

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

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		43	343	3	63	Curtin
		and known as 26/3 Waddell Place Curtin ACT				
<b>Seller</b>	Full name	Zoran Dimitrovski				
	ACN/ABN					
<b>Seller Solicitor</b>	Address	32 Negus Crescent Watson ACT 2602				
	Firm	Jeffrey Silk, Barrister and Solicitor				
	Ref	Jeffrey Silk, Barrister and Solicitor				
	Phone	6247 2799	email	jeffsilk11@gmail.com		
	DX/Address	PO Box 5037 Braddon ACT 2612				
<b>Stakeholder</b>	Name	Fuse Property Trust Account				
	Firm	Fuse Property				
<b>Seller Agent</b>	Ref	Ante Vatauvuk				
	Phone	0419 695 569	email	ante@fuseproperty.com.au		
	DX/Address	56 Monaro Street Queanbeyan NSW 2620				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	fixed floor coverings, window treatments, and light fittings as inspected.				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b>		on or before 60 days from the date of exchange				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)				
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

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

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

<b>Co-Ownership</b>	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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### Read This Before Signing

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

<b>Seller signature</b>	<b>Buyer signature</b>
<b>Seller Witness name and signature</b>	<b>Buyer Witness name and signature</b>

## 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 edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title — 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). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

### 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 editions of the certificate of title for the Common Property
- ☒ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☒ Section 119 Certificate
- ☒ registered variations to the articles of the Owners Corporation

### 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	ACT SMS	Phone	5131 2600
Address	PO Box 3208 Weston ACT 2611		

### 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

### 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

## 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 Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

**Breach of Covenant** means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

**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;

**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 with clause 18.5 and clause 18.6;

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

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



**Developer** in respect of a 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;

**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;

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

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

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

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

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

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

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

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

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

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

**Planning Act** means the *Planning 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 Title Act;

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

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

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

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

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

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

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

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

**Unit 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 next Business Day, except in the case of clause 2.1.

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

## 3. Title to the Lease

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

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

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 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
  - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
  - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

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

## 6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
  - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
  - 6.2.2 the Buyer is not entitled to vacant possession,
- then the Buyer may either:
- 6.2.3 rescind; or
  - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
  - 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
  - 6.4.3 any change in the Property due to fair wear and tear before Completion;
  - 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
  - 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
  - 6.4.6 the ownership or location of any dividing fence;

- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

## 8. Adjustments

8.1 Subject to clause 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
- 9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:
  - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
  - (b) if applicable, the Seller has complied with the Residential Tenancies Act;
  - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
  - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal.

**9.3.2 The Seller must hand to the Buyer on Completion:**

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

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

## **10. Inspection and condition of Property**

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

## **11. Inspection of building file**

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

## **12. Additional Seller obligations**

- 12.1** Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1** comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

- 12.1.2** obtain approval for any Development conducted on the Land;
- 12.1.3** comply with the Lease to the extent to which the Seller is required to comply up to Completion;
- 12.1.4** comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
- 12.1.5** give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## **13. Compliance Certificate**

**13.1** The Seller must give to the Buyer on Completion a Compliance Certificate unless:

- 13.1.1** the Lease does not contain a Building and Development Provision; or
- 13.1.2** the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
- 13.1.3** a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

**13.2** The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1** approval for the Development has been granted by the relevant authority before the Date of this Contract; or
- 13.2.2** the Development is disclosed as a Breach of Covenant in this Contract.

## **14. Off the plan purchase**

- 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, 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.



## 15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

## 16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
  - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
  - 16.1.2 if the error is not corrected before Completion:
    - (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
    - (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

## 17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
  - 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
    - (a) the total amount claimed exceeds 5% of the Price;
    - (b) the Seller gives notice to the Buyer of an intention to rescind; and

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

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

- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

**18. Notice to Complete and Default Notice**

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
  - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\*\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

**19. Termination — Buyer default**

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

**20. Termination — Seller default**

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
  - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

**21. Rescission**

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
  - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

\* Alter as necessary  
 \*\* Alter as necessary

## 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 of %\* per annum 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 of %\*\* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
  - 22.1.3 the amount of \$440.00\* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
  - 22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

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

## 24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
  - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:
- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
  - 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
  - 24.4.3 the Seller must carry on the enterprise until Completion;
  - 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;
  - 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
    - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
    - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

\* Insert percentage

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 by delivering 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 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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 the Common Property.

## 33. Seller warranties

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

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

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

(b) defects disclosed in this Contract;

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

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

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
  - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
  - (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
  - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to 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 registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
  - 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
  - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.



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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a 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 after the Units Plan is registered;
  - 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 registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
  - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

## 46. Incomplete development of Community Title Scheme

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

## 47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
  - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

#### 48. Required first or top sheet

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

#### 49. Notice to Community Title Body Corporate

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

#### 50. Section 56 Certificate

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

#### 51. Foreign Resident Withholding Tax

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

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

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;
- Relevant Price** means the higher of:
- the Price (including GST); and
  - the market value of the CGT Assets sold under this Contract;
- as at the Date of this Contract;
- Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;
- Withholding Amount** means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and
- Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.
- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller; no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

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

## 52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

\* Alter as necessary

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 - ACT residential property

1. The Buyer warrants to the Seller, that as a result of the Buyer's own inspections and enquiries about the Property, that the Buyer is satisfied with the condition, quality, and state of repair of the Property (including any Goods) and accepts the Property as it is and subject to any defects or need for repair arising for any cause or reason.
2. The Seller does not give any warranty to the Buyer in relation to any latent or patent defect, matter or thinking in relation to the body corporate and the Buyer shall not make any requisition, claim for compensation, delay settlement, rescind or terminate this contract Subject to clause 7, arising from:
  - (i) any matter that was capable of discovery by or on behalf of the Buyer using due diligence and was or should have been within the Buyers knowledge as a result of the Buyer making all reasonable and prudent inspections and enquiries;
  - (ii) any encroachment by or onto the Property;
  - (iii) any requirements of a Statutory Authority made on or after the date of this Contract.
3. The parties agree that in the event of either of them (including one person if there are two person Selling or Buying) dying, be declared bankrupt or incapacitated due to a mental illness, or if a party be incorporated being wound up, that either party may give notice rescinding this contract and clause 21 shall apply.
4. The Buyer warrants that it was not introduced to the Property or Seller by any agent other than the Selling agent and agrees to indemnify the Seller from and against any claim whatsoever for commission by any agent in breach of the warranty given and it is agreed and acknowledged that this special condition, warranty and indemnity does not merge on completion.
5. Insert "nil" into clause 22.1.1 and "10%" into clause 22.1.2 after the words "at the rate of " in both instances.
6. In the event of any inconsistency between these special conditions and the standard terms 1 to 53 of ACT Law Society Contract for Sale that these special conditions shall prevail over such standard terms.

# If a home was built before 1990

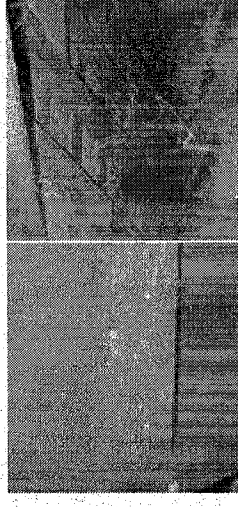
it may contain dangerous asbestos material

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



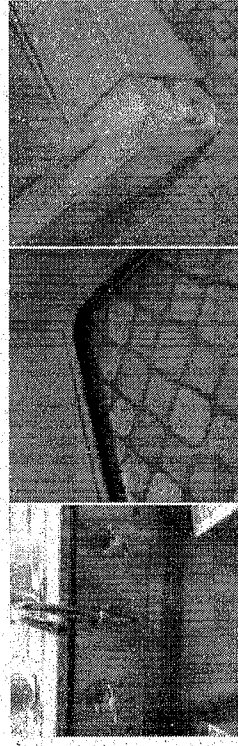
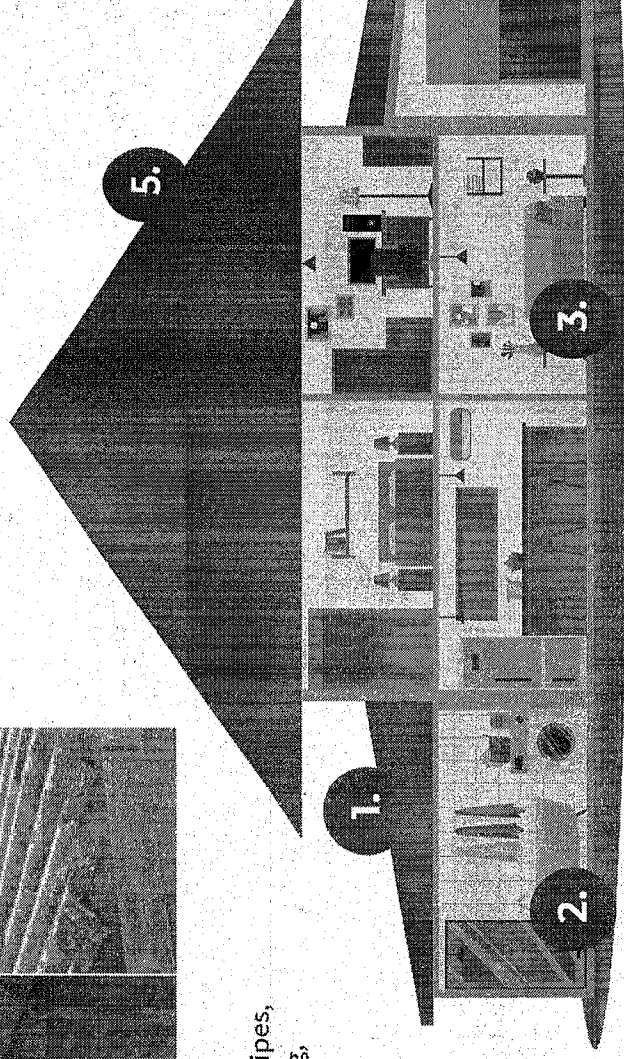
## 1. Exterior

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



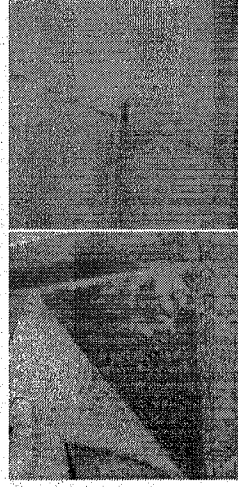
## 5. Building cavities

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



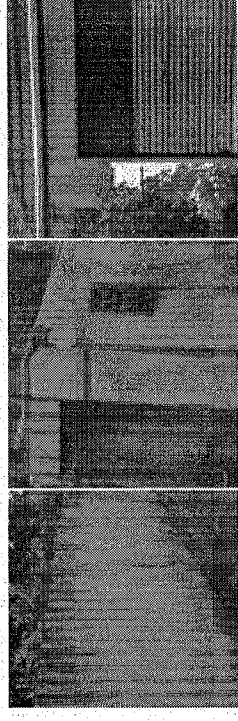
## 2. Wet areas - bathroom, laundry and kitchen

wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation



## 3. Internal areas

wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters



## 4. Backyard

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

# If a home was built before 1990

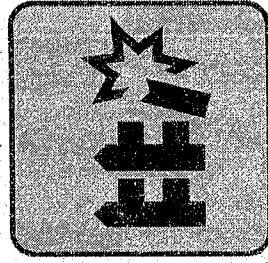
it may contain dangerous asbestos material



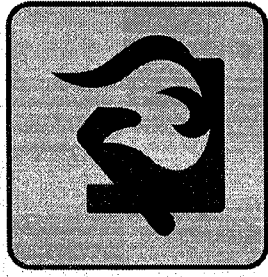
## Assess the risk

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

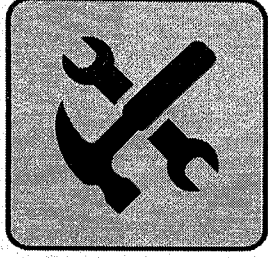
### Asbestos materials become dangerous when:



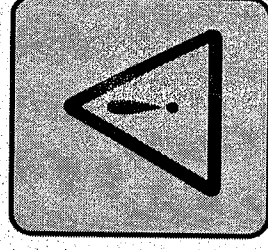
Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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



Product  
Date/Time  
Customer Reference  
Order ID  
Cost

Title Details  
05/09/2023 10:36AM  
20230905000559  
\$33.00

Volume 943 Folio 43 Edition 4

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Curtin Section 63 Block 3 on Deposited Plan 1626 with 76 units on Unit Plan 343  
Unit 43 (Class A) entitlement 122 of 10000, 1 subsidiaries  
Lease commenced on 06/11/1984, terminating on 24/05/2065

### Proprietor

Zoran Dimitrovski  
26/3 Waddell Place Curtin ACT 2605

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
25/11/2005	1447359	Mortgage to Commonwealth Bank Of Australia

***End of interests***









## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Curtin Section 63 Block 3 on Deposited Plan 1626 with 76 units on Unit Plan 343

Lease commenced on 06/11/1984, terminating on 24/05/2065

### COMMON PROPERTY

#### Proprietor

The Owners - Units Plan No 343

C/- 43 Moynihan Street Evatt ACT 2617

### REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
19/11/1985	523144	Change of Address for Service of Notices
16/02/1989	645102	Special Resolution Altering Articles
06/10/2004	1390667	Correction to Register - Dealing 523144 updated from (Code=SR, Text=Special Resolution Altering Articles) to (Code=CA, Text=Change of Address for Service of Notices)

***End of interests***

## FORM 1

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343**

Block 3 Section 63 Division of CURTIN  
 Register Book Volume 194 (757) Folio 30 (16) Deposited Plan No 1626

Address of the Corporation for service of documents: MILETUS PTY. LIMITED c/- HUNGERFORD & OFFNER ACCOUNTANTS  
 CITY MUTUAL BUILDING HOBART PLACE, CANBERRA CITY

I, DESMOND JOHN WILLY  
 of CANBERRA

a surveyor registered under the Surveyors Ordinance 1967 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 in the plan 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) each 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 guttering (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 1<sup>ST</sup> day of FEBRUARY 1984

Registered Surveyor

- \* 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

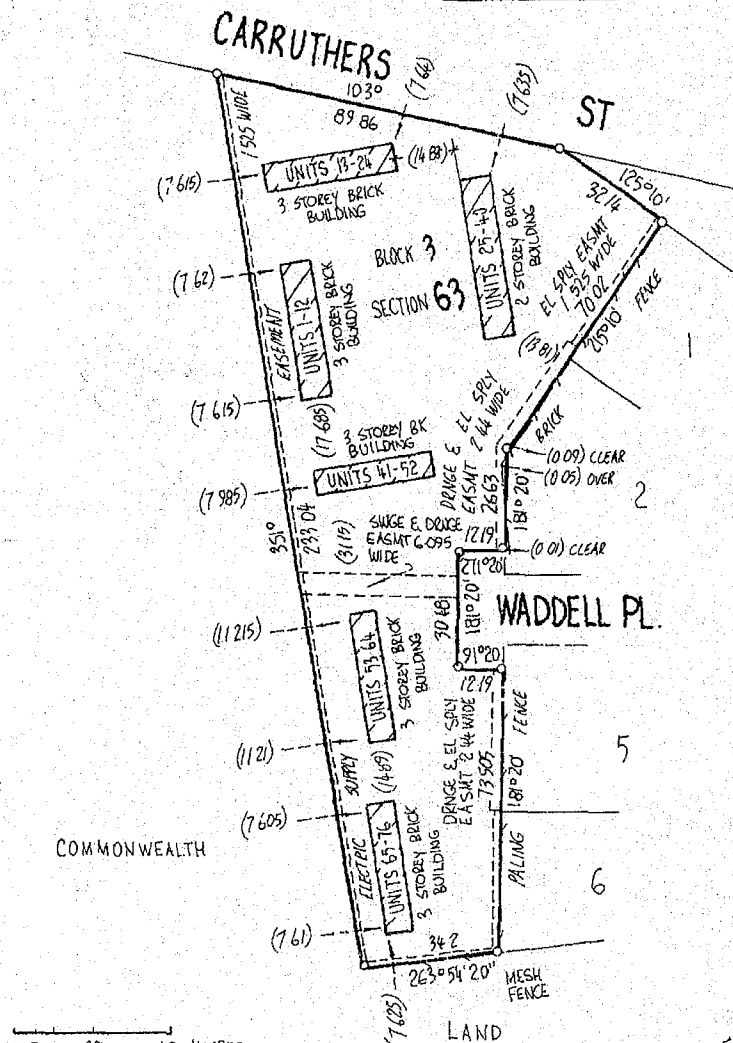
Dated this twenty fifth day of October 1984

Minister of State for the Capital Territory  
 Territories & Local Government

Registered by me on the  
sixth day of November 1984  
 at four O'clock in the afternoon the number allocated  
 to the Units Plan being 343

The terms of the leases of the units and the lease of the common  
 property expire on the twenty fourth  
 day of May 2064

R. P. MAKINGA Deputy  
 Registrar

**SITE PLAN**

Scale 1:500

Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343****SCHEDULE OF UNIT ENTITLEMENTS**Block **3** Section **63** Division of **CURTIN**

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	160	1	943	1
2	160	1	943	2
3	160	1	943	3
4	160	1	943	4
5	160	1	943	5
6	160	1	943	6
7	160	1	943	7
8	160	1	943	8
9	160	1	943	9
10	160	1	943	10
11	160	1	943	11
12	160	1	943	12
13	140	1	943	13
14	140	1	943	14
15	140	1	943	15
16	140	1	943	16
17	140	1	943	17
18	140	1	943	18
19	140	1	943	19

Aggregate

1

*[Signature]*  
Applicant

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

Dated this twenty first day  
of October 1984

*[Signature]*  
Minister of State for the Capital Territory  
Territories and 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 **943** Folio **77**

*[Signature]*  
J. P. MURPHY Deputy  
Registrar of Titles



FORM 2

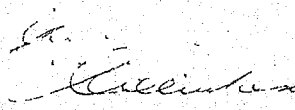
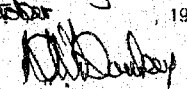
Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343****SCHEDULE OF UNIT ENTITLEMENTS**

Block 3 Section 63 Division of CURTIN

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
20	140	1	943	20
21	140	1	943	21
22	140	1	943	22
23	140	1	943	23
24	140	1	943	24
25	117	1	943	25
26	117	1	943	26
27	80	1	943	27
28	80	1	943	28
29	80	1	943	29
30	80	1	943	30
31	117	1	943	31
32	117	1	943	32
33	117	1	943	33
34	117	1	943	34
35	80	1	943	35
36	80	1	943	36
37	80	1	943	37
38	80	1	943	38

Aggregate

  
 Applicant  
 Column 1 above is the schedule of unit entitlement approved for the subdivision  
 Dated this twenty-sixth day of October, 1984  
  
 Minister of State for the Capital Territory Territories & Local Government

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 943 Folio 77

  
 R. P. MAKKINGA Deputy

Registrar of Titles



FORM 2

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343****SCHEDULE OF UNIT ENTITLEMENTS**Block **3** Section **63** Division of **CURTIN**

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
39	117	1	943	39
40	117	1	943	40
41	122	1	943	41
42	122	1	943	42
43	122	1	943	43
44	122	1	943	44
45	122	1	943	45
46	122	1	943	46
47	122	1	943	47
48	122	1	943	48
49	122	1	943	49
50	122	1	943	50
51	122	1	943	51
52	122	1	943	52
53	140	1	943	53
54	140	1	943	54
55	140	1	943	55
56	140	1	943	56
57	140	1	943	57
Aggregate				

*[Signature]*  
Applicant

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

Dated this Twenty day of October 1984

*[Signature]*  
Minister of State for the Capital Territory Territories & 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 **943** Folio **77**

*[Signature]*  
P. P. MARRINHA Deputy  
Registrar of Titles





FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 343

## SCHEDULE OF UNIT ENTITLEMENTS

Block 3 Section 63 Division of CURTIN

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
58	140	1	943	58
59	140	1	943	59
60	140	1	943	60
61	140	1	943	61
62	140	1	943	62
63	140	1	943	63
64	140	1	943	64
65	140	1	943	65
66	140	1	943	66
67	140	1	943	67
68	140	1	943	68
69	140	1	943	69
70	140	1	943	70
71	140	1	943	71
72	140	1	943	72
73	140	1	943	73
74	140	1	943	74
75	140	1	943	75
76	140	1	943	76
Aggregate	10000	76		

*[Signature]*  
Applicant

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

Dated this twenty fifth day of October 1984

Delegata of the Minister of State for the Capital Territory Territories & 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 943 Folio 77

*[Signature]*  
R. P. MAKINGA Deputy

Registrar of Titles



FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

Block 3 Section 63 Division of CURTIN

## FLOOR PLAN

(1) GROUND

CLASS A UNITS 1, 2, 3 & 4  
& UNIT SUBSIDIARIES S1-S12, S22-24 & S50-52

SHEET 9 ADJOINS

17°56'5	S	S					S	S
	13	14					20	21

171°56'717

80°46' 2 43 EACH

17°56'5	S	S	S	S	S	S	S	S
	12	11	10	9	8	7	24	23

17°56'5

80°46' 2 43 EACH  
PARKING AREAS

UNIT 4  
ABOUT 643m<sup>2</sup>  
LAUNDRY  
STAIRWAY

80°46' 1979

UNIT 3  
ABOUT 643m<sup>2</sup>

UNIT 2  
ABOUT 643m<sup>2</sup>

LAUNDRY

STAIRWAY

UNIT 1  
ABOUT 643m<sup>2</sup>

81° 2 435 EACH

17°5	S	S	S	S	S	S	S	S
	6	5	4	3	2	1	52	51

171°5

81° 2 435 EACH

PARKING AREAS

SHEET 14 ADJOINS

171°719	S	S					S	S
	41	42					48	49

SHEET 12 ADJOINS

81°136

171°062

0 5 10 20  
Scale 1 300 METRES

(1) Number of floor

NOT TO SCALE

CARRUTHERS STREET 103°

Applicant

Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

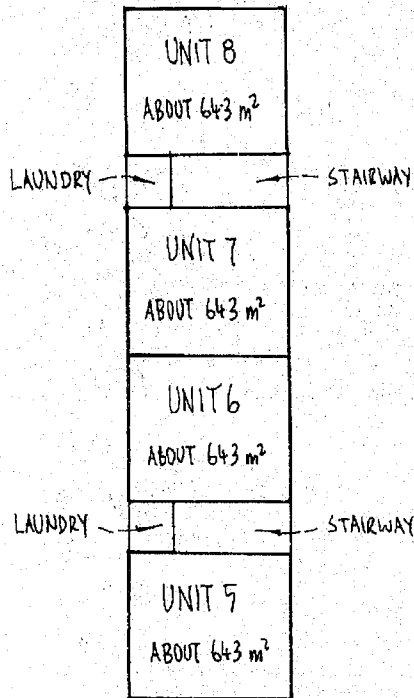
Block.. 3 ....., Section.. 63 ....., Division of CURTIN .....

## FLOOR PLAN

(1) FIRST

CLASS A UNITS 5, 6, 7 & 8

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

*[Signature]*

FORM 3

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343**

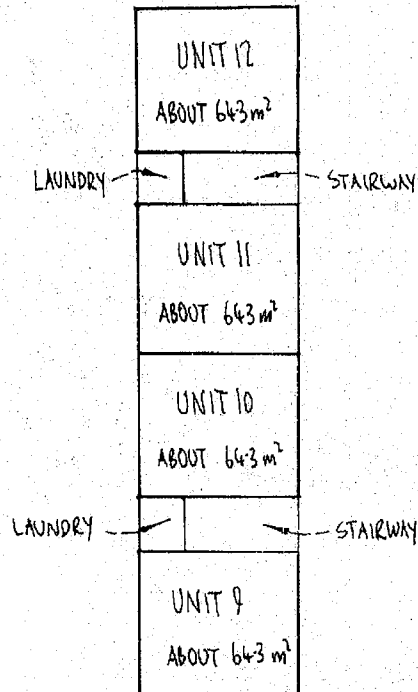
Block.. 3 ....., Section 63 ....., Division of CURTIN .....

**FLOOR PLAN**

(1) SECOND

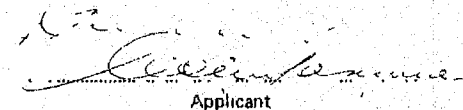
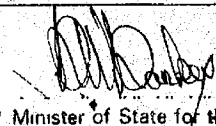

CLASS A UNITS 9, 10, 11 & 12

(1) Number of floor



0 5 10 20 METRES

Scale: 1:300

Applicant   Minister of State for the Capital Territory Territories & Local Government 

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

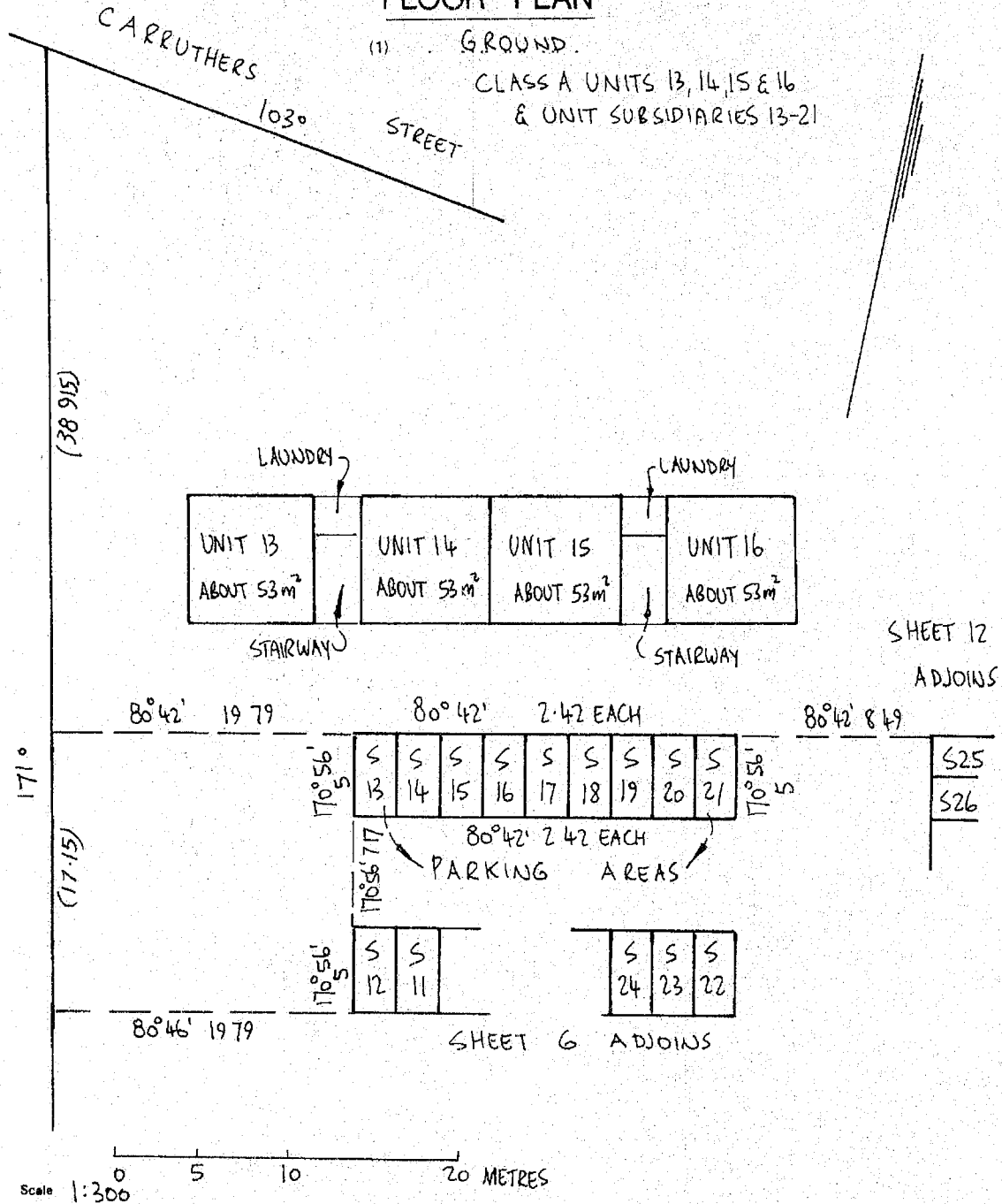
Block. 3 . . . . . Section 63 . . . . . Division of . . . . . CURTIN

## FLOOR PLAN

(1) GROUND.

CLASS A UNITS 13, 14, 15 & 16  
& UNIT SUBSIDIARIES 13-21

(1) Number of floor



Scale 1:300

Applicant: *[Signature]*  
 Delegate of the Minister of State for the Capital Territory  
 Territories & Local Government: *[Signature]*



FORM 3

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 343**

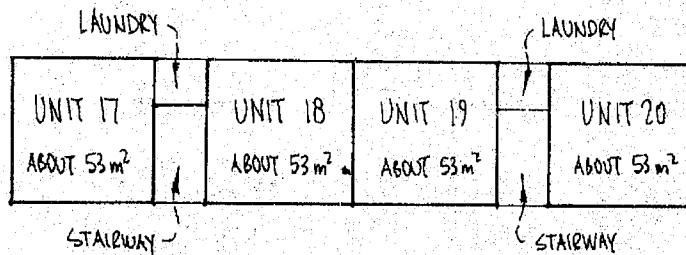
Block ... 3 ... , Section ... 63 ... , Division of ... CURTIN ...

**FLOOR PLAN**

(1) Number of floor

(1) FIRST

CLASS A UNITS 17, 18, 19 & 20



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

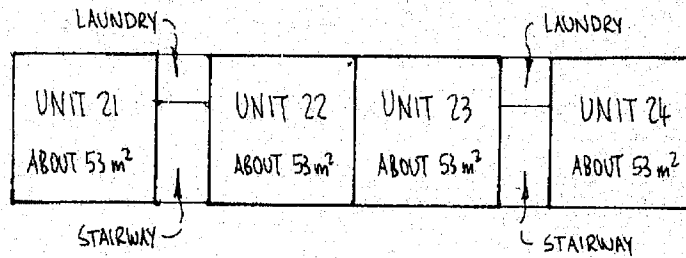
Block.. 3 ....., Section ..... 63 ....., Division of ... CURTIN ...

## FLOOR PLAN

(1) .. SECOND .....

CLASS A UNITS 21, 22, 23 & 24

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

Witness of the

Minister of State for the Capital Territory  
Territories & Local Government

*[Signature]*

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

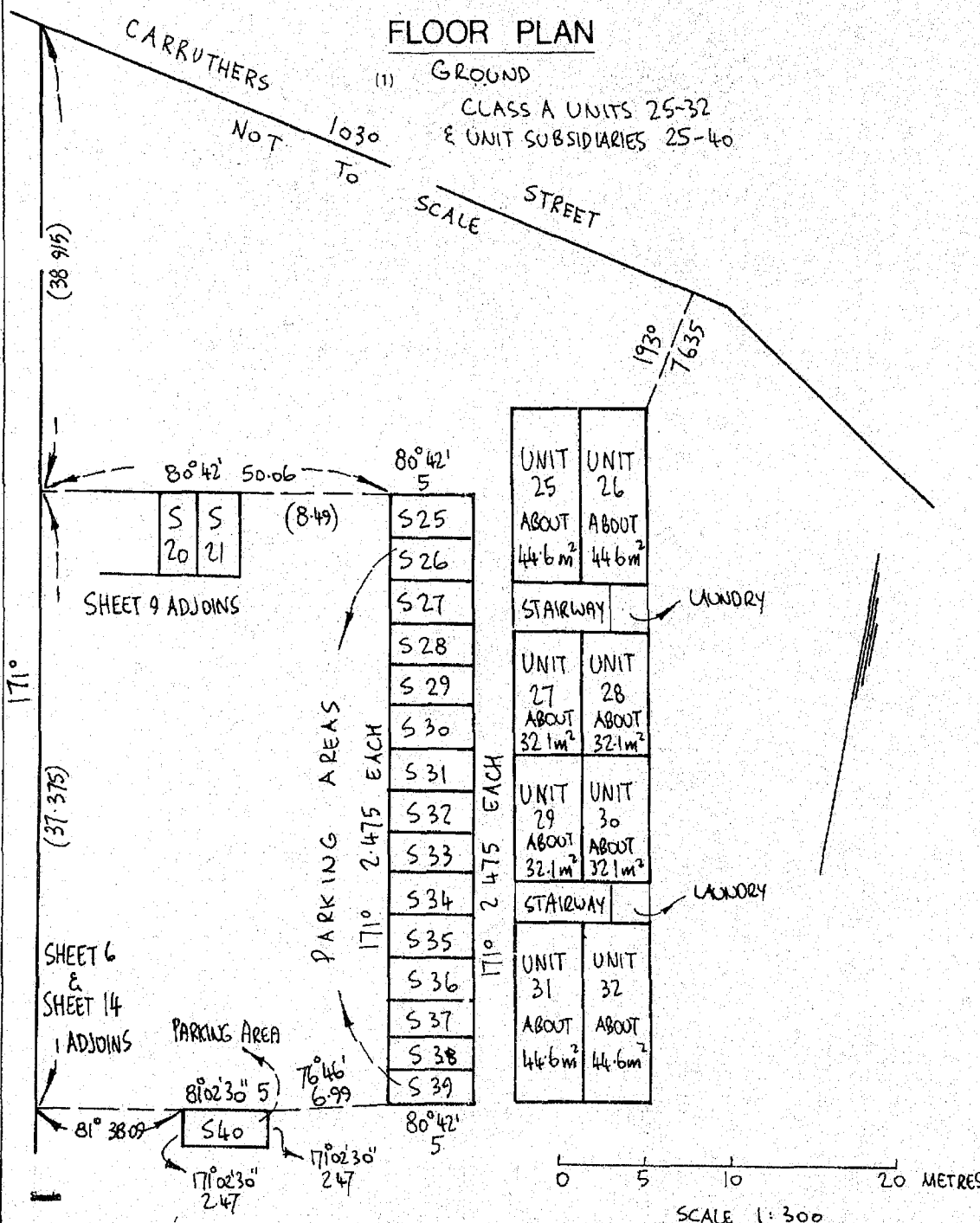
Block 3, Section 63, Division of CURTIN

(1) Number of floor

## FLOOR PLAN

(1) GROUND

CLASS A UNITS 25-32  
& UNIT SUBSIDIARIES 25-40



*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

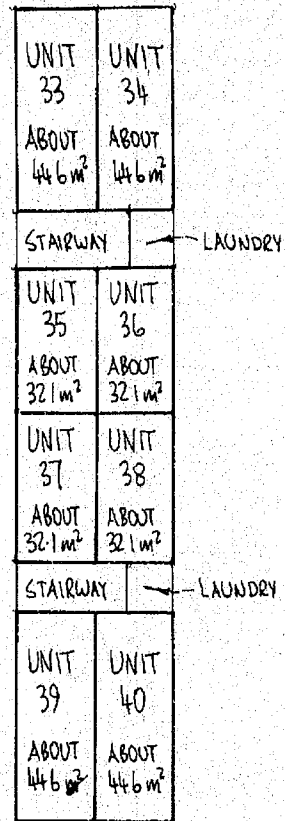
# UNITS PLAN No. 343

Block. . . . . 3 . . . . . Section. . . . . 63 . . . . . Division of. . . . . CURTIN . . . . .

## FLOOR PLAN

(1) . . . . . FIRST . . . . .  
CLASS A UNITS 33-40

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Deputy Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

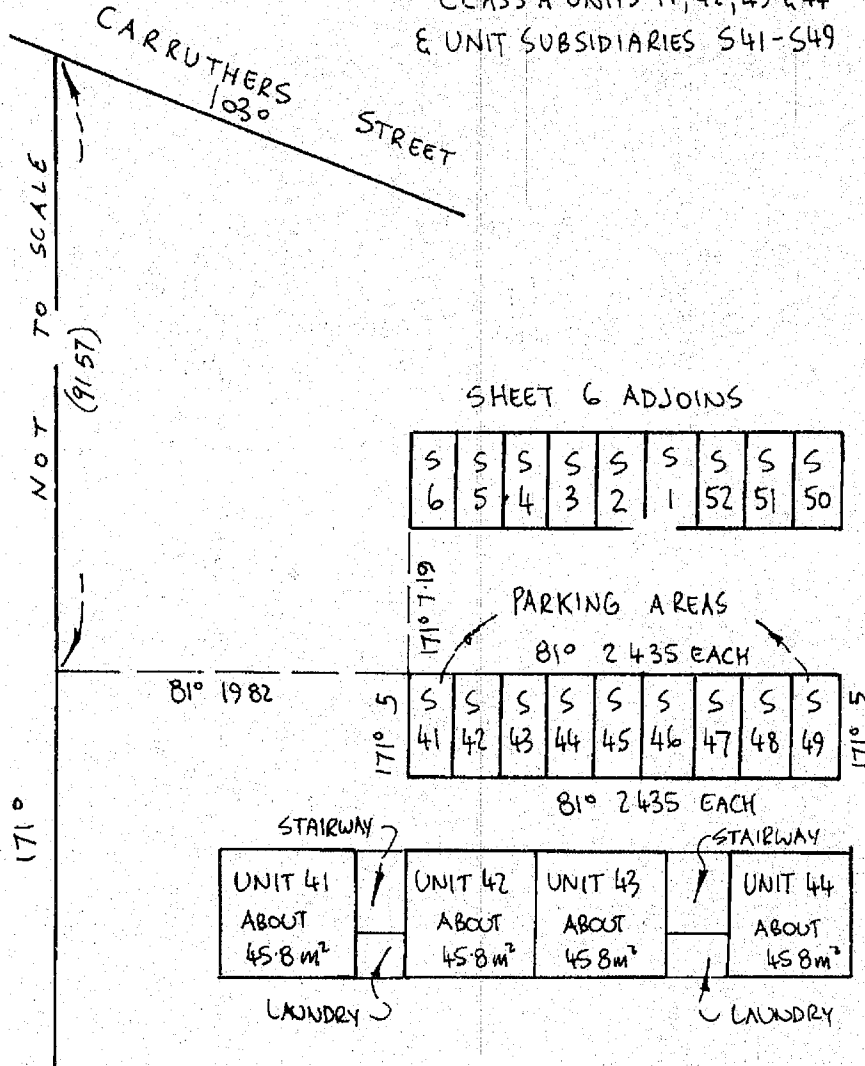
# UNITS PLAN No. 343

Block 3 Section 63 Division of CURTIN

## FLOOR PLAN

- (1) GROUND  
CLASS A UNITS 41, 42, 43 & 44  
& UNIT SUBSIDIARIES S41-S49

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

Applicant

Minister of State for the Capital Territory  
Territories & Local Government



FORM 3

Real Property (Unit Titles) Ordinance 1970

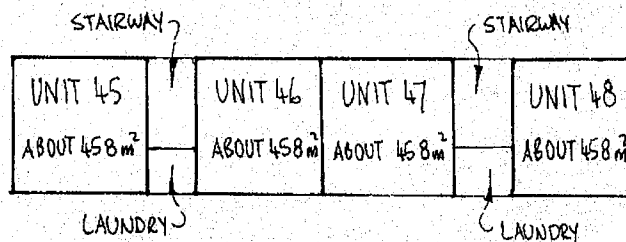
# UNITS PLAN No. 343

Block.. 3 ....., Section.. 63 ....., Division of ....., CURTIN .....

## FLOOR PLAN

(1) Number of floor

(1) FIRST  
CLASS A UNITS 45, 46, 47 & 48



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

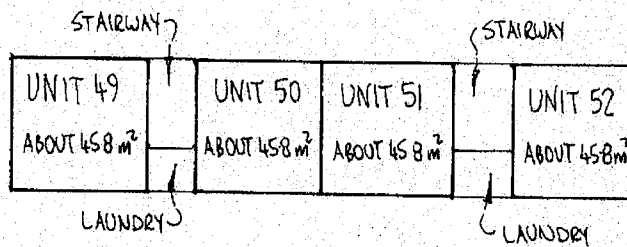
# UNITS PLAN No. 343

Block. 3, Section 63, Division of. CURTIN

## FLOOR PLAN

(1) Number of floor

(1) SECOND  
CLASS A UNITS 49, 50, 51 & 52



0 5 10 20 METRES

Scale 1:300

Applicant: *[Signature]*  
Minister of State for the Capital Territory Territories & Local Government: *[Signature]*

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

Block.. 3 ....., Section.. 63 ....., Division of CURTIN .....

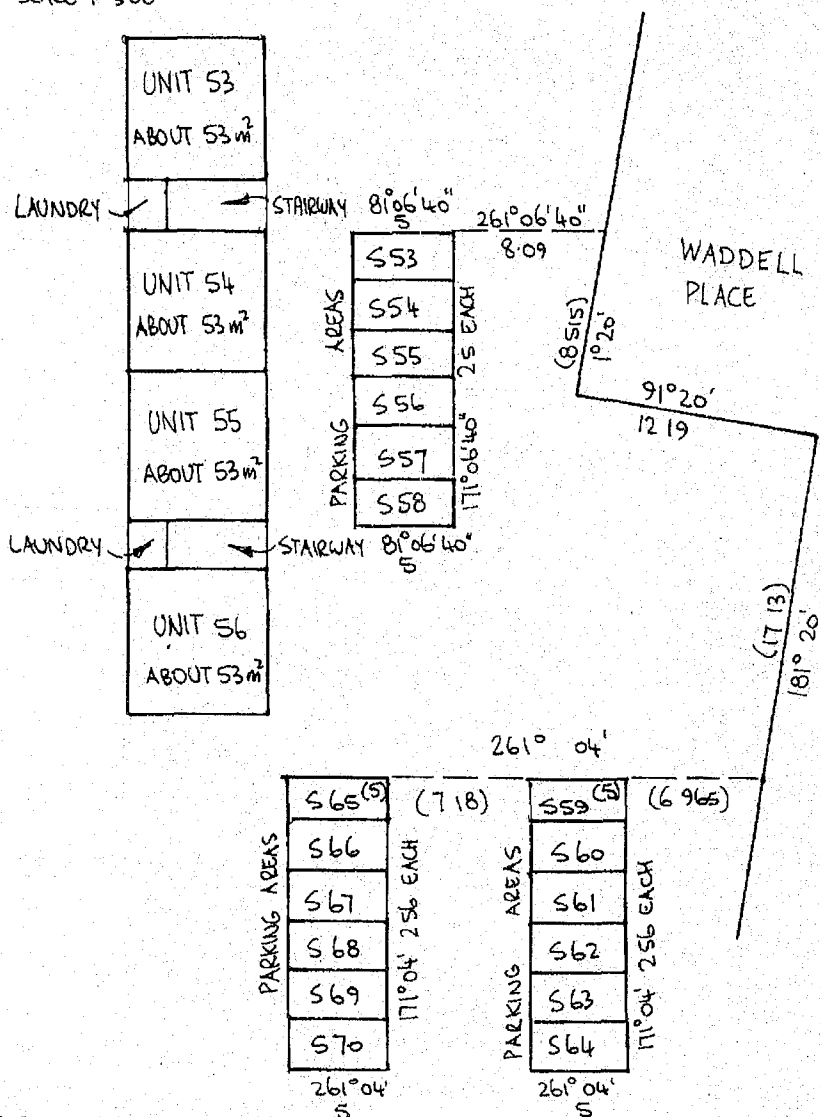
## FLOOR PLAN

(1) GROUND  
CLASS A UNITS 53, 54, 55 & 56  
& UNIT SUBSIDIARIES 53-64

(1) Number of floor

0 5 10 20 METRES

SCALE 1:300



SHEET 20 ADJONIS

Applicant

Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

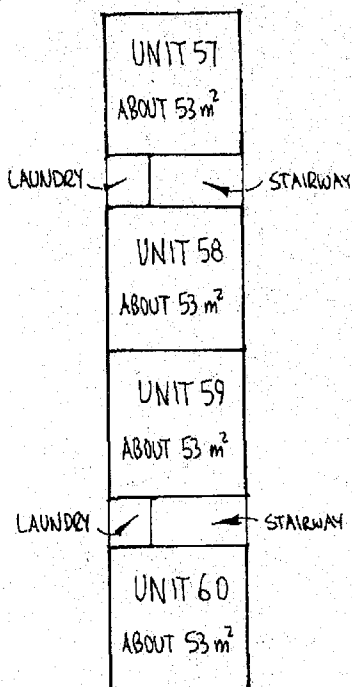
# UNITS PLAN No. 343

Block, 3, Section, 63, Division of, CURTIN

## FLOOR PLAN

(1) FIRST  
CLASS A UNITS 57, 58, 59 & 60

(1) Number of floor



Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 343

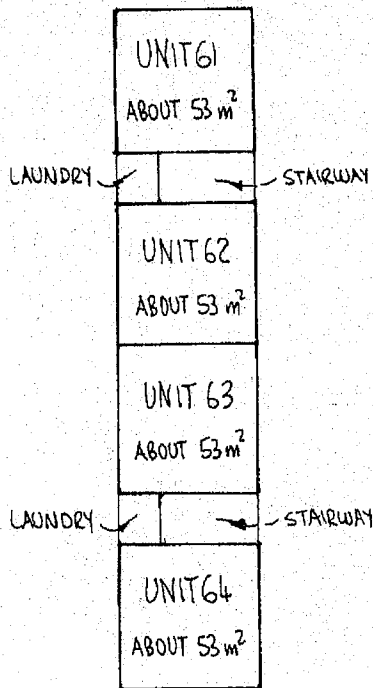
Block. 3 Section. 63 Division of CURTIN

## FLOOR PLAN

(1) SECOND

CLASS A UNITS 61, 62, 63 & 64

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

*Real Property (Unit Titles) Ordinance 1970*

**UNITS PLAN No. 343**

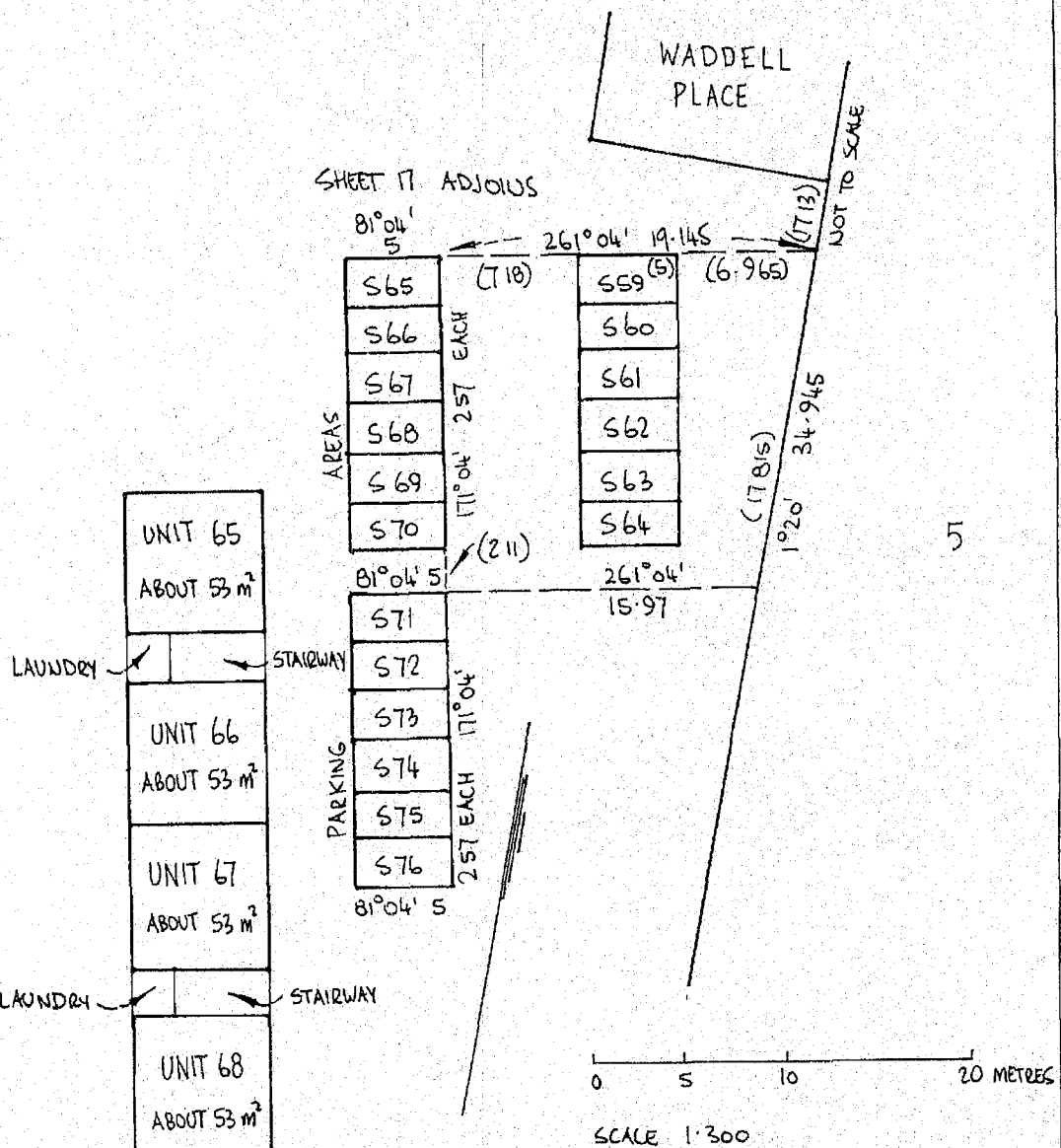
Block. . . . . 3 . . . . . Section. 63 . . . . . Division of. . . . . CURTIN

# FLOOR PLAN

(1) . . . GROUND

(1) Number of floor

CLASS A UNITS 65, 66, 67 & 68  
 & UNIT SUBSIDIARIES 65-76



**Applicant**

Minister of State for the Capital Territory  
Territories & Local Government



FORM 3

Real Property (Unit Titles) Ordinance 1970

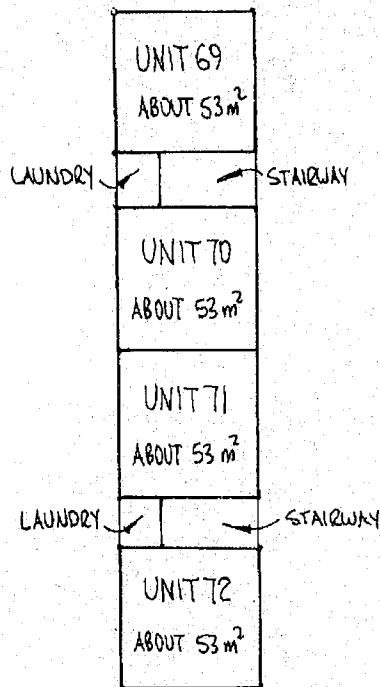
# UNITS PLAN No. 343

Block..... 3 ..... Section..... 63 ..... Division of..... CURTIN .....

## FLOOR PLAN

(1)... FIRST .....  
CLASS A UNITS 69,70,71 & 72

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

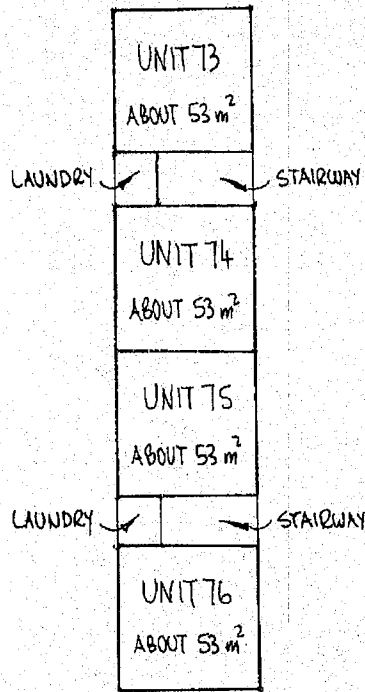
# UNITS PLAN No. 343

Block ... 3 ... Section ... 63 ... Division of ... CURTIN

## FLOOR PLAN

(1) SECOND  
CLASS A UNITS 73, 74, 75 & 76

(1) Number of floor



0 5 10 20 METRES

Scale 1:300

*[Signature]*  
Applicant

*[Signature]*  
Minister of State for the Capital Territory  
Territories & Local Government

FORM 4

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO 343

Block 3 Section 63 Division of Curtin

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 fourth day of May Two thousand and sixty five.
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. 1-76 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

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*[Handwritten signature]*

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

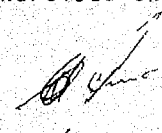
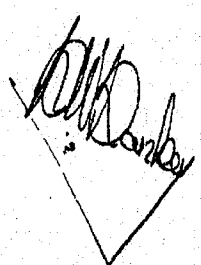
the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (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 -

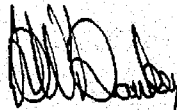
- (i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of 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. 1-76 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 3 Section 63 Division of Curtin on Deposited Plan Number 1626 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than seventy six residential units in total containing a maximum gross floor area of fifty thousand square feet (exclusive of outbuildings).

DATED the twenty fifth

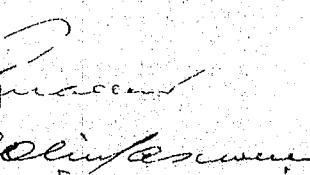
day of October

1984



STUART WILLIAM SANKEY  
Delegate of the Minister of State  
for Territories and Local Government

Applicant



FORM 5

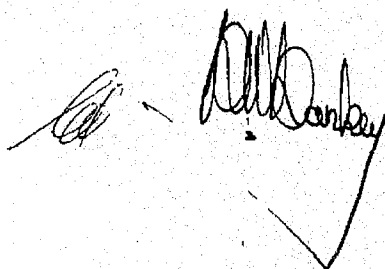
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 343

Block 3 Section 63 Division of Curtin

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 fourth day of May Two thousand and sixty five.
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. 343 (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 and all other improvements on 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 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

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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. 343 acknowledge that the building or buildings erected on the parcel of land defined as Block 3 Section 63 Division of Curtin on Deposited Plan Number 1626 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than seventy six residential units in total containing a maximum gross floor area of fifty thousand square feet (exclusive of outbuildings).

DATED the

twenty fifth

day of

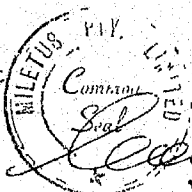
October

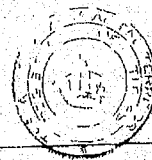
1984

STUART WILLIAM SANKEY;

Delegate of the Minister of State  
for Territories and Local Government

Applicant

  
MILETUS P.V. LTD  
Commonwealth of Australia  
Seal



P. MAHADEVA Deputy  
Registrar of Titles

No 523144 - the Registrar of Titles  
Unit No 343 - the Registrar of Titles  
address is to be changed to P.O Box  
1933 CANBERRA CITY ACT 2601

Entered 19<sup>th</sup> November 1985 at 10<sup>00</sup> o'clock in  
the forenoon  
L. COLVILL Deputy  
Registrar of Titles

No 645102 Certified copy of a special  
Resolution altering the articles of the  
corporation having been produced such  
special resolution is hereby registered

Entered 16<sup>th</sup> February 1989 at 10<sup>00</sup> o'clock in  
the forenoon



Benkinson  
Deputy  
Registrar of Titles

No 672610 The Proprietors of Units  
Plan No 343 have changed their  
address for service of Documents to CL 105

DUNSTAN STREET CURTIN ACT 2605

Entered 2<sup>nd</sup> November 1989 at 10<sup>00</sup> o'clock in  
the forenoon



VIVEKANANDA Deputy  
Registrar of Titles



NOTE—This form may be used for miscellaneous applications for which no form is prescribed by the Real Property Ordinance (e.g., applications to enter marriage of female proprietor, to correct the register, for a provisional Certificate of Title, etc.)  
This form should not be used in any case where a form is prescribed by the Real Property Ordinance, and is obtainable from the Land Titles Office.)

LAND TITLES  
OFFICE  
645102  
39 FEB 10 P12:00  
RECEIVED

APPLICATION TO REGISTER CHANGE OF ARTICLES

To the REGISTRAR OF TITLES,  
CANBERRA, A.C.T.

(1) Here insert  
First name/s and  
Surname in full,  
with residence  
and occupation,  
and proceed to set  
out the matter in  
respect of which  
application is made  
and refer to any  
supporting evidence  
and to any  
Certificate of Title or  
registered instrument  
produced with this  
application.

WE, The Proprietors - Units Plan no. 343  
HEREBY CERTIFY that the following resolution is a true copy of the  
resolution carried by postal ballot immediately following the Annual  
General Meeting on the 20th July 1988:

"That the corporation's Articles be amended to add a new Article:

" Outstanding Levies shall be subject to interest charges  
equivalent to a rate of twenty five (25%) per cent per annum  
or any other interest rate so agreed at a duly constituted  
Annual General Meeting of the Body Corporate Members  
chargeable on a monthly basis and any part thereof, the  
datum for calculating such interest being for postal levies  
as per the postmark and all other levies being the date of  
receipt by the Managing Agent". "

Dated at Canberra in the Australian Capital Territory this  
day of 31. January 1989, and I certify this application to be  
correct for the purpose of the Real Property Ordinance 1925

The Common Seal of THE  
PROPRIETORS UNITS PLAN NO. 343  
was affixed in the presence of  
an authorised person )

*R. M. Ashby, J.P.*  
10 Dunstan Forest  
Queens - 2605  
Canberra.



Dated at \_\_\_\_\_ in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and I certify this application

to be correct for the purpose of the Real Property Ordinance 1925

SIGNED in my presence by the said

who is personally known to me. (1)


(Signed)

(2) The witness must  
be one of the officers  
or persons named in  
Section 173 of the  
Real Property  
Ordinance 1925

R.N. \_\_\_\_\_

645102

Lodged by VRPM ASG.  
(BS)  
Address \_\_\_\_\_

DOCUMENTS LODGED			DOCUMENTS TO BE LODGED		
			Document	By whom	
1. _____	} Receiving Clerk		1. _____		
2. _____		2. _____			
3. _____		3. _____			
4. _____					
PROGRESS RECORD		Initials	Date	REQUISITION	
				To	Particulars
Entered delivery book ..				1. _____	
Fees Checked ..				2. _____	
Register Book noted ..				3. _____	
Examined ..				<p>Unit Plan 100 343 Particulars Entered in Register Book Volume Folio _____ the 16<sup>th</sup> day of February 1969, at ten o'clock in the <u>PM</u> <i>M. M. Jenkins</i> M. M. Jenkins Deputy Registrar of Titles</p> 	
Endorsed ..					
Signed and sealed ..					
Land Index noted ..					
Names index noted ..					
Instrument filed ..					



## 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	43	Block	3	Section	63	Suburb	CURTIN
------	----	-------	---	---------	----	--------	--------

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?	( )	( X )
(N/A ex-Government House) <input type="checkbox"/>		
Certificate Number: N/A		Dated: 03-MAY-68

**Please note: This Certificate of Compliance was issued over the whole Block.**

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 Party 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: 04-SEP-23 15:53:28

Applicant's Name :

Jeffrey Silk

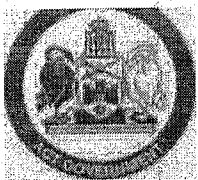
E-mail Address :

jeffsilk11@gmail.com

Client Reference :

Z Dimitrovski

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://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

04-SEP-2023 15:53

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**CURTIN Section 63/Block 3/Unit 43**

**Building Class: A**

**Area(m2):** 13,135.8

**Unimproved Value:** \$11,780,000

**Year:** 2023

**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](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

**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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to:

[https://www.canberraconnect.act.gov.au/app/answers/detail/a\\_id/1564/kw/contaminated](https://www.canberraconnect.act.gov.au/app/answers/detail/a_id/1564/kw/contaminated) . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

**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.





Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

04-SEP-2023 15:53

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

Page 2 of 2

**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](http://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](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 -----



A.C.T. SMS Pty Ltd  
1143, 2 King Street  
Deakin ACT 2600  
PO Box 3208  
Weston ACT 2611

T 02 5131 2600

A.C.T. SMS Pty Ltd Trading as  
A.C.T. Strata Management  
Services  
ABN 39 634 756 031

A Whittles Group Company

01/09/23

JEFFREY SILK BARRISTER & SOLICITOR  
PO BOX 5037  
BRADDON, ACT, 2612

Dear Sir/Madam

RE: Units Plan 343  
3 WADDELL PLACE, CURTIN  
Lot: 00043  
OWNER: Z Dimitrovski

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 as requested. We suggest you ensure if levies are outstanding, that you calculate the interest up to the date of the proposed payment of the outstanding levies to ensure that no amounts are left outstanding.

We are unable to provide verbal updates of the certificate after it is issued; therefore if there is substantial time between the issue of the certificate and settlement, we recommend that you order another certificate. Would you please ensure that on settlement the following takes place:

1. Notification of transfer of ownership
2. **Correct address for services of notices for new owner.**

Yours faithfully

Matthew Lane  
Strata Manager  
ACT Strata Management Services

*Unit Titles (Management) Certificate Determination 2012***SECTION 119 CERTIFICATE***Unit Titles (Management) Act 2011*

Date of Certificate 01/09/2023  
 Units Plan in respect of which certificate issue: 0000000343  
 Unit in respect of which certificate issued: Lot:00043

Person requesting certificate: (owner/mortgagee/ covenant  
 chargee/authorised person)

Jeffrey Silk Barrister &  
 Solicitor  
 PO BOX 5037 ,  
 BRADDON

If authorised person, authorised by: (owner)

Z Dimitrovski

The Owners Corporation of Units Plan 343 certifies the following with respect to the unit the subject of this Certificate:

**1. Executive Committee**

The Executive Committee's name and addresses are:

Member	Rogtan Nominees Pty Limited ATF Leerog Superannuation Fund	ROGTAN NOMINEES PTY LIMITED ATF LEEROG SUPERANNUATION FUND 1507/19 MARCUS CLARKE STREET CANBERRA ACT 2601
Member	Paul Albert Marie Jacques & Felicity Margaret Jevardat De Fombelle	P A M J & F M JEVAR DAT DE FOMBELLE 7 SLADEN PLACE CURTIN ACT 2605
Member	Mr & Mrs R J Wyeth	MR & MRS R J WYETH 43 MOYNIHAN STREET EVATT ACT 2617
Member	Wilrok Investments Pty Ltd	WILROK INVESTMENTS PTY LTD PO BOX 9124 DEAKIN ACT 2600
Member	T M Lees	T M LEES 1/20 OLIVER STREET LYNEHAM ACT 2602

**2. Managing Agent (if any)**

Name of Managing Agent (if any) appointed:

ACT Strata Management  
 Services  
 PO Box 3208  
 Weston ACT 2611

2.1 Has the developer control period expired? YES  
 2.2 Has the Corporation borrowed money (details if applicable)? NO  
 2.3 Has the Corporation installed any sustainability infrastructure? NO  
 2.4 Has the Corporation applied to the Planning and Land Authority for an extension of the Crown Lease? NO

### 3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:

Unit 43, 2nd Floor,  
2 King Street  
DEAKIN ACT 2600

### 4. Insurance

Refer to the attached Certificate of Currency / Certificate of Insurance.

- 4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) YES
- 4.2 Copy of Insurance Valuation attached YES

### 5. Reports & Contracts

- 5.1 Copy attached of current Sinking Fund Forecast YES
- 5.2 Current Service Contracts ACT Strata Management Services Expiry 29/08/25

### 6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$1,612.00	Number of instalments/year	4	Period	01/11/23 - 31/10/24
----------------------------	------------	----------------------------	---	--------	---------------------

	Amount	Due Date	Date Paid
01/11/23 to 31/01/24	\$403.00	15/11/23	-
01/02/24 to 30/04/24	\$403.00	15/02/24	-
01/05/24 to 31/07/24	\$403.00	15/05/24	-
01/08/24 to 31/10/24	\$403.00	15/08/24	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$5,368.00	Number of instalments/year	4	Period	01/11/23 - 31/10/24
----------------------------	------------	----------------------------	---	--------	---------------------

	Amount	Due Date	Date Paid
01/11/23 to 31/01/24	\$1,342.00	15/11/23	-
01/02/24 to 30/04/24	\$1,342.00	15/02/24	-
01/05/24 to 31/07/24	\$1,342.00	15/05/24	-
01/08/24 to 31/10/24	\$1,342.00	15/08/24	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

## 7. Balance of funds for the owners corporation

Administrative Fund \$69,519.33CR

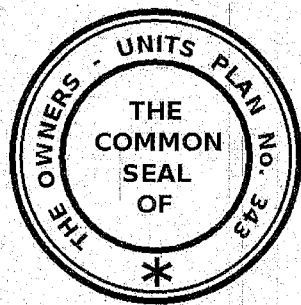
Sinking Fund \$303,717.93CR

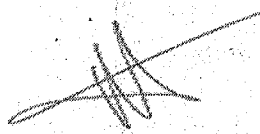
### The common seal of the Owners

Units Plan 343

Was hereunto affixed on 01/09/2023

in the presence of ACT Strata Management Services Pty Ltd



  
Matthew Lane  
Strata Manager

**PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED**

TO: ACT Strata Management Services  
PO Box 3208, Weston, ACT 2611  
email to - admin@actstrata.com.au

**SETTLEMENT DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**PURCHASERS NAME(S):**(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
Surname

\_\_\_\_\_  
Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

**TELEPHONE NUMBERS:**

HOME: \_\_\_\_\_

WORK: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED:**

**ACCOUNTS TO BE FORWARDED:**

Solicitor/Agent:

Jeffrey Silk Barrister & Solicitor  
PO BOX 5037 , BRADDON

Units Plan 343  
3 WADDELL PLACE, CURTIN  
Lot: 00043  
OWNER: Z Dimitrovski



# TAX INVOICE

01/09/2023

ACT Strata Management Services Pty Ltd  
ABN 39 634 756 031  
PO Box 3208  
WESTON ACT 2611

Jeffrey Silk Barrister & Solicitor  
PO BOX 5037  
BRADDON ACT 2612

## DESCRIPTION:

Searching and completing document for  
provisions of  
Section 119 of the *Units Plan (Management)*  
*Act 2011*, Lot : 00043 at  
3 WADDELL PLACE, CURTIN

Units Plan 343

**FEE:** As prescribed \$290.90 PAID  
Plus 10% GST \$29.09 PAID

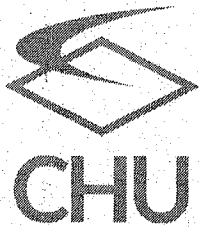
**TOTAL DUE:** \$320.00 PAID

**OWNER:** Z Dimitrovski

## EFT Payment:

ACT Strata Management Services Pty Ltd  
BSB - 185 300  
A/C - 304517394  
EFT Reference: Lot 43 Plan 343  
Email remittance to: admin@actstrata.com.au

With Compliments



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	46611
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	23/11/2022 to 15/11/2023 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.343
<b>Situation</b>	3 WADDELL PLACE CURTIN ACT 2605

---

#### Policies Selected

##### Policy 1 – Insured Property

Building: \$16,496,470

Common Area Contents: \$164,965

Loss of Rent & Temporary Accommodation (total payable): \$2,474,470

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Workers Compensation

Selected

##### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

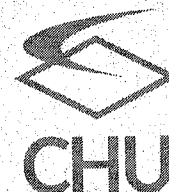
##### Policy 7 – Machinery Breakdown

Not Selected

##### Policy 8 – Catastrophe Insurance

Not Selected

##### Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

07/11/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



## Unit Titles (Management) Act 2011- Form 1

### NOTICE OF REDUCED QUORUM DECISIONS

#### Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No 343

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 28.8.23

Tick applicable box, or both boxes if applicable:

☒ Regularly Convened ☐ Convened after

The general meeting was regularly adjournment

convened (not following any The general meeting was convened

adjournment under UTMA s3.9(3) following an adjournment or

or (6) (a), part 3.1, schedule 3). Adjournments (under UTMA

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

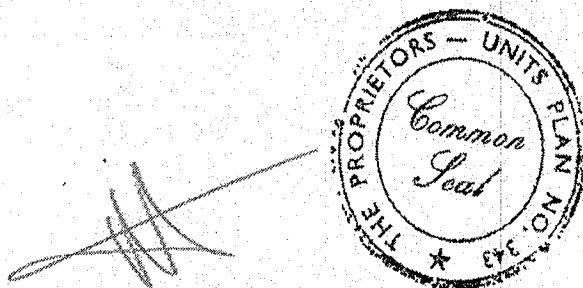
A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
28.8.23	See attached Minutes

A4 Owners corporation declaration

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



Date: 29.8.23



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B** **General Information**

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

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

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

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

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

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

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

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

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

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



## Minutes of the Annual General Meeting

Owners Corporation for THE OWNER'S UNIT PLAN NO 343 Unit Plan No 343

<b>Meeting Date</b>	28 Aug 2023		
<b>Meeting Location</b>	ACT Strata Management Services, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600 via Webex Personal Room meeting.		
<b>Time</b>	06:00 PM	Opened: 06:00 PM	Closed: 07:40 PM
<b>Lots Represented</b>	00019 P L Binks. 00020 R Lee 00023 P A M J Jevardat De Fombelle 00029 L Taylor-Bonham 00030 Mr & Mrs R J Wyeth 00051 Andre Denize		
<b>By Proxy</b>	Nil.		
<b>By Absentee</b>	00005 Katrina anna Edwards 00013 Paul and Jennifer Fothergill 00022 David Jones 00028 Elisabeth Hawkins 00039 Smee Natasha Dun Cross 00041 David Worboys 00052 Alastair & Karen Cooper 00055 Julian Grey		
<b>Chairperson</b>	P A M J Jevardat De Fombelle.		
<b>Additional Attendees</b>	Matthew Oliver - BOSS Project Group  Matthew Lane - ACT Strata Management Services.		
<b>Apologies</b>	Ms Lees.		



<b>WINDOW PROJECT UPDATE</b>		
<p>Matthew Oliver from Boss Project Group attended the meeting and gave owners an overview of the current window project and the work that has been performed in the past.</p> <p>Matthew Oliver explained and discussed the below to all owners:</p> <ul style="list-style-type: none"><li>• The cost for the next block (block E) is the same as last year.</li><li>• There is a proposal to complete two blocks at one time however the cost does nearly double. Completing two blocks at one time would save \$30 000.</li><li>• The internal work and repair of the units is the lengthy process.</li><li>• An 8-week lead time is required for a start time for the window instal.</li></ul> <p>Matthew Oliver then left the meeting.</p>		

<b>Item 1</b>		
<b>Declaration of Interest (Advice)</b>		
<p>All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. ACT Strata Management Services refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.</p> <p>Owners noted that they have no direct or indirect pecuniary interest in any matter being considered by the meeting.</p>		

<b>Motion 2</b>				
<b>Alternate Voting Methods</b>		<b>Ordinary Resolution</b>		
That the Owners Corporation adopt electronic voting methods for this and all future General Meetings and Executive Committee Meetings, in accordance with Section 10 of the Unit Titles (Management) Regulation 2011. Voting methods include but are not limited to teleconference, video conference, email and other electronic means including online pre-voting.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 14	No: 0	Abs: 0	Inv: 0





Motion 3				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 19/9/22 be confirmed.				
Motion CARRIED.				
VOTES	Yes: 12	No: 0	Abs: 2	Inv: 0

Motion 4				
Financial Statement		Ordinary Resolution		
That the Audited financial statement for the period 1/7/22 to 30/06/23 be accepted.				
Motion CARRIED.				
VOTES	Yes : 13	No: 0	Abs: 1	Inv: 0

Item 5		
Management Agreement		
<p>The current agreement in place with ACT Strata Management Services expires 28/08/25.</p> <p>A copy of the agreement is available for viewing at <a href="http://www.actstrata.com.au">www.actstrata.com.au</a> through your owner portal.</p> <p>If owners are unable to log onto the portal, then they can contact ACT Strata Management Services via email <a href="mailto:admin@actstrata.com.au">admin@actstrata.com.au</a></p>		



Motion 6				
Insurance Renewal		Ordinary Resolution		
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 5% upon renewal.				
Motion CARRIED.				
VOTES		Yes : 13	No: 0	Abs: 1 Inv: 0

Motion 7				
Fire Safety Review		Ordinary Resolution		
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes : 14	No: 0	Abs: 0	Inv: 0

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.				
Motion CARRIED.				
VOTES	Yes : 14	No: 0	Abs: 0	Inv: 0



Motion 9				
Administration Fund Expenditure Budget		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$123,620.00+ GST be accepted.				
Motion CARRIED.				
VOTES	Yes : 14	No: 0	Abs: 0	Inv: 0

Motion 10				
Sinking Fund Expenditure Budget		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$400,000.00+ GST be accepted.				
Motion CARRIED.				
VOTES	Yes : 13	No: 0	Abs: 1	Inv: 0

Motion 11				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$120,000.00+ GST for the period 1/11/23 to 31/10/24 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid quarterly in advance. This is no change from the previous levies.				
Levy due dates 15.11.23 15.2.24 15.5.24 15.8.24				
Motion CARRIED.				
VOTES	Yes : 14	No: 0	Abs: 0	Inv: 0



Motion 12 Amended				
Sinking Fund Levy		Ordinary Resolution		
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$400,000.00+ GST for the period 1/11/23 to 31/10/24 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid quarterly in advance. This is no change from the previous levies.</p> <p>Levy due dates 15.11.23 15.2.24 15.5.24 15.8.24</p>				
Motion CARRIED.				
VOTES	Yes : 12	No: 0	Abs: 2	Inv: 0

Motion 13				
Financial Audit		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, an audit be completed at the end of the financial year.				
The Unit Titles (Management) Act 2011 requires all Owners Corporation's with 100 + Units or with annual with an annual budget exceeding \$250,000 to obtain a financial audit.				
Motion CARRIED.				
VOTES	Yes : 13	No: 0	Abs: 1	Inv: 0



Motion 14				
Installation of Ceiling Insulation - Minimum energy efficiency standards for rental homes		Ordinary Resolution		
<p>Resolved that, in accordance with the provisions of the Unit Titles (Management) Act, all top floor owners are granted approval to install insulation to the ceiling space directly above their unit.</p> <p>Approval is granted subject to:</p> <ul style="list-style-type: none"><li>• Completion of the electrical safety check report, as required by the ACT Government. If any work is required to be undertaken because of the safety check, a copy of the Electrical Safety Certificate and invoices as evidence that the safety check has been completed along with any other necessary work must be forwarded to the Manager within 7 days of the date of installation.</li><li>• That the installation notification form is completed in full and returned to the Manager no later than 7 days after the date of installation.</li><li>• All planning and works are to be in accordance with any requirements of any applicable Territory Law.</li><li>• All work to be carried out by appropriately licensed and qualified tradespeople and contractors.</li><li>• Worksite to be left in its pre-works condition (i.e., neat, tidy, and clean) on completion of works.</li><li>• Any damage/disturbance to Common Property to be rectified back to its prior condition by the owner completing the install and at their expense.</li><li>• All costs associated with the planning, installation, works, and future maintenance are to be borne by the Owners completing the install.</li></ul> <p>Any queries to be directed to the ACT Government on (02) 6205 0157.</p>				
Motion CARRIED.				
VOTES	Yes : 14	No: 0	Abs: 0	Inv: 0



Motion 15				
Debt Recovery		Ordinary Resolution		
<p>In accordance with the Unit Titles (Management) Act 2011, ACT Strata Management Services is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p>				
Motion CARRIED.				
VOTES	Yes : 13	No: 1	Abs: 0	Inv: 0

Item 16		
Adequacy of Authorisations, Delegations & Appointments		
<p>That the owners consider the adequacy of the authorisations, delegations and appointments currently in place.</p> <p>Owners noted the adequacy of the authorisations, delegations and appointments currently in place</p>		



## Item 17

### General Information

**Exhaust Fan installation Guidelines:** The meeting had a lengthy discussion about exhaust fans and the need for units to have them installed due to condensation building up in the units due to the new windows being installed and there being no ventilation or air shift in the unit.

The meeting agreed that The Manager will source a quote from a builder for the install of an exhaust fan for each unit, this quote will be put to the consideration of owners at a General Meeting.

The meeting also disused the incoming Executive Committee would work on this as a priority for the consideration of owners.

The Executive Committee will draft house rule amendments which will allow for a uniformed install approach to exhaust fans at the complex.

**Whirly birds:** The meeting discussed the possibility of installing whirly birds on the roof of the buildings. The Manager is to obtain quotes for this install.

**Window install options:** The meeting had a lengthy discussion about the possibility of competing two blocks of windows at the same time, the consensus of owners at the meeting was that the cost of completing two windows at the same time would be far too expensive.

As there was a number of owners not present at the Annual General Meeting The Manager is to issue correspondence to all owners via email to ascertain feedback form a wider group of owners as to their preference to the window install options.

The result of this feedback will be taken to a general meeting to further discuss.

## Election of Committee

### Election of Ordinary Member

David Worboys, Ms Lees, Mr R J Wyeth, P A M J Jevardat De Fombelle and R Lee have been elected onto the Executive Committee for the year.



## BUDGET

THE OWNERS UNIT PLAN NO 343  
3 WADDELL PLACE, CURTIN

Year ending June 2024

### ADMINISTRATION FUND

	Jul-Sept 23	Oct-Dec 23	Jan-Mar 24	Apr-Jun 24	Annual Total
<b>INCOME</b>					
Contributions	30,000.00	30,000.00	30,000.00	30,000.00	\$120,000.00
Arrears	2,658.86	0.00	0.00	0.00	\$2,658.86
Advances	-3,354.24	-0.00	-0.00	-0.00	-\$3,354.24
<b>Total</b>	<b>29,304.62</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>\$119,304.62</b>
<b>EXPENDITURE</b>					
Auditor fee	375.00	375.00	375.00	375.00	\$1,500.00
Cleaning	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Common property	1,010.00	1,010.00	1,010.00	1,010.00	\$4,040.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Fire systems	625.00	625.00	625.00	625.00	\$2,500.00
Grounds	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Gutters & downpipes - Cleaning	750.00	750.00	750.00	750.00	\$3,000.00
Insurance - Renewal	6,500.00	6,500.00	6,500.00	6,500.00	\$26,000.00
Management - Additional services fee	250.00	250.00	250.00	250.00	\$1,000.00
Management - Agreed Services	6,270.00	6,270.00	6,270.00	6,270.00	\$25,080.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Rubbish	1,125.00	1,125.00	1,125.00	1,125.00	\$4,500.00
Taxation - BAS Return	1,000.00	0.00	0.00	0.00	\$1,000.00
Utilities - Electricity	875.00	875.00	875.00	875.00	\$3,500.00
Utilities - Water	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
<b>Total</b>	<b>31,655.00</b>	<b>30,655.00</b>	<b>30,655.00</b>	<b>30,655.00</b>	<b>\$123,620.00</b>

### SINKING FUND

	Jul-Sept 23	Oct-Dec 23	Jan-Mar 24	Apr-Jun 24	Annual Total
<b>INCOME</b>					
Contributions	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
Arrears	7,610.44	0.00	0.00	0.00	\$7,610.44
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>107,610.44</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>\$407,610.44</b>
<b>EXPENDITURE</b>					
Common property - Windows & doors	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
<b>Total</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>\$400,000.00</b>

## CASH FLOW SUMMARY

	Jul-Sept 23	Oct-Dec 23	Jan-Mar 24	Apr-Jun 24	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	54,243.92	51,893.54	51,238.54	50,583.54	\$54,243.92
Add: Contributions	30,000.00	30,000.00	30,000.00	30,000.00	\$120,000.00
Add: Arrears	2,658.86	0.00	0.00	0.00	\$2,658.86
Minus: Advances	3,354.24	0.00	0.00	0.00	\$3,354.24
Minus: Expenditures	31,655.00	30,655.00	30,655.00	30,655.00	\$123,620.00
CLOSING BALANCE	51,893.54	51,238.54	50,583.54	49,928.54	\$49,928.54
<b><u>SINKING FUND</u></b>					
Opening Balance	220,166.22	227,776.66	227,776.66	227,776.66	\$220,166.22
Add: Contributions	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
Add: Arrears	7,610.44	0.00	0.00	0.00	\$7,610.44
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
CLOSING BALANCE	227,776.66	227,776.66	227,776.66	227,776.66	\$227,776.66

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
Number of Lots              76

Lot Number	— Effective from 01/11/23 —		— Effective from 01/11/23 —	
	UE ADMIN Fund	ADMIN Fund (incl. GST)	UE SINKING Fund	SINKING Fund (incl. GST)
27, 28, 29, 30, 35, 36, 37, 38	80 240.00	\$264	80 800.00	\$880
25, 26, 31, 32, 33, 34, 39, 40	117 351.00	\$386	117 1,170.00	\$1,287
41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52	122 366.00	\$403	122 1,220.00	\$1,342
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76	140 420.00	\$462	140 1,400.00	\$1,540
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	160 480.00	\$528	160 1,600.00	\$1,760
<b>QUARTERLY TOTAL</b>	<b>\$30,000.00</b>	<b>\$33,004.00</b>	<b>\$100,000.00</b>	<b>\$110,000.00</b>

Levy due dates 15.11.23 15.2.24 15.5.24 15.8.24



## Unit Titles (Management) Act 2011- Form 1

### NOTICE OF REDUCED QUORUM DECISIONS

#### Part A

#### Details of reduced quorum decisions

A1 The Owners-Units Plan No 343

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 19.9.22

Tick applicable box, or both boxes if applicable:



Regularly Convened



Convened after

The general meeting was regularly adjournment

convened (not following any

The general meeting was convened

adjournment under UTMA s3.9(3)

following an adjournment or

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

Adjournments (under UTMA

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

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
19.9.22	See attached Minutes

A4 Owners corporation declaration

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



Date: 21.9.22



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

NOTICE OF REDUCED QUORUM DECISIONS

**Part B General Information**

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

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

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

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

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

*Reduced quorum decisions-adjournment following quorum trouble*

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

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

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

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

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

The petition must-

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

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

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

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

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



## Minutes of the Annual General Meeting

Owners Corporation for Strata Unit Plan No 343

<b>Meeting Date</b>	19 Sep 2022		
<b>Meeting Location</b>	Webex Online Personal Meeting Room, VMR (Virtual Meeting Room) Dial 028285 9983 Guest Pin 8991# & In Person at ACT Strata Management Services, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600		
<b>Time</b>	06:30 PM	Opened: 06:30 PM	Closed: 07:45 PM
<b>Lots Represented</b>	00005 K Edwards 00008 S Sanz-Sanchez 00012 C Elliott 00019 P L Binks 00020 Rogtan Nominees Pty Limited ATF Leerog Superannuation Fund 00025 K J Kennedy 00030 Mr & Mrs R J Wyeth 00041 Wilrok Investments Pty Ltd 00045 J Smith 00063 R S Muir 00070 T M Lees		
<b>By Proxy</b>	Nil.		
<b>Absentee Vote</b>	00001 ACT Housing 00013 P & J Fothergill 00028 E A Hawkins 00039 S N Dunn Cross 00067 ACT Housing 00069 ACT Housing		
<b>Chairperson</b>	R S Muir		
<b>Additional Attendees</b>	L Elliot - Observer  Matthew - Lane act Strata Management Services.		
<b>Apologies</b>	Nil.		



Motion 1				
Alternate Voting Methods		Ordinary Resolution		
That the Owners Corporation adopt electronic voting methods for all future General Meetings and Executive Committee Meetings, in accordance with Section 10 of the Unit Titles (Management) Regulation 2011. Voting methods include but are not limited to teleconference, videoconference, email, and other electronic means including online pre-voting.				
Motion CARRIED.				
VOTES	Yes : 16	No: 0	Abs: 1	Inv: 0

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 13/9/21 be confirmed.				
Motion CARRIED.				
VOTES	Yes : 16	No: 0	Abs: 1	Inv: 0

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/7/21 to 30/6/22 is adopted.				
Motion CARRIED.				
VOTES	Yes : 16	No: 0	Abs: 1	Inv: 0



Motion 4				
Management Agreement		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint A.C.T. Strata Management Services as per the attached Management Agreement.				
Motion CARRIED.				
VOTES		Yes : 15	No: 0	Abs: 2 Inv: 0

Motion 5				
Insurance		Ordinary Resolution		
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 3% upon renewal.				
Motion CARRIED.				
VOTES		Yes : 16	No: 1	Abs: 0 Inv: 0

Motion 6				
Fire Safety Review		Ordinary Resolution		
That the owner's corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is in line with the relevant regulations.				
Motion CARRIED.				
VOTES		Yes : 15	No: 0	Abs: 2 Inv: 0





Motion 7				
Sinking Fund Forecast- Review		Ordinary Resolution		
That the Sinking Fund Forecast as prepared by QIA group Pty Ltd dated 29/10/15 be reviewed in accordance with the Unit Titles (Management) Act 2011.				
It was noted that after the window replacement program is completed there will be a need a for a new Sinking Fund Forecast Report.				
Motion CARRIED.				
VOTES	Yes : 16	No: 0	Abs: 1	Inv: 0

<b>Motion 8</b>				
<b>Maintenance Schedule/Plan</b>		<b>Ordinary Resolution</b>		
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance as deemed necessary.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>		Yes : 16	No: 0	Abs: 1 Inv: 0

Motion 9a				
Expenditure - Administration Fund		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed Administration Fund expenditure budget of \$108,276.00 + GST be accepted.				
Motion CARRIED.				
VOTES	Yes : 16	No: 1	Abs: 0	Inv: 0



Motion 9b				
Maintenance Plan	Ordinary Resolution			
<p>That the Owners Corporation authorise the Executive Committee to investigate a maintenance plan for common property storm water and sewer systems at the complex.</p> <p>The Executive Committee have the authority to review and appoint a plumbing contractor to maintain and service the common property storm water and sewer systems at the complex.</p> <p>The Executive Committee is to take action to obtain a number of quotes for the maintenance plans for the common property storm water and sewer systems at the complex.</p>				
Motion CARRIED.				
VOTES	Yes : 11	No: 0	Abs: 6	Inv: 0

Motion 10				
Expenditure-Sinking Fund		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the proposed Sinking Fund expenditure budget of \$400,000.00 + GST be accepted for window replacement.				
Motion CARRIED.				
VOTES		Yes : 16	No: 1	Abs: 0 Inv: 0

Motion 11				
Levies - Administration Fund		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$120,000.00 + GST for the period 1/11/22 to 31/10/23 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid Quarterly in advance.				
Motion CARRIED.				
VOTES	Yes : 16	No: 1	Abs: 0	Inv: 0



Motion 12				
Levies-Sinking Fund		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$400,000.00 + GST for the period 1/11/22 to 31/10/23 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid Quarterly in advance.				
Motion CARRIED.				
VOTES		Yes : 16	No: 1	Abs: 0 Inv: 0

Item 13		
Adequacy of Authorisations		
That the owners consider the adequacy of the authorisations, delegations, and appointments currently in place.  Owners noted the adequacy of the authorisations, delegations and appointments currently in place.		

Motion 14				
Debt Recovery		Ordinary Resolution		
In accordance with Unit Titles (Management) Act 2011, ACT Strata Management Services is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company, to initiate legal proceedings against owners on behalf of Owners Corporation when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.				
Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes : 16	No: 1	Abs: 0	Inv: 0



<b>Election of Committee</b>
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<b>Election of Ordinary Member</b>
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Mr R J Wyeth, Paul de Fombelle,, David Worbys and, Ms M Lees have been elected to the committee.
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<b>Item 16</b>
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<b>General Information</b>		
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General Business Nil.
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## BUDGET

THE OWNERS UNIT PLAN NO 343  
3 WADDELL PLACE, CURTIN

Year ending June 2023

### ADMINISTRATION FUND

	Jul-Sept 22	Oct-Dec 22	Jan-Mar 23	Apr-Jun 23	Annual Total
<b>INCOME</b>					
Contributions	30,000.00	30,000.00	30,000.00	30,000.00	\$120,000.00
Arrears	1,224.18	0.00	0.00	0.00	\$1,224.18
Advances	-3,314.68	-0.00	-0.00	-0.00	-\$3,314.68
<b>Total</b>	<b>27,909.50</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>\$117,909.50</b>
<b>EXPENDITURE</b>					
Auditor fee	375.00	375.00	375.00	375.00	\$1,500.00
Cleaning	1,419.00	1,419.00	1,419.00	1,419.00	\$5,676.00
Common property	1,010.00	1,010.00	1,010.00	1,010.00	\$4,040.00
Fire systems	625.00	625.00	625.00	625.00	\$2,500.00
Grounds	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Insurance - Renewal	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Management - Additional services fee	250.00	250.00	250.00	250.00	\$1,000.00
Management - Agreed services	5,890.00	5,890.00	5,890.00	5,890.00	\$23,560.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Rubbish - Removal	375.00	375.00	375.00	375.00	\$1,500.00
Utilities - Electricity	875.00	875.00	875.00	875.00	\$3,500.00
Utilities - Water	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
<b>Total</b>	<b>27,069.00</b>	<b>27,069.00</b>	<b>27,069.00</b>	<b>27,069.00</b>	<b>\$108,276.00</b>

### SINKING FUND

	Jul-Sept 22	Oct-Dec 22	Jan-Mar 23	Apr-Jun 23	Annual Total
<b>INCOME</b>					
Contributions	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
Arrears	4,771.72	0.00	0.00	0.00	\$4,771.72
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>104,771.72</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>\$404,771.72</b>
<b>EXPENDITURE</b>					
Common property - Windows & doors	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
<b>Total</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>\$400,000.00</b>

## CASH FLOW SUMMARY

	Jul-Sept 22	Oct-Dec 22	Jan-Mar 23	Apr-Jun 23	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	55,088.25	55,928.75	58,859.75	61,790.75	\$55,088.25
Add: Contributions	30,000.00	30,000.00	30,000.00	30,000.00	\$120,000.00
Add: Arrears	1,224.18	0.00	0.00	0.00	\$1,224.18
Minus: Advances	3,314.68	0.00	0.00	0.00	\$3,314.68
Minus: Expenditures	27,069.00	27,069.00	27,069.00	27,069.00	\$108,276.00
CLOSING BALANCE	55,928.75	58,859.75	61,790.75	64,721.75	\$64,721.75
<b><u>SINKING FUND</u></b>					
Opening Balance	164,752.86	169,524.58	169,524.58	169,524.58	\$164,752.86
Add: Contributions	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
Add: Arrears	4,771.72	0.00	0.00	0.00	\$4,771.72
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	100,000.00	100,000.00	100,000.00	100,000.00	\$400,000.00
CLOSING BALANCE	169,524.58	169,524.58	169,524.58	169,524.58	\$169,524.58

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
Number of Lots                76

Lot Number	— Effective from 15/11/22 —		— Effective from 15/11/22 —	
	UE ADMIN Fund	ADMIN Fund (incl. GST)	UE SINKING Fund	SINKING Fund (incl. GST)
27, 28, 29, 30, 35, 36, 37, 38	80 240.00	\$264	80 800.00	\$880
25, 26, 31, 32, 33, 34, 39, 40	117 351.00	\$386	117 1,170.00	\$1,287
41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52	122 366.00	\$403	122 1,220.00	\$1,342
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76	140 420.00	\$462	140 1,400.00	\$1,540
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	160 480.00	\$528	160 1,600.00	\$1,760
<b>QUARTERLY TOTAL</b>	\$30,000.00	<u>\$33,004.00</u>	\$100,000.00	<u>\$110,000.00</u>

Levy Due Dates: 15/11/22, 15/02/23, 15/05/23 & 15/08/23.

UNITS PLAN 343

3 WADDELL PLACE CURTIN 2605

MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE HELD

MONDAY 10 July 2023 AT THE OFFICES OF A.C.T. STRATA MANAGEMENT SERVICES AND VIA WEBEX,

UNIT 43, 2<sup>ND</sup> FLOOR, 2 KING STREET DEAKIN ACT 2600

Present:

Margaret Lees, Ray Wyeth and David Worboys, Paul De Fombelle.

Matthew Lane – ACT SMS.

Chairperson:

Margret Lees.

Apologies:

Nil.

Meeting Open	6:00 PM
Agenda Item	Action/Decision
1. FINANCIAL UPDATE.	Members at the meeting were given a presentation by the Strata Manager on the financial statements. The Manager advised the Members present that a proposed budget for the next Financial year would be provided to members shortly
2. WINDOW PROJECT BLOCK 5.	Mr Oliver from Boss Project Group joined the meeting to discuss the window installation to block 5. Mr Oliver gave the meeting an update on the window replacement and will attend the upcoming Annual General Meeting to discuss the works with all owners.
3. CONCRETE.	Mr Oliver apologised to the meeting for the concrete work not being completed. This concrete work will be completed as soon as possible. Mr Oliver from Boss Project Group left the meeting.
4. UNIT 69.	The owner of Unit 69 joined the meeting to discuss the prior decisions made at previous Executive Committee meetings in relation to the replacement of their unit's front door and the exhaust fan.



	<p>The owner of Unit 69 was over speaking whenever comments or suggestions were made by others present, disruptive and objectionable and did not want to participate proactively in the meeting.</p> <p>The owner of unit 69 then left the meeting.</p>
5. PROPOSED DATE ANNUAL GENERAL MEETING.	The Meeting discussed a date for the Annual General Meeting and agreed to have the Annual General Meeting on the 28 of August 2023 at 6 PM.
6. COMPOST BIN.	The Manager advised that the compost bin in the common property clothesline area had not been removed and a contractor would be removing this in the coming days.
7. GENERAL BUSINESS.	<b>JML PLUMBING QUOTE:</b> The Manager advised he will follow up JML plumbing for a quote to install drainage under block 2.
8. DATE OF NEXT MEETING	TBC
9. MEETING CLOSED.	7:30 PM

**UNITS PLAN 343 - 3 WADDELL PLACE CURTIN 2605**  
**MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE HELD**  
**MONDAY 24<sup>th</sup> July 2023 AT THE OFFICES OF A.C.T. STRATA MANAGEMENT SERVICES**  
**UNIT 43, 2<sup>nd</sup> FLOOR, 2 KING STREET DEAKIN ACT 2600 AND VIA WEBEX**

**Present:** Margaret Lees, Ray Wyeth and David Worboys, Paul De Fombelle.

Matthew Lane – ACT SMS.

**Chairperson:** Margret Lees.

**Apologies:** Nil.

Meeting Open		8:00 PM
<b>Agenda Item</b>		<b>Action/Decision</b>
1. MINUTES OF PREVIOUS EXECUTIVE COMMITTEE MEETING	The owners of Unit 69 have provided to the Manager correspondence in relation to the previous Executive Committee Meeting.	
	This Correspondence was received via email on the 18 <sup>th</sup> July 2023.	
	The meeting acknowledges the concerns raised with not recording both owners being present at the meeting and will amend the minutes accordingly.	
2. ANNUAL GENERAL MEETING	<p>The meeting discussed the Draft Annual General Meeting notice which was presented to the Executive Committee by The Manager. The below changes are to be made.</p> <ul style="list-style-type: none"> <li>• Date of AGM to be the 28<sup>th</sup> August 2023.</li> <li>• Time of meeting to be 6 PM.</li> <li>• Motion 14 - add a sentence the reads <i>any queries to be directed to the ACT Government on (02) 6205 0157.</i></li> <li>• The Manager is to include a fact sheet with the notice providing background information on Motion 14.</li> <li>• The Sinking Fund Forecast Report is to be removed.</li> </ul>	

	These corrections are to be made and the draft notice is to be issued to the Executive Committee for instruction prior to issuing to owners.
3. UNIT 69 EXHAUST FAN	<p>The meeting discussed the exhaust fan that has been installed by the owners of unit 69.</p> <p>The exhaust fan was discussed at the EC meetings held on the 27<sup>th</sup> March 2023 and the 22<sup>nd</sup> May 2023 as per the minutes circulated to all owners.</p> <p>Noting that the owners have been asked to remove the fan and that no action has been taken to do so to date, it was <b>resolved</b> that the owners of Unit 69 be issued with a rule infringement notice, giving 14 days for the common property to be returned to its original condition. <b>Carried.</b></p>
4. UNIT 69 ENTRANCE DOOR	<p>The meeting discussed the entrance door of Unit 69 and the decisions made at the Executive Committee meetings held on the 27<sup>th</sup> March 2023 and the 22<sup>nd</sup> May 2023.</p> <p>The Manager informed the meeting that the owners of Unit 69 have an outstanding debt for the replacement door and were now in the legal hands of Swift Collect.</p> <p>The meeting agreed to suspend debt recovery action for 28 days from the date of posting the minutes of this meeting to all owners. The services of Swift Collect are to be resumed should the debt remain outstanding after the 28-day period.</p>
5. ASBESTOS	<p>Correspondence tabled from the owner of Unit 69 raised concerns about the possibility of asbestos in the complex.</p> <p>It was agreed that the owner of Unit 69 should bring these concerns to the next Annual General Meeting. Should the meeting agree to investigate further inspection and other associated costs will need to form part of the approved budget.</p> <p>Please see link below in relation to asbestos</p> <p><a href="https://www.asbestossafety.gov.au/find-out-about-asbestos/asbestos-safety-information">https://www.asbestossafety.gov.au/find-out-about-asbestos/asbestos-safety-information</a></p>
6. CORRESPONDENCE.	Correspondence has been received from the owner of unit 69 via email on the 18 <sup>th</sup> July 2023 and the 24 <sup>th</sup> July 2023. A letter was also received by Mr Wyeth dated the 3 <sup>rd</sup> July 2023. It was agreed that no further

	action is required on concerns raised by the Unit owner of unit 69, other then what is discussed in these minutes and also the request under section 117 of the UTMA.
7. GENERAL BUSINESS	Nil
8. DATE OF NEXT MEETING	TBC
9. MEETING CLOSED	10:00 PM

UNITS PLAN 343

3 WADDELL PLACE CURTIN 2605

MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE HELD

MONDAY 27 MARCH 2023 AT THE OFFICES OF A.C.T. STRATA MANAGEMENT SERVICES AND VIA WEBEX,

UNIT 43, 2<sup>ND</sup> FLOOR, 2 KING STREET DEAKIN ACT 2600

Present:

Margaret Lees, Ray Wyeth and David Worboys.

Matthew Lane – ACT SMS.

Chairperson:

Margret Lees.

Apologies:

Paul Jevardat De Fombelle.

Meeting Open	6:00 PM
Agenda Item	Action/Decision
1. FINANCIAL UPDATE.	Members at the meeting were given a presentation by the Strata Manager on the financial statements.
2. CARETAKERS COTTAGE.	The Chairperson reported that the key to the Caretakers cottage had been returned to the office of ACT SMS.
3. INSTALLATION OF FAN	<p>It was reported by owners at the complex and members of the Executive committee that a small exhaust fan has been installed on the common property wall outside of Unit 69.</p> <p>The Manager is to contact the owner of Unit 69 to ascertain if approval was obtained for this alteration to Common Property and if not, then the external wall will need to be returned to its original condition.</p>
4. UNIT 69 FRONT DOOR.	<p>The Manager reported to the meeting that the Owner of Unit 69 had attempted to change the locks on their front door but were unable to finish this install as it was identified that there was possibly asbestos in the fire door so he removed the whole door.</p> <p>The Owner of 69 contacted the Body Corp to have the door replaced. The Manager informed the Owner that it was his total responsibility and not the Body Corporate and reiterated this throughout the whole process that All Costs were his.</p>

	As the owner was having difficulty in getting a tradesperson the Manager offered to get Signature Trades to do this work with all costs to be paid by Unit Owner 69. The EC voted not to approve any reimbursement and Signature Trades invoice will be placed on the levy A/C of Unit 69. The meeting discussed the poor cleaning standards at the complex.
5. CLEANERS.	It was resolved that The Manager is to terminate the cleaning services of Ultimate Cleaning Services and appoint Delta Cleaning Services.  Delta cleaning have provided a quote of \$5 148.00 for a yearly fortnight service.
6. INSURANCE REPORT UNIT 14.	The Manager reported that the insurance claim for unit 14 is still ongoing.
7. CORRESPONDENCE.	A number of emails which had been received by The Manager were discussed with all owners who sent these emails having responses made to them.
8. GENERAL BUSINESS.	<b>Installation of Insulation:</b> The meeting discussed the recent changes to ACT legislation and the need for insulation to be installed in the ceiling of rental properties.  The Manager is to include a document with these minutes outlining these changes. This document contains a number of links which have useful factsheets which will assist owners in understanding this legislation change.  Owners will be able to debate and vote a motion at the next Annual General Meeting which will allow owners to use the ceiling space for insulation if carried.
12. DATE OF NEXT MEETING	TBC.
13. MEETING CLOSED.	7:15 PM



A.C.T. SMS Pty Ltd  
U43, 2 King Street  
Deakin ACT 2600

PO Box 3208  
Weston ACT 2611

T 02 5131 2600

ABN 39 634 756 031

## **MINIMUM ENERGY EFFICIENCY STANDARDS FOR RENTAL HOMES**

The ACT Government has recently changed legislation under the Residential Tenancies Act 1997 which requires rental properties to meet a minimum energy efficiency standard for ceiling insulation.

The introduction of minimum energy efficiency standards and the installation of insulation may affect your complex and owners may need to take action to meet these standards.

The new standard will commence on 1 April 2023, with a phase-in period extending to 30 November 2026. From 1 April 2023, rental providers will be required to indicate whether their property meets the minimum standard in any rental advertisements and lease agreements. Renters and prospective renters will have the right to request and be provided by rental providers with information on the property's compliance.

Between 1 April 2023 and 30 November 2026, rental providers will have nine months from when a new lease is signed for the property to comply with the standard (unless they have an exemption).

Rental providers/owners are responsible for ensuring their unit meets the ceiling insulation standard and for all costs associated with any upgrades which may be required.

To ensure the safety of tenants and the community, the ACT Government under the regulation requires the installation of ceiling insulation to be undertaken by a trained installer certified under the Energy Efficiency Council's Professional Certifications Program.

Before any insulation upgrade is carried out, an electrical safety inspection of the roof space must be undertaken by a licensed electrician to ensure the safety of installers and to reduce the risk of post-installation fires or electrocution. Any electrical work required following this inspection must be carried out before insulation is installed or upgraded.

The electrical safety inspection undertaken by a licenced electrician will reduce the risk of fire and installer electrocution.

### **The electrician will inspect the property to check:**

- For unsafe wiring in the roof space or wiring that is rated incorrectly.
- If installation of insulation will lead to any electrical wiring or circuits being materially adversely affected.
- Whether a Residual Current Device (RCD) needs to be installed in the relevant circuit.
- Whether any light fixtures need to be replaced.
- 

Your electrician should provide you with a safety check report, noting any electrical risks that must be rectified before insulation can be installed or upgraded.



You will need to maintain copies of the electrical safety check report, and if work is undertaken copies of the Certificate of Electrical Safety and invoices as evidence that the safety check has been done and any necessary work completed.

### **SEEKING APPROVAL FROM YOUR STRATA TO INSTALL CEILING INSULATION**

Approval to install ceiling insulation to your apartment must be given at a general meeting. ACT SMS will include a motion in the Annual General Meeting notices to allow for insulation to be installed to the roof space of top floor apartments.

Once approval has been granted, a notification/declaration form will need to be completed by the owner confirming that the install complies with the requirements of the ACT Government. A copy of this form is attached for your information.

### **Visit the below links for further resources**

[https://www.justice.act.gov.au/data/assets/pdf\\_file/0007/2091841/2022\\_Minimum\\_energy\\_Information-for-rental-providers\\_Factsheet\\_FA\\_access.pdf](https://www.justice.act.gov.au/data/assets/pdf_file/0007/2091841/2022_Minimum_energy_Information-for-rental-providers_Factsheet_FA_access.pdf)

[https://www.justice.act.gov.au/data/assets/pdf\\_file/0006/2091840/2022\\_Minimum\\_energy\\_Information-for-rental-providers\\_Checklist\\_FA\\_access.pdf](https://www.justice.act.gov.au/data/assets/pdf_file/0006/2091840/2022_Minimum_energy_Information-for-rental-providers_Checklist_FA_access.pdf)

[https://www.justice.act.gov.au/data/assets/pdf\\_file/0008/2091842/2022\\_Minimum\\_energy\\_Information-for-renters\\_Factsheet\\_FA\\_access.pdf](https://www.justice.act.gov.au/data/assets/pdf_file/0008/2091842/2022_Minimum_energy_Information-for-renters_Factsheet_FA_access.pdf)

<https://www.justice.act.gov.au/renting-and-occupancy-laws/energy-efficiency-standards-for-rental-homes>



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### **INSULATION INSTALLATION NOTIFICATION FORM**

Units Plan (UP) No. : \_\_\_\_\_ Lot No. : \_\_\_\_\_ Unit or Door No. : \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **Electrical Safety Check Report**

\*Please attach electrical safety check report

Business name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Licence Number: \_\_\_\_\_

#### **Insulation installer details**

Business name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Licence Number: \_\_\_\_\_

I/we hereby declare that I/we have carried out the below:

- The electrical safety check report, and if work is undertaken copies of the Certificate of Electrical Safety and invoices as evidence that the safety check has been done and any necessary work completed be forwarded to the Manager no less than 7 days prior to the install.
- That the installation of Insulation notification form is completed in full and returned to the Manager no less than 7 days before the installation occurs.
- No less than seven days post the installation Documentary evidence must be provided to the Manager to show that the property complies with the minimum standard.
- All planning and works are to be in accordance with any requirements of any applicable Territory Law
- All work to be carried out by appropriately licensed and qualified tradespeople and contractors.
- Worksite to be left in its pre-works condition (i.e., neat, tidy and clean) on completion of works.
- Any damage/disturbance to Common Property to be rectified back to its prior condition by the owner completing the install and at their expense.
- All costs associated with the planning, installation, works, and future maintenance are to be borne by the Owners of completing the install.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

UNITS PLAN 343

3 WADDELL PLACE CURTIN 2605

MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE HELD

MONDAY 6 FEBRUARY 2023 AT THE OFFICES OF A.C.T. STRATA MANAGEMENT SERVICES AND VIA WEBEX,

UNIT 43, 2<sup>ND</sup> FLOOR, 2 KING STREET DEAKIN ACT 2600

Present:

Margaret Lees, Ray Wyeth, Paul Jevardat De Fombelle. and David warboys.

Matthew Lane -- ACT SMS.

Chairperson:

Margret Lees.

Apologies:

Nil.

Meeting Open	7:00 PM	
Agenda Item	Action/Decision	
1. FINANCIAL UPDATE.	Members at the meeting were given a presentation by the Strata Manager on the financial statements.	
2. BOSS PG UPDATE.	<p>The Executive Committee members discussed the finalisation of block 4 window works.</p> <p>It has been raised with Boss that there are a number of concrete slabs broken outside block 4 which will need to be repaired, the Executive Committee and Boss will work together to come to a conclusion on this matter.</p> <p>The grass needs to be top dressed Boss will attend the complex to top dress and re seed the grassed area and place a sprinkler down to encourage grass growth.</p> <p>The wooden beam will be placed back on the wooden poles.</p>	
3. INSURANCE REPORT UNIT 14.	<p>The Manager reported to the meeting that the office has not received the report from the insurance assessor regarding unit 14.</p> <p>As soon as The Manager obtains the report then they will forward this onto the Executive Committee.</p>	

4. DRIPPING TAPS.	<p>There has been reports of leaking taps at the complex, however, there does not appear to any leaking taps.</p> <p>If owners do see any leaking taps around the complex turn the tap handle and turn the tap off.</p>
5. REPAIR CONCRETE WALL OUTSIDE BLOCK 2.	<p>Executive Committee Members noted that the concrete wall outside Block 2 has not been repaired.</p> <p>The Manager can report that Signature Trades will be in attendance at the complex this week to repair the wall.</p>
6. OBLIGATIONS OF TENANT AND OWNERS LETTER	<p>Owners who are completing renovation works at the complex are encouraged to notify The Manager of works so that communication can go to residents in regards to noise and possible water interruptions.</p> <p>The Manager is to deliver a letter to all owners and residents advising them of the above.</p>
7. SKIP BINS	<p>Owners are reminded that skip bins can not be placed on common property without approval of the Executive Committee.</p>
8. CLEANERS.	<p>The meeting discussed the poor cleaning standards of the common property stairwells at the complex.</p> <p>The Manager is to contact the cleaning company and request an onsite meeting to discuss the poor cleaning standards and that they need to improve.</p>
9. CARETAKERS COTTAGE.	<p>The Manager is to contact the owner using the Care takers cottage and request that they return the key for cottage and remove any items being stored in the Caretakers cottage.</p> <p>The Manager is to advise the owner of the above and give 14 days notice to have the cottage cleaned out and key for the lock returned to the office, if after 14 days the above has not happened then The Manager is to have a Lock smith attend and have the key and lock changed on the door of the Caretakers Cottage and all items in the cottage removed and disposed of.</p>
10. GENERAL BUSINESS.	<p><b>Installation:</b> The Meeting discussed the recent changes to the Residential Tenancy Act and the need for Installation to be installed in top floor apartments.</p>

	The Manager advised the meeting that it has been seeking advice on how to approach this with all owners and information will be provided to Executive Committee and owners shortly.
12. DATE OF NEXT MEETING	14 March 2023
13. MEETING CLOSED.	7.50 PM

**UNITS PLAN 343**  
**3 WADDELL PLACE CURTIN 2605**  
**MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE HELD**  
**MONDAY 17 OCTOBER 2022 AT THE OFFICES OF A.C.T. STRATA MANAGEMENT SERVICES AND VIA WEBEX,**  
**UNIT 43, 2<sup>ND</sup> FLOOR, 2 KING STREET DEAKIN ACT 2600**

**Present:** Margaret Lees, Ray Wyeth and David warboys.

Matthew Lane – ACT SMS.

**Chairperson:** Margret Lees.

**Apologies:** Paul Jevardat De Fombelle.

Meeting Open	6.00 PM
Agenda Item	Action/Decision
1. Welcome	Ms Lees welcomed members to the meeting.
2. Election of Office bearer roles.	The meeting called for nominations for the positions of Chairperson, Secretary and Treasure.  Ms Lees was nominated by those present for the role of Chairperson and was subsequently elected as Chairperson of the Executive Committee.  The delegation of Secretary and Treasurer will be performed by The Manager.
3. Financial Update.	Members at the meeting were given a presentation by the Strata Manager on the financial statements.  The Manager is to have the window expense code adjusted to reflect a charge from the sinking fund.
4. BOSS Window Update.	The Manager reported that the window replacement on block 4 was going well with no issues to report.
5. Unit 14.	The Owner of unit 14 requested a rule infringement notice to be issued due to suspected leak and mould issues in the unit.

	<p>The Manager provided to the Members a report form JML Plumbing which reported there is no leak.</p> <p>The Manager provided a report from the mold group which reported that there is a leak.</p> <p>The Manager is to initiate an Insurance claim to ascertain the cause of the leak and mould and if the mould is a Body corporate issue.</p> <p><i>Manager Note: Leaks between units are not a body corporate responsibility rather an owner responsibility.</i></p> <p><i>The Manager will take necessary steps to put both owners in contact however as no common property is involved the issue remains an owner responsibility, until such time as an insurance claim is needed to be raised.</i></p> <p><i>Insurance claims will only be raised if the repair work cost is higher than the excess amount.</i></p> <p>At this time no rule infringement will be issued.</p>
6. Gutter Quote.	<p>The Manager tabled a quote from ACT Gutter cleaning to have the gutters cleaned at the complex on all buildings.</p> <p>The Manager is to have act Gutter cleaning perform a full complex gutter clean.</p>
7. Abandoned Car Registration WYN 946	<p>There is a red Hyundai Coupe registration is WYN 946 parked in the car park which is unregistered, this vehicle must be removed from the complex or the manager is to have it removed and taken to a scrap yard.</p> <p>The Manager is taking all steps to have this vehicle removed from the complex as it is in breach of the house rules.</p>
8. General business.	Nil.
12. Date of next meeting	21 November 2022
13. Meeting Closed.	7.30 PM



UNITS PLAN 343

3 WADDELL PLACE, CURTIN ACT

MINUTES OF A MEETING OF THE EXECUTIVE COMMITTEE

HELD MONDAY THE 21 FEBRUARY 2022 VIA WEBEX AND AT THE OFFICES OF ACT STRATA MANAGEMENT SERVICES.

**Present:** Ms M Lees, Mr R Wyeth, Mr D Worboys and Ms K Edwards.

**Chairperson:** Ms M Lees

**Additional Attendee:** Matthew Lane – A.C.T Strata Management Services.

**Apologies:** Nil

	Meeting Open	6.00 PM	
	Agenda Item		Action/Decision
1. Financial Update.			Members at the meeting were given a presentation by the Strata Manager on the financial statements.
2. Boss Update.			<p>The Manager provided the meeting with an update on stage Three window replacement, the below was discussed:</p> <ul style="list-style-type: none"><li>• An information pack has been hand delivered to all residents in block 3, this pack has also been emailed to all owners and property managers in block 3.</li><li>• A letter has been hand delivered to all residents informing them of the start date for block 3.</li><li>• The Start date for the block 3 is scheduled 28<sup>th</sup> of February 2022.</li><li>• A shipping container will be delivered and placed on Common Property for the duration of the stage three works.</li></ul> <p>The Meeting discussed that as part of the window replacement in Block 2 a unit had reported a leak after heavy rain, Taylor windows ( the company who have manufactured the windows) have attend the complex to rectify the window leak to Unit 10.</p>

	<p>When Taylor windows attended, they told the resident that they needed to re-install the window restrictor and that was the cause of the leak.</p> <p>The below statement has come from Taylors Windows and should be read and understood by all owners,</p> <p><i>Taylors windows raise the issue of safety for the upper storey units and we would like to further confirm that at the time of installation, our works are compliant i.e. the window restrictors are installed to reduce the sliding window openings to meet the current code requirements and if owners/tenants take it upon themselves to remove these safety devices then Boss Project Group, Taylor Windows and the Owners Corporation are not liable for any damage, injury etc that may arise from someone or something falling out of the window.</i></p>
<b>3. Update on Gardener.</b>	<p>The Meeting discussed the current gardening standards and the large amount of rain we have been having and the impact of rapid vegetation growth around the complex. It was decided that the gardener would increase their visits to two visits in March, April and May and return to one visit a month during June, July and August.</p>
<b>4. Update on cleaner.</b>	<p>The Meeting discussed the cleaning standards at the complex. The Manager is to contact Ultimate Cleaning and inform them that the cleaning standards need to be improved and a regular schedule of visits implemented.</p> <p>If the above is not improved within a month, then the EC may consider obtaining alternate cleaning quotes.</p>
<b>5. correspondence from owners.</b>	<p>The Executive Committee has received correspondence from an owner in regards to the gardening standards at the complex, it was decided that the gardener is carrying out their duties as per the scope of work and other than the increased services as per Item 3, no further action is currently required.</p>
<b>6. Door knock.</b>	<p>Ms M Lees and Mr R Muir will undertake a door knock of block 3 to ensure all residents are aware of the upcoming replacement window work.</p>
<b>7. Bikes in Stair wells.</b>	<p>It was discussed that there is a number of items being stored under the stairs and in stairwells of all blocks at the complex.</p>

	<p>The Manager is to hand deliver a letter to all residents stating that any items stored in the stair wells and under the stairs need to be removed within 14 days of the letter being delivered or they will be removed and disposed of.</p> <p>It is also noted that there is a bike shed located within the complex which can be used for the storage of pushbikes.</p> <p><b><u>Please do not ignore the above as any items left in the stairwells or under stairs after the 14 day period will be removed and disposed of.</u></b></p>
<b>8. Laundry Door Locks.</b>	<p>The Meeting discussed the laundry door locks and that a number of residents have been locked in the laundry's recently and also have not been able to access the laundry after the locks failing and locking.</p> <p>The Manager tabled a quote from Class Locksmiths for \$6 395.00 to have the locks replaced on the laundry doors and keys issued to all residents</p> <p>That the quote from Class Locksmiths for \$6 395.00 be accepted and paid for out of the Administration fund be accepted. <b>Carried.</b></p>
<b>9. Letter to residents.</b>	<p>Mir R Muir and the Manager will work on a letter which will be distributed to residents, this letter will have helpful hints about Body Corporate living.</p> <p>This letter will be provided to the Executive Committee for approval before sending to residents and owners.</p>
Date of next meeting.	21 March 2022 at 6 pm
Meeting Closed	7.00 PM

# Units Plan 343 – 3 Waddell Place Curtin Sinking Fund Plan

9 August 2017

*Prepared by Miranda Robertson (Chair, Executive Committee)*

## Introduction

The Plasteel Window Inspection Report of 17 May 2017 prepared by Taylor Thomson Whitting recommends all windows in the complex be replaced within 10 years.

As per the minutes of the August 2016 Annual General Meeting, the Owners Corporation accepted the Sinking Fund Forecast Report dated 29 October 2015 prepared by QIA Group ("QIA report" – at **Appendix A**). Although the QIA report included an allocation of \$71,099 for replacement of some windows, this amount will be insufficient to replace all the windows in the complex.

This Sinking Fund Plan has been prepared as an update to the QIA report to ensure the Owners Corporation maintains a plan that reflects expected sinking fund expenditure.

## Approach

This Sinking Fund Plan has retained the income and expenditure estimates used in the QIA report, with amendments made to:

- reflect the actual contribution and expenditure figures for those years (1 and 2) which have elapsed since preparation of the QIA report in 2015; and
- incorporate the estimated expenditure required for the window replacements and interim rectification works as per the assumptions detailed below.

Annual contributions to the fund have been adjusted to ensure the closing balance of the Sinking Fund for any financial year does not fall below \$60,000. This provides for a margin of error in the window replacement cost assumptions or for other expenditure which may need to be brought forward.

This Sinking Fund Plan is intended as an interim document and will need to be updated once more accurate costings for the window replacements are able to be determined. A revised Sinking Fund Plan is to be put to the Owners Corporation for consideration alongside a detailed proposal for the window replacement works.

## Assumptions

This section details the assumptions made for the purposes of incorporating estimated window replacement costs into the Sinking Fund Plan.

***Note:** The actual cost of the window replacements may be more or less than the figures used in this document, and will not be known until further planning can be undertaken and detailed quotes obtained from potential suppliers.*

## Total cost

The total cost of replacing all windows in the complex has been estimated at \$447,800.

This figure assumes all windows in a single building will be replaced at the same time (i.e. all elevations and types of windows, regardless of their recommended replacement priority), to minimise disruption to residents.

The total figure has been calculated using the following information:

Window Type	Cost per window
Window-wall windows (including façade panel)	\$1,300
Punched medium	\$600
Punched small (units)	\$500
Punched small (Common Property)	\$500
Stairwell	\$400
Other Items	Cost
Scaffolding / access per building (1 boom for 2 weeks, 2 booms for 1 week, or scaffolding)	\$5,000
Labour per window	\$100
Construction management allowance per building	\$3,000

		Number of windows per type					Total windows
Block	Units	Window-wall	Punched (medium)	Punched (small) (units)	Punched (small) (common property)	Stairwell	
A	25 to 36	24	12	24	6	4	70
B	61 to 76	24	0	36	4	2	66
C	37 to 48	24	0	48	6	4	82
D1	1 to 12	36	0	24	6	4	70
D2	13 to 24	36	0	24	6	4	70
D3	49 to 60	36	0	24	6	4	70
<b>Total</b>		<b>180</b>	<b>12</b>	<b>180</b>	<b>34</b>	<b>22</b>	<b>428</b>

## Interim window rectification works

The highest quote received to date for the interim rectification work to six windows is \$19,350 plus GST (further quotes are being sought). This expenditure has been rounded to \$20,000 and scheduled for the 2017-18 financial year. Actual expenditure is likely to be less.

### Replacement schedule and cost per building

The following replacement schedule has been developed for the purposes of allocating expenditure to particular financial years, and is informed by the recommendations of the Plasteel Window Inspection Report. Although the report recommends replacement of all windows within 10 years, five of the six buildings have an elevation rated as priority 1 and so require replacement in 2-3 years. For simplicity and due to the likely economies of scale associated with a single contract for the entire replacement works, the remaining sixth building (priority 2, replacement in 5-10 years) has been scheduled for the following year.

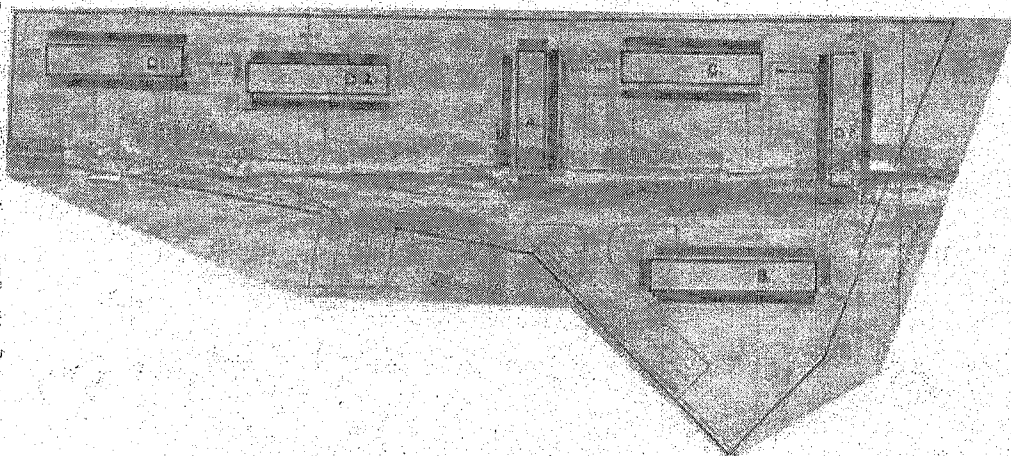
*Note: the actual year of window replacement for each building will be determined following consideration by the Owners Corporation of a detailed proposal, and may differ from the information shown here.*

Block	Units	Estimated Cost	Year to be replaced
A	25 to 36	\$ 70,000	2020
B	61 to 76	\$ 66,600	2021
C	37 to 48	\$ 76,000	2019
D1	1 to 12	\$ 78,400	2019
D2	13 to 24	\$ 78,400	2019
D3	49 to 60	\$ 78,400	2020
<b>Totals</b>		<b>\$ 447,800</b>	

### Extract from Plasteel Window Inspection Report of 17 May 2017

The window wall Plasteel windows are in varying states of decay from satisfactory to poor and will continue to deteriorate even where cracks and corrosion are not already evident. TTW recommend the urgent repair of 6 windows to make them safe until such time as replacements can commence. For eight of the building elevations we have recommended the window walls for short term replacement in 2-3 years (Priority 1A,1B) with the balance in 5-10 years (Priority 2 and 3). Figure 2 below illustrates priorities with red 1, orange 2 and green 3. Punched windows are generally in fair to satisfactory condition but are also likely to be nearing the end of their service life and so should be replaced in the longer term (say 10years).

**Figure 2: Site Plan – Replacement Priorities**





## Financial Summary

Report Year (Q/A)	Year	Opening Balance	Income			Expenses			Closing Balance	
			Original contribution as per Q/A report	Additional contribution to cover window replacements	Total Contribution	Contribution per unit entitlement	Estimated Expenditure (inc GST) as per Q/A report	Estimated Windows Expenditure (inc GST)		Total Estimated Expenditure (inc GST)
1	1 July 2015	\$153,330 *	\$35,600		\$37,801 *	3.7801	\$19,146 <sup>A1</sup>		\$553 *	\$190,578
2	1 July 2016	\$190,578 *	\$36,312		\$37,949 *	3.7949	\$88,370 <sup>A1</sup>		\$580 *	\$227,948 *
3	1 July 2017	\$227,948 *	\$37,038	\$18,000	\$55,038	5.5038	\$17,500 <sup>A2</sup>	\$20,000	\$37,500	\$245,486
4	1 July 2018	\$245,486	\$37,779	\$60,000	\$97,779	9.7779	\$21,644		\$21,644	\$321,621
5	1 July 2019	\$321,621	\$38,535	\$60,000	\$98,535	9.8535	\$33,789	\$232,800	\$266,589	\$153,567
6	1 July 2020	\$153,567	\$39,305	\$60,000	\$99,305	9.9305	\$41,749 <sup>A3</sup>	\$148,400	\$190,149	\$62,723
7	1 July 2021	\$62,723	\$40,091	\$45,000	\$85,091	8.5091	\$16,196	\$66,600	\$82,796	\$65,018
8	1 July 2022	\$65,018	\$40,893	\$25,000	\$65,893	6.5893	\$13,225		\$13,225	\$117,686
9	1 July 2023	\$117,686	\$41,711		\$41,711	4.1711	\$8,158		\$8,158	\$151,239
10	1 July 2024	\$151,239	\$42,545		\$42,545	4.2545	\$9,588 <sup>A4</sup>		\$9,588	\$184,196
11	1 July 2025	\$184,196	\$43,396		\$43,396	4.3396	\$7,636		\$7,636	\$219,956
12	1 July 2026	\$219,956	\$44,264		\$44,264	4.4264	\$97,880		\$97,880	\$166,340
13	1 July 2027	\$166,340	\$45,149		\$45,149	4.5149	\$12,428		\$12,428	\$199,061
14	1 July 2028	\$199,061	\$46,052		\$46,052	4.6052	\$6,654 <sup>A5</sup>		\$6,654	\$238,459
15	1 July 2029	\$238,459	\$46,973		\$46,973	4.6973	\$166,065		\$166,065	\$119,367
			TOTAL	\$268,000			TOTAL	\$467,800		

\* actual figures

<sup>A1</sup> Includes allocation for gutter replacements unspent but likely to be required in future financial years. Further consideration will be given to timing of gutter replacement in the next revision of the sinking fund plan.

<sup>A2</sup> Original Q/A figure of \$17,289 rounded to \$17,500

<sup>A3</sup> Q/A estimated expenditure of \$57,405 minus \$15,656 allowance for window replacements now covered in windows expenditure column

<sup>A4</sup> Q/A estimated expenditure of \$28,763 minus \$19,174 allowance for windows replacements now covered in previous years

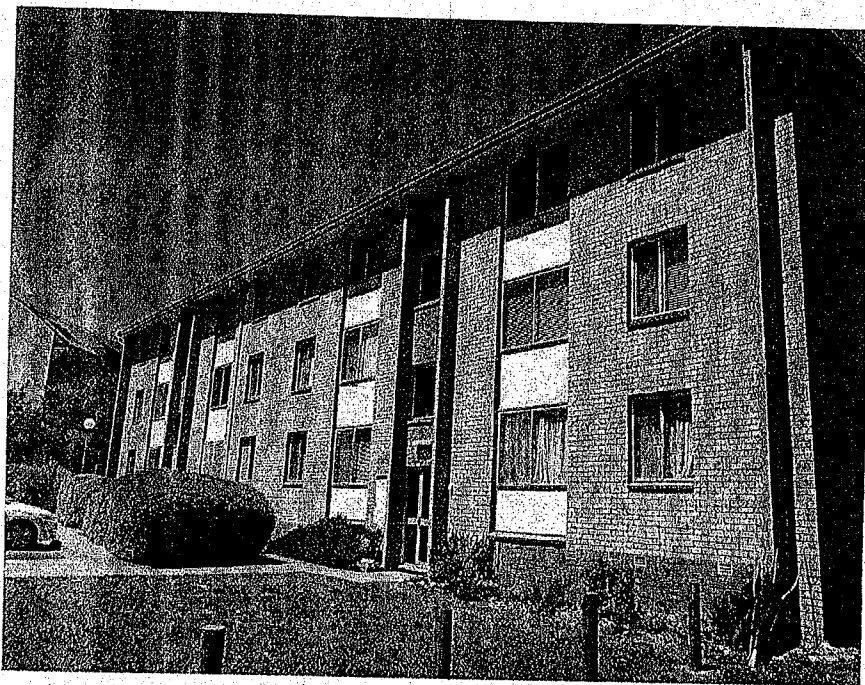
<sup>A5</sup> Q/A estimated expenditure of \$30,140 minus \$23,486 allowance for window replacements now covered in previous years

## Appendix A

Sinking Fund Forecast Report dated 29 October 2015, prepared by QIA  
Group

# Sinking Fund Forecast Report

**3 Waddell Place**  
**3 Waddell Place, Curtin ACT 2605**  
**Scheme Number: 343**

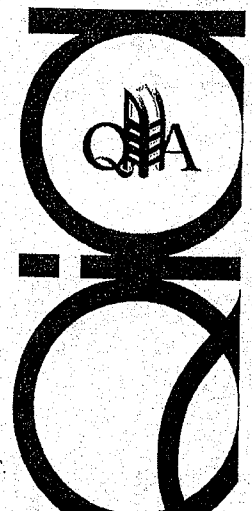


***COMPILED BY SIMON VINCENT***

**On 29 October 2015 for the**  
**15 Years Commencing: 01 July 2015**  
**QIA Job Reference Number: 106302**

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

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QIA Group Pty Ltd  
ABN 27 116 106 453

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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

3 Waddell Place, Curtin ACT 2605

## 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:	\$3.56
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$153,330.00
The proposed Sinking Fund Levy per entitlement is:	\$3.63

## 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 10 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. However, the manner in which the scheme 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 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.

Interest receivable on the Sinking Fund Account has been accounted for in the calculation of funds available at a rate of 0%. The interest receivable amount has been determined by using a net rate of 0% on the fund balance at the end of the preceding financial year and makes an allowance for possible bank charges and tax obligations which may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued.

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 5.2% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% 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. 2008), 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.

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.

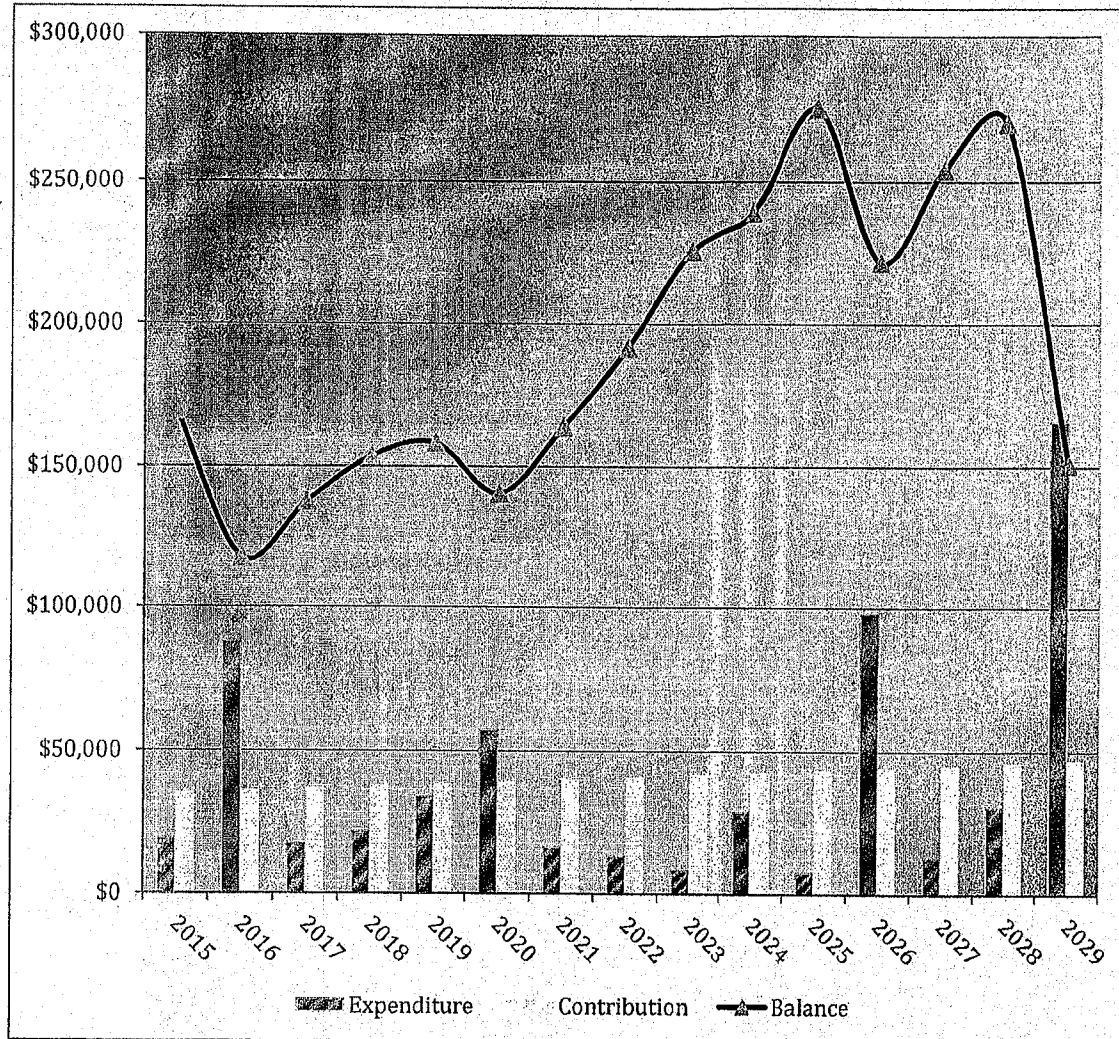
This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

## FINANCIAL SUMMARY

Report Year	Year		Opening Balance		Income		Expenses		Closing Balance	
	Fiscal From		Beginning of Year		Contribution Total P.A.	Contribution per Entitlement	Estimated Expenditure (Inc GST)		Closing Balance (End of Year)	
1	1 Jul 2015		\$153,330		\$35,600	\$3.56	\$19,146		\$169,784	
2	1 Jul 2016		\$169,784		\$36,312	\$3.63	\$88,370		\$117,726	
3	1 Jul 2017		\$117,726		\$37,038	\$3.70	\$17,289		\$137,475	
4	1 Jul 2018		\$137,475		\$37,779	\$3.78	\$21,644		\$153,610	
5	1 Jul 2019		\$153,610		\$38,535	\$3.85	\$33,789		\$158,356	
6	1 Jul 2020		\$158,356		\$39,305	\$3.93	\$57,405		\$140,256	
7	1 Jul 2021		\$140,256		\$40,091	\$4.01	\$16,196		\$164,151	
8	1 Jul 2022		\$164,151		\$40,893	\$4.09	\$13,225		\$191,820	
9	1 Jul 2023		\$191,820		\$41,711	\$4.17	\$8,158		\$225,373	
10	1 Jul 2024		\$225,373		\$42,545	\$4.25	\$28,763		\$239,155	
11	1 Jul 2025		\$239,155		\$43,396	\$4.34	\$7,636		\$274,915	
12	1 Jul 2026		\$274,915		\$44,264	\$4.43	\$97,880		\$221,299	
13	1 Jul 2027		\$221,299		\$45,149	\$4.51	\$12,428		\$254,021	
14	1 Jul 2028		\$254,021		\$46,052	\$4.61	\$30,140		\$269,933	
15	1 Jul 2029		\$269,933		\$46,973	\$4.70	\$166,065		\$150,842	



### SINKING FUND FORECAST MOVEMENT



**SUMMARY OF ANNUAL FORECAST EXPENDITURE**

July 2015	Expense Inc GST
-----------	--------------------

**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways	\$1,528
- Ongoing maintenance of gravel areas	\$1,157

**FURNITURE & FITTINGS**

- Ongoing partial replacement of lighting	\$839
---	-------

**ROOF**

- Provision to replace guttering/downpipes over 5 years 20%	\$15,622
---	----------

Total Forecast Expenditure for year - July 2015 (Inc GST): \$19,146

Includes GST amount of \$1,740

July 2016	Expense Inc GST
-----------	--------------------

**EXTERNAL WORKS**

- Repaint bin enclosure timber structure	\$2,435
--	---------

**LAUNDRY**

- Repaint walls	\$10,348
-----------------	----------

**ROOF**

- Provision to replace guttering/downpipes over 5 years 20%	\$16,435
---	----------

**SUPERSTRUCTURE**

- Repaint building (panel inserts)	\$14,608
- Allowance for window replacements	\$12,782
- Repaint soffits	\$18,261
- Scaffold/access equip allowance	\$10,043

- Repaint door face	\$2,849
- Repaint balustrade	\$609

Total Forecast Expenditure for year - July 2016 (Inc GST): **\$88,370**

Includes GST amount of **\$8,033**

July 2017	Expense Inc GST
-----------	--------------------

**ROOF**

- Provision to replace guttering/downpipes over 5 years 20%	\$17,289
---	----------

Total Forecast Expenditure for year - July 2017 (Inc GST): **\$17,289**

Includes GST amount of **\$1,571**

July 2018	Expense Inc GST
-----------	--------------------

**DRIVEWAYS & PARKING**

- Maintain bitumen driveway (Patchwork)	\$1,940
---	---------

**FURNITURE & FITTINGS**

- Ongoing partial replacement of lighting	\$977
---	-------

**LAUNDRY**

- Maintain fixtures/fittings	\$539
------------------------------	-------

**ROOF**

- Provision to replace guttering/downpipes over 5 years 20%	\$18,188
---	----------

Total Forecast Expenditure for year - July 2018 (Inc GST): **\$21,644**

Includes GST amount of **\$1,967**

July 2019	Expense Inc GST
-----------	--------------------

**DRIVEWAYS & PARKING**

- Repaint line marking	\$1,871
------------------------	---------

**EXTERNAL WORKS**

- Replace polycarbonate/glass roofing \$1,559
- Ongoing partial maintenance of pathways \$1,871

**FURNITURE & FITTINGS**

- Provision to replace door closers \$2,976

**ROOF**

- Maintain roof ridge capping/tiles \$6,378
- Provision to replace guttering/downpipes over 5 years 20% \$19,134

Total Forecast Expenditure for year - July 2019 (Inc GST): \$33,789

Includes GST amount of \$3,071

July 2020

Expense  
Inc GST**EXTERNAL WORKS**

- Ongoing maintenance of gravel areas \$1,491

**FURNITURE & FITTINGS**

- Provision to replace door closers \$3,131

**ROOF**

- Maintain roof ridge capping/tiles \$6,710

**STAIRWELL**

- Repaint walls \$14,910
- Repaint ceiling \$5,368
- Repaint rails \$4,473
- Repaint door face \$5,666

**SUPERSTRUCTURE**

- Allowance for window replacements \$15,656

Total Forecast Expenditure for year - July 2020 (Inc GST): \$57,405

Includes GST amount of \$5,218

July 2021	Expense Inc GST
-----------	--------------------

**FURNITURE & FITTINGS**

- Maintain signage	\$2,353
- Replace clothes lines	\$2,353
- Ongoing partial replacement of lighting	\$1,137
- Provision to replace door closers	\$3,294

**ROOF**

- Maintain roof ridge capping/tiles	\$7,059
-------------------------------------	---------

Total Forecast Expenditure for year - July 2021 (Inc GST): **\$16,196**

Includes GST amount of **\$1,472**

July 2022	Expense Inc GST
-----------	--------------------

**DRIVEWAYS & PARKING**

- Maintain bitumen driveway (Patchwork)	\$2,376
---	---------

**EXTERNAL WORKS**

- Maintain common pipework	\$2,970
----------------------------	---------

**LAUNDRY**

- Maintain fixtures/fittings	\$660
------------------------------	-------

**STAIRWELL**

- Maintain tiles	\$4,909
------------------	---------

**SUPERSTRUCTURE**

- Replace external door/frame	\$2,310
-------------------------------	---------

Total Forecast Expenditure for year - July 2022 (Inc GST): **\$13,225**

Includes GST amount of **\$1,202**

July 2023	Expense Inc GST
<b>DRIVEWAYS &amp; PARKING</b>	
- Maintain concrete driveway 20%	\$3,437
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of pathways	\$2,291
<b>SUPERSTRUCTURE</b>	
- Replace external door/frame	\$2,430
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>	<u>\$8,158</u>
Includes GST amount of	\$741

July 2024	Expense Inc GST
<b>EXTERNAL WORKS</b>	
- Provision to replace timber bollards/post and rail	\$913
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace mail boxes in 20 years (partial accrual)	\$4,794
- Ongoing partial replacement of lighting	\$1,324
<b>SUPERSTRUCTURE</b>	
- Allowance for window replacements	\$19,175
- Replace external door/frame	\$2,557
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>	<u>\$28,763</u>
Includes GST amount of	\$2,614

July 2025	Expense Inc GST
<b>EXTERNAL WORKS</b>	
- Ongoing maintenance of gravel areas	\$1,921
<b>STAIRWELL</b>	
- Maintain tiles	\$5,715



Total Forecast Expenditure for year - July 2025 (Inc GST): \$7,636

Includes GST amount of \$694

July 2026	Expense Inc GST
-----------	--------------------

#### DRIVEWAYS & PARKING

- Maintain bitumen driveway (Patchwork) \$2,910

#### LAUNDRY

- Repaint walls \$17,179

- Maintain fixtures/fittings \$808

#### SUPERSTRUCTURE

- Repaint building (panel inserts) \$24,253

- Repaint soffits \$30,316

- Scaffold/access equip allowance \$16,674

- Repaint door face \$4,729

- Repaint balustrade \$1,011

Total Forecast Expenditure for year - July 2026 (Inc GST): \$97,880

Includes GST amount of \$8,898

July 2027	Expense Inc GST
-----------	--------------------

#### DRIVEWAYS & PARKING

- Maintain concrete driveway 20% \$4,210

- Repaint line marking \$2,807

#### EXTERNAL WORKS

- Ongoing partial maintenance of pathways \$2,807

- Provision to replace timber bollards/post and rail \$1,063

#### FURNITURE & FITTINGS

- Ongoing partial replacement of lighting \$1,541



<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>	<u>\$12,428</u>
---	-----------------

Includes GST amount of	\$1,129
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<b>July 2028</b>	Expense Inc GST
------------------	--------------------

**STAIRWELL**

- Maintain tiles	\$6,654
------------------	---------

**SUPERSTRUCTURE**

- Allowance for window replacements	\$23,486
-------------------------------------	----------

<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>	<u>\$30,140</u>
---	-----------------

Includes GST amount of	\$2,740
------------------------	---------

<b>July 2029</b>	Expense Inc GST
------------------	--------------------

**DRIVEWAYS & PARKING**

- Topcoat bitumen driveway surface in 20 years (partial accrual)	\$131,770
---	-----------

**EXTERNAL WORKS**

- Provision to replace bin enclosure roller door	\$3,530
--	---------

**FENCING**

- Replace cyclone/mesh fencing in 15 years	\$15,059
--	----------

- Provision to replace colorbond fencing in 20 years (partial accrual)	\$4,588
---	---------

**FURNITURE & FITTINGS**

- Provision to replace mail boxes in 20 years (partial accrual)	\$6,177
--	---------

- Provision to replace door closers	\$4,941
-------------------------------------	---------

<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$166,065</u>
---	------------------

Includes GST amount of	\$15,096
------------------------	----------

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1 <sup>st</sup> applied	Remain Life/ Next Interval	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>DRIVEWAYS &amp; PARKING</b>																		
- Topcoat bitumen driveway surface in 20 years (partial accrual)	\$56,000	2029	5															131770
- Maintain bitumen driveway (Patchwork)	\$1,440	2018	4				1940				2376				2910			
- Repaint line marking	\$1,320	2019	8					1871								2807		
- Maintain concrete driveway 20%	\$1,980	2023	4									3437				4210		
<b>EXTERNAL WORKS</b>																		
- Repaint bin enclosure timber structure	\$2,000	2016	1		2435													
- Replace polycarbonate/glass roofing	\$1,100	2019	15					1559										3530
- Provision to replace bin enclosure roller door	\$1,500	2029	20															
- Maintain common pipework	\$1,800	2022	8								2970							
- Ongoing partial maintenance of pathways	\$1,320	2015	4	1528				1871								2807		
- Ongoing maintenance of gravel areas	\$1,000	2015	5	1157					1491					1921				
- Provision to replace timber bollards/post and rail	\$500	2024	3										913			1063		
<b>FENCING</b>																		
- Replace cyclone/mesh fencing in 15 years	\$6,400	2029	1															15059
- Provision to replace colorbond fencing in 20 years (partial accrual)	\$1,950	2029	5															4588
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$1,500	2021	12															
- Replace clothes lines	\$1,500	2021	15															
- Provision to replace mail boxes in 20 years (partial accrual)	\$2,625	2024	5										4794					6177
- Ongoing partial replacement of lighting	\$725	2015	3	839														
- Provision to replace door closers	\$2,100	2019	10				977	2976	3131	3294			1324			1541		4941

Item	Current Cost	Year 1 <sup>st</sup> applied	Remain Life/ Next Interval	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>LAUNDRY</b>																		
- Repaint walls	\$8,500	2016	10		10348						660				17179			
- Maintain fixtures/fittings	\$400	2018	4				539								808			
<b>ROOF</b>																		
- Maintain roof ridge capping/tiles	\$4,500	2019	20					6378	6710	7059								
- Provision to replace guttering/downpipes over 5 years 20%	\$13,500	2015	1	15622	16435	17289	18188	19134										
<b>STAIRWELL</b>																		
- Repaint walls	\$10,000	2020	10						14910									
- Repaint ceiling	\$3,600	2020	10						5368									
- Repaint rails	\$3,000	2020	10						4473									
- Maintain tiles	\$2,975	2022	3								4909			5715				6654
- Repaint door face	\$3,800	2020	10						5666									
<b>SUPERSTRUCTURE</b>																		
- Repaint building (panel inserts)	\$12,000	2016	10		14608										24253			
- Allowance for window replacements	\$10,500	2016	4		12782				15656				19175				23486	
- Repaint soffits	\$15,000	2016	10		18261										30316			
- Scaffold/access equip allowance	\$8,250	2016	10		10043										16674			
- Repaint door face	\$2,340	2016	10		2849										4729			
- Replace external door/frame	\$1,400	2022	17								2310	2430	2557					
- Repaint balustrade	\$500	2016	10		609										1011			
<b>Total</b>																		
	\$187,025			19146	88370	17289	21644	33789	57405	16196	13225	8158	28763	7636	97880	12428	30140	168065
Includes GST amount of	\$17,002			1741	8034	1572	1968	3072	5219	1472	1202	742	2615	694	8898	1130	2740	15097

## 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 estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary quite significantly and it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. 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 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 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; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the roof space and sub-floor space.

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. This report is not an Asbestos report and no assessment was made of asbestos products.

## 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 retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.



## 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

Zoran Dimitrovski  
Unit 26/3 Waddell Place  
CURTIN ACT 2605

Invoice No.: 7994  
Date: 21/08/2023

### Tax Invoice

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

**PAID**

26 AUG 2023

Total Excluding GST	\$322.45
Total GST	\$27.55
Total Including GST	\$350.00
Amount Received	\$0.00
<b>Invoice Balance</b>	<b>\$350.00</b>

Thank you for your business

#### Remittance Advice

Zoran Dimitrovski  
Unit 26/3 Waddell Place  
CURTIN ACT 2605

ACT Building Inspection Services  
PO BOX 235  
CALWELL ACT 2905

Invoice No.: 7994  
Date: 21/08/2023  
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

34 Points

6 Stars

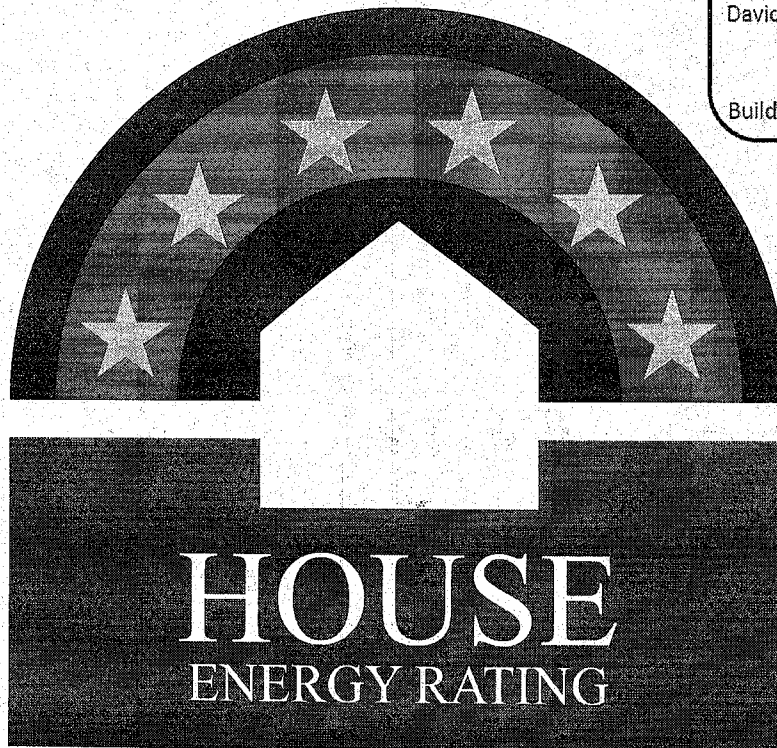
24 August 2023

David Navarro

20121345

*D Navarro*

Building Assessor – Class A Energy Efficiency



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

**6 STARS**

**SCORE: 34 POINTS**

**Name:** Zoran Dimitrovski

**Ref No:** 7994

**House Title:** Block: 03 Section: 63 Unit: 26

**Date:** 24-08-2023

**Address:** 26/3 Waddell Place

CURTIN ACT

2605

**Reference:** Y:\ACTBIS EER\2023 EER'S\CU 063 003 00U 026

**Total Floor Area:** 53.50sqm

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.

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	34											
Potential	34											

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
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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	34	★★★★★★
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Largest windows in the dwelling;

Direction : North

Area : 4 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. North	34	★★★★★★
2. North East	30	★★★★★★
3. East	29	★★★★★★
4. South East	29	★★★★★★
5. South	34	★★★★★★
6. South West	30	★★★★★★
7. West	29	★★★★★★
8. North West	29	★★★★★★



RATING SUMMARY for: Block: 03 Section: 63 Unit: 26, 26/3 Waddell Place, CURTIN ACT

Assessor's Name: David Navarro  
Net Conditioned Floor Area: 50.0 m²

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	113	Insulation:	-99			
WALL				-9	4	-6
Surface Area:	7	Insulation:	-23	Mass:	11	
FLOOR				-10	0	-9
Surface Area:	0	Insulation:	-5	Mass:	-4	
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	30 %			
Exhaust Fans	31 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	23 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				6	-8	-2
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	4	9%	-13	26	-4	9
S	4	9%	-14	6	-3	-10
Total	9	17%	-27	33	-8	-2

\* 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 4 points

RATING	★★★★★★	SCORE	Winter	Summer	Total
			7	-3	34*

\* includes 29 points from Area Adjustment

Tailed House Data

House Details

ClientName	Zoran Dimitrovski
HouseTitle	Block: 03 Section: 63 Unit: 26
StreetAddress	26/3 Waddell Place
Suburb	CURTIN ACT
Postcode	2605
AssessorName	David Navarro
FileCreated	24-08-2023

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	No	Float Timb		
2	Suspended Slab	Enclosed	No	No	No	Tiles	R0.0	43.5m²
3	Suspended Slab	Enclosed	No	No	No	Carp	R0.0	5.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	13.0m	2.5m
2	Brick Cavity	Yes	R0.0	16.5m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	53.5m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	1.4m	1.9m	No	DG	ALIMPR	VE	No	0.0m	0.0m	0.0m
2	N	1.4m	1.2m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	S	1.0m	1.2m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	S	1.0m	0.9m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	S	1.4m	1.6m	No	DG	ALIMPR	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
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ?	Good
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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	25m²
Area of Lightweight Mass	0m²
Sealed	UnSealed

Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

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

**T:** 1300 309 169  
**E:** [insurance@rapidsolutions.com.au](mailto:insurance@rapidsolutions.com.au)  
**M:** PO Box 550 Kotara NSW 2289  
**W:** [www.rapidsolutions.com.au](http://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.