Block 45-59 Section 33 Division Dickson
2	Landlord	Group 28 Pty Limited ACN 631 464 492
3	Tenant	Eden Hair and Beauty Pty Limited ACN 600 205 052
4	Premises	The whole of the Land
5	Commencement Date	1 July 2026
6	Termination Date	30 June 2031
7	Term	Five (5) years
8	Rent	\$110,909.00 plus GST per annum
9	Option Term	Two further terms of five (5) years each
10	Review Dates	Rent is increased on each anniversary of the Commencement Date during the Term and any Option Term as follows: Fixed Review Date 1 July 2027 – 3% fixed increase 1 July 2028 – 3% fixed increase 1 July 2029 – 3% fixed increase 1 July 2030 – 3% fixed increase <i>If the Option Term is exercised:</i> 1 July 2032 – 3% fixed increase 1 July 2033 – 3% fixed increase 1 July 2034 – 3% fixed increase 1 July 2035 – 3% fixed increase CPI Review Date Not used Market Review Date <i>If the Option Term is exercised:</i> 1 July 2031
11	Trading Hours	Standard building trading hours of 8.00am to 6.00pm Monday to Saturday (excluding Public Holidays or as otherwise agreed with the Landlord subject to any direction from any relevant Authority)
12	Address For Service	Landlord 16/50 Geils Ct, Deakin ACT 2600 Tenant 15 Giblin Street, Downer ACT 2602
13	Guarantor	While Eden Hair and Beauty Pty Limited ACN 600 205 052 is the Tenant this item is not applicable. Otherwise, personal guarantees from all directors of a proprietary limited company that is, or becomes, the Tenant during the Term are required



14	Permitted Use	Shop, limited to Personal Services, including but not limited to hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office.
15	Security	An amount equal to three (3) months' Rent (plus GST) being \$30,499.98 (inc GST) as at the Commencement Date.
16	Public Liability Insurance	A. Public Liability \$20 million B. Plate Glass Full replacement value C. Other All policies of cover that a usual and prudent business operation in a similar business to the Tenant's business would implement from time to time
17	Rent Commencement Date	The Commencement Date
18	Trading Name	Eden Hair Energy
19	Tenant's Percentage	Not Applicable
20	Interest Rate	12% per annum
21	Base Year	Not Applicable
22	Registration	Yes



Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Lease, the following terms have the following meanings, unless the context otherwise requires:

- (a) **Air Conditioning** means any air conditioning plant and equipment servicing the Premises as at the Commencement Date or as installed by the Landlord during the Term.
- (b) **Authority** means any government, administrative, statutory, municipal, public or other agency, commission, tribunal or body having jurisdiction with respect to the Premises or the Building or Land (including occupation or use of the same).
- (c) **Bank Guarantee** means a bank guarantee which must:
 - (i) be issued in a form approved by the Landlord;
 - (ii) be issued by a bank licensed under the *Banking Act 1959* (Cth);
 - (iii) contain an unconditional undertaking to pay the Landlord on demand, and any other terms required by the Landlord;
 - (iv) subject to clause 14(c), be for the amount specified in Item 15 of the Reference Schedule; and
 - (v) have no expiry date.
- (d) **Base Year** means the year specified in Item 21 of the Reference Schedule.
- (e) **Building** means all structures and improvements on the Land and includes all plant, equipment, fixtures and fittings on the Land owned by the Landlord.
- (f) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the State where the Building is located.
- (g) **Commencement Date** means the date specified in Item 5 of the Reference Schedule.
- (h) **Common Area** means the areas of the Land not let or intended to be let to tenants and intended for common use by occupiers of the Land and visitors to the Land.
- (i) **Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Land, the Premises or the surrounding environment unsafe or unfit for use, habitation or occupation by persons or animals or otherwise environmentally degraded and "Contaminant" has a corresponding meaning.
- (j) **Control** means a power or control that is direct or indirect or is, or can be, exercised as a result of, by means of, or by the revocation or breach of a trust, an agreement, a practice, or any combination of them. This applies whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else.
- (k) **Corporations Act** means the *Corporations Act 2001* (Cth) and any regulations, and other legislative instruments made in relation to the same.
- (l) **CPI** means the Consumer Price Index (All Groups) for Canberra published by the Australian Bureau of Statistics and in the event that this index is discontinued or abolished, such price index as the Australian Bureau of Statistics substitutes for it.
- (m) **Crown Lease** means the crown lease for the Land as varied from time to time.
- (n) **Disclosure Statement** means a disclosure statement relating to the Premises given by the Landlord to the Tenant in accordance with the Leases Act.



- (o) **Existing Fitout** means the plant and equipment owned by the Tenant and forming part of the Tenant's Property as at the Commencement Date.
- (p) **Fixed Review Date** means a review of the Rent in accordance with clause 3.3.
- (q) **Guarantor** means the person specified in Item 13 of the Reference Schedule.
- (r) **Insolvency Event** means for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.
- (s) **Land** means the land specified in Item 1 of the Reference Schedule.
- (t) **Landlord** means the landlord specified in Item 2 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns, and in either case includes the person entitled to possession of the Premises when the Lease comes to an end.
- (u) **Landlord's Assessment** means the Landlord's written determination of the current market rent for the Premises from the relevant Review Date.
- (v) **Landlord's Property** means the fixtures, fittings, furnishings, plant, equipment and other property owned by the Landlord (or provided by the Landlord) on the Land, including but not limited to the air conditioning plant and equipment located within the Premises.
- (w) **Law** means any act, regulation, rule, ordinance, by-law, code, legislation, delegated legislation or the listing rules of a recognised stock exchange on which the Tenant may be listed.
- (x) **Lease** means this lease and any equitable or common law lease relating to it (or otherwise evidenced by this document) and any document varying this lease.
- (y) **Leases Act** means the *Leases (Commercial and Retail) Act 2001* (ACT).
- (z) **Market Review Date** means a review of the Rent in accordance with clause 3.5.
- (aa) **Motor Vehicle** means a registered motor vehicle (which includes a registered motorbike) the details of which (such as make and registration number) have been notified to the Landlord.
- (bb) **Option Term** means the period specified in Item 9, which begins at midnight at the beginning of the Commencement Date as specified in Item 9 and ends at midnight at the end of the Termination Date as specified in Item 9.
- (cc) **Outgoings** means all amounts paid or payable by the Landlord in connection with the Land (plus GST on those amounts to the extent that the Landlord does not receive an input tax credit for that GST) including, but not limited to, the following:
 - (i) (rates and levies) rates, rents, levies and other charges payable to any Authority;
 - (ii) (taxes) imposts, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Authority, including land tax on the basis that the only land the Landlord owns is the Land, and to the extent the Landlord can legally recover land tax;
 - (iii) (insurance) any insurance premium and other expense relating to any insurance policy in respect of the Land, its use and the Landlord's Property including, but not limited to, insurance in respect of workers compensation, public liability, consequential loss and loss of rent insurance;
 - (iv) any other items specified in the Disclosure Statement as outgoings to which the Tenant must contribute to the extent any such charges are not capital costs or otherwise prohibited under the Leases Act,but not including capital expenditure or depreciation.



- (dd) **Outgoings Year** means the 12 month period ending on 30 June in each year or on another day specified by notice from the Landlord to the Tenant.
- (ee) **Owners Corporation** means the manager or owners corporation for the Units Plan as defined in the Unit Titles (Management) Act 2011 (ACT).
- (ff) **Permitted Use** means the permitted use specified in Item 14 of the Reference Schedule.
- (gg) **Personal Property** has the meaning given to that term in the PPS Act.
- (hh) **PPS Act** means the *Personal Property Securities Act 2009* (Cth).
- (ii) **PPSR** means the Personal Property Securities Register to secure the interest in personal property.
- (jj) **Premises** means the area situated on the Land and described in Item 4 of the Reference Schedule extending to:
 - (i) the Landlord's Property in the Premises; and
 - (ii) pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other utilities and supplies, situated within, above or under the Premises which connect those utilities to the Premises.
- (kk) **Public Liability** means public liability insurance for the amount specified in Item 16 of the Reference Schedule covering death and injury to persons entering or near the Premises which expressly refers to and covers all of the Tenant's obligations under the Lease.
- (ll) **Rent** means the amount as specified in Item 8 of the Reference Schedule as varied by this Lease.
- (mm) **Rent Commencement Date** means the date specified in Item 17 of the Reference Schedule.
- (nn) **Rent Review Method** means the method specified in Item 10 of the Reference Schedule.
- (oo) **Reference Schedule** means the reference schedule at the beginning of this Lease.
- (pp) **Review Date** means the date specified in Item 10 of the Reference Schedule.
- (qq) **Rules** means the rules for the Building issued by, or on behalf of, the Landlord from time to time to the tenants of the Building during the Term.
- (rr) **Security** means the security required under Item 15 of the Reference Schedule in the form of a Bank Guarantee or bond.
- (ss) **Security Interest** has the meaning given to that term in the PPS Act.
- (tt) **Services** means all services and systems provided to or servicing the Land including the provision of any electricity, energy, telephone, water, sewerage, fire services, lift, air conditioning, lighting, escalators, drainage, emergency lighting, sprinkler systems or related devices, hydraulic services, plant rooms, loading docks and storage areas and the fittings, fixtures, appliances, equipment or plant utilised for providing any such Services and includes and service or system utilised for access to the Building.
- (uu) **Signage** means any notice or representation for the purposes of advertisement, announcement or direction and includes any sign, symbol, advertisement, neon light and other light.
- (vv) **Special Conditions** means the special conditions in Schedule 1.
- (ww) **State** means the state or territory in which the Land is situated.
- (xx) **Tenant** means the tenant specified in Item 3 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns.
- (yy) **Tenant's Agent(s)** means every agent, employee, contractor or invitee of the Tenant.
- (zz) **Tenant Contribution** means, in respect of each Outgoing Year:
 - (i) if a Base Year is specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule multiplied by the increase in Outgoings since the Base Year; and



- (ii) if a Base Year is not specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule, the percentage multiplied by all Outgoings.
- (aaa) **Tenant's Property** means all the plant and equipment, furniture, fixtures, fittings and other articles in the Premises, including the Existing Fitout, which are not the Landlord's Property.
- (bbb) **Tenant's Share** means the amount the Premises bears to the total net lettable area of the Building on the Land (whether leased, licensed or otherwise by any person).
- (ccc) **Term** means the term specified in Item 7 of the Reference Schedule.
- (ddd) **Termination Date** means the date specified in Item 6 of the Reference Schedule and includes expiration of the lease by expiration of time, termination, surrender, by operation of law or any other means of this Lease expiring (but will not include the Termination Date if the Tenant properly exercises their option for the Option Term in accordance with this Lease).
- (eee) **Trading Hours** has the meaning given in Item 11 of the Reference Schedule.
- (fff) **Trading Name** means the name given in Item 18 of the Reference Schedule.
- (ggg) **Units Plan** means the units plan as defined in the *Unit Titles Act 2001* (ACT) for the Premises as varied from time to time.
- (hhh) **Valuer** means a full member (for at least five years) of the ACT Division of the Australian Property Institute who:
 - (i) is licensed to practice as a valuer of the same type of property as the Premises;
 - (ii) has at least five years' experience in valuing that type of property; and
 - (iii) is active in the market for valuation of that type of property.

1.2 Interpretation

In this Lease:

- (a) words referring to persons include bodies corporate, associations, government bodies, executor, administrator or successor in law;
- (b) a reference to one gender includes both male and female;
- (c) a reference in singular includes a reference to the plural (and vice versa);
- (d) headings are for convenience and are not intended to form part of this Lease;
- (e) a reference to legislation is a reference to legislation as amended, re-enacted, replaced and includes any subordinate legislation issued under it;
- (f) if an example is given, that example does not limit the scope of the thing being described;
- (g) a reference to an Item is a reference to an item in the Reference Schedule; and
- (h) any term defined in the Reference Schedule, has the same meaning throughout this Lease.

1.3 Business Days

If the day on or by which a person must do something under this Lease is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and



- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (i) a representation, warranty or undertaking is given by each of them separately; and
 - (ii) a reference to that party or that term is a reference to each of those persons separately.

1.5 Treatment of Laws

All covenants on the part of the Tenant implied by section 20(3) of the Leases Act or sections 119, 120 or 121 of the *Land Titles Act 1925* (ACT) are excluded to the extent permissible at Law.

2 Grant of the Lease

2.1 Grant of Lease

- (a) The Landlord leases the Premises to the Tenant on the terms and conditions of this Lease subject to any prior encumbrances on the title to the Land.
- (b) The term of this Lease will be for the period beginning on the Commencement Date and terminating on the Termination Date.

2.2 Holding Over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Termination Date, and the Tenant has not properly exercised their option for any further Option Term in accordance with this Lease, the Tenant is a monthly tenant and must pay in advance on the first day of each month:
 - (i) one twelfth of the Rent; and
 - (ii) any other money payable under this Lease,increased by 5%, and then increased by that same percentage on the anniversary of that date each year.
- (b) The Security will continue to be held by the Landlord under any holding over period.
- (c) Subject to clause 2.2(a), the monthly tenancy will be on the same terms as this Lease aside from any changes that are necessary due to the monthly nature of the tenancy.
- (d) Either party may terminate the monthly tenancy by giving one months' written notice.

3 Rent and Outgoings

3.1 Rent

- (a) The Tenant must pay the Landlord the Rent for the Term by equal monthly instalments by electronic funds transfer to the Landlord's nominated bank account or by any other payment method as directed by the Landlord from time to time.
- (b) The first payment of Rent will be due on the Rent Commencement Date, and each monthly payment will be due in advance on the first day of each month thereafter.

3.2 Rent Reviews

The Rent will be adjusted on the Review Date by the Rent Review Method.



3.3 Fixed Review Date

For any Fixed Review Date, the Rent payable from the Review Date is the Rent payable immediately before that Review Date, plus an amount equal to the Rent multiplied by the percentage or increased to the amount appearing in Item 10 of the Reference Schedule.

3.4 CPI Review Date

For any CPI Review Date, the Rent payable from the Review Date is calculated as follows:

$$A = \frac{B \times C}{D}$$

where:

A is the Rent payable from the Review Date;

B is the Rent payable immediately before the Review Date;

C is the CPI last published prior to the Review Date; and

D is the CPI last published prior to the last Review Date. If this is the first Review Date under this Lease then the last Review Date under this clause 3.4 is deemed to be the Commencement Date.

3.5 Market Review Date

For any Market Review Date, the Rent will be reviewed in accordance with the following process:

- (a) not earlier than 3 months before and any time after a Market Review Date, the Landlord may issue the Tenant with the Landlord's Assessment of the new rent which is to apply from that Market Review Date (**New Market Rent**). If the Landlord does not give a notice in accordance with clause 3.5(a), the Market Review Date will be deemed to be a Fixed Review Date and clause 3.3 will apply;
- (b) if the Landlord has not issued a notice of assessment of the new Rent before the Market Review Date then the Rent payable from that Market Review Date will be the Rent payable on the date immediately prior to that Market Review Date increased by 5%;
- (c) if the Tenant does not agree with the Landlord's Assessment of the New Market Rent, then the following process will apply:
 - (i) the Tenant must provide the Landlord with a notice that the Tenant disputes the New Market Rent and requires the Market Rent Review to be conducted in accordance with this clause 3.5(c);
 - (ii) if the parties cannot agree on the New Market Rent within 14 days after the Landlord receives the notice from the Tenant under clause 3.5(c)(i), either the Landlord or the Tenant may ask the Magistrates Court to refer a dispute regarding the New Market Rent for mediation;
 - (iii) after the Magistrates Court receives a request to refer the dispute to mediation, it must either:
 - (A) if a court considers that the mediation would not be productive or if the parties agree – after consultation with the parties, appoint a Valuer to determine the New Market Rent; or
 - (B) refer the dispute to a mediator for mediation;
 - (iv) if the Magistrates Court refers a dispute for mediation, the mediator must report the result of the mediation to the court not later than 28 days after the dispute was referred;
 - (v) if the mediator reports to the Magistrates Court that the parties cannot agree on the New Market Rent, the court must, after consultation with the parties, appoint a Valuer to work out the New Market Rent;



- (vi) the Valuer, if appointed, will determine the New Market Rent in accordance with schedule 1 of the Leases Act and provide a report (**Valuer's Report**) to the Magistrates Court within 28 days after the appointment. On receiving the Valuer's Report, the Magistrates Court must provide the parties with a copy;
- (vii) the New Market Rent determined under the Valuer's Report will be the new Rent if the parties fail to agree on a different rent to be charged within 14 days after being given a copy of the Valuer's Report.

3.6 Outgoings

The Parties agree and acknowledge that all Outgoings payable in connection with the Premises are included in the Rent and payable by the Tenant in accordance with clause 3.1.

3.7 Services and Utilities

The Tenant must pay:

- (a) all charges, licence and inspection fees arising from the Tenant's use of the Premises;
- (b) to the relevant Authority when payment is due all charges for telephone, gas, electricity provided to the Premises which are assessed independently from the Land; and
- (c) if a fire alarm is triggered due to the negligent act or omission of the Tenant or the Tenant's Agents, the Tenant must pay, or reimburse the Landlord for, all costs incurred as a consequence, including charges imposed by the relevant fire authority.

3.8 Interest on overdue amounts

If any instalment of Rent or any money due under this Lease (including Outgoings) by the Tenant to the Landlord remains unpaid for five (5) Business Days, whether any demand has been made by the Landlord or not, the Tenant will pay the Landlord interest at the rate specified in Item 20 of the Reference Schedule from the date that the relevant amount was due until the entire overdue amount is received by the Landlord. This clause does not limit any other rights that the Landlord may have.

3.9 Grease Trap

- (a) This clause only applies where there is within, or connected to, the Premises any grease trap or exhaust ducts.
- (b) The Tenant is responsible for all costs associated with the cleaning and servicing any grease trap or exhaust duct riser or fan connected to or servicing the Premises, including any preventative maintenance.
- (c) The Tenant must:
 - (i) enter into a contract with a reputable service provided for the purpose of servicing and maintenance of any grease trap or exhaust ducts in the Premises;
 - (ii) arrange for any grease trap to be emptied and cleaned every three (3) months, and any exhaust duct to be cleaned at least twice a year or on such other occasions required by any Authority, at its cost entirely;
 - (iii) provide the Landlord with a copy of the service contract entered into pursuant to clause 3.9(a) if requested by the Landlord within 5 Business Days; and
 - (iv) provide the Landlord with evidence that such cleaning and servicing of any grease trap or exhaust ducts has been completed in accordance with clause 3.9(b), by providing the Landlord with a valid tax invoice.

3.10 Flushing fixtures

Despite any other provision in this Lease, the Tenant must meet the full amount of any levy, charge, duty, impost or other tax imposed in relation to flushing fixtures installed in the Premises by or for the Tenant.



4 Maintenance and repairs

4.1 General

The Tenant must:

- (a) keep the Premises (including any shop front of the Premises) and any areas exclusively used by the Tenant in a clean and tidy condition at all times and in good and substantial repair and working condition except for any fair wear and tear;
- (b) repair the Premises within fourteen (14) days after being served with a notice of any defect or lack of repair for which the Tenant is responsible. If the Tenant does not comply the Landlord may (without being required to do so and without prejudice to any other rights which the Landlord may have against the Tenant) carry out the repairs, the cost of which will become a debt immediately due and payable by the Tenant to the Landlord and if not paid will be recoverable by the Landlord;
- (c) maintain in proper working order and arrange for the relevant inspections of all fire prevention and detection equipment as required by Law;
- (d) maintain all finished surfaces in good condition and re-finish those surfaces in a workmanlike manner with good quality materials when reasonably required by the Landlord and at the expiry or earlier termination of this Lease;
- (e) keep the Premises free of rubbish and keep all waste in proper receptacles and arrange for its regular removal;
- (f) immediately repair any damage to the Premises (including, but not limited to, any plate glass including interior windows), Building or Landlord's Property caused by the Tenant or any of the Tenant's Agents;
- (g) immediately replace any faulty or broken door and window locks and fittings;
- (h) immediately replace any faulty or broken or damaged heating, lighting, plumbing or electrical equipment in the Premises; and
- (i) keep the Premises free from any pests and (if required by the Landlord) engage a professional exterminator approved by the Landlord to remove or prevent pest infestation at the Tenant's own cost.

4.2 General prohibitions

The Tenant must not and must ensure that the Tenant's Agents do not:

- (a) allow anyone to sleep on the Premises or hold any auction, fire or bankruptcy sale or public meeting on the Premises;
- (b) cause any nuisance, disturbance or damage to the Landlord or any other tenant or occupant of the Land as well as any user of neighbouring land;
- (c) except where a client or visitor of the Tenant's business is accompanied by a pet and the pet departs with the client or visitor, keep any animals or birds on the Premises;
- (d) place in the Premises any Tenant's Property which does or could, in the Landlord's opinion, overload any part of the Building or Land, damage the Premises or disturb the efficient operation of any Service;
- (e) do anything which could prejudice the Landlord's interest in the Premises or the Land;
- (f) smoke, or vape on the Land (unless there is a designated smoking area);
- (g) except where reasonably required for the operation of the Tenant's business, store or use inflammable or dangerous substances on the Premises;
- (h) put anything which is likely to cause obstruction or damage down any sink, toilet or drain; and
- (i) alter the Landlord's Property or use the Landlord's Property for anything other than its intended use.



5 Use of Premises

5.1 General obligations

The Tenant must:

- (a) use the Premises for the Permitted Use only;
- (b) comply with all Laws with respect to the Tenant's use of the Premises;
- (c) at their own cost, obtain any necessary approvals required to carry out the Tenant's business from the Premises;
- (d) keep the Premises open and fully stocked during the Trading Hours;
- (e) pay all charges for all Services relating to the Tenant's use of the Premises, including those provided by the Landlord, and pay for the costs of any meters installed in the Premises;
- (f) install any fixtures or fittings in a good and workmanlike manner;
- (g) immediately make good (or at the Landlord's option reimburse the Landlord the cost of remedying) any damage caused to adjoining premises by acts or omissions of the Tenant, the Tenant's employees, agents, licensees and invitees or others claiming through or under the Tenant;
- (h) comply, and ensure that the Tenant's Agents comply, with all requirements and recommendations of any Authority, the Landlord or any insurer in respect of fire safety in the Building, including by installing further equipment, and upgrading the fire safety facilities in the Premises;
- (i) comply with any requirements regarding the prevention of fires in the Building; and
- (j) make every payment under this Lease to the Landlord without any set-off, counterclaim, withholding or deduction.

5.2 Restrictions on use of the Premises

The Tenant must not:

- (a) cover or obstruct the windows or skylights that reflect or admit light into any place in the Premises;
- (b) overload, in the opinion of the Landlord, any part of the Building or Premises;
- (c) allow any of the Tenant's Agents to drive or park vehicles on the Land;
- (d) except in an emergency interfere with any of the Services or equipment in the Premises;
- (e) use the Common Areas for any purpose other than that for which they are provided;
- (f) trade outside the Trading Hours without the Landlord's consent and provided that the Tenant meets the costs associated with opening and operating the Building for the additional hours;
- (g) obstruct the proper functioning of any equipment of the Building; and
- (h) obstruct the Car Park Area.

5.3 Notification

The Tenant must immediately notify the Landlord of any damage or destruction occasioned to the Premises, Building or the Land that they become aware of.

5.4 No exclusivity

The Tenant has not been granted an exclusive right to the Permitted Use and that other tenants in the Building may have, or in future may be granted, leases with permitted uses that are the same or similar to the Permitted Use.



5.5 Suitability of Premises

The Landlord does not warrant that the Premises are suitable for all or any of the Tenant's proposed uses of the Premises or the Land.

5.6 Landlord's Property and Premises

The Tenant warrants that it has satisfied itself as to the condition of the Premises prior to taking possession of the Premises and that the Landlord's Property and Services are in good and working order as at the Commencement Date.

5.7 Trading Name

The Tenant may operate and/or change the nature of their business under a name other than the Trading Name without the Landlord's written consent.

5.8 Common Area

- (a) The Tenant must not obstruct the Common Areas and must ensure they are left clean and tidy at all times.
- (b) The Landlord will have the right to carry out any works, renovations and repairs of the Common Areas in its absolute discretion on the condition that the Landlord uses all reasonable endeavours to minimise inconvenience to the Tenant.

5.9 Measurement of lettable area

The net lettable area of the Premises and the Building will be determined in accordance with the Property Council of Australia Method of Measurement, published or used by the Property Council of Australia in respect of premises such as the Premises and buildings such as the Building.

5.10 Emergency evacuation drills

The Tenant and the Tenant's Agents must comply, at their own cost, with all the Landlord's requirements for participation in emergency evacuation procedures and drills in relation to the Building or Land.

5.11 Tenant's obligation not to contaminate land

- (a) The Tenant covenants that, during the continuance of this Lease, the Tenant must:
 - (i) not use or permit to be used or stored at the Premises any radioactive, toxic or hazardous chemicals, waste or substances, except in concentrations and quantities permitted by the relevant Authorities and in accordance with any licences, permits or authorisations required by law and in accordance with the conditions imposed by such Authorities or under their permission;
 - (ii) comply with the demands, notices and requirements of the Authorities in respect of contamination of the Premises caused by the Tenant or by occupiers of the Premises, including notices to remediate the Premises;
 - (iii) notify the Landlord within five (5) Business Days after receiving any demand or notice from an Authority in respect of contamination of the Premises or of becoming aware of any contamination of the Premises or the Land; and
 - (iv) indemnify the Landlord against any liability, loss, damage, expense or claim which the Landlord may incur as a consequence of the breach by the Tenant of any obligation under this clause 5.12, including fines, legal costs, consultants' fees and remediation costs.
- (b) If as a result of the presence of Contamination on the Land or in the Building the Tenant is required by any Authority to vacate part or all of the Premises, the Landlord will not be liable to the Tenant for any loss or damage whether consequential or otherwise, arising directly or indirectly from the Tenant's need to vacate the Premises or part of the Premises.



- (c) The Tenant acknowledges that the Premises and Building may contain asbestos (depending on the age of the Building on the Land). The Landlord will provide the Tenant any information concerning asbestos on the Building and Land upon receiving written request from the Tenant (as available to the Landlord at that time). To the extent permitted by Law, the Tenant releases the Landlord from any claim, damage, loss, injury, death or liability arising in connection with the presence of any asbestos on (or in) the Land.

6 Tenant Works

- (a) The Tenant must not make any alterations or additions to the Premises without the Landlord's consent (which may be withheld in the Landlord's absolute discretion) and any approval or consent required from the relevant Authority.
- (b) The Tenant must not decorate the Premises, or erect any sign or antenna or install any Tenant's Property in the Premises, without the Landlord's consent, which may be withheld in the absolute discretion of the Landlord.
- (c) If requested by the Landlord, the Tenant must give the Landlord a copy of the plans and specifications for any proposed alterations or additions.
- (d) The Landlord may approve of any proposed alterations or additions on condition that:
 - (i) all work is supervised by a nominee of the Landlord;
 - (ii) the work is carried out by a person approved by the Landlord, whose approval must not be unreasonably withheld;
 - (iii) the Tenant has in place and provides evidence of any additional insurances required by law or as otherwise reasonably required by the Landlord;
 - (iv) the work is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Premises;
 - (v) the Tenant pays on demand all costs incurred by the Landlord in respect of the works including its consideration of the proposed works and their supervision (including any architect's or consultant's fees);
 - (vi) the Tenant obtains and gives the Landlord copies of all approvals and certificates of compliance from any relevant Authority;
 - (vii) the Landlord (acting reasonably) is satisfied that the Tenant, in designing and constructing any alterations or additions, is complying with its obligations under this clause 6; and
 - (viii) specified alterations to the Premises should be reinstated, or should not be reinstated, and specified items of Tenant's Property should be removed, or should not be removed, when the Tenant vacates the Premises.
- (e) The Landlord and the Tenant agree that where conditions are imposed by the Landlord pursuant to clause 6(d)(viii) requiring that specified alterations should not be reinstated and should remain when the Tenant vacates the Premises, then such alterations are deemed Fixtures for the purposes of the PPS Act.

7 Air Conditioning

- (a) The Landlord will provide air conditioning to the Premises from 8.00am to 6.00pm on any Business Day (excluding any public holiday in the ACT) at no cost to the Tenant and remains responsible for the repair of the air conditioning system, except where the need for repair arises following a default by the Tenant under this clause.
- (b) The Tenant is responsible for the routine preventative maintenance and servicing of the air-conditioning system and must arrange for the routine maintenance and servicing of the air



conditioning system by appropriately qualified tradesman every six (6) months throughout the Term. The Tenant must provide evidence to the Landlord of the Tenant complying with this clause 7(b) upon request by the Landlord.

- (c) If the Tenant requires out of hours Air Conditioning of the Premises outside of normal Trading Hours on each Business Day, the Tenant must request this from the Landlord in writing. All out of hours air conditioning requested by the Tenant will be charged at a rate determined by the Landlord from time to time on a per hour, per zone basis. Any charges payable by the Tenant under this clause will be due within fourteen (14) days of the Landlord issuing an invoice to the Tenant.
- (d) The Landlord:
 - (i) acknowledges that the property operation of the air conditioning system servicing the Premises is critical for the operation of the Tenant's business; and
 - (ii) agrees that if the air conditioning system:
 - (A) ceases to operate properly or at all; and
 - (B) requires repair or replacement,and the air conditioning system is not repaired or replacement, or is otherwise not operating properly for a consecutive period of 14 days or an aggregate period of 21 days within any 30 day period, the Rent payable by the Tenant under this Lease abates until the air conditioning system is repaired or replaced, or is otherwise operating properly.

8 Signage

- (a) The Tenant will not display, or permit to be displayed, any Signage on the Building or the Land (or the Premises, if visible from outside the Premises) without the prior written consent of the Landlord and all approvals required from the relevant Authority.
- (b) Such consent by the Landlord to permit Signage cannot be unreasonably withheld, and the Landlord may demand a fee for such consent.
- (c) Upon the expiry of the Lease, the Tenant must remove any Signage and remedy any damage occasioned as a result of that removal.

9 Make Good

9.1 Condition of Premises

The Tenant acknowledges that:

- (a) it accepts the Premises as-is-where-is in their present state of repair inclusive of all latent and patent defects; and
- (b) the Premises were in good repair at the Commencement Date or the date the Tenant first took occupation of them (whether under this Lease or a previous Lease).

9.2 Expiry of the Lease

Subject to clause 2.2, when the Term ends or the Lease is terminated, the Tenant must:

- (a) peaceably surrender and yield up the whole of the Premises in good order and substantial repair;
- (b) repair any damage caused to the Premises or Building from the Tenant complying with this clause 9.2; and
- (c) return all keys, access passes and other entry devices to the Landlord or its nominated agent.



9.3 Failure to remove the Tenant's Property

The Tenant authorises the Landlord to do whatever they see fit (including arranging for any goods or fixtures of the Tenant left in the Premises, including the Existing Fitout, to become the absolute property of the Landlord, entitling the Landlord to deal with that property in any way and not account to the Tenant for the proceeds of any sale of those goods).

10 Insurance

10.1 Public liability

The Tenant must take out and maintain a public liability insurance policy in respect of the Premises and the business it carries on in the Premises:

- (a) under which the maximum amount payable for a single claim is at least the amount specified in Item 16 of the Reference Schedule, or any other amount reasonably required by the Landlord;
- (b) which contains all provisions that are normally contained in public liability policies and any other provisions reasonably required by the Landlord;
- (c) which, without limiting the rest of this clause 10, covers death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and
- (d) which expressly refers to and covers all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord.

10.2 Contents

The Tenant must take out and maintain insurance for the contents of the Premises against damage, destruction and any other risk for their full replacement value or on a reinstatement basis, as required by the Landlord.

10.3 Plate glass

The Tenant must take out and maintain an insurance policy for all plate glass in the Premises and all exterior windows of the Premises:

- (a) for their full insurable value; and
- (b) against breakage from any cause and against any other risk reasonably required by the Landlord.

10.4 Proceeds of insurance

If any loss or damage occurs which is covered by any insurance the Tenant is required to maintain under this Lease, the Tenant must:

- (a) apply for the insurance proceeds immediately; and
- (b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Tenant's own money to the extent that the proceeds are insufficient.

10.5 Policies

The Tenant must do the following in respect of each policy that it is required to maintain under this Lease:

- (a) take out the policy with an insurance company approved by the Landlord, whose approval must not be unreasonably withheld;
- (b) if requested by the Landlord, give the Landlord a copy of the policy and a certificate of currency for the policy;



- (c) ensure that the policy contains a requirement that the insurer will not cancel or change the insurance without first giving the Tenant thirty (30) Business Days prior written notice. The Tenant must immediately notify the Landlord if the Tenant receives any such notice from the insurer;
- (d) ensure that the Landlord's interest is noted on the policy; and
- (e) provide the Landlord with a copy of the certificate of currency within ten (10) Business Days of taking out or renewing a policy.

10.6 Maintain insurance

- (a) The Tenant must not do anything without the Landlord's prior consent which could:
 - (i) invalidate an insurance policy or make an insurance policy void or voidable;
 - (ii) increase the premium payable on any insurance policy taken out by the Landlord; or
 - (iii) affect the Landlord's rights under any insurance policy or make the policy invalid or able to be cancelled.
- (b) The Tenant must pay any extra premium payable by the Landlord on account of extra risk caused by the Tenant's use or occupation of the Premises.

11 Indemnity and release

11.1 Risk

The Tenant occupies the Premises at their own risk.

11.2 Release

The Tenant releases the Landlord from any and all liability for loss or damage suffered by the Tenant to the full extent permitted by Law except to the extent directly caused by the Landlord's negligence including but not limited to any claim, action, injury, loss, liability or expense which the Tenant pays, suffers, incurs or is liable for in respect of:

- (a) any loss, damage or injury caused to any person (including the Tenant) or property;
- (b) any disease or illness suffered by or death of any person (including the Tenant) howsoever caused;
- (c) any Service being interrupted, not working or unavailable; and
- (d) the Building or Land not complying with any law or the requirement of any Authority.

11.3 Indemnity

The Tenant indemnifies and keeps indemnified the Landlord against any loss, injury, cost or damage whether monetary or otherwise that the Landlord may suffer or incur because of any negligent, reckless or wilful act or omission by the Tenant, its employees, agents or visitors including but not limited to any claim, action, injury, loss, liability, expense or outgoing which the Landlord pays, suffers, incurs or is liable for in respect of:

- (a) any use, misuse or abuse by the Tenant, its employees, agents or invitees of any Services on the Land;
- (b) any loss, damage, injury to any person or property that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant;
- (c) any damage or loss arising from water supply or rainwater leaks or flows into the premises except if caused by the Landlord's negligence; and



- (d) any disease, injury or illness suffered by or death of any person that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant.

12 Landlord's Rights and Obligations

12.1 Services and Base Building

- (a) The Landlord is entitled to use, maintain, repair and amend all of the Services to the Building (and to the Premises).
- (b) The Landlord is not liable for any loss, injury or damage suffered by the Tenant or any other person due to the failure of the Services provided on the Land or Building in connection with the Premises.

12.2 Landlord Performance of Tenant's Obligations

If the Tenant fails to properly perform any of their obligations under this Lease the Landlord may do anything, in the Landlord's opinion, required to properly complete that obligation, and the Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord in performing that obligation on behalf of the Tenant.

12.3 Quiet Enjoyment

Subject to the Landlord's rights under this Lease and while the Tenant complies with all of its obligations under this Lease, the Tenant may occupy the Premises without disturbance by the Landlord.

12.4 Right to Enter

The Landlord and any of their agents have a right, after providing the Tenant with two (2) Business Days' notice in writing (except in the case of an emergency), to enter the Premises upon providing reasonable notice from time to time to:

- (a) inspect the state of repair of the premises and to make any reasonable investigations as necessary to verify the Tenant's compliance with the Lease; and
- (b) to carry out works and repairs, alterations or additions required by law or any Authority.

12.5 Transfer of Freehold

Whenever a transfer of the ownership of the Premises is registered:

- (a) the transferring Landlord is released from its obligations under this Lease, but without affecting liabilities arising before registration of the transfer; and
- (b) any security deposit vests in the transferee.

12.6 Advertisement for lease or sale

The Landlord or the Landlord's agent may at all reasonable times:

- (a) at any time during the Term, show the Premises to prospective purchasers and affix to the Premises "for sale" notices in positions which do not restrict the Permitted Use; and
- (b) within three (3) months prior to the expiry of this Lease show the Premises to prospective tenants and to affix to the Premises "to let" notices in positions which do not restrict the Permitted Use.

12.7 Building, Common Areas and Owners Corporation

- (a) The Building and Landlord's Property remain under the absolute control of the Landlord and Owners Corporation who may manage them and regulate their use as they consider appropriate.
- (b) In particular the Landlord or the Owners Corporation has the right:



- (i) to close off the Common Areas as often as the Landlord or Owners Corporation considers appropriate to prevent rights of way or user arising in favour of the public or third parties;
- (ii) to exclude persons from the Building and Common Areas whose presence the Landlord or Owners Corporation considers undesirable;
- (iii) to grant easements, which do not materially or adversely affect the Tenant's use over any parts of the land, including the Premises;
- (iv) to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of Services to the Building;
- (v) to repair, renovate alter or extend the Building but, in doing so, the Landlord must not cause more inconvenience to the Tenant than is reasonable in the circumstances; and
- (vi) to make such arrangements for the operation of car parking areas as the Landlord considers appropriate.

13 Landlord reservations

13.1 Improvements on the Land

The Tenant must not make any objection or take any action, and the Landlord is not liable, in respect of disturbance caused to the Tenant in connection with the completion of any improvements on the Land including, but not limited to, excavation, construction of new buildings or structures, subdivision of the Land or construction of any modified or new services or infrastructure (including any associated dust, noise or inconvenience associated with any such works).

13.2 Rules

- (a) The Landlord may make additional rules and vary the Rules in relation to the use, safety, access to, occupation and management of the Building and the Land.
- (b) The Landlord may alter the Rules by notice to the Tenant but may not make any alteration to the Rules which will materially adversely affect the Tenant's rights under this Lease.
- (c) The Landlord is not liable for any loss or damage caused or contributed to by its non-enforcement of the Rules.
- (d) The Tenant must comply with the rules and directions of the Owners Corporation in place for the Premises, Building and the Land at all times during the Term.

13.3 Benefit of Tenant's obligations

If someone else becomes entitled to receive the Rent:

- (a) that person may exercise all of the Landlord's rights under this Lease; and
- (b) the Tenant must enter into any deed reasonably required by the Landlord, at the Landlord's cost.

13.4 Superior interests

If any person has an interest in the Premises which is concurrent with or superior to the Landlord's interest, the Tenant must allow that person to:

- (a) exercise its right, or the Landlord's right, to enter the Premises;
- (b) carry out repairs, maintenance and other work in the Premises; and
- (c) exercise its rights and obligations in respect of the Premises.

13.5 Landlord may perform Tenant obligations

- (a) The Landlord may do anything which the Tenant should have done under this Lease if the Tenant does not promptly do so or if, in the Landlord's opinion, the Tenant does not do so properly.



- (b) The Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord under clause 13.5(a).

13.6 Resumption

The Landlord may terminate this Lease by notice to the Tenant if the Building or Land or any part of it is resumed by any Authority. The Landlord is not liable to the Tenant in respect of the termination.

14 Security

- (a) If an amount is specified in Item 15 of the Reference Schedule, the Tenant must give the Security to the Landlord on or before the Commencement Date as either a bond or Bank Guarantee.
- (b) If the Tenant defaults under this Lease (including any extension or holding over) the Landlord may call on the Security after seven (7) days' notice to the Tenant, and apply the proceeds towards remedying the default. If the Landlord calls on all or part of the Security, the Tenant must give the Landlord an additional or a replacement Security no later than five (5) Business Days after the Landlord gives the Tenant a notice asking for it so that the amount specified in Item 15 of the Reference Schedule is guaranteed.
- (c) If the Landlord has called on the Security and, after the Tenant's default has been remedied, there are surplus funds held by the Landlord, the Landlord may hold that surplus as a security deposit until the Tenant replaces the Security.
- (d) If this Lease is not being extended under an Option Term, and the Tenant has performed all of its obligations under this Lease, then the Landlord must return the Security no later than thirty (30) days after the end of the Lease and the Tenant vacating the Premises.
- (e) If the Landlord, as transferor, transfers its interest in the Premises and hands over the Security to the transferee, the transferor is released from all obligations to the Tenant in relation to the Security. If requested by the transferee, the Tenant must promptly give to the transferee a replacement Security in favour of the transferee. If the Tenant does not provide the replacement Security, the transferor may make demand under the Security and hand over the proceeds to the transferee to hold as a security deposit instead of the Security until the Tenant provides the replacement Security to the transferee.

15 Guarantee and indemnity

15.1 Definitions in this clause

In this clause unless the contrary intention appears:

- (a) **Bankruptcy** means:
 - (i) in relation to a corporation, being in liquidation on the grounds of its insolvency;
 - (ii) in relation to an individual, being an insolvent under administration (as defined in the Corporations Act); and
 - (iii) anything analogous or having a similar effect under the law of any relevant jurisdiction.
- (b) **Guarantor's Obligations** means all obligations of the Guarantor (whether present, future, actual or contingent) under this Lease.
- (c) **Lease** includes a variation, assignment, replacement, extension or renewal of, or holding over under, this Lease.
- (d) **Personal Information** means information or an opinion (including information or an opinion forming part of a database):
 - (i) whether true or not;
 - (ii) whether recorded in a material form or not;



- (iii) about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion; or
 - (iv) collected by or on behalf of the Landlord, or a predecessor in title of the Landlord, in connection with this Lease, the Tenant, the Guarantor or any other contract, arrangement or understanding disclosed in this Lease.
- (e) **Tenant's Obligations** means all obligations of the Tenant (whether present, future, actual or contingent) under this Lease.

15.2 Guarantee

In consideration of the Landlord entering into this Lease at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Landlord the punctual performance of all the Tenant's Obligations by the Tenant.

15.3 Indemnity

- (a) The Guarantor indemnifies the Landlord against any claim, loss, liability or expense incurred by the Landlord:
 - (i) which is caused or contributed to by the Tenant's failure to perform any of the Tenant's Obligations;
 - (ii) because this Lease is void, voidable or otherwise unenforceable;
 - (iii) because this Lease terminates, other than by agreement between the Landlord and Tenant or the expiration of this Lease;
 - (iv) because this Lease is disclaimed by a liquidator or trustee in Bankruptcy;
 - (v) because any money payable by the Tenant under this Lease is irrecoverable or refundable; or
 - (vi) because of the Bankruptcy of the Tenant.
- (b) The Guarantor must pay on demand any money owing to the Landlord under this indemnity.
- (c) The Guarantor's obligations under these clauses 15.3(a) to 15.3(b) are separate and independent from its obligations under clause 15.2.

15.4 Protection and rights of Landlord

- (a) The Guarantor must not:
 - (i) exercise its right to be subrogated to the Landlord's rights against the Tenant or any other surety or any security of the Landlord;
 - (ii) exercise any right as surety in competition with the Landlord; or
 - (iii) prove in the Bankruptcy of:
 - (A) the Tenant; or
 - (B) any other surety for the Tenant's Obligations,in competition with the Landlord.
- (b) The Guarantor must pay the Landlord, on written demand by the Landlord, all expenses incurred by the Landlord in respect of the Landlord's exercise or attempted exercise of any right under this clause 15.
- (c) If the Landlord disposes of the benefit of this Lease, the disponent receives the benefit of the Guarantor's obligations under this clause 15.
- (d) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (e) The Guarantor's Obligations are not affected by anything which might, but for this clause 15.4(e), end or limit the Guarantor's Obligations including, but not limited to, the following:
 - (i) this Lease not being registered;



- (ii) the assignment of this Lease;
 - (iii) a sublease of the Premises;
 - (iv) any release, extension of time for payment or other indulgence granted to the Tenant or any other surety of the Tenant's Obligations;
 - (v) any release or impairment of or defect in any security for the Tenant's Obligations or any obligation of any other surety of the Tenant's Obligations;
 - (vi) any act or omission by the Landlord which prejudices the Guarantor;
 - (vii) the death or legal disability of the Guarantor;
 - (viii) any Guarantor not executing or otherwise not being bound by this Lease or any other guarantee of or security for the Tenant's Obligations contemplated by the Landlord, Tenant or Guarantor; or
 - (ix) anything which may end or limit the Guarantor's recourse to any person or property for the recovery of moneys paid by the Guarantor under this Lease.
- (f) The Guarantor's Obligations may be enforced against the Guarantor without the Landlord being required to first exercise any right against the Tenant or enforce any security for the Tenant's Obligations.
- (g) If any transaction or payment relating to the Tenant's Obligations is void, voidable, unenforceable or refundable:
- (i) the Guarantor's Obligations are the same as if the transaction or payment was not void, voidable, unenforceable or refundable; and
 - (ii) the Guarantor must immediately do everything required by the Landlord to restore to the Landlord the benefit of the Guarantor's liability under this Lease which existed immediately before the transaction or payment and it irrevocably authorises the Landlord to do any such thing on its behalf.
- (h) Any dispute settlement, certificate, determination, judgment, order or award which is binding on the Tenant is also binding on the Guarantor.

15.5 Privacy

The Guarantor acknowledges and agrees that:

- (a) the Landlord has collected or may collect Personal Information about the Guarantor for the purpose of assessing the Guarantor's suitability as a guarantor under the Lease;
- (b) the Personal Information may be disclosed to prospective purchasers of the Building or to an existing or prospective mortgagee;
- (c) the Guarantor has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to the Personal Information;
- (d) if the Personal Information is not provided to the Landlord, the Landlord will be hindered in deciding whether or not to lease the Premises to the Tenant; and
- (e) this clause does not limit or affect any other acknowledgment or agreement that the Guarantor has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

16 WHS

- (a) In this clause, unless the contrary intention appears, the following terms have the meanings given to them in the WHS Act:
 - (i) Construction Project;
 - (ii) Construction Work;



- (iii) High Risk Construction Work;
 - (iv) Person Conducting a Business or Undertaking;
 - (v) Person With Management or Control of Fixtures, Fittings or Plant at a Workplace;
 - (vi) Person With Management or Control of a Workplace;
 - (vii) Principal Contractor; and
 - (viii) Workplace.
- (b) In this clause:
- (i) **WHS Act** means the *Work Health and Safety Act 2011* (ACT) and includes any regulations and advisory standards made under it.
 - (ii) **Work** means any work in relation to the Premises carried out by or on behalf of the Tenant (including by or on behalf of any sub-tenant or licensee), which:
 - (A) is carried out at or about a Workplace; or
 - (B) which requires the appointment of a Principal Contractor,
 - (C) whether or not directed or approved by the Landlord, including but not limited to any Construction Work, High Risk Construction Work and Construction Projects.
 - (iii) **Third Party Work** means contractors or others undertaking Work in or at the Premises.
- (c) The Tenant acknowledges that in respect of the Premises it is:
- (i) the Person With Management or Control of the Workplace;
 - (ii) the Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;
 - (iii) the Person Conducting a Business or Undertaking; and
 - (iv) the Tenant who has an obligation to ensure the safety of any persons at the Premises including persons engaged in the Third Party Work.
- (d) The Tenant must ensure:
- (i) compliance with its obligations under the WHS Act, in particular with the obligations it has as a Person Conducting a Business or Undertaking, Person With Management and Control of the Workplace, and Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;
 - (ii) that it and all persons employed or engaged by it or on its behalf including all Workers comply at all times with the requirements of the WHS Act and any directions, manuals, policies or rules formulated from time to time by the Landlord;
 - (iii) that it has systems in place to assess and eliminate risks and hazards at the Premises, which meet the standard required by the WHS Act;
 - (iv) that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the WHS Act;
 - (v) that it provides appropriate training and supervision to all persons employed or engaged by it at the Premises, including all Workers; and
 - (vi) that only qualified persons are engaged to carry out any Third Party Work.
- (e) To the fullest extent permitted by law the Tenant indemnifies the Landlord against liability or loss arising from, or cost incurred in connection with, any breach by the Tenant of its obligations under clause 16(d).

17 Default and termination

17.1 Default

Each of the following is a default by the Tenant under this Lease:



- (a) if the Tenant does not pay the Rent, whether or not demanded by the Landlord;
- (b) if the Tenant does not pay the Tenant's Contribution or any amount that is due and payable by it under this Lease, whether or not demanded by the Landlord;
- (c) if the Tenant does not comply with any other essential term of this Lease;
- (d) if the Tenant repudiates its obligations under this Lease;
- (e) if the Tenant does not comply with any other express or implied obligations under this Lease; and
- (f) if an Insolvency Event occurs in respect of the Tenant or the Guarantor or, if either of them is a company, any of its subsidiaries.

17.2 Landlord's termination after default

The Landlord may terminate this Lease after the Tenant defaults in accordance with clause 17.1 and after the Landlord has served notice of breach of covenant (if required by law) by:

- (a) re-entering and taking possession of the Premises, using reasonable force to secure possession;
- (b) serving notice of termination on the Tenant;
- (c) instituting proceedings for possession of the Premises against the Tenant; or
- (d) taking action under clause 17.3.

17.3 Termination after default

If the Landlord terminates this Lease, the Landlord may:

- (a) re-enter and take possession of the Premises;
- (b) for any goods remaining in the Premises fourteen (14) days after re-taking possession of the Premises:
- (c) remove and store them in a manner thought fit by the Landlord;
 - (i) on reasonable notice to the Tenant place them on the street in front of the Land;
 - (ii) sell them and deduct the proceeds from the Tenant's costs in removing, storing and selling them, and then returning the balance of the sale proceeds to the Tenant.

17.4 Essential Terms

- (a) The Landlord may treat the Tenant's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation. The Landlord is then entitled to immediate possession of the Premises.
- (b) The Landlord and Tenant agree that the following clauses are essential conditions of this Lease (noting any other obligations of the Tenant under this Lease may also be an essential term): clauses 3; 4; 5; 6; 7; 8; 9; 10; 14; 15; 16; 18; 20; 21; 23; 24; 25; 27; 28 and all clauses in Schedule 1.

18 GST

- (a) In this clause:
 - (i) **GST** means goods and services tax imposed under the GST Law;
 - (ii) **GST Law** means *A New Tax System (Goods & Services Tax) Act 1999* (as amended) and related Law;
 - (iii) **Law** means Federal, State, Territorial or Local Government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia;



- (iv) “**consideration**”, “**input tax credit**”, “**tax invoice**”, “**taxable supply**”, and other terms used in this clause, unless otherwise stated, have the same meaning given to them in the GST Law.
- (b) Unless expressly stated otherwise in this Lease, the Rent and any other consideration for any taxable supply is exclusive of GST.
- (c) In respect of any liability of the Landlord for GST under this Lease, including Rent, operating expenses and any consideration for any other taxable supply, the Tenant covenants to pay to the Landlord, at the same time as any payment or supply is made which gives rise to any GST liability, the amount of GST payable, together with the payment or supply to which it relates.
- (d) The Tenant’s liability is to reimburse the full amount of GST.
- (e) If the Landlord is entitled to an input tax credit in relation to any amount recoverable from the Tenant, the amount payable by the Tenant shall be reduced by the amount of the input tax credit which the Landlord has received or is entitled to receive.
- (f) The Landlord agrees to issue to the Tenant a tax invoice complying with the GST Law in respect of all consideration attracting GST to allow the Tenant claim an input tax credit in respect of the taxable supply.

19 Damage and Destruction

19.1 Abatement of Rent and Tenant's Contribution

Subject to clause 19.3, if the Premises are damaged or destroyed, and the Premises:

- (a) cannot be used by the Tenant, the Tenant is not liable to pay Rent or the Tenant's Contribution for the period that the Premises cannot be used; or
- (b) are useable by the Tenant, but the useability is diminished because of the damage or destruction, the Tenant's liability to pay Rent and the Tenant's Contribution is reduced in proportion to the reduction in useability until the Premises are made fit for the Tenant's occupation and use or this Lease is terminated.

19.2 Repair of damage

Subject to clause 19.3, if the Premises are damaged or destroyed and either:

- (a) the Landlord gives the Tenant notice that the Landlord considers that, in its absolute discretion, it is impracticable or undesirable to repair the damage, then either the Landlord or the Tenant may terminate this Lease by giving at least five (5) Business Days' notice to the other and no compensation is payable in respect of that termination; or
- (b) within ten (10) Business Days of the damage occurring the Tenant requests the Landlord in writing to repair the damage and:
 - (i) the Landlord does not notify the Tenant within fifteen (15) Business Days of receiving the Tenant's request that it intends to repair the damage; or
 - (ii) the Landlord notifies the Tenant that it intends to repair the damage but does not do so within a reasonable time,

the Tenant may terminate this Lease by giving at least twenty (20) Business Days' notice to the Landlord.

19.3 Damage caused by Tenant

If the damage or destruction referred to in clauses 19.1 or 19.2 is caused by the Tenant or the Tenant's Agents:

- (a) clauses 19.1 and 19.2(b) do not apply; and
- (b) the Tenant cannot terminate this Lease under clause 19.2(a).



19.4 Rights not affected

Nothing in this clause 19 affects any rights the Landlord may have if:

- (a) any damage or destruction is caused or contributed to by; or
- (b) any right under an insurance policy in connection with the Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,

the act, negligence or default of the Tenant or the Tenant's Agents.

19.5 Dispute

- (a) If any dispute arises under clause 19, the Landlord or the Tenant (or both) may apply to the Magistrates Court for a declaration about whether the Premises can or cannot be used for its normal purpose due to the damage or destruction.
- (b) Clause 19.5(a) does not apply if the Landlord and the Tenant have agreed to reduce the Tenant's liability to pay Rent and the Tenant's Contribution to Outgoings under clause 19.1.

19.6 Landlord termination

For the avoidance of doubt the Landlord is not required to reinstate or restore the Premises, Building or the Land. The Landlord may terminate the Lease by giving at least thirty (30) days' notice of the Landlord's intention to terminate (without having to pay compensation to the Tenant) if:

- (a) the Premises or Building have been damaged;
- (b) the Landlord has notified the Tenant under clause 19.2 that the Landlord does not intend to repair the Premises or Building; and
- (c) either:
 - (i) the Premises or Building has to be, or has been, demolished because of the damage;
 - (ii) the damage extends to more than 50% of the Premises or Building;
 - (iii) it is impracticable for the Landlord to repair or reinstate the Premises or Building, acting reasonably and promptly, within one (1) year after the day or last day the damage happened; or
 - (iv) the Premises cannot be used because of the damage, the Lease is due to expire within two (2) years after the day or last day the damage happened and the lease contained no option for extension.

20 Option Term

20.1 Grant of New Lease

- (a) This clause 20.1 does not apply if the words "not applicable" appear in Item 9 of the Reference Schedule.
- (b) The Landlord must grant the Tenant a new lease for the Option Term (**New Lease**) of the Premises if:
 - (i) an Option Term is specified in Item 9 of the Reference Schedule;
 - (ii) there is no subsisting breach by the Tenant under this Lease; and
 - (iii) the Tenant gives the Landlord written notice of the exercise of this option during the period that is no earlier than twelve (12) months prior to the Termination Date, and no later than six (6) months prior to the Termination Date.
- (c) The terms of the New Lease will be the same as those in this Lease, except for the following amendments:



- (i) Rent will be the amount payable on the Termination Date, subject to an increase in accordance with the rent review method in this Lease;
 - (ii) the Term, Commencement Date, Termination Date and Review Dates will all be amended to reflect the Option Term;
 - (iii) the Option Term and this clause will be "Not Used" (unless there is another Option Term provided for in the Lease, in which case the most recent Option Term will be removed);
 - (iv) incorporation of any variations to this Lease;
 - (v) including any terms or amendments that the Landlord reasonably requires due to a change in the law or the Landlord considers necessary or desirable (acting reasonably); and
 - (vi) the cover page of this Lease must be updated to reflect the amendments described in this clause.
- (d) The Tenant agrees that the Landlord may require the New Lease to be documented as a variation of this Lease (extending the Termination Date and retaining the original Commencement Date) if the Landlord deems appropriate. Any such variation must ensure this Lease is varied so that it has the same practical effect as granting the New Lease to the Tenant.
- (e) The Tenant must give a guarantee and indemnity, updated Security or other security to the Landlord in respect of the Tenant's obligations under the New Lease on terms at least as favourable as the guarantee or other security provided under this Lease. This clause does not affect the enforceability of any guarantee and indemnity or other security that is expressed to apply in respect of the Tenant's obligations under a renewal of this Lease.

21 Permitted Dealings

21.1 Restriction on assignment and other dealings

The Tenant must not do any of the following unless it first complies with the applicable provisions in the rest of this clause 23:

- (a) assign this Lease;
- (b) grant a sublease of the Premises;
- (c) grant any licence of the Premises;
- (d) declare itself to be a trustee of any legal or equitable estate or interest in this Lease or transfer or divest itself of any beneficial interest;
- (e) mortgage, charge or otherwise encumber this Lease; or
- (f) deal with its rights under this Lease in any other way.

21.2 General requirements

The Tenant must not do anything specified in clause 21.1 unless:

- (a) the Tenant has given the Landlord at least 14 days notice of its desire to do that thing, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information as may be requested by the Landlord;
- (b) the Tenant is not in default under this Lease, unless the default is waived by the Landlord;
- (c) the Tenant pays the Landlord's reasonable costs (including legal costs and disbursements) in relation to the proposed transaction and pays to the Landlord on demand the Landlord's reasonable estimate of the costs and expenses before the Landlord makes any enquiries in relation to the proposed transaction, and whether or not the Landlord consents to it;
- (d) the Tenant establishes to the Landlord's satisfaction that any proposed assignee, sublessee or licensee:
 - (i) is respectable, financially sound and unlikely to cause a security risk to the Premises;



- (ii) has sufficient experience and a good reputation in conducting the same business as the Permitted Use;
- (iii) is capable of observing and performing the Tenant's obligations under this Lease;
- (iv) the Landlord is given any additional guarantee, indemnity or other security it requires in relation to the proposed transaction, prepared and stamped by the Landlord's lawyer at the Tenant's cost, and any Guarantor and new guarantor acknowledges its continuing or new obligations to guarantee the Tenant's obligations under this Lease; and
- (v) the Landlord and its mortgagee (if any) consent to the proposed transaction.

21.3 Requirements for assignment

If the Tenant proposes to assign this Lease, the Tenant and assignee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

- (a) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord;
- (b) the Tenant releases the Landlord from all its obligations under this Lease;
- (c) the Landlord releases the Tenant and Guarantor (if any) from all its obligations under this Lease;
- (d) the Tenant acknowledges its continuing obligations under this Lease; and
- (e) the Tenant must give the Landlord a signed, stamped and registrable transfer of this Lease.

21.4 Requirements for sublease or licence

If the Tenant proposes to grant a sublease or licence of the Premises the Tenant and sublessee or licensee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

- (a) the Tenant acknowledges its continuing obligations under this Lease;
- (b) the sublessee or the licensee agrees that the sublease or licence terminates immediately on termination of this Lease;
- (c) includes an indemnity by the proposed sublessee to pay to the Landlord on demand as liquidated damages the amount of any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the proposed sublessee remaining in possession of the sublet premises after the date this Lease is terminated, and
- (d) the Tenant either:
 - (i) satisfies the Landlord acting reasonably (by valuation if required by the Landlord) that the sublease or licence rent is at a rate not less than the then current market rent for the Premises; or
 - (ii) if the Tenant is unable to comply with clause 21.4(d)(i), the Tenant confirms in writing to the Landlord that the rent payable by the sublessee or licensee is at a rate less than the then current market rent for the Premises; and
- (e) the sublessee or licensee agrees that it must not grant a sublease or licence, transfer its sublease or licence or part with or share possession of the Premises.

21.5 Requirements for mortgage

If the Tenant proposes to grant a mortgage over this Lease, the Tenant and the mortgagee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

- (a) the mortgagee must promptly give the Landlord notice if the Tenant is in default on the security;
- (b) the mortgagee agrees that, if the mortgagee or its appointee enters into possession of the Premises, then the mortgagee must remedy any subsisting default by the Tenant under this Lease and comply with the Tenant's obligations under the Lease;



- (c) if the mortgagee exercises a power of sale under the security, it will comply with this clause even if it does not take possession of the Premises; and
- (d) the Landlord is not required to sign any form of waiver, consent or release in favour of the mortgagee that adversely impacts on its rights and entitlements under this Lease.

21.6 Change of Control

A change of Control of the Tenant is a breach by the Tenant of this Lease, unless either:

- (a) the Tenant complies with clause 21.2 as if the person acquiring control was the proposed assignee; or
- (b) the change of Control is a consequence of a corporate reconstruction or reorganisation for which the Tenant has:
 - (i) proved will not materially diminish the Tenant's financial capacity; and
 - (ii) obtained the Landlord's prior consent.

21.7 Exception to Dealing

Whilst the Tenant is Eden Hair and Beauty Pty Limited ACN 600 205 052, this clause does not apply to the extent that the Tenant seeks to sublet or sublicense the Premises or any area separately leased or licensed to the Tenant, whether the whole of or part thereof.

22 Unit Title Application

22.1 Grant of easements by Landlord

- (a) The Landlord reserves the entitlement to grant easements and enter into arrangements or agreements with owners, tenants and others having interests in land or premises adjoining or near the Building and the Land or any Authority, provided that such easements, arrangements, or agreements may constitute enforceable interests in land benefiting or burdening the Building and other land or benefiting and burdening both the Building and other land, to provide:
 - (i) access to or egress from the Building;
 - (ii) support of existing or future structures erected on the Building or on adjoining land; or
 - (iii) Services and facilities to the Building or to adjoining or nearby land, including for water, drainage, electricity, gas, telephonic and other telecommunications.
- (b) The Landlord, in order to grant such easements or other entitlements may execute transfers, leases, and other instruments binding on the title to the Building and on the title to this Lease.
- (c) The Tenant covenants to execute any consent or other instrument under this clause 24.1 required to render the entitlement binding on the Landlord and the Tenant.
- (d) The Landlord covenants not to grant or create any entitlements under this clause 24.1 which would have the consequence of substantially or seriously interfering with the Tenant's use and enjoyment of the Premises.

22.2 Conversion of title

Where the Landlord wishes to apply to the Minister for approval of the subdivision of the Land (including pursuant to the *Unit Titles Act 2001* (ACT)) and to register a plan (including a Units Plan) (**Plan**) in respect of the subdivision with the Registrar of Titles then:

- (a) the Tenant must immediately on request by the Landlord execute all documents as may be required to be executed by the Tenant to enable the Landlord to obtain registration of the Plan;
- (b) the request under clause 24.2(a) will be accompanied by:
 - (i) the documents to be executed; and



- (ii) a copy of the Plan which the Landlord proposes to register;
- (c) the Tenant must immediately on signing the documents deliver them to the Landlord and deliver to the Landlord all other documents necessary to allow registration of the Plan;
- (d) the Landlord will on and from the date of registration of the Plan at its own cost and expense grant to the Tenant, and the Tenant must accept, a new sublease of the Premises for the remainder of the Term. The new sublease will be on the same terms and conditions as are contained in this Lease, subject to any variation of this Lease required pursuant to clause 24.2(e)(i) or any other changes that the Landlord considers appropriate (acting reasonably) to ensure that the Lease suits the Plan and continues to operate effectively (including, but not limited to, updating the Outgoings provisions of the Lease as well as clauses 12.7 and 27 of the Lease);
- (e) the Tenant may make no objection or claim compensation in respect of:
 - (i) any minor variation between the boundaries of the Premises and the premises in the Plan (if those variations are required by the Minister or by the Registrar-General for the purpose of registering the Plan) provided that if the area of the Premises is reduced then the Landlord agrees to vary the Rent and Tenant's Proportion accordingly; or
 - (ii) any variation between any other adjoining or nearby premises and the proposed Plan;
- (f) the Tenant and the Guarantor, if any, agree to execute the new sublease in duplicate in their respective capacities and deliver the same in duplicate to the Landlord for execution;
- (g) the Landlord will pay the Tenant's reasonable legal and other costs, charges and expenses of and incidental to the preparation, completion and registration of the documents referred to in clause 22.2(a) and the sublease referred to in clause 24.2(d); and
- (h) if the Tenant neglects or refuses to sign any document within 14 days of the request under this clause 22.2 the Tenant must pay the Landlord any damages it suffered and all its costs on a solicitor/client basis in enforcing the delivery of the documents.

22.3 New subleasing plan

If the Premises are described by reference to a registered subleasing plan and the Landlord wishes to register a new subleasing plan, then provided that the new subleasing plan does not alter the Premises:

- (a) the Tenant must immediately on request by the Landlord execute all documents as may be required to be executed by the Tenant to enable the Landlord to obtain registration of the new subleasing plan;
- (b) the request under clause 22.3(a) will be accompanied by:
 - (i) the documents to be executed; and
 - (ii) a copy of the new subleasing plan which the Landlord proposes to register;
- (c) the Landlord will on and from the date of registration of the Plan at its own cost and expense grant to the Tenant, and the Tenant must accept, a new sublease of the Premises for the remainder of the Term. The new sublease will be on the same terms and conditions as are contained in this Lease save for any other changes that the Landlord considers appropriate (acting reasonably) to ensure that the Lease suits the Plan and continues to operate effectively (including, but not limited to, updating the Outgoings provisions of the Lease as well as clauses 12.7 and 27 of the Lease); and
- (d) the Tenant must immediately on signing the documents deliver them to the Landlord and deliver to the Landlord all other documents necessary to allow registration of the new subleasing plan.

23 PPSA

23.1 Existing Security Interest

The Tenant must notify the Landlord on or before the Commencement Date if the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease is subject to a Security Interest.



23.2 Creating a Security Interest

The Tenant agrees not to create a Security Interest in favour of a third party in respect of the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease except with the prior written consent of the Landlord, such consent not to be unreasonably withheld.

23.3 Contracting out of the PPS Act

In respect of the PPS Act, if Chapter 4 (enforcement of security interests) of the PPS Act applies:

- (a) the Landlord need not comply with any provisions of the PPS Act that the parties may contract out of in relation to the 'collateral' (as that term is defined in the PPS Act);
- (b) the Tenant may not exercise rights under sections 142 (redemption of collateral) or 143 (reinstatement of security agreement) of the PPS Act to the extent the law permits those rights to be excluded.
- (c) the Landlord need not give the Tenant any other notice required under the PPS Act (including a notice of verification statement under section 157 of the PPS Act) unless the notice cannot be excluded.

23.4 Registration of Lease

The Tenant irrevocably authorises the Landlord and its solicitors to do the following:

- (a) register one or more financing statements or financing change statements (electronically or otherwise) on the PPSR established under section 147 of the PPS Act in connection with this Lease;
- (b) register and record this Lease (electronically or otherwise) in such other places as the Landlord or its solicitors may at any time consider necessary or desirable to perfect this Lease or to protect the rights of the Landlord under this Lease.

24 Mortgagee consent

- (a) If the Landlord has a mortgage on the Land or Premises (or any part thereof) and the relevant mortgage requires the Landlord to obtain the mortgagee's consent to this Lease, then this Lease is subject to the Landlord obtaining that consent.
- (b) If the Landlord cannot obtain the mortgagee consent referred to in clause 24(a) within a reasonable time after the Commencement Date, the Landlord may terminate the Lease without compensation payable to the Tenant.

25 Units Plan

- (a) The Tenant warrants that it has read and understands the Units Plan for the Land.
- (b) Despite anything in this Lease, the Tenant must:
 - (i) comply with the Units Plan insofar as it relates to the Premises or this Lease; and
 - (ii) permit the Landlord under the Units Plan to exercise its rights under it insofar as they relate to the Premises; and
 - (iii) not:
 - (A) do anything which could result in the Landlord being in breach of the Units Plan;
 - (B) other than as permitted under this Lease, do anything which may result in an increase in the cost of complying with the Units Plan; and
 - (C) do anything which may result in termination of the Units Plan.



26 Leases Act

The Tenant warrants that:

- (a) no key money (as defined in the Leases Act) was paid in relation to the Lease;
- (b) the Tenant was advised about any handbook approved under the Leases Act; and
- (c) the Tenant received a Disclosure Statement in compliance with the time limits under the Leases Act, as waived or varied by the Tenant.

27 General

27.1 Costs

- (a) Each party will pay its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease.
- (b) The Tenant must indemnify the Landlord against, and must pay to the Landlord, or as directed by the Landlord on demand, the amount of all reasonable costs and expenses incurred in connection with:
 - (i) stamp duty and registration fees payable on the Lease and any transactions or dealings that this Lease contemplates;
 - (ii) any assignment, sublease, licence, mortgage, charge or other encumbrance referred to in clause 23;
 - (iii) any default by the Tenant or the Tenant's agents under this Lease and the enforcement or protection, or attempted enforcement or protection, by the Landlord of any of its rights under or in relation to this Lease;
 - (iv) any transactions or dealings that this Lease contemplates;
 - (v) any amendment to, or waiver of or under, or surrender of, this Lease;
 - (vi) any request for the consent or approval of the Landlord, any caveator, the Landlord's mortgagee or any head lessor; and
 - (vii) the cost of preparing any plan needed for this Lease,including legal expenses on a full indemnity basis, administration costs of the Landlord and expenses incurred in engaging consultants.

27.2 Tenant acknowledgements and warranties

- (a) The Tenant agrees and acknowledges:
 - (i) the provisions of this Lease do not merge on termination;
 - (ii) any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law;
 - (iii) expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before the date of expiry or termination.
- (b) The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:
 - (i) whether oral, written or otherwise;
 - (ii) made by or on behalf of the Landlord in respect of the Building or the Premises or anything relating to, or which could have an effect on, the Building or the Premises including but not limited to:
 - (A) the fitness or suitability of the Premises for any purpose;



- (B) any fixtures, facilities or amenity in or on the Building; or
- (C) the conduct of any other business in the Building.

27.3 Indemnities

- (a) Each indemnity of the Tenant contained in this Lease is:
 - (i) a continuing obligation of the Tenant and remains in full force and effect after the termination of this Lease; and
 - (ii) a separate and independent obligation of the Tenant.
- (b) The Tenant may not enforce, conduct, settle or compromise claims under any insurance policy required by this Lease if the Landlord gives the Tenant a notice that the Landlord wants to do those things.

27.4 Notices

- (a) A notice is effective under this Lease if it is in writing, signed by the person giving the notice, and is sent via:
 - (i) pre-paid post or mail to that persons address as shown in Item 12 of the Reference Schedule of this Lease, or any other address provided by that party; or
 - (ii) fax to that person's fax number provided by that party.
- (b) Service or delivery by post will be deemed to have been made at 12.00pm on the second Business Day following the date it was posted.

27.5 Reasonable assistance

Each party must do everything reasonably necessary to give effect to this Lease.

27.6 FIRB approval

The Tenant warrants that they are not required to obtain Foreign Investment Review Board approval to enter into this Lease.

27.7 Waiver

A right under this Lease may only be waived if it is in writing and signed by the party waiving that right.

27.8 Entire agreement

This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.

27.9 No merger

The provisions of this Lease do not merge on termination.

27.10 Counterparts

This Lease may consist of a number of counterparts and the counterparts taken together constitute as one and the same instrument.

27.11 Governing Law

The parties agree that the laws of the Australian Capital Territory govern this Lease.



Execution Page

Executed as a Deed

Landlord

EXECUTED by Group 28 Pty Limited ACN 631 464 492 in accordance with section 127 of the Corporations Act 2001:		
Signature of Director/Company Secretary		Signature of Director
Name of Director/Company Secretary		Name of Director

Tenant

EXECUTED by Eden Hair and Beauty Pty Limited ACN 600 205 052 in accordance with section 127 of the Corporations Act 2001:		
Signature of Director/Company Secretary		Signature of Director
Name of Director/Company Secretary		Name of Director

Leases (Commercial and Retail) Act 2001

Approved form AF2003-4

Approved by the Chief Minister on 13 February 2003 under the *Leases (Commercial and Retail) Act 2002*, section 157A

Leases (Commercial and Retail) Act 2001

Australian Capital Territory

Disclosure Statement (provides clear information to tenants prior to entering into a lease to ensure all terms of the tenancy are fully understood and transparent)

DISCLOSURE STATEMENT

LEASES (COMMERCIAL & RETAIL) ACT 2001

ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease unless you have waived or varied the time period. The owner is required to tell you of the existence of the approved handbook and provide you with a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

This document is:

- **not a binding agreement or an offer.**
- **important and should be kept with the lease.**

NOTE: Where there is insufficient space on this form, please attach additional sheets.

SECTION 1 - GENERAL DETAILS

Owner	Group 28 Pty Limited ACN 631 464 492
Premises Address/Shop No.	Unit 106 Block 45-59 Section 33 Division Dickson
Lettable area (approx m²)	Whole of Land, being a total area of 232m ² (Internal - 120m ² , Courtyard 112m ²).
Permitted use of Premises	Shop, limited to Personal Services, including but not limited to hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office.
Lease Period	Five (5) years ('Term') 1 July 2026 ('Commencement Date') 30 June 2031 ('Termination Date')

Option Periods (if any)	Two further terms of five (5) years each (‘Further Term’)
Date on which premises will be available for occupation by the tenant	The Tenant is already in occupation of the Premises under an existing registered Lease.
All amounts are exclusive/inclusive of GST	Exclusive
Tenant’s insurance - public liability amount	The Tenant shall be responsible for providing a minimum of \$20 million public liability and plate glass insurance in a policy acceptable to the owner. The level of insurance is subject to increase during the term as determined by the Owner in line with market conditions. The Tenant's insurer must be reputable and represented in Australia.
Security (ie personal guarantees, bank guarantees or security bond)	Bank Guarantee An unconditional bank guarantee from an Australian trading bank with a branch in Canberra ACT for an amount equal to three months’ rent of the initial Term plus GST, being initially \$30,499.98 (inc GST), with no expiry date. Personal Guarantees For as long as Eden Hair and Beauty Pty Limited ACN 600 205 052 is the Tenant this item is not applicable. Otherwise, personal guarantee from all directors of any proprietary limited company that is or becomes the Tenant during the Term are required.
State Lessor’s Accounting Period if not a financial year.	

SECTION 2 - RENT

Rent- State method for calculating rent: Formula	\$110,909.00 (plus GST) per annum payable monthly in advance.
Rent Review Dates and method for each review - during the Term and any further term (CPI or market or fixed increase by % or other)	Rent is increased on each anniversary of the Commencement Date during the Term and any Further Term as set out below: Fixed Review Date 1 July 2027 – 3% fixed increase 1 July 2028 – 3% fixed increase 1 July 2029 – 3% fixed increase 1 July 2030 – 3% fixed increase <i>If the Option Term is exercised:</i> 1 July 2032 – 3% fixed increase 1 July 2033 – 3% fixed increase 1 July 2034 – 3% fixed increase 1 July 2035 – 3% fixed increase Market Review Date <i>If the Further Term is exercised:</i> 1 July 2031

SECTION 3 - FINISHES AND MAKE GOOD DETAILS

Owner's requirements as to quality and standard of fittings in premises	The fittings in the Premises must be of a high commercial quality, commensurate with other fittings and fixtures of other premises within the Building.
Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them	The Premises is provided by the Owner as-is-where-is with the finishes, fixtures, fittings, equipment and services are all as inspected by the Tenant prior to the Commencement Date. The Tenant is responsible to repair, insure and replace these items, subject to the terms of the Lease.
Finishes, fixtures, fittings, equipment and services provided by the tenant and who is responsible to maintain, insure, repair or replace them	The Tenant may provide additional finishes, fittings, fixtures, equipment and services subject to obtaining the Owner's consent in accordance with the terms of the Lease. The Tenant is responsible for insuring, maintaining and replacing any additional finishes, fixtures, fittings, and equipment subject to the terms of the Lease. If required by the Owner, any proposed alterations to the base building services including fire, electrical and mechanical works must, at the Tenant's cost, be reviewed by the base building's contractor and/or Owner's consultant before and, if required, upon completion of the alterations.
Make good requirements at end of lease	The Tenant will be required to make good the Premises in accordance with the Lease on or before expiry or termination of the Lease (whichever is earlier). This will include the removal of all fitout, fixtures and fittings, irrespective of ownership and the reinstatement of the Premises to base building unless otherwise agreed with the Owner. The Tenant is responsible for repairing all damage done to the Premises when vacating them and must leave the Premises clean, neat, tidy and free from rubbish, having removed all loose items of fittings, plant and/or equipment. For the avoidance of doubt, the Tenant must return the Premises back to base building standards and otherwise in accordance with the reasonable requirements and directions of the Landlord at the expiry of the Lease. The Tenant acknowledges and agrees that: • the Owner will perform the Tenant's makegood obligations if the Tenant fails to do so; and • the Tenant must continue to pay Rent until all of its makegood obligations are performed in full.

SECTION 4 - OUTGOINGS - NOT APPLICABLE

SECTION 5 - SHOPPING CENTRE DETAILS - NOT APPLICABLE

SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)	GENERAL CONDITIONS • This offer to lease is conditional on the Owner executing the Lease. • The Tenant agrees and acknowledges that it must provide the Owner a section 30 (5) certificate under the Leases (Commercial and Retail) Act 2001 (Act) so that the time limits in that section don't apply. • The Tenant agrees and acknowledges that the Leasing Handbook has been made available to it via this link: https://files.accesscanberra.act.gov.au/legacy/2720/Leases%20-%20Commercial%20and%20retail%20handbook.pdf • Each party is responsible for their own legal costs in respect to the Lease. Where the Tenant withdraws from negotiation after signing this Disclosure Statement, the Tenant must pay the Owner's legal costs //and where the Owner requires the Lease to be registered on title, the Tenant must pay the respective lease registration fees. • The Tenant acknowledges and agrees that the Owner has made no warranty or representation that the Premises are suitable for the Tenant's intended use or business. • The Tenant is responsible for all general repairs and maintenance within the Premises. • All signage must comply with the directions and condition implemented by the Owner (from time to time) in relation to material used, size and colour. • In accordance with the Lease, the Tenant must maintain during the Term and provide the Owner with evidence of, the following insurance cover: ○ Plate glass cover (full replacement value); and ○ Public risk cover (no less than \$20 million).
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SECTION 7 - DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner: Group 28 Pty Limited ACN 631 464 492

Address of owner: 16/50 Geils Ct, Deakin ACT 2600

Signature of owner or owner's representative:

Date:

SECTION 8 - DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement and will return it to the owner. This document is not binding or an offer.

Name of tenant: Eden Hair and Beauty Pty Limited ACN 600 205 052

Address of tenant: 15 Giblin Street, Downer ACT 2602

Signature of tenant or tenant's representative:

Date:

Time of receipt:

