

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		23	357	8	34	MAWSON
and known as 23/10 Wilkin Street, Mawson ACT 2607						
Seller	Full name	Robert Wayne Lowry				
	ACN/ABN					
	Address	23/10 Wilkin Street, Mawson ACT 2607				
Seller Solicitor	Firm	Nelson & Hill Lawyers				
	Email	reception@nelsonandhill.com.au				
	Phone	(02) 6152 8025	Ref	ARN:LM:23/02067		
	DX/Address	GPO Box 1451, Canberra ACT 2601				
Stakeholder	Name	Fuse Property Trust Account				
Seller Agent	Firm	Fuse Property				
	Email	zoe@fuseproperty.com.au				
	Phone	02 5110 7090	Ref	Zoe Stead		
	DX/Address	56 Monaro Street, Queanbeyan, NSW 2620 Australia				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, window treatments and light fittings -as inspected.				
Date for Registration of Units Plan	N/A					
Date for Completion	On or before 30 days from the date of this contract					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input type="checkbox"/> No <input type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Potential residential land?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No <input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No <input type="checkbox"/> Yes			

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

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

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name	Civium Strata Canberra	Phone	1300 724 256
Address	17-23 Townshend Street, Phillip ACT 2606		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property
- 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the

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

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

4. Restrictions on transfer

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

5. Particulars of title and submission of transfer

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

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

- 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

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

(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

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'

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if

- 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
- 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

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

- 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

amount claimed and the costs of the Buyer;

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

18. Notice to Complete and Default Notice

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

the period specified in clause 52.6 will apply; and

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

19. Termination — Buyer default

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

20. Termination — Seller default

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

* Alter as necessary

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

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

21. Rescission

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

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

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

22. Damages for delay in Completion

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

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

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

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

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

22.3 The parties agree that:

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

23. Foreign Buyer

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

23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

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

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

24.4.3 the Seller must carry on the enterprise until Completion;

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

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

(a) the Buyer must pay to the Seller

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

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

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

27. Unit title

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

28. Definitions and interpretation

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

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

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

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

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

30. Buyer rights limited

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

31. Adjustment of contribution

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

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes

33. Seller warranties

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

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

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

(b) defects disclosed in this Contract;

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

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

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

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

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

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

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

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

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

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

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Section 119 Certificate

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

37. Unregistered Units Plan

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

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

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

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

- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
 - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
 - 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
 - (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - (b) any personal or business relationship between the Developer and another party to the contract;
 - 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years

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

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

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

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

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

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

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

47. Incomplete development of Lot

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

48. Required first or top sheet

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

- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;

- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;

- 48.2.5 be signed by the Seller or a person authorised by the Seller; and

- 48.2.6 be substantially complete.

- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.

- 48.4 The Buyer may rescind this Contract if:

- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

- 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller; no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

SPECIAL CONDITIONS

1. INCONSISTENCY

If there is any inconsistency between a Special Condition and the Standard Terms, the provisions of the Special Conditions prevail.

2. DEFINITIONS AND INTERPRETATION

2.1. In these Special Conditions, the following definitions have the following meanings:

- (a) **“Contract”** means the Contract for Sale;
- (b) **“Director’s Guarantee”** means the personal guarantee of liability signed by the directors of the Buyer annexed to this Contract;
- (c) **“Party”** means a party to this Contract and **“Parties”** has the corresponding meaning;
- (d) **“Standard Terms”** means the ACT Contract for Sale CSo8.1-2018 produced by The Law Society of the Australian Capital Territory that forms part of this Contract; and
- (e) **“Special Conditions”** means these special conditions.

2.2. In these Special Conditions, unless the context otherwise requires a term used in these Special Conditions but not defined will have the meaning given to that term in the Standard Terms.

2.3. A reference to a clause in these Special Conditions is a reference to that clause in the Standard Terms, and a reference to a special condition is a reference to that special condition in these Special Conditions.

3. VARIATIONS TO STANDARD TERMS

3.1. Variations

Despite anything to the contrary, the following clauses in the Standard Terms are varied or deleted as applicable:

- (a) clause 2.6, the words “or in cash (up to \$200.00)” are deleted;
- (b) clause 17.1.1(a), the words “5% of the Price” are deleted and replaced with “\$1,000.00”;
- (c) clause 17.1.2(a), the words “5%” are amended to read “1%”;
- (d) clause 17.1.2(b) is deleted;
- (e) clause 22.1.2, add ‘10’ before %;
- (f) clause 26.2.5 is deleted; and
- (g) clause 28.2, the words “5% of the Price” are deleted and replaced with “\$1,000.00”.

4. ACKNOWLEDGEMENTS BY THE BUYER

4.1. Representations and Warranty

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

4.2. Repairs

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

4.3. Condition of the Property

- (a) The Property is sold in its current state of repair and condition, and with any latent or patent defects.
- (b) The Buyer accepts the Property as is and will take the Property with boundary and internal fences and other Improvements, if any, in their present state of condition and repair.
- (c) The Buyer relies upon its own inspection of the Improvements on the Land.
- (d) The Buyer agrees that it cannot make a claim, requisition, objection, rescind, terminate or delay Completion in respect of the nature, quality, state or repair and condition, latent or patent, defects, dilapidation or infestation of the Property or concerning the condition of the Improvements or their suitability for any purpose or the existence of any defects in them unless it has a right to do so at law.

5. AGENT'S COMMISSION

5.1. Seller's Warranty

The Seller warrants that it has not entered into an exclusive agency agreement for the sale of the Land and the Property with any agent other than the Seller Agent.

5.2. Buyer's Warranty

The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Land and the Property by any person other than the Seller Agent.

5.3. Buyer's Indemnity

The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller Agent arising from a breach of the Buyer's warranty under Special Condition 5.2.

5.4. Survival

This Special Condition 5 shall survive Completion, termination or rescission of this Contract.

6. TERMINATION ON INCAPACITY OF A PARTY

6.1. Natural Person

If a Party is a natural person (and, if comprising more than one person, any one or more of them) before Completion:

- (a) dies;
- (b) is found by a court or tribunal to be incapable of administering his or her estate or affairs;
- (c) commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth);
- (d) is declared bankrupt;
- (e) enters a scheme of arrangement; or
- (f) makes an assignment for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

6.2. Company

If a Party is a company or an authority (and, if comprising more than one company or authority, any one or more of them) before Completion:

- (a) appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking;
- (b) resolves to go into liquidation;
- (c) has a summons or application presented or an order made for its winding up; or
- (d) enters into a deed of arrangement, assignment or composition for the benefit of creditors,

the other Party may rescind this Contract and the provisions of clause 21 apply.

7. PRESENCE OF ASBESTOS

7.1. Asbestos Disclaimer

The Buyer acknowledges that the Seller has not and does not make any warranty or representation regarding the presence or otherwise of asbestos or that the Land and the Property is free of any form of asbestos.

7.2. Buyer to rely on own enquiries

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

7.3. Buyer's Warranty

The Buyer warrants that, on and from Completion, it will do all things necessary to comply with any requirements and regulations in relation to the actual and potential presence of asbestos and the Buyer indemnifies the Seller in relation to these requirements and regulations on and from Completion.

7.4. ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website www.asbestos.act.gov.au.

8. COMPLETION

8.1. Place for Completion

Completion shall take place at 2.30pm on the Date for Completion at the ACT Settlements Office located at the Law Society Building, 1 Farrell Place, Canberra in the Australian Capital Territory unless otherwise agreed by the Parties in writing.

9. FOREIGN REVIEW BOARD APPROVAL

9.1. Approval Not Required

The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer and that the Buyer is not subject to the approval of the Foreign Investment Review Board.

9.2. Buyer to Indemnify

The Buyer will indemnify the Seller against any actions, penalties, fines, legal costs, claims, loss, expenses, liabilities, damage or interest suffered as a result of a breach of the warranty at Special Condition 9.1.

9.3. Survival

This Special Condition 9 survives Completion, termination or rescission of this Contract.

10. NOTICE

10.1. Definitions

In this Special Condition 10, “**Relevant Person**” has the following meaning:

- (a) for the Buyer, means the Buyer’s Solicitor; and
- (b) for the Seller, means the Seller’s Solicitor.

10.2. Service of notice by email

Any notice, request, demand, consent or other communication required or authorised by this Contract to be given or made under or pursuant to this Contract shall be deemed to have been duly given or made if it is sent by electronic mail to the Relevant Person’s email address as notified by the Relevant Person from time to time.

10.3. Receipt of notice

Any notice sent pursuant to Special Condition 10.2, shall be deemed to have been received:

- (a) if sent before 5:00pm on a Business Day (as at the location of the recipient of the notice), that Business Day; or
- (b) at any other time or day, the next Business Day.

11. KEYS

Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the onto the Land and into the Improvements and any other keys in the Seller's possession. The Buyer will make no claim, objection, requisition, rescind, terminate or delay Completion with respect to the availability or others of any other keys to the Land and the Improvements.

12. ADJUSTMENTS

12.1. Failure to Complete

If Completion does not occur by the Date for Completion due to the Buyer's delay or default, the Parties agree that adjustment of all Land Charges, excluding any income associated with the Property, under clause 8 will be adjusted from the Date of Completion rather than the actual date Completion takes place.

12.2. Special Water Meter Reading

- (a) The Buyer must provide the Seller's solicitor with an Icon Water special water meter reading certificate at least three business days prior to the Date for Completion, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate.
- (b) Notwithstanding clause 8.4, the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

13. DIRECTOR'S GUARANTEE

- 13.1.** If the Buyer is a corporation, the Buyer acknowledges and agrees that, in accordance with its constitution and the law applicable to it, each of the directors of the Buyer have, on the date of this Contract, properly executed the Director's Guarantee attached to this Contract.

14. DEPOSIT BOND OR BANK GUARANTEE

14.1. Definitions

In this Contract, the following definitions have the following meanings:

- (a) **"Bond"** means either:
 - (i) a deposit bond issued to the Seller at the request of the Buyer for 10% of the Purchase Price and in a form satisfactory to the Seller; or
 - (ii) a bank guarantee issued by a bank operating in Australia for 10% of the Purchase Price in a form satisfactory to the Seller.

14.2. Payment by Bond

- (a) The Seller agrees to accept a Bond provided that:
 - (i) the Buyer delivers the Bond to the Seller or the Seller's solicitor on or before the Date of this Contract;

- (ii) the Bond is to the value of 10% of the Purchase Price and, for the avoidance of doubt, clause 52 of the Contract does not apply to the Bond;
 - (iii) the Bond has an expiry date no earlier than 30 days after the Date for Completion; and
 - (iv) the Bond includes the Seller as a beneficiary.
- (b) The Buyer must pay the amount stipulated in the Bond to the Seller by way of unendorsed bank cheque on Completion of this Contract, on expiry of the Bond or at such other times as may be provided for the Deposit to be accounted for to the Seller.

14.3. Replacement of Bond

- (a) In the event of any of the following occurring:
- (i) between the Date of this Contract and Completion, the Seller becomes aware that the Bond is not compliant with Special Condition 14.2(a) and serves Buyer with written notice of those defects;
 - (ii) the provider of the Bond is placed under external administration of any nature before Completion;
 - (iii) the Date for Completion is extended beyond the Bond expiry date, either by agreement between the parties or as a result of delay of either Party;
 - (iv) the Seller serves written notice on the Buyer that they reasonably believe that Completion will occur on a date that is after the Bond expiry date;
- then the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
- (v) providing a replacement Bond by another bond provider reasonably acceptable to the Seller, that complies with the terms included in Special Condition 14.2(a); or
 - (vi) payment of the Deposit by way of unendorsed bank cheque to the Stakeholder.
- (b) This Special Condition 14.3 is for the benefit of the Seller and the performance of the Buyer's obligations under this Special Condition 14.3 are an essential condition of this Contract.
- (c) Time is off the essence in relation to the Buyer's obligations under this Special Condition 14.3.

14.4. Immediate Payment of Deposit

- (a) If:
- (i) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit in accordance with clause 19 or as otherwise permitted under this Contract or at law;
 - (ii) the Bond has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller at least 30 days prior to the expiry of the Bond;
 - (iii) in the Seller's opinion, the provider of the Bond is unable to pay the amount referred to in the Bond;
- then, to the extent that the amount guaranteed under the Bond has not already been paid, the Buyer must immediately pay the Deposit, or so much of it that has not been paid, by unendorsed bank cheque to the Stakeholder.

- (b) Nothing in this Special Condition 14.4 prevents the Seller from terminating this Contract in accordance with Special Condition 14.5 and claiming upon the Bond and the Buyer agrees time is of the essence in relation to its obligations under Special Condition 14.4(a).
- (c) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 14.4(a).

14.5. Termination due to failure of Bond

For the avoidance of doubt, if the Buyer fails to comply with its obligations under Special Condition 14.3 or Special Condition 14.4 within the required timeframe, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

15. SHUTDOWN PERIOD – ACT

15.1. Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 15 has the meaning given to it in this clause 15.

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

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

WHO means the World Health Organisation.

15.2. Shutdown period

In this clause 15 **Shutdown Period** means any Business Day:

(a) when any of the following is closed:

- (i) the ACT Law Society settlements room;
 - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (iv) the place of business of the Seller's solicitor;
 - (v) the place of business of the Buyer's solicitor;
 - (vi) the ACT Land Titles Office; or
 - (vii) the ACT Revenue Office,
- in accordance with any direction by a Government Department or Authority or company policy; or

(b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 15.2(a) due to being Isolated,

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

15.3. Notice of closure

(a) Either party to this Contract may invoke this clause 15 by notice to the other

party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

15.4. Completion extended

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

15.5. Extension of Notice to Complete

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

15.6. Extension of other notice

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

15.7. Payment of damages

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

15.8. Rescission of Contract

In the event that the Shutdown Period exceeds a total of 3 months, the Seller may rescind the Contract and the provisions of clause 21 will apply.

Director's Guarantee

I, _____ (Full name of Director)
of _____ (Address)
agree as follows:

1. I am a Director of the Buyer, who will enter into a contract for sale with _____ (Seller's Details)
(the Contract).
2. In consideration of the Seller entering into the Contract at my request, I agree to guarantee to the Seller:
 - (a) the performance by the Buyer of all its obligations under this Contract before, on, and after Completion of the Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under the Contract or otherwise.
3. This is a continuing guarantee and binds me notwithstanding:
 - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any or more of the Buyer or the Buyer's directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to the Buyer's Directors; and
 - (c) Completion of the Contract.
4. In the event of any breach by the Buyer, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I will indemnify, and keep indemnified, the Seller against any liability, loss, damage or claim which the Seller may incur due to the default of the Buyer under, or in respect of, the Contract.
6. If the Buyer is a company, and in consideration for the Seller entering into this Contract with the Buyer, the Buyer acknowledges and agrees that each director of the Buyer must properly execute the director's guarantee attached to this Contract, whereby the directors of the Buyer each personally guarantee to the Seller the Buyer's performance under this Contract.

SIGNED, SEALED AND _____)

DELIVERED by the Buyer's _____)

Director in the presence of: _____)

Date

Signature of Witness

Signature of Buyer's Director

Name of Witness

Name of Director

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 34 Block 8 on Deposited Plan 6377 with 37 units on Unit Plan 357

Unit 23 (Class A) entitlement 28 of 1000, 3 subsidiaries

Lease commenced on 04/04/1985, terminating on 22/08/2082

Proprietor

Robert Wayne Lowry

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

Volume 961 Folio 88 Edition 1

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 34 Block 8 on Deposited Plan 6377 with 37 units on Unit Plan 357

Lease commenced on 04/04/1985, terminating on 22/08/2082

COMMON PROPERTY

Proprietor

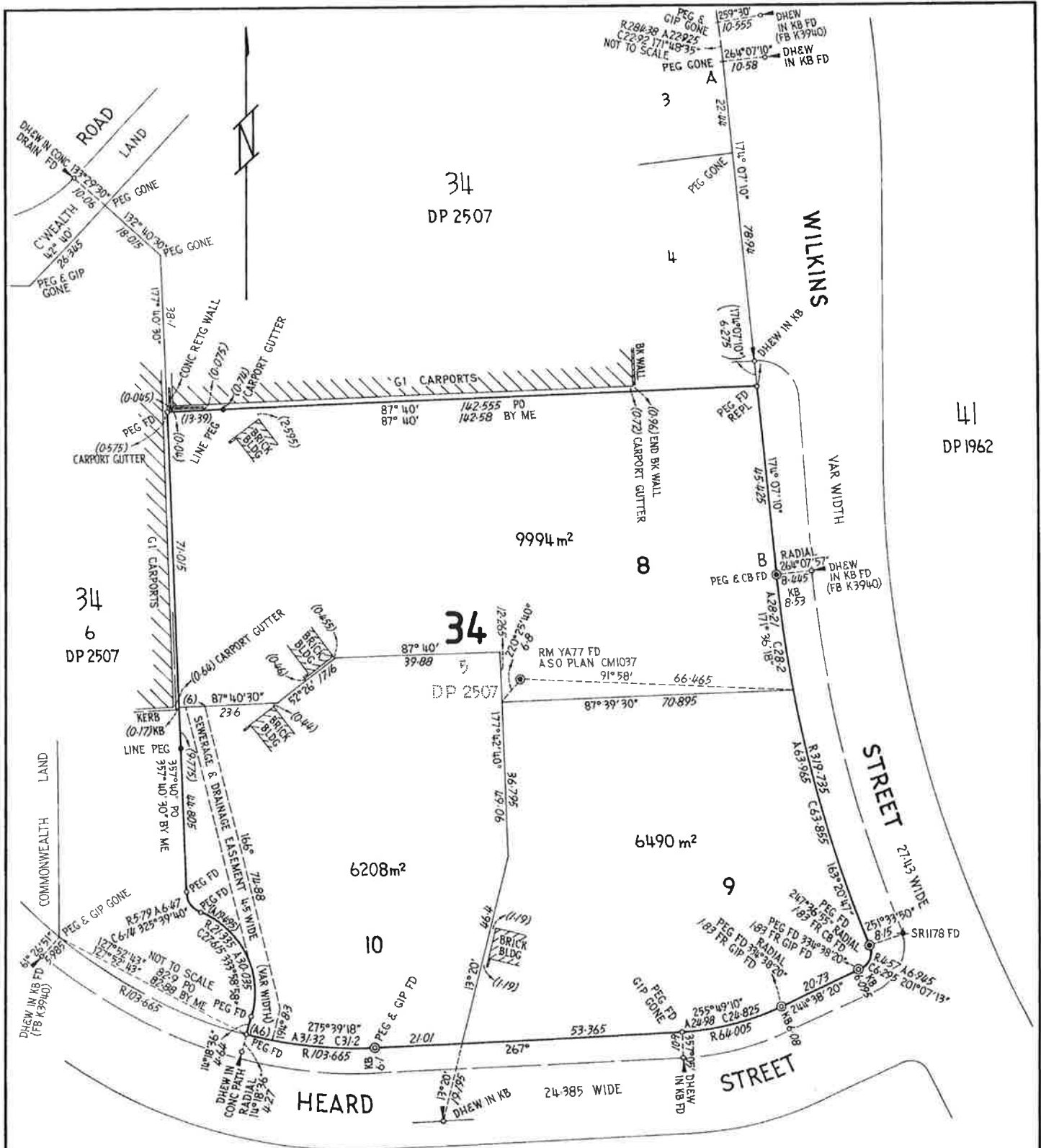
The Owners - Units Plan No 357

PO Box 3336, Weston

REGISTERED ENCUMBRANCES AND INTERESTS

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

End of interests



REFERENCE MARKS

- ⊙ Denotes G.I.P. in road 1-83 radially from T.P.
- ⊙ " C.B. " " 1-83 " " T.P.
- (Except as otherwise shown)

Asimuth: A-B (Stream)

I, JOHN WARREN FOXLEE of CANBERRA a surveyor registered under the Surveyors Ordinance 1987 hereby certify that the survey represented on this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with Survey Practice Directions 1980 and was completed on 15 AUGUST 1984

(Signature) *J. Foxlee* 15.8.84

Surveyor registered under the Surveyors Ordinance 1987

I certify that this plan is the plan prepared in accordance with the Districts Ordinance 1966

(Signature) *J.M. Sleep* 5.11.84
Commonwealth Surveyor-General

PLAN OF
BLOCKS 8-10 SECTION 34
BEING A SUBDIVISION OF BLOCK 5
DIVISION: MAWSON
DISTRICT: WODEN VALLEY

AUSTRALIAN CAPITAL TERRITORY

Field Books:

SCALE 1:750
0 5 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twentieth day of December 1984 at 10 past Nine o'clock in the fore noon

Approved (Signature) *[Signature]* Registrar of Titles

DEPOSITED PLAN

6377

AMENDS DP2507

X5208

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357

Block 8
Register Book Volume 950

Section 34
Folio 40

Division of MAWSON
Deposited Plan No 6377

Address of the Corporation for service of documents

of Messrs O'Neale, Solicitors, Suite 20, Unit 100
at the Service Centre, City of Brisbane (Queensland, Australia)

JOHN WARREN FOXLEE
of 42 YIMAN ST, WARAMANGA, ACT

a surveyor registered under the Surveyors Ordinance 1987 hereby certify that -

- (a) the diagram on this sheet shows -
 - (i) the boundaries of the above mentioned parcel of land
 - (ii) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided and
 - (iii) the boundaries at ground level or projected to ground level of the extremities of each building or building in the course of erection on the parcel and
- (b) any building or building in the course of erection on the parcel is wholly within the parcel except to the extent to which -
 - (i) any eaves and gutters (including downpipes) that form or are to form part of the building project or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 or
 - (ii) any rigid awning that forms or is to form part of the building project or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands or will stand on land that forms part of a place that is a public place within the meaning of that Ordinance

Dated this 12th day of DECEMBER 1984

* Delete if not applicable
+ Delete if there is no building or building in the course of erection on the parcel

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land

Dated this 28th day of MARCH 1985

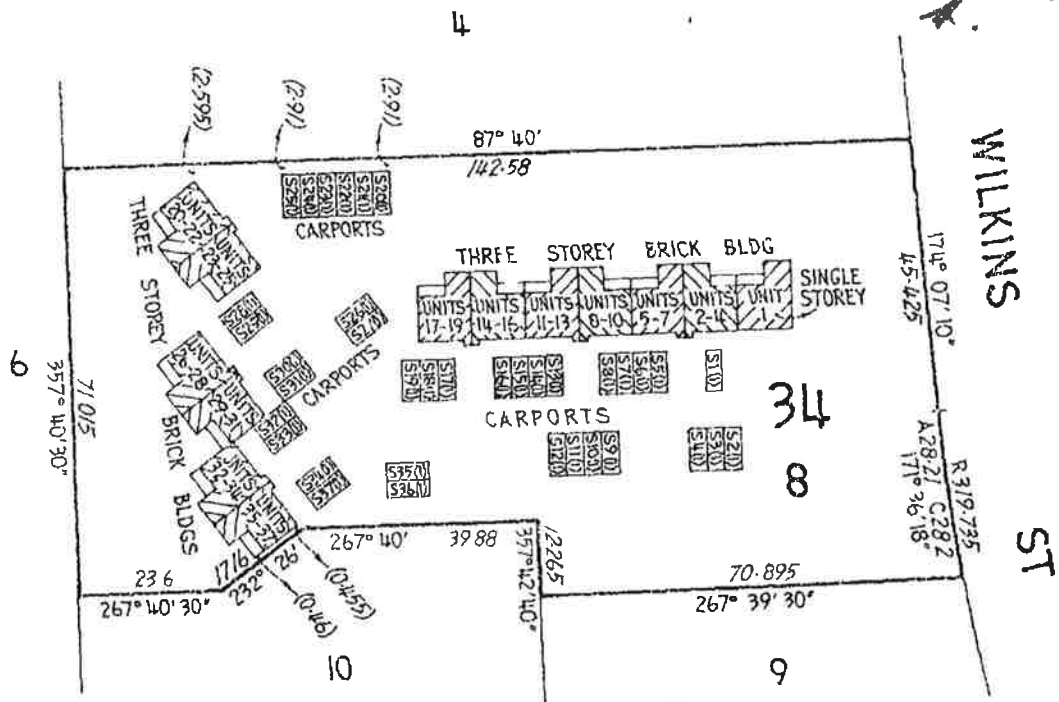
1.9/ 28/3/85 NS
Deputy of the Minister of State for Territories and Government

Fourth day of April 1985
at Ten O'Clock in the fore noon the number allocated to the Units Plan being 357

The terms of the leases of the units and the lease of the common property expire on the Twenty Second day of August 2000



SITE PLAN



0 10 20 30 40 50 METRES

Scale 1: 1000



Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357


SCHEDULE OF UNIT ENTITLEMENTS

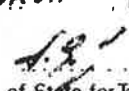
Block 8


Section 34

Division of MAWSON

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	28	3	961	51
2	28	3	961	52
3	26	3	961	53
4	27	3	961	54
5	28	3	961	55
6	26	3	961	56
7	27	3	961	57
8	28	3	961	58
9	26	3	961	59
10	27	3	961	60
11	28	3	961	61
12	26	3	961	62
13	27	3	961	63
14	28	3	961	64
15	26	3	961	65
16	27	3	961	66
17	28	3	961	67
18	26	3	961	68
Aggregate				



 Column 1 above is the schedule of unit entitlement approved for the subdivision.
 Dated this 28th day of MARCH 19 85.

 Minister of State for Territories and Local Government

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 Register Book Volume 961 Folio 68.


Signed at the Minister of State for Territories and Local Government

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357**SCHEDULE OF UNIT ENTITLEMENTS**

Block 8

Section 34

Division of MAWSON

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
19	27	3	961	69
20	28	3	961	70
21	26	3	961	71
22	27	3	961	72
23	28	3	961	73
24	26	3	961	74
25	27	3	961	75
26	28	3	961	76
27	26	3	961	77
28	27	3	961	78
29	28	3	961	79
30	26	3	961	80
31	27	3	961	81
32	28	3	961	82
33	26	3	961	83
34	27	3	961	84
35	28	3	961	85
36	26	3	961	86
37	27	3	961	87
Aggregate	37	1000		

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

Dated this 28th day of MARCH 1983

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume ... 961 ... Folio ... 88 ...



FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357

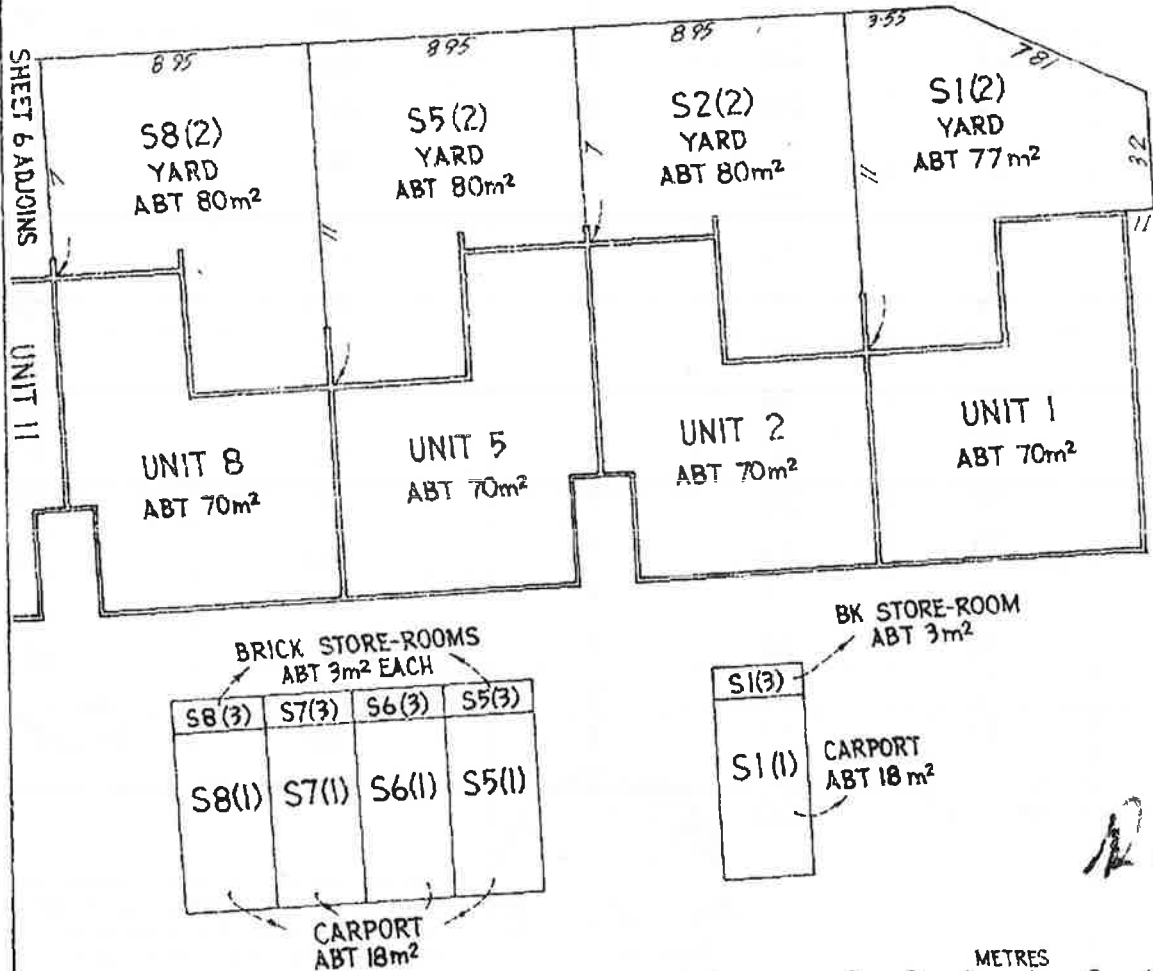
Block 8 Section 34 Division of MAWSON

FLOOR PLAN

(1) GROUND
CLASS A UNITS
AND UNIT SUBSIDIARIES

(1) Number of floor

NOTE: YARD SUBSIDIARIES S2(2), S5(2) & S8(2)
ARE LIMITED IN HEIGHT BY THE PROJECTION
OF FIRST FLOOR BALCONIES AND ARE BOUND
BY TIMBER FENCES



Scale 1:200

SHEET 5 ADJOINS

0 2 4 6 8 10 METRES

Applicant: *[Signature]*

Minister of State for Territories and Local Government: *[Signature]*

FORM 3

Real Property (Unit Titles) Ordinance 1970

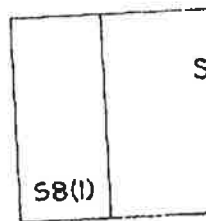
UNITS PLAN No. 357

Block 8 Section 34 Division of MAWSON

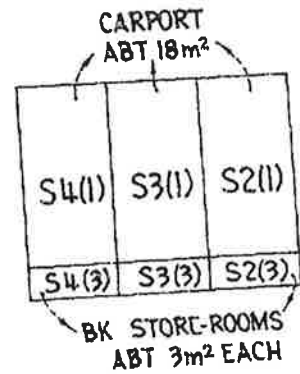
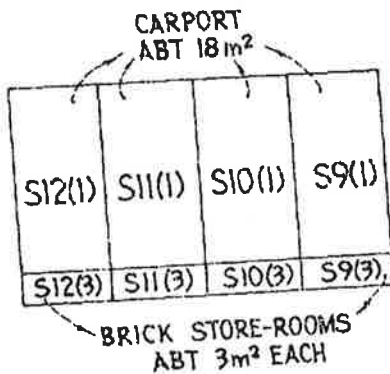
FLOOR PLAN

(1) GROUND
CLASS A UNIT SUBSIDIARIES

(1) Number of floor



SHEET 4 ADJOINS



Scale 1:200

0 2 4 6 8 10 METRES

Applicant Commonwealth Development Corporation Ltd

Signature of the Minister of State for Territories James L. ...

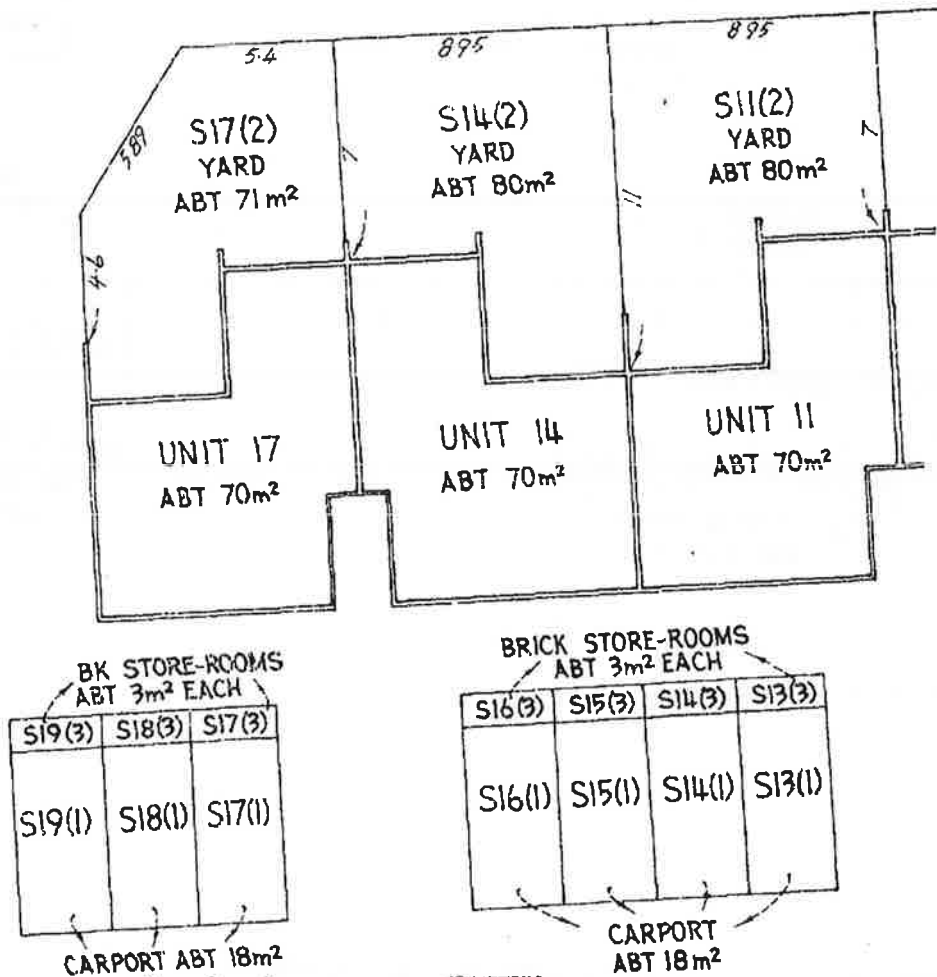
UNITS PLAN No. 357Block **8**, Section **34**, Division of **MAWSON**SHEET 8
ADJOINS**FLOOR PLAN**
(1) **GROUND**
CLASS A UNITS
AND UNIT SUBSIDIARIES

NOTE: YARD SUBSIDIARIES ARE LIMITED
IN HEIGHT BY THE PROJECTION
OF FIRST FLOOR BALCONIES AND
ARE BOUND BY TIMBER FENCES

SHEET 7 ADJOINS

SHEET 4
ADJOINS

UNIT 8



Applicant



Minister of State for Territories and Local Government

Minister of State for Territories and Local Government

Real Property (Unit Titles) Ordinance 1970

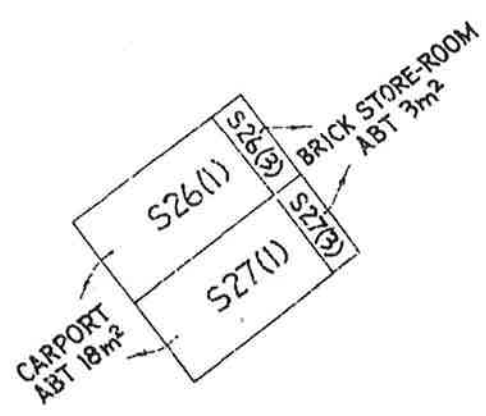
UNITS PLAN No. 357

Block 8, Section 31, Division of MAWSON

SHEET 8 ADJOINS

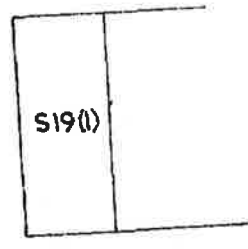
FLOOR PLAN GROUND CLASS A UNIT SUBSIDIARIES

(1) Number of floor

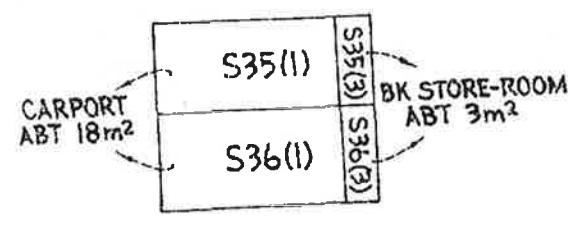


UNITS 17-19

SHEET 6 ADJOINS



SHEET 9 ADJOINS



Scale 1:200 0 2 4 6 8 10 METRES

Applicant: [Signature] [Stamp] of the Minister of State for Territories and Local Government: [Signature]

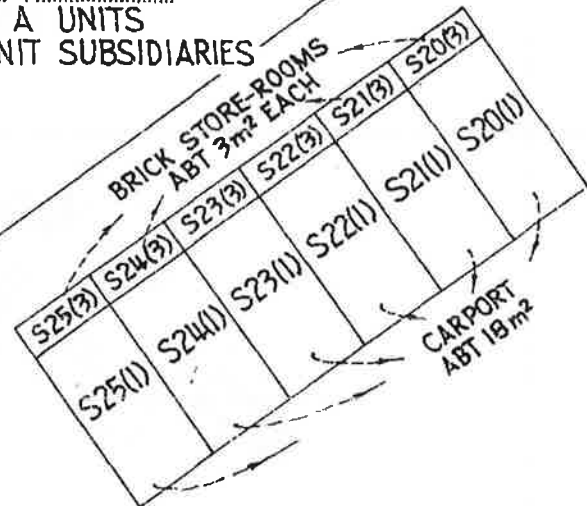
UNITS PLAN No. 357

Block 8 Section 34 Division of MAWSON

FLOOR PLAN

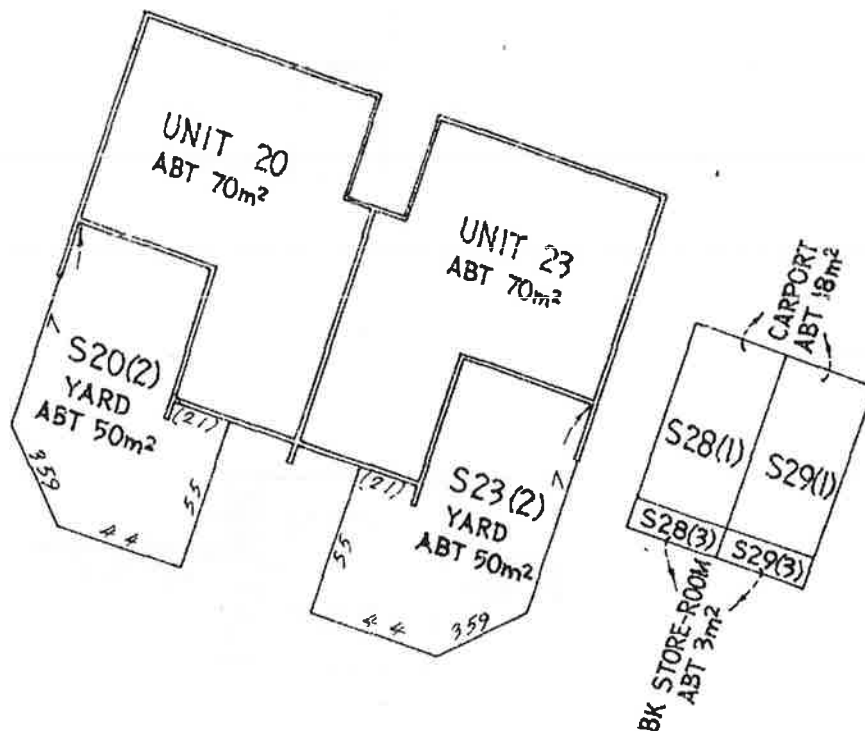
(1) GROUND
CLASS A UNITS
AND UNIT SUBSIDIARIES

4



NOTE: YARD SUBSIDIARIES ARE LIMITED
IN HEIGHT BY THE PROJECTION
OF FIRST FLOOR BALCONIES AND ARE
BOUND BY TIMBER FENCES

SHEET 7 ADJOINS



Scale 1:200

0 2 4 6 8 10 METRES

SHEET 9 ADJOINS

Applicant

Minister of State for Territories and Communities

Block 8, Section 34, Division of MAWSON

(1) GROUND
CLASS A UNITS
AND UNIT SUBSIDIARIES

SHEET 8 ADJOINS

SHEET 7
ADJOINS

Scale: 1:200

0 2 4 6 8 10 METRES

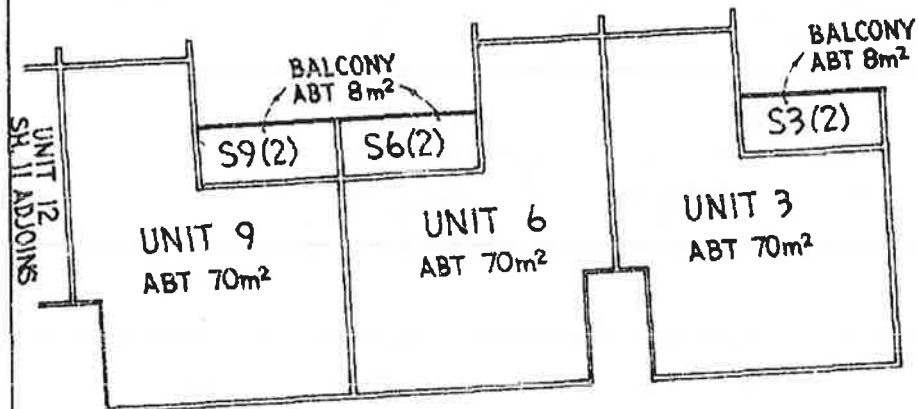
Applicant

Minister of State for Territories & Local Government

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357Block 8 Section 34 Division of MAWSON**FLOOR PLAN**(1) **FIRST**
CLASS A UNITS
AND UNIT SUBSIDIARIES

(1) Number of floor



0 2 4 6 8 10 METRES

Scale: 1:200

Applicant



Minister of State for Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357

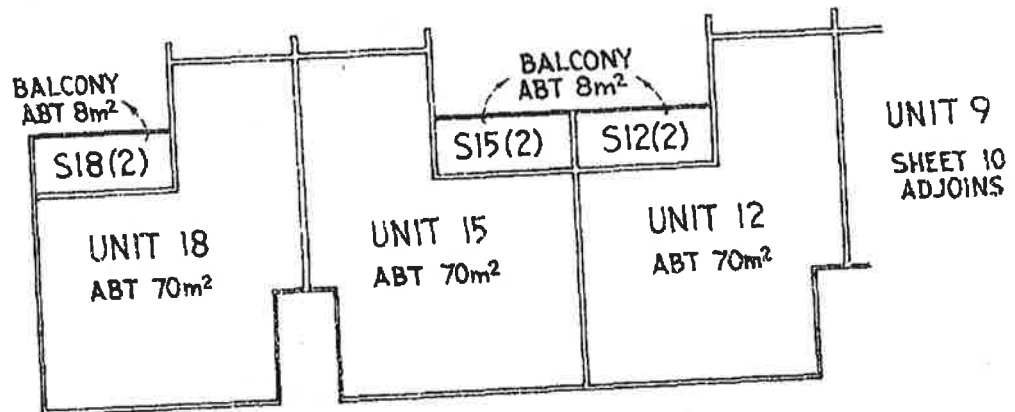
Block 8, Section 34, Division of MAWSON

FLOOR PLAN

(1) FIRST
CLASS A UNITS
AND UNIT SUBSIDIARIES

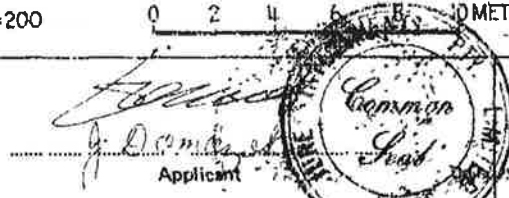
(1) Number of floor

SHEET 12 ADJOINS



Scale 1:200

0 2 4 6 8 10 METRES



Minister of State for Territories, School Command

Real Property (Unit Titles) Ordinance 1970

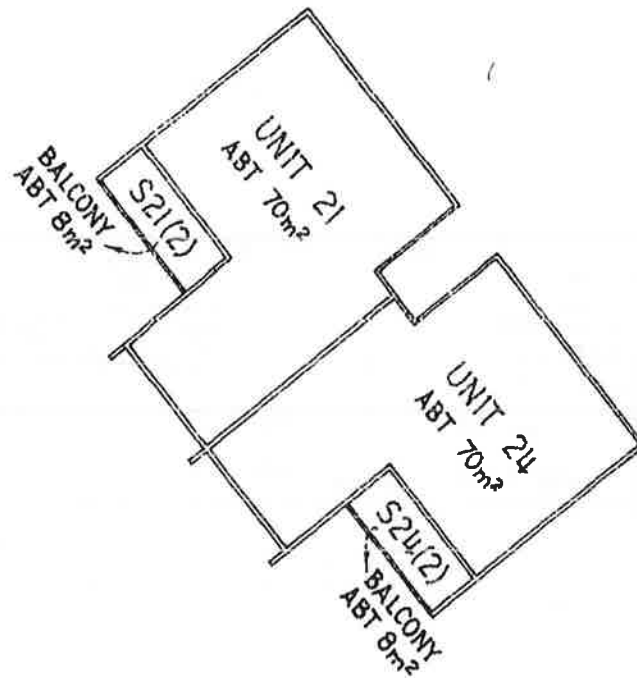
UNITS PLAN No. 357

Block 8, Section 34, Division of MAWSON

FLOOR PLAN

(1) FIRST
CLASS A UNITS
AND UNIT SUBSIDIARIES

(1) Number of floor



SHEET 11 ADJOINS

SHEET 13 ADJOINS

Scale 1:200

0 2 4 6 8 10 METRES



Applicant

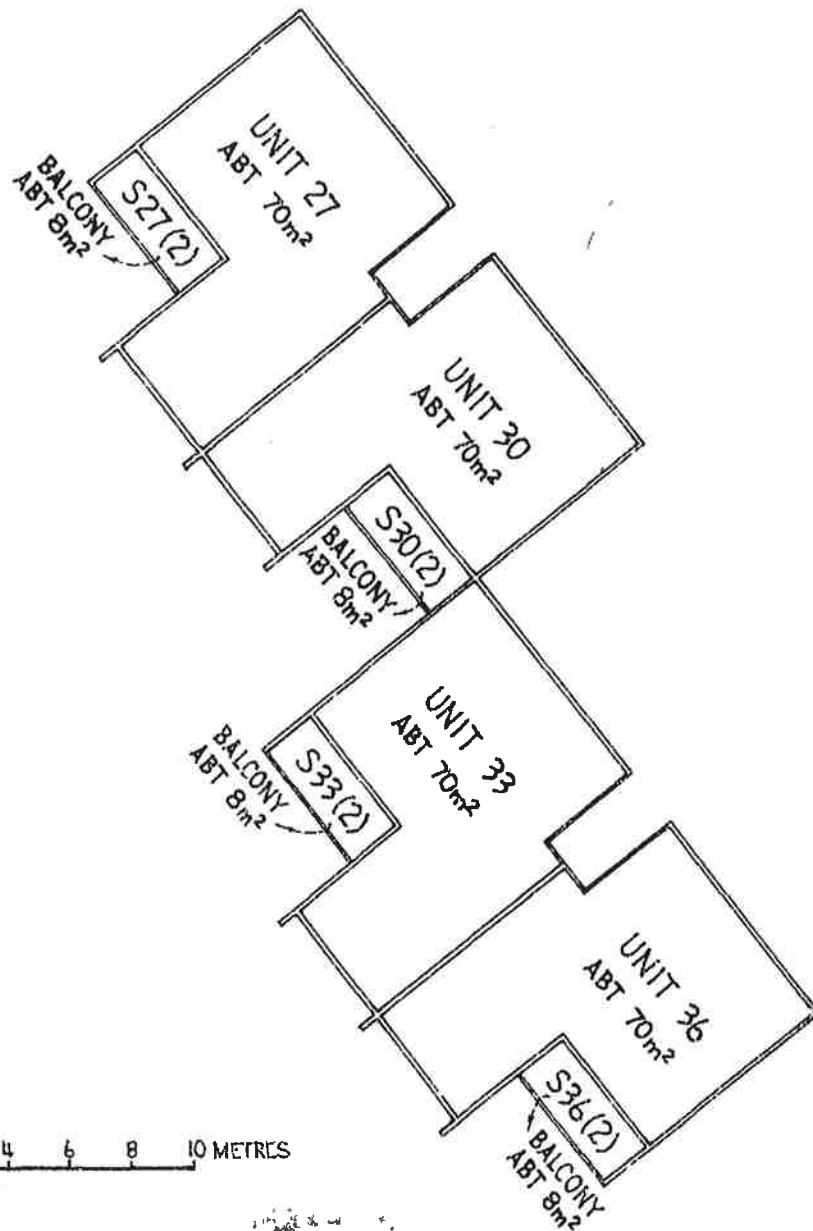
Minister of State for Territories and Local Government

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357Block 8 Section 34 Division of MAWSON**FLOOR PLAN**(1) FIRST
**CLASS A UNITS
AND UNIT SUBSIDIARIES**

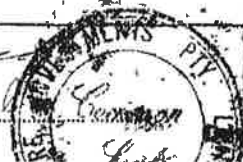
(1) Number of floor

SHEET 12 ADJOINS



Scale. 1:200

Applicant



Signature of the

Minister of State for Territories & Local Government

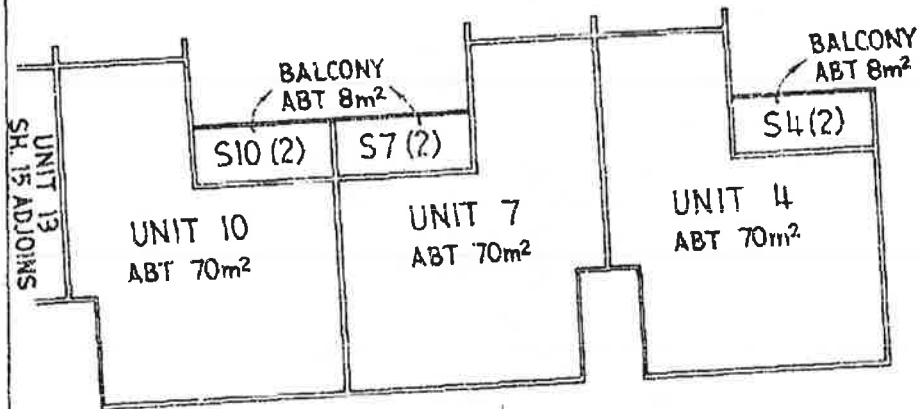
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357

Block... 8 ... Section... 34 ... Division of... MAWSON ...

FLOOR PLAN(1) **SECOND**
CLASS A UNITS
AND UNIT SUBSIDIARIES

(1) Number of floor



0 2 4 6 8 10 METRES

Scale. 1:200

[Signature]
Applicant

[Seal]
COMMERCIAL
SEAL

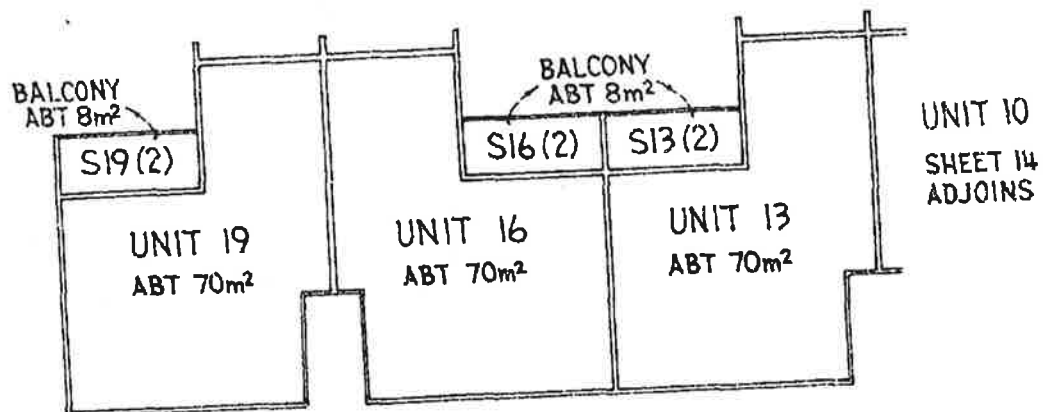
Minister of State for Territories & Local Government

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357Block 8, Section 34, Division of MAWSON**FLOOR PLAN**(1) SECOND
**CLASS A UNITS
AND UNIT SUBSIDIARIES**

(1) Number of floor

SHEET 16 ADJOINS



Scale 1:200

0 2 4 6 8 10 METRES

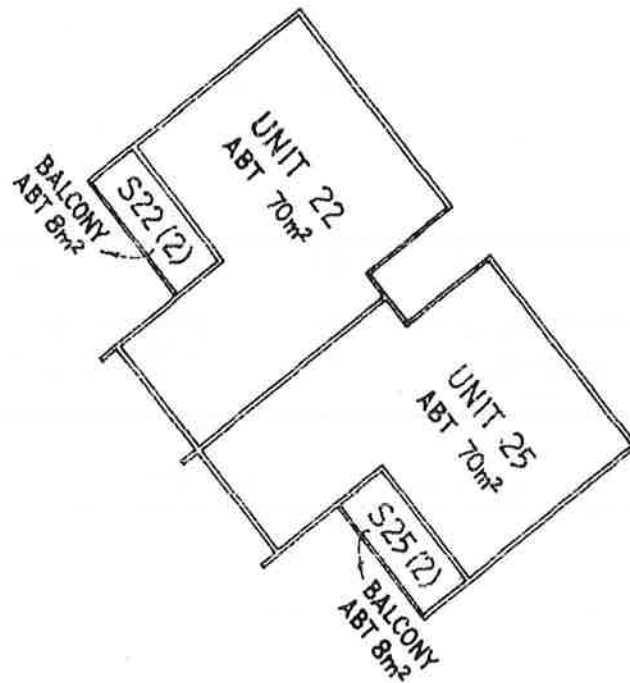
Applicant

Minister of State for Territories & Local Government

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357Block **8** Section **34** Division of **MAWSON****FLOOR PLAN**(1) **SECOND**
CLASS A UNITS
AND UNIT SUBSIDIARIES

(1) Number of floor

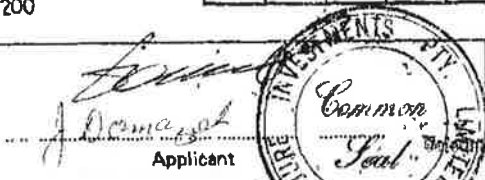


SHEET 15 ADJOINS

SHEET 17 ADJOINS

Scale. 1:200

0 2 4 6 8 10 METRES



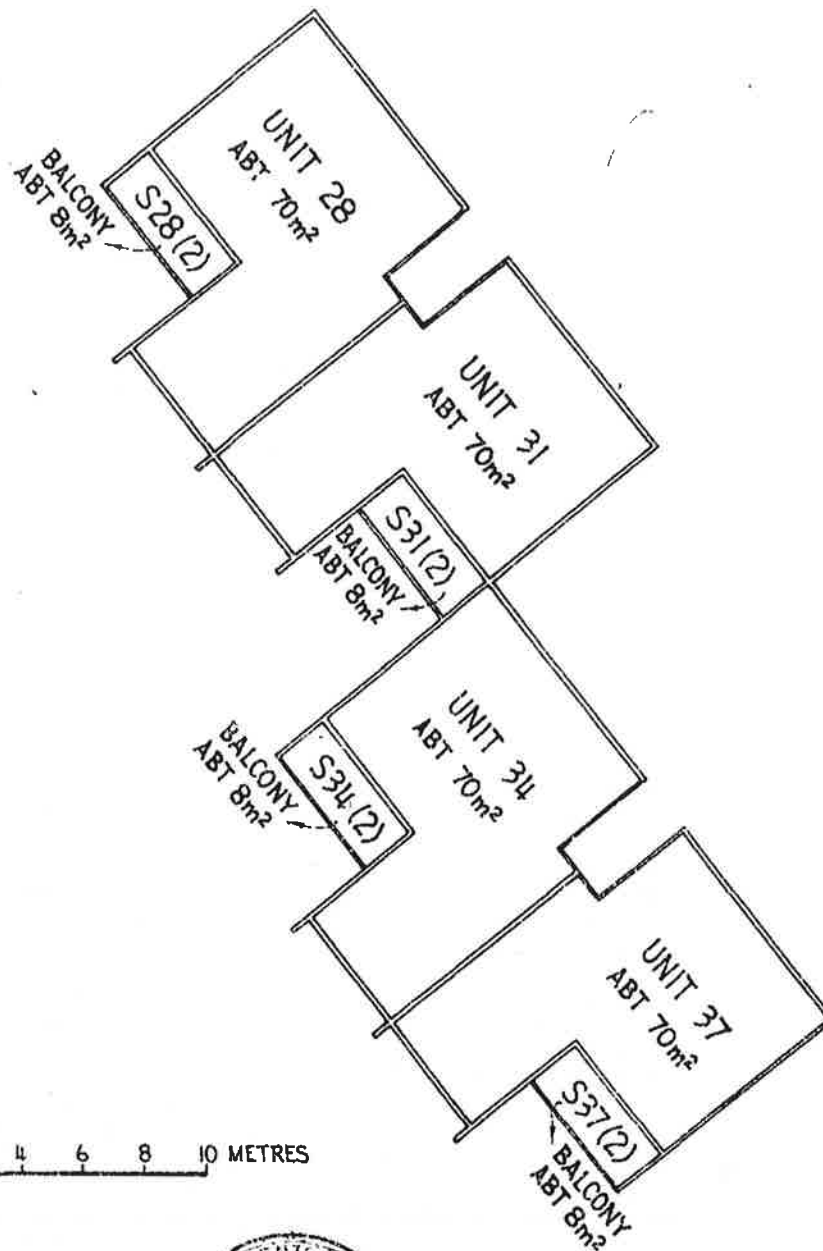
Applicant

Minister of State for Territories & Local Government

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 357Block 8, Section 34, Division of MAWSONSHEET 16
ADJOINS**FLOOR PLAN**(1) SECOND
**CLASS A UNITS
AND UNIT SUBSIDIARIES**

(1) Number of floor



0 2 4 6 8 10 METRES

Scale 1:200

[Signature]
Applicant

[Stamp: INVESTMENTS PTY. LTD. COMMON SEAL]

Minister of State for Territories *[Signature]* ~~Minister of State for Territories~~

FORM 4

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO 357

Block 8 Section 34 Division of Mawson

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

1. In this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
2. The term of the lease of each of the units expires on the twenty second day of August Two thousand and eighty two.
3. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
4. Each of the Lessees of Units Nos. 1-37 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Commonwealth;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit or any unit subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Commonwealth may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the unit and unit subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or demolition and

removal shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Commonwealth or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Commonwealth or a statutory authority (but which has not been paid by the 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 City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.

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

- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;

(b) that if -

- (i) any rent 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 unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after any period referred to in paragraph (b) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (b) of this clause;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on

behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;

(g) if the Lessee shall -

- (i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

6. Each of the Lessees of Units Nos. 1-37 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 8 Section 34 Division of Mawson on Deposited Plan Number 6377 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than thirty seven residential units in total.

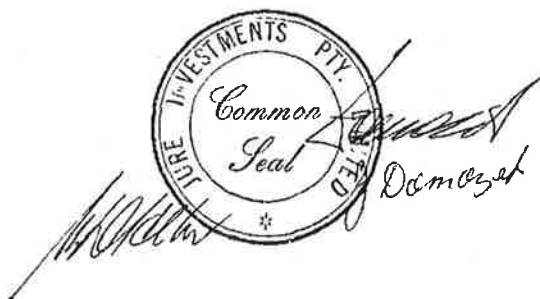
DATED the *TWENTY EIGHTH* day of *MARCH* 19 *85*

28-3-85

[Signature]

Delegate of the Minister of State
for Territories

Applicant



FORM 5

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 357

Block 8 Section 34 Division of Mawson

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

1. In this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances.
2. The term of the lease expires on the twenty second day of August Two thousand and eighty two.
3. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
4. The Proprietors - Units Plan No. 357 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Commonwealth;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads 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;
 - (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Commonwealth;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads 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 land forming the common property the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Commonwealth may require the Corporation to remove a building

part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Commonwealth in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf 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 land forming the common property.

5. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows:-

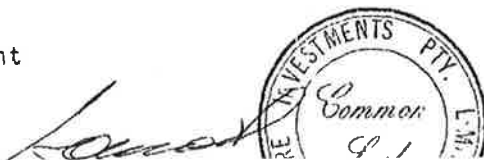
- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after the period referred to in paragraph (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
- (d) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance.

6. The Proprietors - Units Plan No. 357 acknowledge that the building or buildings erected on the parcel of land defined as Block 8 Section 34 Division of Mawson on Deposited Plan Number 6377 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than thirty seven residential units in total.

DATED the *TWENTY EIGHTH* day of *MARCH* 19 *85*

[Signature]
Delegate of the Minister of State
for Territories

Applicant



MINUTE PAPER

SUBJECT:

Block 8 Section 34 MAWSON

REF: TL 333/34/8

Registrar of Titles

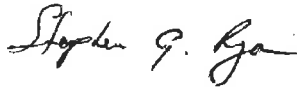
Attention Unit Titles Officer

The many amendments to the original proposal submitted to the Minister's delegate for approval under the provisions of the Unit Titles Ordinance 1970 on 27 August 1984 have been noted.

Because of the extent of the amendments sought by your office following receipt of comments from the Australian Survey Office it is not practical, in this instance, for each of the amendments to be initialled by the Minister's delegate therefore folios 1 - 9 are initialled in the bottom righthand corner.

Accordingly I would ask you to note that the approval and endorsement of the proposal has been given in respect of the documents as submitted to your office. The boundaries to the subsidiaries (as discussed with you on 27.3.85) have been defined. I understand that the proposal as depicted in these documents is now acceptable for lodgment with your office.

Thank you for your co-operation in this matter.



for Assistant Secretary
Residential Leases

28.3.85



Price
PRICE Deputy
Registrar of Titles

No. 620761 The Proprietors of Units
Plan No. 357 have changed their
address for service of Documents to *PO*

Box 36 DUFFY ACT 2611

Entered *26* *JULY* 1988 at *REN* o'clock in
the *fore* noon



M. A. RYAN Deputy
Registrar of Titles

No 731058 The Proprietors of Units
Plan No. 357 have changed their
address for service of Documents to

PO BOX 3336
WESTON ACT 2611

Entered *7* *MAY* at *ten* o'clock in
the *fore* noon



A. J. TAYLOR Deputy
Registrar of Titles



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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	23	Block	8	Section	34	Suburb	MAWSON
------	----	-------	---	---------	----	--------	--------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) N/A	()	()
Certificate Number:		Dated:

Please Note: There are no development covenants within the latest Crown Lease, therefore a Compliance Certificate is not applicable.

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

Customer Service Centre

Date: 12-APR-23 16:10:40

Applicant's Name :

Levi McCormack

E-mail Address :

levi@nelsonandhill.com.au

Client Reference :

23/02067

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-APR-2023 16:10

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

MAWSON Section 34/Block 8/Unit 23

Building Class: A

Area(m2): 9,991.5

Unimproved Value: \$6,500,000

Year: 2022

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status
41	18	202139676	PROPOSAL FOR DUAL OCCUPANCY - Construction of two new single storey dwellings, garages, driveways, landscaping and associated works	Approval Conditional	16-FEB-22

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-APR-2023 16:10

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

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

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

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **357** Unit No. **23**

Unit Owner/Eligible Person: **Lowry - sale**

Nelson & Hill Lawyers
levi@nelsonandhill.com.au

1. Committee Details

Jeremy C Roach
Julie & Stephen Sheedy
Katie Louise Fenner
Gabrielle Mary Harrold

c/- Civium Canberra
ABN: 39 121 276 300
Locked Bag 3008
WODEN ACT 2606
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

Civium Canberra
ABN: 39 121 276 300
Locked Bag 3008
WODEN ACT 2606

3. Records

The place where the corporation's records can be inspected and contact details:

Laura Black
Civium Canberra
ABN: 39 121 276 300
Locked Bag 3008
WODEN ACT 2606
e: certificates@civium.com.au

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE SECTION 119

Units Plan No. **357** Unit No. **23**


4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	LONGITUDE INSURANCE	LNG-STR-20149424	\$12,987,000.00	09/04/2024	\$14,461.80 Excess: \$2,000.00
Public Liability			\$20,000,000.00		
Fidelity			\$100,000.00		
Office Bearers			\$5,000,000.00		
Voluntary Workers			\$200,000.00		
Loss of Rent/Temp Accommodation			\$1,948,050.00		
Catastrophe					

5. Contributions

5.1 The period the contributions for the unit are for: **01/07/2022 - 30/06/2023**

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
20/10/2022	Standard Levy Contribution Schedule 01/07/2022 - 30/09/2022	\$685.55	\$173.94	\$859.49
31/12/2022	Standard Levy Contribution Schedule 01/10/2022 - 31/12/2022	\$685.55	\$173.94	\$859.49
31/03/2023	Standard Levy Contribution Schedule 01/01/2023 - 31/03/2023	\$685.55	\$173.94	\$859.49
30/06/2023	Standard Levy Contribution Schedule 01/04/2023 - 30/06/2023	\$685.55	\$173.94	\$0.00
Admin Fund Contributions				\$2,742.20
Sinking Fund Contributions				\$695.76
Total Contributions				\$3,437.96
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00
 BPAY DETAILS FOR SETTLEMENT Biller Code: 96503 Ref: 289711681 52017				
Total amount overdue				\$0.00 + Interest

Amounts overdue are calculated as at 26/04/2023.

Amounts due at any proposed settlement may vary as a result of additional contributions becoming due, interest penalties and other amounts charged to the lot which may include legal costs and utility or other charges. Please contact us for an update prior to settlement.

Unit Titles (Management) Act 2011

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **357** Unit No. **23**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$9,459.80

Sinking Fund \$161,878.63

Total \$171,338.43

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: N/A

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 36 Month Term

6.5. Application for Crown Lease extension:

Nil

6.6 Details of any ongoing Development Approval Conditions:

Nil

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 26/04/2023

The Common Seal of
The Owners – Units Plan No 357

Was hereunto affixed in
The presence of



Signature:



PLEASE ENSURE THAT YOU EMAIL ANY NOTICE OF ACQUISITION OR NOTICE OF DISPOSITION (Section 115 Certificate) TO clientservices@civium.com.au TO ENSURE NO CHARGES ARE APPLIED



Civium Canberra
ABN: 39 121 276 300
Locked Bag 3008
WODEN ACT 2606
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

TAX INVOICE

Date: 26/04/2023

UP 357 - U23

Preparation of S119 Certificate & Attachments	
UP 357 U 23	\$309.00
Invoice Total	\$309.00
	(Includes \$28.09 GST)

PAID

Civium Canberra

Locked Bag 3008 WODEN ACT 2606 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 21/04/2023 12:08 pm User: Rebekah Morton

Asset Register
357 THE CREST 10 Wilkins Street

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
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Nil

Civium Canberra

Locked Bag 3008 WODEN ACT 2606 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 21/04/2023 12:08 pm User: Rebekah Morton

Fund Proposals
357 THE CREST 10 Wilkins Street

Date Determined	Title	Particulars
-----------------	-------	-------------

Nil



MINUTES OF THE ANNUAL GENERAL MEETING 2022

OWNERS UNIT PLAN - 357

**THE CREST
10 Wilkins Street
MAWSON ACT 2607**

Held on :

Wednesday, 13 July 2022 05:00 PM

Held at :

**Civium Strata Canberra - Namadgi Room
17-23 Townshend St
Phillip ACT 2606**

OR

Online via Google Meet, please use the following joining information:

Video call link: <https://meet.google.com/abv-gdbp-yyh>

Or dial: (AU) +61 2 9051 3291 PIN: 634 284 023#

More phone numbers: <https://tel.meet/abv-gdbp-yyh?pin=4576727039262>



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN THE CREST 357

Held Wednesday, 13 July 2022 5:00 PM at
Civium Strata Canberra - Namadgi Room
17-23 Townshend St
Phillip ACT 2606

OR

Online via Google Meet, please use the following joining information:

Video call link: <https://meet.google.com/abv-gdbp-yy>

Or dial: (AU) +61 2 9051 3291 PIN: 634 284 023#

More phone numbers: <https://tel.meet/abv-gdbp-yy?pin=4576727039262>

Present	ACT Housing (Lot 12), Gabrielle Mary Harrold (Lot 36), Jeremy C Roach & Amanda V Hill (Lot 27), Jeremy Craig Roach & Amanda Vivienne Hill (Lot 34), Julie & Stephen Sheedy (Lot 14), Katie Louise Fenner (Lot 18), Mr Thomas B O'Hara (Lot 28)
Civium Rep(s)	Barry Taylor (Civium Strata), Micaela Battiste (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	ACT Housing (Lot 12)
Chairperson	Jeremy C Roach & Amanda V Hill

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>That the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p><i>1.2. There are no matters arising.</i></p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.</p> <p><i>2.2. It was resolved that Independent Inspections be engaged to provide an updated Insurance Valuation.</i></p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Claims (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any outstanding or new Insurance Claims.</p> <p><i>3.2. There are no claims known requiring lodgement.</i></p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda (Certificate of Currency), and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee.</p> <p><i>Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report.</i></p> <p style="text-align: right;">Motion Carried</p>
5	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p><i>5.2. It was resolved that Motion 5 be deferred until the next Annual General Meeting. The price of an audit will be included in the 2023 - 2024 proposed budget.</i></p> <p style="text-align: right;">Motion Deferred</p>
6	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>That the financial statement of accounts for the financial year ending 30 April 2022 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
7	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>Items discussed:</p>

1. Repainting balcony balustrades

That the owners corporation consider repainting the balcony balustrades, and if appropriate, instructions be provided.

It was determined that Barry, the Building Manager will investigate the rust on the balustrades and provide advice on how to proceed.

2. Gardening Project

That the garden upgrade be discussed, and if appropriate, instructions be provided.

It was determined that \$2,000.00 be allocated toward garden upgrades for this financial year. Spring plantings will be undertaken.

It was noted that there is a gum tree on common property that requires observation, Barry will advise if an arborist is required to make an assessment.

3. Car park lighting

That the owners corporation considers the missing and non-working solar and PE cell lights, and if appropriate, instructions be provided.

The lights have been repaired, Maritex attended and have advised that the issue was a water damaged PE cell above the door. They have replaced the PE cell. It was noted that the stairwell lighting has been upgraded this year, and that stolen outdoor solar lights will not continue to be replaced.

4. Wooden fascia deterioration & gutters

That the owners corporation considers replacing/repairing the deteriorated wooden fascia along the rooves.

It was determined that quotes will be obtained, the Executive Committee will provide instruction on how to proceed.

a. Cladding

Cladding was raised it was determined that this is a separate issue for review at another time.

5. Birds nesting in roof prevention

That the owners corporation consider installing bird prevention wire around the guttering, and if appropriate, instructions be provided.

It was determined that quotes will be obtained, the Executive Committee will provide instruction on how to proceed.

6. Entrance doors

It was determined that Barry will obtain quotes for the repair or replacement of the entrance doors as some are no longer waterproof, damaged and/or old. The Executive Committee will provide instruction on how to proceed.

		Motion Carried
8	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>8.2. There are no common property defects known.</i></p>	Motion Carried
9	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>N.B. The Owners Corporation fire safety assets are currently maintained by Wormald.</i></p>	Motion Carried
10	<p>Sinking Fund Plan Adoption (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolve to adopt the updated professional 10-year Sinking Fund Plan, as arranged by the Managing Agent on instruction following the previous AGM.</p> <p><i>10.2. An owner has requested that the Sinking Fund Plan contributions be raised at \$200.00 per annum.</i></p> <p><i>10.3. The owners corporation declined this request as the income would not meet forecast expenditure requirements.</i></p>	Motion Carried

11

Budget (ORDINARY RESOLUTION)

1. That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Total Contribution \$97,936.00

Total Administrative Fund Income \$97,936.00

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Contribution ~~\$22,848.00~~

Total Sinking Fund Income ~~\$22,848.00~~

Total Contribution \$24,848.00

Total Sinking Fund Income \$24,848.00

It was resolved that \$2,000.00 be raised in Gardens and Grounds to be allocated toward garden upgrades.

c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be

1st instalment 20/10/2022

2nd instalment 31/12/2022

3rd instalment 31/03/2023

4th instalment 30/06/2023

d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.

Motion Carried

12

Election of Executive Committee (ORDINARY RESOLUTION)

That the election of the Executive Committee takes place:

1. That nominations be received for the Executive Committee
2. That the number of members to the Executive Committee be determined
3. That the Executive Committee be elected

It was resolved that five (5) members form the Executive Committee being:

Unit 14 - Julie Sheedy

Unit 18 - Katie Fenner

Unit 27 - Jeremy Roach

Unit 28 - Thomas O'Hara

Unit 36 - Gabrielle Harrold

Motion Open

13	<p>Adequacy of Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers.</p> <p><i>13.2. The owners corporation are satisfied with the current authorisations, delegations and limitations as outlined in the Unit Titles (Management) Act 2011 and the Agency Agreement with Civium Property Group.</i></p> <p style="text-align: right;">Motion Carried</p>
----	--

	<p>General Business</p>
	<p>Acoustic Engineers Report</p> <p>That an Acoustic Engineers Report be considered to provide recommendations on methods to reduce noise emanating from apartments.</p> <p><i>The owners corporation determined that they do not wish to proceed with obtaining an acoustic engineers report as they do not believe it will provide value for the complex.</i></p>
	<p>Water Hammer</p> <p>Water hammer issues were discussed, it was noted that in most instances water hammer is the responsibility of the lot owner.</p> <p>Water hammer can be caused by multiple issues including:</p> <ul style="list-style-type: none"> • The installation of inhibitor valves to pipes within the unit • Washers on taps within the unit <p>If the cause of the water hammer is due to an inhibitor valve or stop cock for the complex, or an owners corporation asset it becomes an owners corporation responsibility. If the issue is isolated to a unit it is the owners responsibility.</p>

There being no further business the chairperson declared the meeting closed at 06:45 pm
Dated: 13 July 2022
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 357

A2 General meeting

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

13/07/2022

A3 Reduced quorum decisions

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

Date of decision 13/07/2022	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 19/07/2022

[Affix owners corporation seal in accordance with the corporation articles]



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) - (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Civium Canberra
Approved Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Administrative Fund	Approved Budget (01/05/2022-30/04/2023)	Current Actual (01/05/2021-30/04/2022)	Current Budget (01/05/2021-30/04/2022)
Income			
Interest on Overdues	\$0.00	\$50.48	\$0.00
Levy Income	\$97,936.00	\$104,711.11	\$106,350.00
Total Admin Fund Income	\$97,936.00	\$104,761.59	\$106,350.00
Expense			
Accountant - Professional Fees	\$0.00	\$0.00	\$110.00
Accounting Service Provision	\$677.00	\$651.88	\$660.00
Arrears Recovery Costs	\$0.00	\$49.00	\$0.00
Banking Management	\$677.00	\$651.88	\$660.00
Building Repairs & Maintenance	\$5,500.00	\$6,640.29	\$5,000.00
Bundled Disbursements	\$4,005.00	\$3,882.28	\$3,907.00
Civium Disbursements	\$0.00	\$691.00	\$0.00
Electrical Repairs & Maintenance	\$1,500.00	\$1,540.00	\$0.00
Electricity - Utility	\$1,000.00	\$826.10	\$1,000.00
Facilities Management (Civium)	\$5,575.00	\$4,532.50	\$0.00
Facility Management	\$0.00	\$0.00	\$5,439.00
Fire Protection - Contracted	\$1,000.00	\$922.90	\$2,000.00
Gardens & Grounds	\$20,000.00	\$18,570.67	\$20,000.00
Insurance Premiums	\$19,000.00	\$17,016.01	\$17,000.00
Management Fee	\$16,355.00	\$15,829.48	\$15,956.00
Online Portal Fees	\$629.00	\$604.84	\$613.00
Pest Control	\$1,500.00	\$1,218.00	\$1,500.00
Plumbing & Drainage	\$1,000.00	\$590.98	\$6,000.00
Sinking Fund Forecast Report	\$0.00	\$660.00	\$0.00
Sundry Expenses	\$0.00	\$235.80	\$0.00
Tax Agent Fees - Income Tax	\$104.00	\$99.00	\$99.00
Taxation Reporting (Civium)	\$110.00	\$132.00	\$110.00
Trade Waste	\$0.00	\$0.00	\$1,000.00
Trades Compliance	\$304.00	\$297.64	\$296.00
Water - Utility	\$19,000.00	\$17,557.87	\$25,000.00
Total Admin Fund Expense	\$97,936.00	\$93,200.12	\$106,350.00
TOTAL ADMIN LEVY INCOME	\$97,936.00	\$104,711.11	\$106,350.00
TOTAL ADMIN BUDGET	\$97,936.00		\$106,350.00

Civium Canberra
Approved Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Sinking Fund	Approved Budget (01/05/2022-30/04/2023)	Current Actual (01/05/2021-30/04/2022)	Current Budget (01/05/2021-30/04/2022)
Income			
Interest on Overdues	\$0.00	\$16.24	\$0.00
Levy Income	\$24,848.00	\$21,659.63	\$21,760.00
Total Sinking Fund Income	\$24,848.00	\$21,675.87	\$21,760.00
Expense			
Building Repairs & Maintenance	\$0.00	\$32,617.20	\$0.00
Gardens & Grounds	\$2,000.00	\$4,906.00	\$0.00
Sinking Fund Budget	\$22,848.00	\$0.00	\$21,760.00
Total Sinking Fund Expense	\$24,848.00	\$37,523.20	\$21,760.00
TOTAL SINKING LEVY INCOME	\$24,848.00	\$21,659.63	\$21,760.00
TOTAL SINKING BUDGET	\$24,848.00		\$21,760.00

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Budget Summary (01/05/2022-30/04/2023)

	Approved	1st Instalment 20/10/2022	2nd Instalment 31/12/2022	3rd Instalment 31/03/2023	4th Instalment 30/06/2023	TOTAL (01/05/2022-30/04/2023)
Administrative Fund	\$97,936.00	\$24,483.95	\$24,483.95	\$24,483.95	\$24,483.95	\$97,935.80
Sinking Fund	\$24,848.00	\$6,211.98	\$6,211.98	\$6,211.98	\$6,211.98	\$24,847.92
Contribution Schedule Total	\$122,784.00	\$30,695.93	\$30,695.93	\$30,695.93	\$30,695.93	\$122,783.72
Amount to Collect	\$122,784.00	\$30,695.93	\$30,695.93	\$30,695.93	\$30,695.93	\$122,783.72

Civium Canberra

Approved Budget for Unit Title 357

THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)

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Levy Adjustment Summary (01/05/2022-30/04/2023)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 1000		
Due Date	Levy Period	Admin	Sinking	Total	
20/10/2022	01/07/2022 - 30/09/2022	\$24.48	\$6.21	\$30.70	
31/12/2022	01/10/2022 - 31/12/2022	\$24.48	\$6.21	\$30.70	
31/03/2023	01/01/2023 - 31/03/2023	\$24.48	\$6.21	\$30.70	
30/06/2023	01/04/2023 - 30/06/2023	\$24.48	\$6.21	\$30.70	
Financial Year Total per Units of Entitlement		\$97.94	\$24.85	\$122.78	
Financial Year Aggregate		\$97,935.80	\$24,847.92	\$122,783.72	
Approved Budget Amount		\$97,936.00	\$24,848.00	\$122,784.00	
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00	

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Owner Summary (01/05/2022-30/04/2023) - Contribution Schedule

UOE	Lot(s)	1st Instalment 20/10/2022	2nd Instalment 31/12/2022	3rd Instalment 31/03/2023	4th Instalment 30/06/2023	TOTAL (01/05/2022-30/04/2023)
28	1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35					
	Admin	\$685.55	\$685.55		\$685.55	\$2,742.20
	Sinking	\$173.94	\$173.94		\$173.94	\$695.76
	Owner Total	\$859.49	\$859.49		\$859.49	\$3,437.96
26	3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36					
	Admin	\$636.58	\$636.58		\$636.58	\$2,546.32
	Sinking	\$161.51	\$161.51		\$161.51	\$646.04
	Owner Total	\$798.09	\$798.09		\$798.09	\$3,192.36
27	4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37					
	Admin	\$661.07	\$661.07		\$661.07	\$2,644.28
	Sinking	\$167.72	\$167.72		\$167.72	\$670.88
	Owner Total	\$828.79	\$828.79		\$828.79	\$3,315.16

Civium Canberra
Approved Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Contribution Summary (01/05/2022-30/04/2023)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35	Contribution Schedule	28	\$2,742.20	\$695.76	\$0.00
	Owner Total		\$2,742.20	\$695.76	\$3,437.96
3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36	Contribution Schedule	26	\$2,546.32	\$646.04	\$0.00
	Owner Total		\$2,546.32	\$646.04	\$3,192.36
4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37	Contribution Schedule	27	\$2,644.28	\$670.88	\$0.00
	Owner Total		\$2,644.28	\$670.88	\$3,315.16
	Overall Total		\$97,935.80	\$24,847.92	\$122,783.72

Schedule	UOE
Contribution Schedule	1000

MINUTES OF ANNUAL GENERAL MEETING 2021

OWNERS UNIT PLAN - 357

**10 Wilkins Street
MAWSON ACT 2607**

Held on :

Tuesday, 07 September 2021 05:00 PM

Held at :

Online via Google Meet, please use the following joining information:

Video call link: <https://meet.google.com/ojq-yxbz-gnr>

Or dial: (AU) +61 2 9051 7573 PIN: 345 997 780#

More phone numbers: <https://tel.meet/ojq-yxbz-gnr?pin=3884823089532>



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 357

Held Tuesday, 07 September 2021 5:00 PM at
Online via Google Meet, please use the following joining information:

Video call link: <https://meet.google.com/ojq-yxbz-gnr>

Or dial: (AU) +61 2 9051 7573 PIN: 345 997 780#

More phone numbers: <https://tel.meet/ojq-yxbz-gnr?pin=3884823089532>

Present	Jeremy C Roach & Amanda V Hill (Lot 27), Jeremy Craig Roach & Amanda Vivienne Hill (Lot 34), Mr Robert W Lowry (Lot 23), Mr Thomas B O'Hara (Lot 28)
Civium Rep(s)	Denys Adams (Civium Strata), Micaela Battiste (Civium Strata)
Proxies	None
Apologies	None
Voting Papers	ACT Housing (Lot 12), ACT Housing (Lot 29)
Chairperson	Jeremy C Roach & Amanda V Hill

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Building Managers Report
	<p>That the Building Manager present their Building Manager's report for the financial year ending 30 April 2021. Any current outstanding issues noted will be discussed in the relevant upcoming motions.</p> <p><i>The Building Manager was unable to attend the meeting, Denys Adams attended in his place. A list of current items being undertaken by the building manager is attached.</i></p> <p style="text-align: right;">Motion Carried</p>
2	Minutes (ORDINARY RESOLUTION)
	<p>That the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
3	Insurance Renewal (ORDINARY RESOLUTION)
	<p>That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report.</p> <p style="text-align: right;">Motion Carried</p>
4	Insurance Valuation (ORDINARY RESOLUTION)
	<p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.</p> <p><i>It was resolved that the Insurance Valuation motion is to be revisited at the 2022 Annual General Meeting.</i></p> <p style="text-align: right;">Motion Defeated</p>
5	Insurance Claims (ORDINARY RESOLUTION)
	<p>That the Owners Corporation consider any outstanding or new Insurance Claims.</p> <p><i>It was resolved that there are no current claims open however, following the planned roof repairs there may be resultant internal water damage claims one the repairs have completed.</i></p> <p style="text-align: right;">Motion Carried</p>
6	Appointment of Auditor (ORDINARY RESOLUTION)

	<p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p style="text-align: right;">Motion Defeated</p>
7	Financial Statements and Accounting Records (ORDINARY RESOLUTION)
	<p>That the financial statement of accounts for the financial year ending 30/04/2021 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
8	Maintenance Schedule (ORDINARY RESOLUTION)
	<p>That the Owners Corporation review or establish a Maintenance Schedule for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
9	Maintenance Issues (ORDINARY RESOLUTION)

That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.

Maintenance items discussed:

1. Roof Inspection

Canberra Roofing Men have been engaged to perform a roof inspection. They have attended and located various ingress points. A report is being prepared for further action by the Executive Committee.

It was resolved that the Canberra Roofing Men quote be accepted.

2. Common Property Lighting Upgrade

Three quotes for the upgrade of the common property lighting in the stairwells of the complex have been obtained. They are currently with the Executive Committee for approval and instruction.

It was resolved that the quotes will be considered by the Executive Committee who will provide instruction.

Items noted were that the preferred option is sensor lighting, the entrance door lighting should be waterproof and that the Building Manager's quote for \$770 for light repairs be approved.

3. Garden Upgrade

The approval of a common property garden upgrade has been granted by the Executive Committee. The planting of native ground cover plants to fill the bare tan-barked garden spaces will occur in spring and be undertaken by the gardener.

It was noted that the garden upgrade is in progress. The gardener is waiting for tube stock to arrive in spring. It was resolved that the garden upgrade works be approved for up to \$2,000.

4. Bin area:

It was noted that the waste enclosure build is still in the development stages with all options being considered. The Strata Manager, Executive Committee and Building Manager will continue to liaise with contractors to find a solution to the bin problems. There are concerns about the ACT Governments rollout of wheelie bins and if this will occur at The Crest.

- The Building Manager will explore options for a bollard to prevent cars from parking too close to the general waste bins preventing collection and provide quotes to the Executive Committee
- A sign will be placed on the bin requested that residents use an alternate bin if the one that they have tried to use is full

5. Asbestos Report:

It was discussed that The Crest may have an asbestos report, the Strata Manager will look into this and provide it to the Executive Committee and Building Manager if so. It will be determined if an updated report is required.

Motion Carried

	<p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>There are no known common property building defects.</i></p> <p style="text-align: right;">Motion Carried</p>
11	Fire Safety Review (ORDINARY RESOLUTION)
	<p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>It was resolved that the Wormald proposal be accepted. Denys will request that Wormald replace the water fire extinguishers with APE and explore options for fire blankets.</i></p> <p style="text-align: right;">Motion Carried</p>
12	Review of Sinking Fund Plan (ORDINARY RESOLUTION)
	<p>That the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p style="text-align: right;">Motion Carried</p>
13	Budget (ORDINARY RESOLUTION)
	<p>1. That contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>\$ 106,350.00</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>\$21,760.00</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be</p> <p>1st instalment 30/09/2021 2nd instalment 31/12/2021 3rd instalment 31/03/2022 4th instalment 30/06/2022</p> <p style="text-align: right;">Motion Carried</p>
14	Alternative Method and Process for Voting (ORDINARY RESOLUTION)

	<p>That the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting.</p> <p style="text-align: right;">Motion Carried</p>
15	<p>Appointment of Managing Agent (ORDINARY RESOLUTION)</p> <p>That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No.357; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p><i>It was resolved that Civium be appointed for a period of 36-months with a 3% yearly increase. The agreement will be signed by Jeremy and Thomas.</i></p> <p style="text-align: right;">Motion Carried</p>
16	<p>Appointment of Building Manager (ORDINARY RESOLUTION)</p> <p>That in accordance with Section 60 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Property Group ("Service Contractor") be appointed as facilities & building manager of Units Plan No.357; 2. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 3. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 4. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p style="text-align: right;">Motion Carried</p>
17	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p>

	<p>That the election of the Executive Committee takes place:</p> <ol style="list-style-type: none"> 1. That nominations be received for the Executive Committee 2. That the number of members to the Executive Committee be determined 3. That the Executive Committee be elected <p>It was resolved that the Executive Committee be formed of four (4) members being:</p> <p>Unit 5 - Andrew Bierkowski <i>was nominated and will be invited to join the committee</i></p> <p>Unit 27 - Jeremy Roach</p> <p>Unit 28 - Thomas O'hara</p> <p>Unit 37 - Jessica Grove <i>was nominated and will be invited to join the committee</i></p> <p style="text-align: right;">Motion Carried</p>
18	Adequacy of Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)
	<p>That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers.</p> <p style="text-align: right;">Motion Carried</p>
19	General Business
19.1	<p>Noise</p> <p>It has been raised that residents may not be aware of the noise restrictions in the ACT for Mawson. The possibility of installing notices at entry points will be discussed, and if appropriate, instructions provided.</p> <p><i>It was resolved that a sign be placed at the entry requesting that residents be mindful of their noise levels, particularly between 9pm - 7am.</i></p>
19.2	<p>Bulky Waste Collection</p> <p>It was resolved that a bulky waste collection be arranged as there have been lounges dumped on the nature strip by 8 Wilkins Street.</p>

There being no further business the chairperson declared the meeting closed at 07:00 pm

Dated: 7 September 2021

Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 357

A2 General meeting

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

07/09/2021

A3 Reduced quorum decisions

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

Date of decision 07/09/2021	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 16/09/2021

[Affix owners corporation seal in accordance with the corporation articles]



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AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

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- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
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Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's ***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) - (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Civium Canberra
Proposed Budget for Unit Title 357

THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Administrative Fund	Proposed Budget (01/05/2021-30/04/2022)	Current Actual (01/05/2020-30/04/2021)	Current Budget (01/05/2020-30/04/2021)
Income			
Insurance Claims Refund	\$0.00	\$0.00	\$0.00
Interest on Overdues	\$0.00	\$75.82	\$0.00
Levy Income	\$100,850.00	\$74,845.56	\$99,794.31
Total Admin Fund Income	\$100,850.00	\$74,921.38	\$99,794.31
Expense			
Accountant - Professional Fees	\$110.00	\$99.00	\$88.00
Accounting Service Provision/ATO Compliance	\$660.00	\$606.42	\$611.04
Arrears Recovery Costs	\$0.00	\$0.00	\$0.00
Banking Management	\$660.00	\$606.42	\$611.04
Building Repairs & Maintenance	\$5,000.00	\$4,902.00	\$2,000.00
Bundled Disbursements	\$3,907.00	\$3,727.86	\$3,756.24
Civium Disbursements	\$0.00	\$185.00	\$0.00
Electrical Repairs & Maintenance	\$0.00	\$0.00	\$1,000.00
Electricity - Utility	\$1,000.00	\$889.17	\$1,100.00
Facilities Management (Civium)	\$0.00	\$10,000.00	\$5,000.00
Facility Management	\$5,439.00	\$0.00	\$0.00
Fire Protection - Contracted	\$2,000.00	\$2,147.20	\$800.00
Gardens & Grounds	\$20,000.00	\$17,584.50	\$16,800.00
Insurance Claims	\$0.00	\$0.00	\$0.00
Insurance Premiums	\$17,000.00	\$15,421.91	\$15,000.00
Management Fee	\$15,956.00	\$15,076.08	\$15,197.00
Online Portal Fees	\$613.00	\$560.94	\$564.99
Pest Control	\$1,500.00	\$2,090.00	\$650.00
Plumbing & Drainage	\$6,000.00	\$4,303.20	\$6,000.00
Tax Agent Fees - Income Tax	\$99.00	\$88.00	\$0.00
Taxation Reporting (Civium)	\$110.00	\$110.00	\$110.00
Trade Waste	\$1,000.00	\$1,056.00	\$5,200.00
Trades Compliance	\$296.00	\$303.22	\$306.00
Water - Utility	\$25,000.00	\$23,253.74	\$25,000.00
Total Admin Fund Expense	\$106,350.00	\$103,010.66	\$99,794.31
TOTAL ADMIN LEVY INCOME	\$100,850.00	\$74,845.56	\$99,794.31
TOTAL ADMIN BUDGET	\$100,850.00		\$99,794.31

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

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Sinking Fund

	Proposed Budget (01/05/2021-30/04/2022)	Current Actual (01/05/2020-30/04/2021)	Current Budget (01/05/2020-30/04/2021)
Income			
Interest on Investment	\$0.00	\$0.00	\$0.00
Interest on Overdues	\$0.00	\$31.37	\$0.00
Levy Income	\$21,760.00	\$16,018.89	\$21,359.00
Special Levy Income	\$0.00	\$0.00	\$0.00
Total Sinking Fund Income	\$21,760.00	\$16,050.26	\$21,359.00
Expense			
Sinking Fund Budget	\$21,760.00	\$0.00	\$21,359.00
Total Sinking Fund Expense	\$21,760.00	\$0.00	\$21,359.00
TOTAL SINKING LEVY INCOME	\$21,760.00	\$16,018.89	\$21,359.00
TOTAL SINKING BUDGET	\$21,760.00		\$21,359.00

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Budget Summary (01/05/2021-30/04/2022)

	Proposed	1st Instalment 30/09/2021	2nd Instalment 31/12/2021	3rd Instalment 31/03/2022	4th Instalment 30/06/2022	TOTAL (01/05/2021-30/04/2022)
Administrative Fund	\$100,850.00	\$25,212.59	\$25,212.59	\$25,212.59	\$25,212.59	\$100,850.36
Sinking Fund	\$21,760.00	\$5,440.00	\$5,440.00	\$5,440.00	\$5,440.00	\$21,760.00
Contribution Schedule Total	\$122,610.00	\$30,652.59	\$30,652.59	\$30,652.59	\$30,652.59	\$122,610.36
Amount to Collect	\$122,610.00	\$30,652.59	\$30,652.59	\$30,652.59	\$30,652.59	\$122,610.36

Civium Canberra

Proposed Budget for Unit Title 357

THE CREST, 10 Wilkins Street MAWSON

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Levy Adjustment Summary (01/05/2021-30/04/2022)

Contribution Schedule				Aggregate Units of Entitlement (UOE) - 1000	
Due Date	Levy Period	Admin	Sinking	Total	
30/09/2021	01/07/2021 - 30/09/2021	\$25.21	\$5.44	\$30.65	
31/12/2021	01/10/2021 - 31/12/2021	\$25.21	\$5.44	\$30.65	
31/03/2022	01/01/2022 - 31/03/2022	\$25.21	\$5.44	\$30.65	
30/06/2022	01/04/2022 - 30/06/2022	\$25.21	\$5.44	\$30.65	
Financial Year Total per Units of Entitlement		\$100.85	\$21.76	\$122.61	
Financial Year Aggregate		\$100,850.36	\$21,760.00	\$122,610.36	
Proposed Budget Amount		\$100,850.00	\$21,760.00	\$122,610.00	
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00	

Civium Canberra
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Owner Summary (01/05/2021-30/04/2022) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2021	2nd Instalment 31/12/2021	3rd Instalment 31/03/2022	4th Instalment 30/06/2022	TOTAL (01/05/2021-30/04/2022)
28	1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35					
	Admin	\$705.95	\$705.95	\$705.95	\$705.95	\$2,823.80
	Sinking	\$152.32	\$152.32	\$152.32	\$152.32	\$609.28
	Owner Total	\$858.27	\$858.27	\$858.27	\$858.27	\$3,433.08
26	3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36					
	Admin	\$655.53	\$655.53	\$655.53	\$655.53	\$2,622.12
	Sinking	\$141.44	\$141.44	\$141.44	\$141.44	\$565.76
	Owner Total	\$796.97	\$796.97	\$796.97	\$796.97	\$3,187.88
27	4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37					
	Admin	\$680.74	\$680.74	\$680.74	\$680.74	\$2,722.96
	Sinking	\$146.88	\$146.88	\$146.88	\$146.88	\$587.52
	Owner Total	\$827.62	\$827.62	\$827.62	\$827.62	\$3,310.48

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Contribution Summary (01/05/2021-30/04/2022)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35	Contribution Schedule Owner Total	28	\$2,823.80 \$2,823.80	\$609.28 \$609.28	\$0.00 \$3,433.08
3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36	Contribution Schedule Owner Total	26	\$2,622.12 \$2,622.12	\$565.76 \$565.76	\$0.00 \$3,187.88
4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37	Contribution Schedule Owner Total	27	\$2,722.96 \$2,722.96	\$587.52 \$587.52	\$0.00 \$3,310.48
	Overall Total		\$100,850.36	\$21,760.00	\$122,610.36

Schedule	UOE
Contribution Schedule	1000

The Crest, 10 Wilkins Street

FOLLOW UP / PROGRESSING

Order Ref / Assigned to / Location	Issue	Quoted Cost / When Provided	Current Status	Estimated Completion Date	Actual Completion Date
	Water meter to be replaced	\$515 plus GST	P&P	Get a second price for	
	Fire extinguishers	Normal	Normal		
			Normal	\$500 ea	
			Normal	\$500 ea	
			P&P	Waiting on quote	
	Internal paint upgrade balustrades to be touched up if necessary		Patent have been received		
	Roof				
	Sealing of anchor point attachment lines, repointing, ridge capping, leads, barge board & gutters for potential replacement	\$3200 plus GST	Matrex		
	Carport lighting installation	\$1400 plus GST	P&P	Will get another price	
	Fencing		Getting quote Higgins		
	Letterboxes		Have quotes in for Higgins and have to see what the cost of the problems with the road can not be removed.		
	8 burner		On going once over remove will get gutter cleared		
	Plumbing		Trade City Plumbing		
	Gardening				
	Cleaning		Look for a part time cleaner		
	Door stop replacements		Triflex Glass	Have tried to meet Triflex glass on site for them to quote the placement of the common entrance from doors and door stops. Then cancelled and have not been able to reschedule.	
	Lighting	\$5400 plus GST	Matrex		
	Pathway	\$590 plus GST	P&P	Scope of works to be inserted	
	Rubbish			To be done before 5th week	
	Garage enclosure		Next wall and Quay	Waiting Scope of Works. Demos to approve	
	Surface water management		Matrex		
	Lighting	\$1400 plus GST	Matrex		
	Trunks	\$2398	Pat. Tree Services		
	Lighting	\$720 plus GST	Matrex		
	Falls risk		P&P	Waiting on quote	
	Lighting	\$1300 plus GST	Matrex		
	Letterboxes		Higgins	Waiting for a quote	
	Letterboxes		MCH	Waiting for a quote	



MINUTES OF ANNUAL GENERAL MEETING 2020

OWNERS UNIT PLAN - 357

**10 Wilkins Street
MAWSON ACT 2607**

Held on :

Thursday, 24 September 2020 05:00 PM

Held at :

Google Hangouts: meet.google.com/qwi-umtg-atu

Or

Phone: +61 2 9051 6661, PIN: 598 809 425#



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 357

Held Thursday, 24 September 2020 5:00 PM at Google Hangouts: meet.google.com/qwi-umtg-atu

Or

Phone: +61 2 9051 6661, PIN: 598 809 425#

Present	Mr A Bierkowski (5), Mr J Roach (34), Mr T O'Hara (28), Ms G Harrold (36)
In Attendance	Byron Butt (Civium Strata), Owen Sawers (Civium Strata)
Proxies	ACT Housing (12) in favour of Chairperson, Mr P A Perkins (16) in favour of All Motions, ACT Housing (29) in favour of Chairperson, Mr John A Richmond (33) in favour of All Motions
Apologies	Ms Y Weldon (26)
Chairperson	Mr J Roach

Reduced Quorum Meeting

MOTION	Motion for consideration
1	Minutes (ORDINARY RESOLUTION) That the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried
2	Insurance Renewal (ORDINARY RESOLUTION) That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report. Motion Carried

3	Sinking Fund Forecast (ORDINARY RESOLUTION)
	<p>That the Owners Corporation obtains an updated professional 10-year Sinking Fund forecast to be arranged by the Managing Agent.</p> <p><i>3.1: The Owners present agreed to continue with the current Sinking Fund Forecast until the Executive Committee does its walkaround with the Building Manager. After the Executive Committee completes its walkaround with the Building Manager, the Executive Committee is to review the current Sinking Fund Forecast to ascertain whether a new/amended Forecast is required.</i></p> <p style="text-align: right;">Motion Carried</p>
4	Financial Statements and Accounting Records (ORDINARY RESOLUTION)
	<p>That the financial statement of accounts for the financial year ending 30/04/2020 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
5	Budget (ORDINARY RESOLUTION)
	<p>1. That contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>\$94,794.31 \$99,794.31</p> <p><i>5.1: Amended to include cost for Facility Management totalling \$5000.00.</i></p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>\$21,359.00</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be</p> <p>1st instalment 30/09/2020</p> <p>2nd instalment 31/12/2020</p> <p>3rd instalment 31/03/2021</p> <p>4th instalment 30/06/2021</p> <p style="text-align: right;">Motion Carried</p>
6	Election of Executive Committee (ORDINARY RESOLUTION)
	<p>That the election of the Executive Committee takes place:</p> <p><i>6.1: It was resolved the following members are elected to form the Executive Committee</i></p> <ul style="list-style-type: none"> • <i>Mr A Bierkowski (Lot 5)</i> • <i>Mr J Roach (Lot 27)</i> • <i>Mr T O'Hara (Lot 28)</i> • <i>Ms G Harold (Lot 36)</i> • <i>Ms J Grove (Lot 37)</i> <p style="text-align: right;">Motion Carried</p>

7	Appointment of Managing Agent (ORDINARY RESOLUTION)
	<p>That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No.357; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p><i>7.1: The Owners Corporation has agreed to the terms of the Management Agreement to be signed for a 36 month term.</i></p> <p style="text-align: right;">Motion Carried</p>
8	General Business
8.1	<p>Building Manager - Site Visit</p> <p><i>Building Manager to visit the complex to discuss matters with the Executive Committee on Tuesday, 29th September 1:00pm.</i></p>
8.2	<p>Pine Tree Removal</p> <p><i>The Building Manager is to organise the possible removal of the Pine Tree outside of Unit 2, after assessment at the onsite meeting with the Executive Committee.</i></p>
8.3	<p>Addition of Doormats</p> <p><i>Building Manager to organise placing rubber doormats at each main entrance.</i></p>
8.4	<p>Parking Area Upgrade</p> <p><i>Managing Agent to follow up on the parking area maintenance to the complex.</i></p>
8.5	<p>Bin Allocation</p> <p><i>Building Manager to contact TCCS NoWaste on the reallocation of bins for the complex.</i></p>

There being no further business the chairperson declared the meeting closed at 05:45 pm
Dated: 24 September 2020
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 357

A2 General meeting

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

24/09/2020

A3 Reduced quorum decisions

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

Date of decision 24/09/2020	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 02/10/2020

[Affix owners corporation seal in accordance with the corporation articles]



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) - (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Civium Canberra
Proposed Budget for Unit Title 357

THE CREST, 10 Wilkins Street MAWSON

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Administrative Fund	Proposed Budget (01/05/2020-30/04/2021)	Current Actual (01/05/2019-30/04/2020)	Current Budget (01/05/2019-30/04/2020)
Income			
Insurance Claims Refund	\$0.00	\$1,075.20	\$0.00
Interest on Overdues	\$0.00	\$69.77	\$0.00
Levy Income	\$99,794.31	\$72,816.88	\$72,817.06
Total Admin Fund Income	\$99,794.31	\$73,961.85	\$72,817.06
Expense			
Accountant - Professional Fees	\$88.00	\$88.00	\$0.00
Accounting Service Provision/ATO Compliance	\$611.04	\$577.50	\$582.12
Arrears Recovery Costs	\$0.00	\$44.00	\$0.00
Banking Management	\$611.04	\$577.50	\$582.12
Building Repairs & Maintenance	\$2,000.00	\$2,343.00	\$2,000.00
Bundled Disbursements	\$3,756.24	\$3,550.32	\$3,578.73
Civium Disbursements	\$0.00	\$260.50	\$0.00
Electrical Repairs & Maintenance	\$1,000.00	\$0.00	\$1,000.00
Electricity - Utility	\$1,100.00	\$956.19	\$1,100.00
Facilities Management (Civium)	\$5,000.00	\$0.00	\$0.00
Fire Protection - Contracted	\$800.00	\$2,141.70	\$800.00
Gardens & Grounds	\$16,800.00	\$24,700.50	\$16,800.00
Insurance Claims	\$0.00	\$1,575.20	\$0.00
Insurance Premiums	\$15,000.00	\$13,782.27	\$13,500.00
Insurance Valuation	\$0.00	\$0.00	\$0.00
Legal expense	\$0.00	\$0.00	\$0.00
Management Fee	\$15,197.00	\$14,358.17	\$14,473.03
Online Portal Fees	\$564.99	\$534.19	\$0.00
Pest Control	\$650.00	\$572.00	\$500.00
Plumbing & Drainage	\$6,000.00	\$4,636.28	\$1,000.00
Sundry Expenses	\$0.00	\$0.00	\$0.00
Taxation Reporting (Civium)	\$110.00	\$110.00	\$110.00
Trade Waste	\$5,200.00	\$5,151.00	\$500.00
Trades Compliance	\$306.00	\$288.75	\$291.06
Water - Utility	\$25,000.00	\$24,783.36	\$16,000.00
Total Admin Fund Expense	\$99,794.31	\$101,030.43	\$72,817.06
TOTAL ADMIN LEVY INCOME	\$99,794.31	\$72,816.88	\$72,817.06
TOTAL ADMIN BUDGET	\$99,794.31		\$72,817.06

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Sinking Fund	Proposed Budget (01/05/2020-30/04/2021)	Current Actual (01/05/2019-30/04/2020)	Current Budget (01/05/2019-30/04/2020)
Income			
Interest on Investment	\$0.00	\$0.01	\$0.00
Interest on Overdues	\$0.00	\$38.69	\$0.00
Levy Income	\$21,359.00	\$29,607.92	\$29,608.00
Special Levy Income	\$0.00	\$4,523.75	\$0.00
Total Sinking Fund Income	\$21,359.00	\$34,170.37	\$29,608.00
Expense			
Sinking Fund Budget	\$21,359.00	\$45,494.50	\$29,608.00
Total Sinking Fund Expense	\$21,359.00	\$45,494.50	\$29,608.00
TOTAL SINKING LEVY INCOME	\$21,359.00	\$29,607.92	\$29,608.00
TOTAL SINKING BUDGET	\$21,359.00		\$29,608.00

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

Prepared by Civium Canberra (ABN 39 121 276 300)
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Budget Summary (01/05/2020-30/04/2021)

	Proposed	1st Instalment 30/09/2020	2nd Instalment 31/12/2020	3rd Instalment 31/03/2021	4th Instalment 30/06/2021	TOTAL (01/05/2020-30/04/2021)
Administrative Fund	\$99,794.31	\$24,948.52	\$24,948.52	\$24,948.52	\$24,948.52	\$99,794.08
Sinking Fund	\$21,359.00	\$5,339.63	\$5,339.63	\$5,339.63	\$5,339.63	\$21,358.52
Contribution Schedule Total	\$121,153.31	\$30,288.15	\$30,288.15	\$30,288.15	\$30,288.15	\$121,152.60
Amount to Collect	\$121,153.31	\$30,288.15	\$30,288.15	\$30,288.15	\$30,288.15	\$121,152.60

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON
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Levy Adjustment Summary (01/05/2020-30/04/2021)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 1000		
Due Date	Levy Period	Admin	Sinking	Total	
30/09/2020	01/07/2020 - 30/09/2020	\$24.95	\$5.34	\$30.29	
31/12/2020	01/10/2020 - 31/12/2020	\$24.95	\$5.34	\$30.29	
31/03/2021	01/01/2021 - 31/03/2021	\$24.95	\$5.34	\$30.29	
30/06/2021	01/04/2021 - 30/06/2021	\$24.95	\$5.34	\$30.29	
Financial Year Total per Units of Entitlement		\$99.79	\$21.36	\$121.15	
Financial Year Aggregate		\$99,794.08	\$21,358.52	\$121,152.60	
Proposed Budget Amount		\$99,794.31	\$21,359.00	\$121,153.31	
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00	

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

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Owner Summary (01/05/2020-30/04/2021) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2020	2nd Instalment 31/12/2020	3rd Instalment 31/03/2021	4th Instalment 30/06/2021	TOTAL (01/05/2020-30/04/2021)
28	1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35					
	Admin	\$698.56	\$698.56	\$698.56	\$698.56	\$2,794.24
	Sinking	\$149.51	\$149.51	\$149.51	\$149.51	\$598.04
	Owner Total	\$848.07	\$848.07	\$848.07	\$848.07	\$3,392.28
26	3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36					
	Admin	\$648.66	\$648.66	\$648.66	\$648.66	\$2,594.64
	Sinking	\$138.83	\$138.83	\$138.83	\$138.83	\$555.32
	Owner Total	\$787.49	\$787.49	\$787.49	\$787.49	\$3,149.96
27	4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37					
	Admin	\$673.61	\$673.61	\$673.61	\$673.61	\$2,694.44
	Sinking	\$144.17	\$144.17	\$144.17	\$144.17	\$576.68
	Owner Total	\$817.78	\$817.78	\$817.78	\$817.78	\$3,271.12

Civium Canberra
Proposed Budget for Unit Title 357
THE CREST, 10 Wilkins Street MAWSON

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Contribution Summary (01/05/2020-30/04/2021)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35	Contribution Schedule Owner Total	28	\$2,794.24 \$2,794.24	\$598.04 \$598.04	\$0.00 \$3,392.28
3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36	Contribution Schedule Owner Total	26	\$2,594.64 \$2,594.64	\$555.32 \$555.32	\$0.00 \$3,149.96
4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37	Contribution Schedule Owner Total	27	\$2,694.44 \$2,694.44	\$576.68 \$576.68	\$0.00 \$3,271.12
	Overall Total		\$99,794.08	\$21,358.52	\$121,152.60

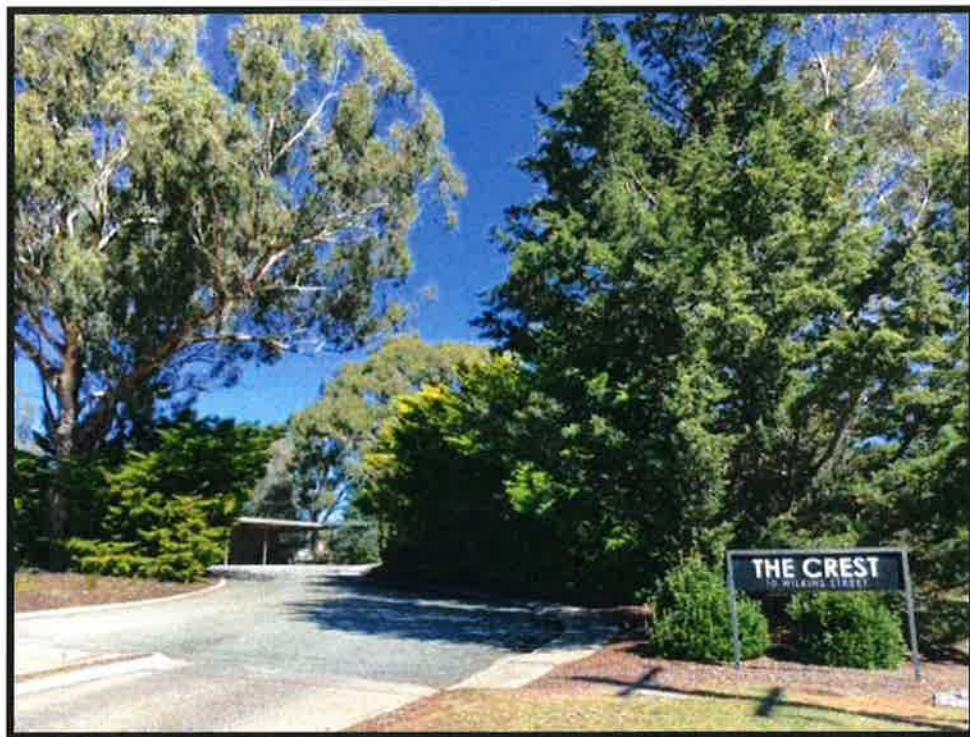
Schedule	UOE
Contribution Schedule	1000

Sinking Fund Plan

The Crest

10 Wilkins Street, Mawson, ACT 2602

Scheme Number: 357



COMPILED BY VON HARAMINA

**On 6 April 2022 for the
15 Years Commencing: 1 May 2021
QIA Job Reference Number: 175139**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

10 Wilkins Street, Mawson, ACT 2602

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$21.76
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$173,728.00
The proposed Sinking Fund Levy per entitlement is:	\$22.85

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

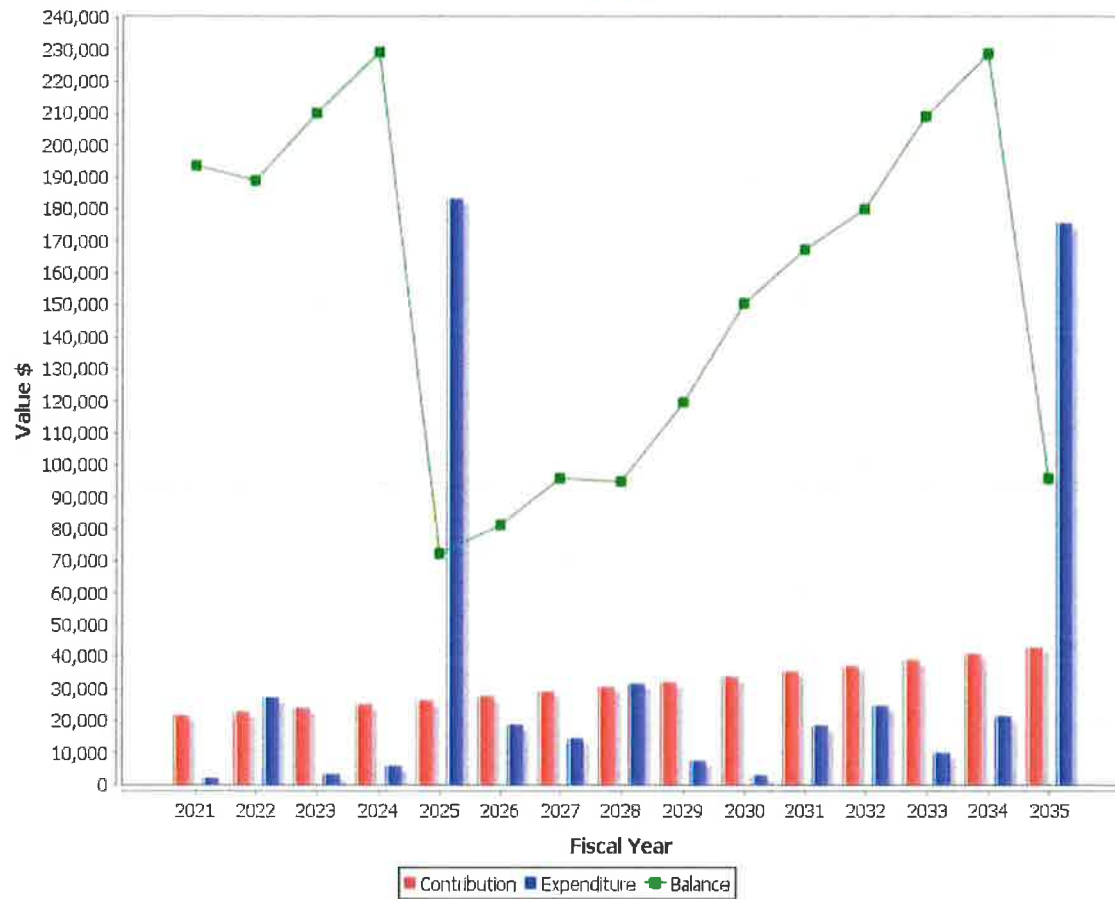
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses		Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)	
1	01/05/2021	\$173,728	\$21,760	\$21.76	\$1,965	\$193,523	
2	01/05/2022	\$193,523	\$22,848	\$22.85	\$27,278	\$189,094	
3	01/05/2023	\$189,094	\$23,990	\$23.99	\$3,225	\$209,859	
4	01/05/2024	\$209,859	\$25,190	\$25.19	\$5,831	\$229,218	
5	01/05/2025	\$229,218	\$26,449	\$26.45	\$183,345	\$72,322	
6	01/05/2026	\$72,322	\$27,772	\$27.77	\$18,773	\$81,321	
7	01/05/2027	\$81,321	\$29,160	\$29.16	\$14,475	\$96,007	
8	01/05/2028	\$96,007	\$30,619	\$30.62	\$31,617	\$95,009	
9	01/05/2029	\$95,009	\$32,149	\$32.15	\$7,419	\$119,739	
10	01/05/2030	\$119,739	\$33,757	\$33.76	\$3,048	\$150,448	
11	01/05/2031	\$150,448	\$35,445	\$35.44	\$18,546	\$167,347	
12	01/05/2032	\$167,347	\$37,217	\$37.22	\$24,719	\$179,845	
13	01/05/2033	\$179,845	\$39,078	\$39.08	\$9,943	\$208,980	
14	01/05/2034	\$208,980	\$41,032	\$41.03	\$21,469	\$228,543	
15	01/05/2035	\$228,543	\$43,083	\$43.08	\$175,711	\$95,915	

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2021	Expense Inc GST
-----------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$983
---------------------------------	-------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$982
---	-------

<u>Total Forecast Expenditure for year - May 2021 (Inc GST):</u>	<u>\$1,965</u>
--	----------------

Includes GST amount of :	\$179
--------------------------	-------

May 2022	Expense Inc GST
-----------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,032
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (Patchwork)	\$8,153
---	---------

- Maintain driveway 3% of total	\$8,914
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$580
--	-------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,031
---	---------

- Provision to remove/trim trees/roots	\$1,455
--	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$6,112
--	---------

<u>Total Forecast Expenditure for year - May 2022 (Inc GST):</u>	<u>\$27,278</u>
--	-----------------

Includes GST amount of :	\$2,480
--------------------------	---------

May 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,084
FURNITURE & FITTINGS	
- Provision to replace door hardware/closers	\$1,059
LANDSCAPING	
- Landscaping allowance (mulch top-ups)	\$1,082
<u>Total Forecast Expenditure for year - May 2023 (Inc GST):</u>	<u>\$3,225</u>
Includes GST amount of :	\$293

May 2024	Expense Inc GST
SUPERSTRUCTURE	
- Replace external door/frame in 20 years progressively 20%	\$3,557
- Capital Replacement - General	\$1,138
LANDSCAPING	
- Landscaping allowance (mulch top-ups)	\$1,136
<u>Total Forecast Expenditure for year - May 2024 (Inc GST):</u>	<u>\$5,831</u>
Includes GST amount of :	\$530

May 2025	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$5,110
- Repaint balcony/verandah ceilings	\$4,852
- Maintain/repaint fascia	\$13,885
- Repaint soffits	\$7,427
- Scaffold/access equip allowance	\$9,182
- Repaint door face	\$4,801
- Repaint balustrade	\$9,097
- Repaint handrails	\$2,241
- Repaint posts/columns	\$6,250
- Capital Replacement - General	\$1,195
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain bitumen driveway (Patchwork)	\$9,438
LANDSCAPING	
- Landscaping allowance (mulch top-ups)	\$1,193
ROOF	
- Provision to replace guttering in 5 years	\$35,379
- Provision to replace down pipes in 5 years	\$31,026
STAIRWELL	
- Repaint ceiling	\$3,875
- Repaint handrails	\$3,521
- Replace carpet	\$30,324
- Repaint door face	\$4,549
<u>Total Forecast Expenditure for year - May 2025 (Inc GST):</u>	\$183,345
Includes GST amount of :	\$16,668

May 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,254
EXTERNAL WORKS	
- Maintain common pipework	\$1,207
FURNITURE & FITTINGS	
- Maintain signage	\$1,238
- Provision to replace mail boxes	\$5,727
LANDSCAPING	
- Landscaping allowance (mulch top-ups)	\$1,253
ROOF	
- Maintain roof ridge capping/tiles	\$8,093
<u>Total Forecast Expenditure for year - May 2026 (Inc GST):</u>	<u>\$18,773</u>
Includes GST amount of :	\$1,707

May 2027	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$1,443
- Capital Replacement - General	\$1,317
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$741
LANDSCAPING	
- Landscaping allowance (mulch top-ups)	\$1,316
- Provision to remove/trim trees/roots	\$1,857

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$7,801
--	---------

<u>Total Forecast Expenditure for year - May 2027 (Inc GST):</u>	<u>\$14,475</u>
--	-----------------

Includes GST amount of :	\$1,316
--------------------------	---------

May 2028

Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame in 20 years progressively 20%	\$4,323
---	---------

- Provision to replace balustrade/handrail fixings	\$13,603
--	----------

- Capital Replacement - General	\$1,383
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (Patchwork)	\$10,926
---	----------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,381
---	---------

<u>Total Forecast Expenditure for year - May 2028 (Inc GST):</u>	<u>\$31,617</u>
--	-----------------

Includes GST amount of :	\$2,874
--------------------------	---------

May 2029

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,452
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$3,097
----------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace door hardware/closers	\$1,419
--	---------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,450
---	---------

<u>Total Forecast Expenditure for year - May 2029 (Inc GST):</u>	<u>\$7,419</u>
--	----------------

Includes GST amount of :	\$674
--------------------------	-------

May 2030	Expense Inc GST
-----------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,525
---------------------------------	---------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,523
---	---------

<u>Total Forecast Expenditure for year - May 2030 (Inc GST):</u>	<u>\$3,048</u>
--	----------------

Includes GST amount of :	\$277
--------------------------	-------

May 2031	Expense Inc GST
-----------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,601
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (Patchwork)	\$12,648
---	----------

FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) 20%	\$2,697
---	---------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,599
---	---------

<u>Total Forecast Expenditure for year - May 2031 (Inc GST):</u>	<u>\$18,546</u>
--	-----------------

Includes GST amount of :	\$1,686
--------------------------	---------

May 2032	Expense Inc GST
-----------------	----------------------------

SUPERSTRUCTURE

- Replace external door/frame in 20 years progressively 20%	\$5,255
---	---------

- Capital Replacement - General	\$1,681
---------------------------------	---------

FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) 20%	\$2,832
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$945

LANDSCAPING

- Landscaping allowance (mulch top-ups) \$1,679
- Provision to remove/trim trees/roots \$2,371

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$9,956

Total Forecast Expenditure for year - May 2032 (Inc GST): **\$24,719**

Includes GST amount of : **\$2,247**

May 2033

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,765

EXTERNAL WORKS

- Maintain common pipework \$1,699

FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) \$2,974
- 20%

FURNITURE & FITTINGS

- Maintain signage \$1,742

LANDSCAPING

- Landscaping allowance (mulch top-ups) \$1,763

Total Forecast Expenditure for year - May 2033 (Inc GST): **\$9,943**

Includes GST amount of : **\$904**

May 2034

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,853

DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (Patchwork) \$14,642

FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) \$3,122
20%

LANDSCAPING

- Landscaping allowance (mulch top-ups) \$1,851

Total Forecast Expenditure for year - May 2034 (Inc GST): **\$21,469**

Includes GST amount of : **\$1,952**

May 2035	Expense Inc GST
----------	--------------------

SUPERSTRUCTURE

- Repaint buildings \$8,324
- Repaint balcony/verandah ceilings \$7,903
- Maintain/repaint fascia \$22,617
- Repaint soffits \$12,097
- Scaffold/access equip allowance \$14,956
- Repaint door face \$7,821
- Repaint balustrade \$14,819
- Repaint handrails \$3,650
- Repaint posts/columns \$10,181
- Capital Replacement - General \$1,946

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total \$16,808
- Provision to replace carport roof, gutters and downpipes in 19 years (partial accrual) 20% \$17,782

FENCING

- Replace cyclone/mesh fencing in 15 years (partial accrual) 20%	\$3,278
- Provision to replace colorbond fencing/gates in 31 years (partial accrual) 20%	\$10,227

FURNITURE & FITTINGS

- Provision to replace door hardware/closers	\$1,902
--	---------

LANDSCAPING

- Landscaping allowance (mulch top-ups)	\$1,944
---	---------

STAIRWELL

- Repaint ceiling	\$6,312
- Repaint handrails	\$5,735
- Repaint door face	\$7,409

Total Forecast Expenditure for year - May 2035 (Inc GST): **\$175,711**

Includes GST amount of : **\$15,974**

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings	\$3,640	2025	10					5110										8324
- Repaint balcony/verandah ceilings	\$3,456	2025	10					4852										7903
- Maintain/repaint fascia	\$9,890	2025	10					13885										22617
- Replace window fixtures and fittings	\$932	2027	9							1443								
- Repaint soffits	\$5,290	2025	10					7427										12097
- Scaffold/access equip allowance	\$6,540	2025	10					9182										14956
- Repaint door face	\$3,420	2025	10					4801										7821
- Replace external door/frame in 20 years progressively 20%	\$2,860	2024	4				3557				4323				5255			
- Provision to replace balustrade/handrail fixings	\$8,370	2028	8								13603							
- Repaint balustrade	\$6,480	2025	10					9097										14819
- Repaint handrails	\$1,596	2025	10					2241										3650
- Repaint posts/columns	\$4,452	2025	10					6250										10181
- Capital Replacement - General	\$851	2021	1	983	1032	1084	1138	1195	1254	1317	1383	1452	1525	1601	1681	1765	1853	1946
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain bitumen driveway (Patchwork)	\$6,723	2022	3		8153			9438			10926			12648			14642	
- Maintain pathways 10% of total	\$1,815	2029	11									3097						
- Maintain driveway 3% of total	\$7,350	2022	13		8914													16808
- Provision to replace carport roof, gutters and downpipes in 19 years (partial accrual) 20%	\$7,776	2035	1															17782

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
EXTERNAL WORKS																		
- Maintain common pipework	\$819	2026	7						1207							1699		
FENCING																		
- Replace cyclone/mesh fencing in 15 years (partial accrual) 20%	\$1,434	2031	1											2697	2832	2974	3122	3278
- Provision to replace colorbond fencing/gates in 31 years (partial accrual) 20%	\$4,472	2035	4															10227
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2026	7						1238							1742		
- Provision to replace mail boxes	\$3,885	2026	0						5727									
- Ongoing partial replacement of exterior lighting	\$478	2022	5		580					741					945			
- Provision to replace door hardware/closers	\$832	2023	6		1359							1419						1902
LANDSCAPING																		
- Landscaping allowance (mulch top-ups)	\$850	2021	1	982	1031	1082	1136	1193	1253	1316	1381	1450	1523	1599	1679	1763	1851	1944
- Provision to remove/trim trees/roots	\$1,200	2022	5		1455					1857					2371			
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$5,040	2022	5		6112					7801					9956			
ROOF																		
- Maintain roof ridge capping/tiles	\$5,490	2026	12						8093									
- Provision to replace guttering in 5 years	\$25,200	2025	0					33379										
- Provision to replace down pipes in 5 years	\$22,100	2025	0					31026										

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
STAIRWELL																		
- Repaint ceiling	\$2,760	2025	10					3875										6312
+ Repaint handrails	\$2,508	2025	10					3521										5735
- Replace carpet	\$21,600	2025	12					30324										
- Repaint door face	\$3,240	2025	10					4549										7409
Total				1965	27278	3225	5831	183345	18773	14475	31617	7419	3048	18546	24719	9943	21469	175711
Includes GST amount of				179	2480	293	530	16668	1707	1316	2874	674	277	1686	2247	904	1952	15974

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings	\$3,640	2025	10	925	1896	2915	3986	5110	662	1357	2086	2852	3557	4501	5388	6320	7297	8324
- Repaint balcony/verandah ceilings	\$3,456	2025	10	878	1800	2768	3785	4852	628	1288	1981	2708	3472	4274	5116	6000	6928	7903
- Maintain/repaint fascia	\$9,890	2025	10	2513	5151	7922	10831	13885	1798	3686	5669	7750	9936	12231	14641	17171	19827	22617
- Replace window fixtures and fittings	\$932	2027	9	177	363	559	764	979	1205	1443	203	416	640	875	1122	1381	1653	1938
- Repaint soffits	\$5,290	2025	10	1344	2755	4237	5793	7427	962	1972	3032	4145	5314	6542	7831	9184	10605	12097
- Scaffold/access equip allowance	\$6,540	2025	10	1662	3407	5239	7162	9182	1185	2438	3749	5125	6570	8088	9681	11355	13111	14956
- Repaint door face	\$3,420	2025	10	869	1781	2739	3745	4801	622	1275	1960	2680	3436	4229	5063	5938	6856	7821
- Replace external door/frame in 20 years progressively 20%	\$2,660	2024	4	825	1692	2602	3557	1003	2056	3162	4323	1219	2499	3844	5255	1482	3038	4672
- Provision to replace balustrade/handrail fixings	\$8,370	2028	8	1425	2920	4491	6140	7871	9690	11599	13603	2105	4314	6635	9071	11629	14315	17136
- Repaint balustrade	\$6,480	2025	10	1646	3375	5190	7096	9097	1178	2415	3714	5078	6510	8014	9593	11251	12991	14819
- Repaint handrails	\$1,596	2025	10	406	831	1279	1743	2241	290	595	915	1251	1603	1974	2363	2771	3200	3650
- Repaint posts/columns	\$4,452	2025	10	1131	2319	3566	4875	6250	809	1659	2552	3489	4473	5506	6590	7729	8925	10181
- Capital Replacement - General	\$851	2021	1	983	1032	1084	1133	1195	1254	1317	1383	1452	1525	1601	1681	1765	1853	1946
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain bitumen driveway (Patchwork)	\$6,723	2022	3	3977	8153	2994	6137	9438	3436	7105	10926	4012	8225	12648	4645	9521	14642	5376
- Maintain pathways 10% of total	\$1,815	2029	11	281	576	885	1211	1552	1910	2287	2682	3097	373	764	1175	1507	2060	2536
- Maintain driveway 3% of total	\$7,350	2022	13	4348	8914	949	1943	2951	4030	5243	6454	7726	5061	10463	11935	13481	15104	16808
- Provision to replace carport roof, gutters and downpipes in 19 years (partial accrual) 20%	\$7,776	2035	1	824	1689	2598	3552	4553	5605	6709	7869	9087	10365	11707	13117	14597	16150	17782

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
EXTERNAL WORKS																		
- Maintain common pipework	\$819	2026	7	177	364	559	765	981	1207	209	428	658	899	1153	1419	1699	294	602
FENCING																		
- Replace cyclone/mesh fencing in 15 years (partial accrual) 20%	\$1,434	2031	1	190	389	598	818	1049	1291	1546	1813	2093	2388	2697	2832	2974	3122	3278
- Provision to replace colorbond fencing/gates in 31 years (partial accrual) 20%	\$4,472	2035	4	474	972	1494	2043	2619	3224	3859	4526	5226	5961	6733	7544	8395	9289	10227
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2026	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
- Provision to replace mail boxes	\$3,885	2026	0	842	1726	2654	3629	4652	5727									
- Ongoing partial replacement of exterior lighting	\$478	2022	5	283	580	134	275	423	578	741	171	351	539	737	945	218	447	688
- Provision to replace door hardware/closers	\$832	2023	6	336	689	1059	209	428	658	899	1153	1419	280	573	882	1205	1545	1902
LANDSCAPING																		
- Landscaping allowance (mulch top-ups)	\$850	2021	1	982	1031	1082	1136	1193	1253	1316	1361	1450	1523	1599	1679	1763	1851	1944
- Provision to remove/trim trees/roots	\$1,200	2022	5	710	1455	336	689	1059	1449	1857	429	880	1353	1849	2371	548	1123	1726
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$5,040	2022	5	2981	6112	1412	2894	4451	6085	7801	1802	3694	5680	7766	9956	2299	4714	7249

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ROOF																		
- Maintain roof ridge capping/tiles	\$5,490	2026	12	1190	2439	3751	5128	6574	8093	913	1872	2878	3935	5045	6210	7434	8719	10068
- Provision to replace guttering in 5 years	\$25,200	2025	C	6403	13126	20185	27596	35379										
- Provision to replace down pipes in 5 years	\$22,100	2025	C	5615	11511	17701	24201	31026										
STAIRWELL																		
- Repaint ceiling	\$2,760	2025	10	701	1438	2211	3023	3875	502	1025	1582	2163	2773	3413	4086	4792	5533	6312
- Repaint handrails	\$2,508	2025	10	637	1306	2009	2746	3521	456	935	1437	1965	2519	3101	3712	4354	5028	5735
- Replace carpet	\$21,500	2025	12	5488	11250	17301	23653	30324	3421	7014	10786	14746	18905	23271	27856	32670	37725	43033
- Repaint door face	\$3,240	2025	10	823	1688	2595	3548	4549	589	1208	1857	2539	3255	4007	4796	5625	6495	7409
TOTAL ACCRUALS				50263	77826	124447	170771	42191	54413	70636	71161	97510	129857	148477	165291	198957	223273	95641

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





Civium Canberra

Statement of Financial Affairs

Prepared for Owners of Unit Title 357

"THE CREST"

10 Wilkins Street MAWSON ACT 2607

For the Financial Period 01/05/22 to 21/04/23

Civium Canberra

Locked Bag 3008 WODEN ACT 2606 ABN: 39 121 276 300

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Balance Sheet - U/Plan 357
"THE CREST"
10 WILKINS STREET, MAWSON, ACT 2607
For the Financial Period 01/05/2022 to 21/04/2023

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
The Proprietors of UNITS PLAN 357	\$9,375.36	\$161,467.15	\$170,842.51
<i>Macquarie Bank BSB: 182-266 Acc No: 289711681</i>			
The Proprietors of UNITS PLAN 357 - INVEST	\$0.00	\$1.12	\$1.12
<i>Macquarie Bank BSB: 182-266 Acc No: 277869681</i>			
Interest Receivable	\$0.01	\$0.00	\$0.01
Levies Receivable	\$1,393.48	\$584.30	\$1,977.78
Total Assets	\$10,768.85	\$162,052.57	\$172,821.42
Liabilities			
Paid in Advance	\$1,304.05	\$173.94	\$1,477.99
GST Clearing	\$5.00	\$0.00	\$5.00
Total Liabilities	\$1,309.05	\$173.94	\$1,482.99
Net Assets	\$9,459.80	\$161,878.63	\$171,338.43
Owners Funds			
Opening Balance	\$15,433.02	\$138,701.31	\$154,134.33
Net Income For The Period	\$(5,973.22)	\$23,177.32	\$17,204.10
Total Owners Funds	\$9,459.80	\$161,878.63	\$171,338.43

Income and Expenditure Statement - U/Plan 357**"THE CREST"****10 WILKINS STREET, MAWSON, ACT 2607**

For the Financial Period 01/05/2022 to 21/04/2023

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Insurance Claims Refund	\$5,996.60	\$0.00	\$0.00
Interest on Overdues	\$93.83	\$0.00	\$50.48
Levy Income	\$100,039.38	\$97,936.00	\$104,711.11
Total Administrative Fund Income	\$106,129.81	\$97,936.00	\$104,761.59
Expenses			
Accounting Service Provision	\$676.50	\$677.00	\$651.88
Arrears Recovery Costs	\$5.00	\$0.00	\$49.00
Banking Management	\$676.50	\$677.00	\$651.88
Building Repairs & Maintenance	\$5,481.22	\$5,500.00	\$6,640.29
Bundled Disbursements	\$4,004.90	\$4,005.00	\$3,882.28
Civium Disbursements	\$592.20	\$0.00	\$691.00
Electrical Repairs & Maintenance	\$451.00	\$1,500.00	\$1,540.00
Electricity - Utility	\$721.84	\$1,000.00	\$826.10
Facilities Management (Civium)	\$5,439.00	\$5,575.00	\$4,532.50
Fire Protection - Contracted	\$15,670.16	\$1,000.00	\$922.90
Gardens & Grounds	\$16,059.00	\$20,000.00	\$18,570.67
Insurance Claims	\$4,301.60	\$0.00	\$0.00
Insurance Premiums	\$20,475.70	\$19,000.00	\$17,016.01
Insurance Valuation	\$883.00	\$0.00	\$0.00
Legal expense	\$5.00	\$0.00	\$0.00
Management Fee	\$16,354.94	\$16,355.00	\$15,829.48
Online Portal Fees	\$628.02	\$629.00	\$604.84
Pest Control	\$480.00	\$1,500.00	\$1,218.00
Plumbing & Drainage	\$3,238.40	\$1,000.00	\$590.98
Sinking Fund Forecast Report	\$0.00	\$0.00	\$660.00
Sundry Expenses	\$0.00	\$0.00	\$235.80
Tax Agent Fees - Income Tax	\$104.50	\$104.00	\$99.00
Taxation Reporting (Civium)	\$0.00	\$110.00	\$132.00
Trade Waste	\$38.20	\$0.00	\$0.00
Trades Compliance	\$303.44	\$304.00	\$297.64
Water - Utility	\$15,512.91	\$19,000.00	\$17,557.87
Total Administrative Fund Expenses	\$112,103.03	\$97,936.00	\$93,200.12
Administrative Fund Surplus/Deficit	\$(5,973.22)	\$0.00	\$11,561.47

Civium Canberra

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Income and Expenditure Statement - U/Plan 357
"THE CREST"**10 WILKINS STREET, MAWSON, ACT 2607**For the Financial Period 01/05/2022 to 21/04/2023

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Opening Balance for the period	\$15,433.02	\$0.00	\$3,871.55
Closing Balance for the period	\$9,459.80	\$0.00	\$15,433.02

Income and Expenditure Statement - U/Plan 357**"THE CREST"****10 WILKINS STREET, MAWSON, ACT 2607**

For the Financial Period 01/05/2022 to 21/04/2023

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Investment	\$0.03	\$0.00	\$0.00
Interest on Overdues	\$41.35	\$0.00	\$16.24
Levy Income	\$24,075.94	\$24,848.00	\$21,659.63
Total Sinking Fund Income	\$24,117.32	\$24,848.00	\$21,675.87
Expenses			
Building Repairs & Maintenance	\$0.00	\$0.00	\$32,617.20
Consultant Fees	\$940.00	\$0.00	\$0.00
Gardens & Grounds	\$0.00	\$2,000.00	\$4,906.00
Sinking Fund Budget	\$0.00	\$22,848.00	\$0.00
Total Sinking Fund Expenses	\$940.00	\$24,848.00	\$37,523.20
Sinking Fund Surplus/Deficit	\$23,177.32	\$0.00	\$(15,847.33)
Opening Balance for the period	\$138,701.31	\$0.00	\$154,548.64
Closing Balance for the period	\$161,878.63	\$0.00	\$138,701.31



Insurance Valuation Report

For

The Crest

10 Wilkins Street, Mawson, ACT 2607



PLAN NUMBER: UP 357

JOB NUMBER: 91029

DATE: Friday, 22 July, 2022

Independent Inspections

ABN 645 8817 4085

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Independent Inspections is a Carbon Neutral Business

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report	
We have been instructed by the Strata to provide a building valuation report that outlines the replacement costs of the Complex 10 Wilkins Street .	
1.2 Property Address	
The property is situated at 10 Wilkins Street , Mawson, ACT, 2607.	
1.3 Description of Building	
The building consists of 37 Residential Units with Carparking.	
1.4 Client	
Civium Strata People	
1.5 Replacement Value	
Recommended Insured Value: \$12,987,000	

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Replacement Value

The Replacement value involves the construction of a building having the same functional use and of the same useable area as the building was originally and also to conform to regulations and bylaws since the original date of construction.

2.2 Loss of Rent and Emergency Accommodation

Most Policies have a 5% allowance for Loss of Rent. The Allowance made has not been included in the Recommended Sum Insured. An Allowance for The loss of Rent and Emergency Accommodation has been made for a 104 Week Period is to the Value of \$1,962,480 as a guide to compare to the allowance of the current policy in place.

2.3 Current Trends

Past years of inflationary trends in the cost of building have caused enlightened and prudent owners to look more closely at their insurance cover.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation in terms of inflation and the cost and effect of building regulations.

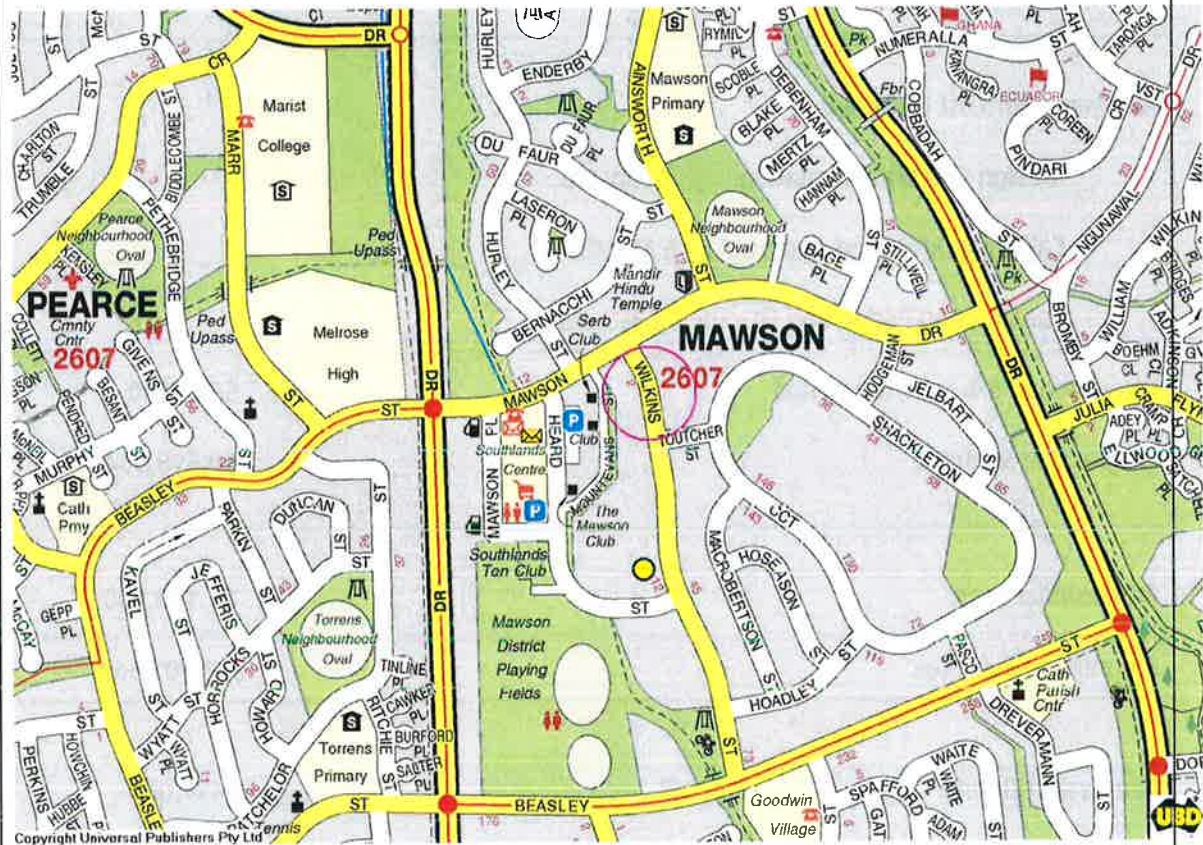
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- ✓ Present Building Costs.
- ✓ Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- ✓ Professional Fees.
- ✓ Removal of Debris.
- ✓ Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$9,055,364
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	6 Months
Construction Period and Fit-out:	12 Months
Calculated at 5% over the period	\$543,000
Progressive Subtotal:	\$9,598,364
Professional Fees:	\$1,103,000
Progressive Subtotal:	\$10,701,364
Removal of Debris:	\$437,000
Progressive Subtotal:	\$11,138,364
Cost Escalation:	\$668,000
Progressive Subtotal:	\$11,806,364
GST Component:	\$1,180,636
Recommended Insured Value:	\$12,987,000
An Allowance for the Loss of Rent and Emergency Accommodation has been made for a 104 Week Period is to the Value of \$1,962,480 .	

2.7 Site Location Map



SECTION 3 – REPORT NOTES

1.0 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land.

Easy pedestrian and vehicular access was available.

2.0 ADDITIONS & IMPROVEMENTS

Kitchen & Bathroom

3.0 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

4.0 SAFETY SWITCH

When a safety switch is present, it would be prudent to consult a licensed electrician to ensure that the unit has been installed correctly and is functioning to specification, with testing records on site.

5. SUMMARY OF CONSTRUCTION

5.1 PRIMARY METHOD OF CONSTRUCTION

5.1.1 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: *Brick.*

EXTERNAL WALL FINISHES: *Brick.*

5.1.2 ROOF STRUCTURE

ROOF CONSTRUCTION: *Frame Construction.*

ROOFING: *Roof Tiles.*

5.1.3 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: *Concrete.*

5.1.4 FENCING STRUCTURE

FENCE CONSTRUCTION: *Timber Post and Rail*

6. READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:

☒ Building Exterior ☒ Roof Exterior

☒ Driveway Areas ☒ The grounds including, landscaping, retaining walls, fences within the property boundaries.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

7. REPORT NOTES

1. This Inspection Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
2. The report is designed to be published only by the Scheme Manager to unit owners and the respective insurance company.
3. The report does not carry the right of other publication, with exception for the above, without written consent of the building inspector.
4. This report is not an engineering survey of improvements or status of the building and its contents.
5. This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
6. Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.



COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

Associate Diploma (Laboratory Operations), Diploma (Civil Engineering),

Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment), Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

SECTION 4 – SITE PHOTOGRAPHS

GENERAL CONDITIONS OF ENGAGEMENT**1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS**

1.2 Independent Inspections Pty Ltd ("Consultant") will:

- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so.

2 PAYMENT

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.

2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.

2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.

2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change.

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.

4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;

4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;

4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting and checking them for accuracy against an original hard copy version.

5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses, loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay.

6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified in the notice, the other party may, without further notice, suspend or terminate this Agreement.

6.2 Either party may suspend or terminate this Agreement by written notice to the other party:

(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity

(b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.

7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing and holding costs in connection with the Services.

7.3 Notwithstanding any other provision of this Agreement,

(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and

(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or non performance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser.

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period.

8 ASBESTOS, MOULD & TERRORISM

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.

8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.

8.3 For the purposes of this clause:

(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;

(b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and

(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

9 MISCELLANEOUS

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.

9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.

9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.

9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.

9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of data and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement.



Issue date: 13 April 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 357	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	10 WILKINS STREET, MAWSON, ACT 2607	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$12,987,000.00 Common Contents - \$129,870.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) <u>Taxation and Audit Costs</u> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) <u>Workplace Health and Safety Breaches</u> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) <u>Legal Defence Expenses</u> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20149424	
PERIOD OF INSURANCE:	9 April 2023 expiring on 09 April 2024 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



ACT Building Inspection Services

A.B.N.: 64 154 063 662
PO BOX 235
CALWELL ACT 2905
Phone: 0405 795 628
Email: info@actbis.com.au
Web: www.actbis.com.au

Invoice No.: 7723
Date: 17/04/2023

Robert Lowry
13 Rickard Street
UMINA BEACH NSW 2257

Tax Invoice

Description	Fee
Energy Rating Report (EER)	275.45
ACTPLA Fee's - No GST	47.00

Refer property: Unit 23/10 Wilkins Street MAWSON

PAID
26/04/2023

Total Excluding GST	\$322.45
Total GST	\$27.55
Total Including GST	\$350.00
Amount Received	\$0.00
Invoice Balance	\$350.00

Thank you for your business

Remittance Advice
Robert Lowry
13 Rickard Street
UMINA BEACH NSW 2607

ACT Building Inspection Services
PO BOX 235
CALWELL ACT 2905

Invoice No.: 7723
Date: 17/04/2023
Amount Due: \$350.00

Amount: \$ _

Please charge my: ☐ MasterCard ☐ Visa

Card No.: Signature: _

Name on Card: Exp. Date: / CVV2 No.: _

I will pay by Direct Deposit/EFT ☐ Please make payment to Bank: CBA BSB: 062-593 ACC: 10239722

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

-12 Points

3.5 Stars

19 April 2023

David Navarro

20121345

D Navarro

Building Assessor – Class A Energy Efficiency



YOUR HOUSE ENERGY RATING IS: ★★☆☆
in Climate: 24

3.5 STARS

SCORE: -12 POINTS

Name: Robert Lowry

Ref No: 7723

House Title: Block: 8 Section: 34 Unit: 23

Date: 19-04-2023

Address: 23/10 Wilkins Street

MAWSON ACT

2607

Reference: Y:\ACTBIS EER\2023 EER'S\MW 034 008 00U 023

Total floor area: 69sqm

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-12											
Potential	15											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 27

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	-12	★★★★☆
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Largest windows in the dwelling;

Direction : South West

Area : 12 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. South West	-12	★★★★☆
2. West	-13	★★★★☆
3. North West	-8	★★★★★
4. North	-2	★★★★★
5. North East	-6	★★★★★
6. East	-19	★★★
7. South East	-22	★★★
8. South	-16	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block: 8 Section: 34 Unit: 23, 23/10 Wilkins Street, MAWSON ACT

Assessor's Name: David Navarro

Net Conditioned Floor Area: 52.5 m²

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	106	Insulation:	-94			
WALL				-27	4	-24
Surface Area:	-14	Insulation:	-21			
		Mass:	12			
FLOOR				10	0	10
Surface Area:	0	Insulation:	-4			
		Mass:	14			
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	31 %			
Exhaust Fans	15 %	Doors	33 %			
Down Lights	0 %	Gaps (around frames)	21 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-38	-11	-49
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	4	8%	-16	23	-3	4
SW	12	23%	-63	19	-8	-51
Total	17	32%	-79	43	-10	-49

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is -3 points

		Winter	Summer	Total
RATING	★★★★☆	-35	-7	-12*

* includes 29 points from Area Adjustment

Detailed House Data

House Details

ClientName Robert Lowry
 HouseTitle Block: 8 Section: 34 Unit: 23
 StreetAddress 23/10 Wilkins Street
 Suburb MAWSON ACT
 Postcode 2607
 AssessorName David Navarro
 FileCreated 19-04-2023

Climate Details

State
 Town Canberra
 Postcode 2600
 Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	29.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	5.0m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	25.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	20.0m	2.4m
2	Brick Veneer	No	R0.0	4.3m	2.4m
3	Brick Cavity	Yes	R0.0	12.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	59.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.1m	1.8m	No	SG	ALSTD	HB	No	1.8m	1.8m	0.2m
2	SW	1.0m	1.0m	No	SG	ALSTD	HB	No	1.8m	1.8m	0.2m
3	SW	2.1m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
4	SW	2.1m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
5	N	1.4m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
6	N	1.0m	0.9m	Yes	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
7	N	1.0m	0.9m	Yes	SG	ALSTD	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	1.9m	0.9m	4.5m	1.9m
2	SW	1.0m	1.0m	0.0m	0.0m	0.0m	0.0m	1.9m	3.4m	4.5m	0.3m
3	SW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	0.1m
4	SW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	2.1m
6	N	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.6m	1.7m	0.0m	0.0m
7	N	1.0m	0.9m	0.0m	0.0m	0.0m	0.0m	0.6m	0.6m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	12m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

T: 1300 309 169
E: insurance@rapidsolutions.com.au
M: PO Box 550 Kotara NSW 2289
W: www.rapidsolutions.com.au



CERTIFICATE OF CURRENCY

This is intended for use as evidence that the Cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy Schedule.

The Insured: ACT Building Inspection Services Pty Ltd
Trading As:
Address: 19 Denovan Circuit
Calwell ACT 2905
ABN: 64 154 063 662

PARTICULARS OF INSURANCE COVER

Policy Number: AUS-23-10151
Period of Insurance: 07 January 2023 To: 07 January 2024
Limit of Professional Indemnity: \$1,000,000 in the aggregate and \$500,000 in any one claim during the period of insurance.
Limit of General Liability: \$5,000,000 Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General Liability
Environmental Impairment: \$250,000 Any one claim and in the aggregate during the period of insurance.
Limit of Products Liability: \$5,000,000 Any one claim and in the aggregate during the period of insurance.

Business Activities and/or Extensions covered under this policy:

(PPI) Residential Building Inspections - AS4349.1-2007; (PPI) Timber Pest Inspections - AS4349.3-2010; Energy Rating Reports; Handyman & Maintenance Services; Other Building Inspections/Consultancy Work - AS4349.0-2007.

Issued on: 09 December 2022 11:14:47AM AEDT

This Certificate of Currency is current only at the date and time of issue.

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now*
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

**Results of 2005 Asbestos Survey of over 600 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.*

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



Asbestos: Awareness.
Helping everyone breathe easier.

